

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.

[Signature]
NOTARY PUBLIC - at Large - Tennessee

My commission expires: 4-26-1972

44-1987-Sub-O-140

247--

248--

7/19/69

AIRTEL

TO: DIRECTOR, FBI
FROM: SAC, MEMPHIS (44-1987) (P)

MURKIN
CR

Submitted herewith for the information of the Bureau and completion of its file are 2 copies of a petition filed on behalf of JAMES EARL RAY in the District Court of the United States, Western District of Tennessee. This petition was filed in District Court on Friday, July 18, 1969. The petition is a civil action and charges that PERCY FOREMAN, ARTHUR J. HANES, and WILLIAM BRADFORD HUIE conspired to make money on this case.

Airtel _____

Teletype _____

A.M. 2 - Bureau (Enc-2)
2 - Memphis

A.M.S.D. _____

Spec. Del. RGJ/acp
(4) *[signature]*

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SERIALIZED llh
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FILED llh

44-1987-Sub-C-141

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BRANDON, Lee : Clerk

By W. C. [illegible] J.C.

© 2000 Blackwell Science Ltd *Journal of Internal Medicine* 247: 111–117

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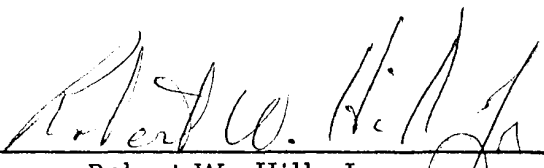
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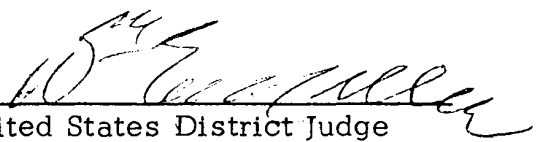
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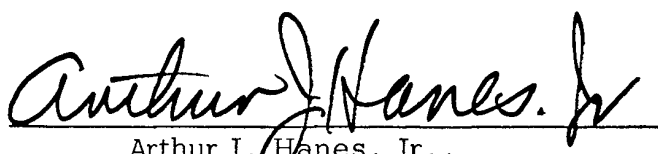
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not be for the convenience of the parties and witnesses, in the interest of justice, as provided by Title 28 USC, Section 1404(a).

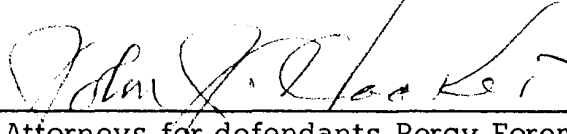
It is, therefore, ordered that the original petition or complaint and the amended petition or complaint be and the same are hereby dismissed without prejudice.


Robert W. Hill, Jr.,
Attorney for Petitioner and Plaintiff


United States District Judge


Arthur J. Hanes, Jr.,
Attorney for defendant Arthur J. Hanes

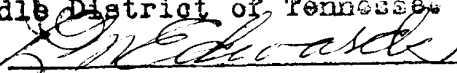
HOOKER, KEEBLE, DODSON & HARRIS

By 
Attorneys for defendants Percy Foreman
and William Bradford Huie

- 2 -

ATTEST: A TRUE COPY

Brandon Lewis, Clerk
U. S. District Court
Middle District of Tennessee

By:  D.C.

44-1987-Sub-O-142

lls

lls

8/14/69

AIRTEL

TO: DIRECTOR, FBI (44-38861)
FROM: SAC, MEMPHIS (44-1987) (P)
SUBJECT: MURKIN

Enclosed for the Bureau are 2 copies of the "Final Order" handed down by U. S. District Judge WILLIAM E. MILLER on 7/25/69 stating that neither the plaintiff nor the defendants are residents of the Middle District of Tennessee and that the Middle District of Tennessee is the judicial district in which this claim arose. The original petition and the amended petition were dismissed without prejudice.

2 - Bureau (Encs. 2)
1 - Memphis
JCH:mnr
(3)

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SEARCHED.....
SERIALIZED.....
INDEXED.....
FILED.....

44-1987-Sub-Q-143

1/12/70

AIRTEL

AM

TO: DIRECTOR, FBI (44-38861)

FROM: SAC, MEMPHIS (44-1987)

MURKIN

Enclosed for the Bureau are two Xerox copies of
"Memorandum Denying Petition for Certiorari" filed in the
Supreme Court of Tennessee at Jackson on 1/9/70, in the case
"State of Tennessee vs. JAMES EARL RAY."

2 BUREAU (Enc. 2) (RM)
1 MEMPHIS

RGJ:BN
(3)

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llh
44-1987-Sub-~~123~~ 144
File Memphis copy in 44-1987-Sub-P

FILED

JAN 9 1970

BESSIE BUFFALOE, Clerk

IN THE SUPREME COURT OF TENNESSEE

AT JACKSON

STATE OF TENNESSEE

vs.

SHELBY CRIMINAL

JAMES EARL RAY

MEMORANDUM DENYING PETITION FOR CERTIORARI

The petitioner, James Earl Ray, who will hereafter be referred to as defendant, was indicted in the Criminal Court of Shelby County, Tennessee, for the murder from ambush of Dr. Martin Luther King.

Murder in the first degree in Tennessee is described as follows:

Murder in the first degree - Every murder perpetrated by means of poison, lying in wait, or by any other kind of willful, deliberate, malicious, and premeditated killing, or committed in the perpetration of, or attempt to perpetrate, any murder in the first degree, arson, rape, robbery, burglary, or larceny, is murder in the first degree. T.C.A. 39-2402.

The punishment for murder in the first degree in Tennessee is set out as follows:

*This is a copy
from Bureau 1-12-70
L*

Punishment for murder in the first degree - Every person convicted of murder in the first degree, or as accessory before the fact to such crime, shall suffer death by electrocution, or be imprisoned for life or over twenty (20) years, as the jury may determine. T.C.A. 39-2405.

The defendant was represented by privately retained able counsel, and entered a plea of guilty to murder in the first degree, which plea was accepted by the trial judge, the late Honorable Preston W. Battle, and the defendant was sentenced to ninety-nine years to be served in the State Penitentiary.

After this, the defendant, by letter, sought to have the sentence set aside and wrote the trial judge that he had fired his attorney and desired to re-open the case.

The trial court refused to grant the defendant any relief, and a petition for certiorari was filed in the Court of Criminal Appeals, which court heard the matter and refused to grant the petition.

The defendant has filed a petition for writ of certiorari to this Court and has, in effect, two assignments of error, (1) that certain letters written by him to the late Judge Preston W. Battle constituted a motion for a new trial, and (2) that the trial court erred in ruling that the defendant knowingly, intelligently and voluntarily entered a plea of guilty, thus waiving any right he might have had to an appeal.

The defendant upon the advice of his well-qualified and nationally known counsel pleaded guilty to murder in the first degree, the offense with which he was charged, a cold blooded murder without an explained motive.

Consequently, his right to appeal was waived, because it is well settled in Tennessee that when a defendant pleads guilty and fully understands what he is doing, as we believe this defendant did, there can be no legal ground to justify the granting of a new trial. Otherwise, the doors of our state prisons would remain ever ajar to those who are incarcerated therein on pleas of guilty, and who becoming dissatisfied, seek relief on motions for new trial. The dockets of our courts would become congested with such procedure, and these cases would never be closed. There must be a conclusion to litigation sometime, even in a criminal case, in spite of the liberal interpretations of the law by some of our courts. To allow such procedure would be permitting those defendants to toy with the courts.

In State ex rel. Richmond vs. Henderson, 439 S.W.2d 263, 264, it was said by this Court:

"This rule has been applied to any number of situations arising in a criminal case, including that situation involving the advice or urging of defense counsel for the defendant to enter a plea of guilty. In cases in which this exercise of judgment by counsel (that of urging a defendant to enter a plea of guilty) has been attacked, it has uniformly been held that this is not a ground for invalidating the judgment. Davis v. Bomar, 344 F.2d 84 (6th Cir.), cert. denied, 382 U.S. 883, 86 S.Ct. 177, 15 L.Ed.2d 124 (1965); Application of Hodge, 262 F.2d 778 (9th Cir. 1958); Shepherd v. Hunter, 163 F.2d 872 (10th Cir. 1947); Crum v. Hunter, 151 F.2d 359 (10th Cir. 1945), cert. denied, 328 U.S. 850, 66 S.Ct. 1117, 90 L.Ed. 1623; Diggs v. Welch, 80 U.S.App.D.C. 5, 148 F.2d 667, cert. denied, 325 U.S. 889, 65 S.Ct. 1576, 89 L.Ed. 2002."

The Supreme Court, speaking further in McInturff v. State, 207 Tenn. 102, 106, said:

"Now, we think it is axiomatic that the defendant, having confessed judgment for the fine and costs, had no right of appeal, nor did the court have the power to grant such an appeal, because no one can appeal either in a criminal or a civil case from a verdict on a plea of guilty or a judgment based upon confession of liability."

The defendant, in his motion for a new trial, if considered in its most favorable light could be construed as such, alleges that he was misled into entering a guilty plea, and in his petition for certiorari he alleged that he did not knowingly and voluntarily waive his right to appeal. The substance of the above allegations is that the defendant was deprived of his constitutional right (Sixth Amendment) to have the assistance of counsel. However, there is not one fact in petitioner's brief to support the above allegations.

In Hudspeth v. McDonald (1941), 120 F.2d 962, 968, the court said:

"There is a vast difference between lacking the effective assistance of competent counsel and being denied the right to have the effective assistance of competent counsel. It is the denial of the right to have such assistance that gives the right to challenge a judgment of conviction by habeas corpus. It is held without exception that the right to have counsel may be waived and that it is only when it is not waived that the validity of the proceedings may be challenged..."

In the trial court the petitioner was represented by competent counsel. He entered a plea of guilty on the advice of his counsel, and there is no doubt that his counsel

explained to him that the penalty for murder in the first degree in Tennessee carried the death penalty, and that such plea was made with an eager ear, a willing mind and willing heart.

The defendant, after due and thoughtful consideration and after being properly advised, entered a plea of guilty to murder in the first degree, and thus took the known offered sentence of ninety-nine years, rather than taking the calculated risk of receiving a more severe penalty at the hands of a jury. He now seeks to back out of this trade with the State and asks for a new trial. There is nothing from which it can be inferred that the defendant was misled, or that his guilty plea was made involuntarily without knowing the consequences thereof, thus the defendant is precluded from any appellate relief.

We are not deciding on the defendant's guilt or innocence. He and his retained counsel made that decision themselves, with the approval of a jury and the trial judge. We are simply deciding whether or not, after he entered a plea of guilty and received a sentence of ninety-nine years, he can thereafter have a change of heart and make a motion for a new trial. We think not.

Experience teaches us that submissions in criminal cases are brought about by reason of the fact that the defendant and his lawyer realize that in pleading guilty and receiving a lesser sentence, the defendant thereby avoids the chance of a jury imposing a greater sentence.

In Tennessee, a reasonable person does not shoot and kill an unarmed, unsuspecting and innocent victim without just

punishment and retribution under our law. The defendant, by his own voluntary and uncoerced action received such, or what he thought was then just punishment, and will now not be heard to complain.

This well planned and well executed killing would indicate the defendant to be of at least or over-average intelligence, and certainly of such intelligence as to understand what he was doing when he went to the "bargaining table," to decide his fate, - whether to plead as he did or take his chances at the hands of a jury. He made the bargain. There is no claim that the State or the court below coerced or influenced him in any manner to make this decision. It was his and his alone, with the aid of the advice of his chosen private counsel. Whether or not they made a mistake in judgment is not for us to say.

In Tennessee, as in all other liberty loving civilized countries, ambush killers are not looked upon with much favor, to say the least. In a country where you do not shoot a sitting duck or a fowl unless in flight; where a rabbit or other game of the field is allowed its chance to run; and where one does not shoot down his fellowman unless that man has committed an overt act that would justify the defendant in so doing, jurors are inclined to deal harshly with such defendants. The defendant and his attorney, with his years of experience, knew this, and in the light of this knowledge of human nature to react violently against those who have committed unprovoked violence,

they made the decision to plead guilty and such plea, in the opinion of the Court, should stand.

The next question for consideration is whether the proceedings, at the time the defendant entered his guilty plea, were such a "farce" or "sham" that it can be said that the defendant was denied due process.

The concept of due process of law as contained in the Fourteenth Amendment is concerned solely with whether or not the State played any part in the wrong done the accused. U. S. v. Banmiller (1962), 205 Fed. Supp. 123.

"And so where a defendant in a criminal case has retained counsel of his own choice to represent him it is settled by an overwhelming weight of authority that the commission by his counsel of what may retrospectively appear to be errors of judgment in the conduct of the defense (such as urging the defendant to plead guilty) does not constitute a denial of due process chargeable to the State." Davis v. Bomar (1965), 344 F.2d 84, 87.


"Intervention by this (federal) court requires that the denial of relator's rights be the doing of the State. There is no indication here that the State participated in any such denial" U. S. v. Banmiller, supra, at 128.

In determining whether or not the writ should be granted, it should be kept in mind that it has become well-established law in this State that the writ of certiorari is not granted as a matter of right but it is a matter that addresses itself to the discretion of the Court. State ex rel. Karr v. Taxing District of Shelby County, 84 Tenn. 240; Ashcroft v. Goodman, 139 Tenn. 625; Gaylor v. Miller, 166 Tenn. 45; Biggs v.

Memphis Loan and Thrift Co., Inc. 215 Tenn. 294; and Boyce v. Williams, 215 Tenn. 704.

The Court finds that the defendant willingly, knowingly and intelligently and with the advice of competent counsel / entered a plea of guilty to murder in the first degree by lying in wait, and this Court cannot sit idly by while deepening disorder, disrespect for constituted authority, and mounting violence and murder stalk the land and let waiting justice sleep.

Therefore, the petition for certiorari is denied.


ERBY L. JENKINS, S. J.

Dyer, C. J.
Creson, J.,
Humphreys, J.

Concur

McCanless, J., not participating

1/23/70

AIRTEL

TO : DIRECTOR, FBI (44-38861)
FROM : SAC, MEMPHIS (44-1987)-Sub-0- (P)
SUBJECT: MURKIN

Enclosed herewith for the Bureau are two xeroxed copies of a petition filed with the Shelby County Criminal Court Clerk's Office, Memphis, Tennessee, on behalf of JAMES EARL RAY, wherein RAY is requesting that the Shelby County Court compel PERCY FOREMAN, RAY's former attorney, to turn over certain personal letters and other documents, in possession of FOREMAN, either to the court or to Mr. RICHARD RYAN, one of RAY's current attorneys, Memphis, Tennessee.

On 1/23/70, Mr. JOHN CARLISLE, Investigator, State's Attorney General's Office, Memphis, advised that a hearing in connection with the enclosed petition has been set for February 20, 1970, in Division II, Shelby County Court, Memphis, Tennessee.

The Memphis Division will follow this matter and will advise the Bureau of the final action taken in connection with the following of the enclosed petition.

2 - Bureau (Enc.2)
1 - Memphis

Airtel RFB:ln
(3)

Teletype

A.M.

A.P.

Reg. Mail

44-1987-Sub-0-145

To, Hon. Arthur Hoquin, Judge
Criminal Courts
Memphis, Tenn.

FILED 1-20-70

J. A. BLACKWELL, CLERK

BY Kerry Nance J. C.

Dear Sir, P-622

While I was incarcerated in the Shelby County Jail awaiting trial, various items of mail was sent to me of both a personal and legal business nature, some of the later at the request of petitioner to use for his defense.

This material was first turned over to attorney Arthur Hones Sr. then later to attorney Percy Foreman of the Texas Bar, petitioner's counsel - by the Sheriff's office.

The petitioner has since attempted to get this mail from the above attorneys via their respective bar associations. and petitioner present counsel Mr. Richard T. Reyon has personally wrote Mr. Foreman requesting the material.

Mr. Hones answered through the Birmingham Bar - see letter attached - saying he had given all such material to Mr. Percy Foreman. The Texas Bar didn't answer; However Mr. Foreman wrote Mr. Reyon refusing him

the material indicating the material I
would some how be used against him.

petitioner cannot see how petitioner mail
could be used against Mr. Foreman, altho it
could hinder petitioner in his past conviction
proceeding.

Therefore petitioner respectfully requests - assuming
Court has jurisdiction over the matter -
that the Honorable Court issue necessary
orders compelling pay Foreman to return
this material either to the Court directly, or,
Attorney Richard T. Ryan of the Memphis Bar.

petitioner would emphasize he wants "no"
material Mr. Foreman or his agents might
of come by independently; and that petitioner
needs this material in order to prepare for
his past conviction hearing.

RESPECTFULLY
James E Ray
JAMES E. RAY

SUBSCRIBED AND SIGNED BEFORE ME,

THE 12th DAY OF JANUARY - 1970

Notary Public

MY COMMISSION EXPIRES 4-26-1972

11.

HANES AND HANES

ATTORNEYS AT LAW

617 FRANK NELSON BLDG.

BIRMINGHAM, ALABAMA 35203

ARTHUR J. HANES
ARTHUR J. HANES, JR.

September 8, 1969

TELEPHONE
824-9536

AIR MAIL

Mr. James Earl Ray
65477 Station "A" West MSB Hon 3
Nashville, Tennessee 37203

Dear Jim:

I have received your recent letter and request for delivery to you of items of business and personal mail relating to the matter in which we recently represented you. Those items of mail, along with all other material, research, and investigative reports were turned over to your former attorney, Mr. Percy Foreman of Dallas, Texas, shortly after he entered the case. None of these items have been returned to us, and none are in our possession. I assure you again, however, that we willingly delivered these for your benefit and would be happy to do so again if we retained any of the items you requested.

With best wishes, I am

Yours very truly



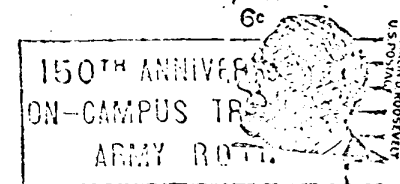
Arthur J. Hanes

AJH/sr

cc: Mr. Richard J. Ryan
Attorney at Law
Falls Building
Memphis, Tennessee 38103

Executive Secretary
Birmingham Bar Association
900 Jefferson County Courthouse
Birmingham, Alabama 35203

JAMES E. RAY-65477
STATION-A-WEST
MSB 304
NASHVILLE, TENN. 37203



To, Hon. Arthur Hagan
Judge of the Criminal Court
Shelby County - 157 - Poplar
Memphis, Tennessee

38103

2/20/70

AIRTEL

TO: DIRECTOR, FBI (44-38861)
FROM: SAC, MEMPHIS (44-1987) (P)
SUBJECT: MURKIN

ReMEairtel to Bureau 1/23/70.

On 2/20/70 at the request of RICHARD RYAN, Attorney for JAMES EARL RAY, the Honorable ARTHUR C. FAQUIN, Shelby County Criminal Court Judge, Division II, Memphis, Tenn., postponed the hearing scheduled in this matter for 2/20/70 to 3/20/70. During the discussion surrounding the postponement of the hearing scheduled for 2/20/70, Judge FAQUIN advised RYAN that he did not feel as though the Shelby County Criminal Court had any further jurisdiction in this matter and that RAY should seek redress through other courts in order to compel MERCY FORMAN to turn over to RYAN certain documents in his possession which RAY seeks. He stated, however, he would make a final decision on his court's jurisdiction on 3/20/70.

Memphis Division will follow this matter and advise the Bureau of any final action taken in connection with the filing of the petition enclosed to the Bureau with referenced airtel.

2 - Bureau
② - Memphis
RFB:LF
(4)

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44-1987-Sub D-146
Boyle RB

3-20-70

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
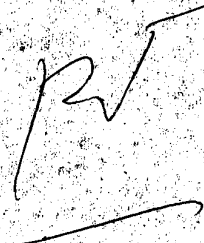

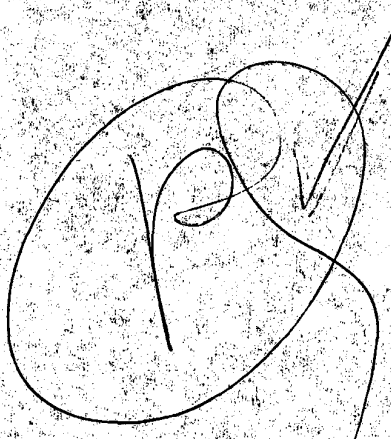

TO: DIRECTOR, FBI (44-38861)
FROM: SAC, MEMPHIS (44-1987-SUB-O) P
MURKIN

Re Memphis Airtel to Bureau 1-23-70 and 2-20-70.

On 3-20-70, the Honorable ARTHUR C. FAQUIN, Shelby County Criminal Court, Division II, Memphis, Tennessee, advised RICHARD RYAN, Attorney for JAMES EARL RAY, that he was denying RAY's petition to compel PERCY FOREMAN, RAY's former attorney, to turn over certain letters and other documents in the possession of FOREMAN to either the Court or to RYAN, due to the fact that Shelby County Criminal Court had no further jurisdiction in the matter.

Memphis Division will follow and advise Bureau of any further pertinent developments in this case.

2 BUREAU (AM)
1 MEMPHIS
RFB:BN
(3)



44-1987-Sub-O-147

IN THE CRIMINAL COURT OF SHELBY COUNTY, TENNESSEE

FILED

J. A. BLACKWELL, CLERK

BY

NO.

JAMES EARL RAY,

Petitioner

VS

STATE OF TENNESSEE

and

LEWIS TOLLETT, WARDEN OF
STATE PENITENTIARY AT
PETROS, TENNESSEE,

Defendants

PETITION FOR POST CONVICTION RELIEF

Comes now your petitioner, JAMES EARL RAY, by and through his attorneys, J. B. STONER and RICHARD J. RYAN, and respectfully shows to the Court that he is being illegally and wrongfully restrained of his liberty by the warden of the penitentiary of the State of Tennessee, located near Petros, Tennessee, in Morgan County.

Petitioner states that his name is JAMES EARL RAY; that his present address is the Brushy Mountain Prison at Petros, Tennessee; that he is under confinement, being sentenced on the charge of murder under Criminal Court Docket No. 16645 of Shelby County, Tennessee; that the sentence was pronounced by the late Honorable Preston Battle on March 10, 1969, in Division III of the Criminal Court of Shelby County, Tennessee; that the sentence was for a term of ninety-nine (99) years; that he is confined to the Brushy Mountain Penitentiary at Petros, Tennessee, in the custody of Warden Lewis Tollett who is presently charged with the custody of petitioner; that said

custody began on or about March 25, 1970; that prior to that date your petitioner was confined in the State Penitentiary in Nashville, Tennessee, in the custody of William S. Neil, Warden.

Petitioner would show that he heretofore filed a Motion for a New Trial; that prior to the hearing the presiding judge the Honorable Preston Battle died; that an Amended Motion was filed suggesting the death of the trial judge; the State of Tennessee filed a Motion to Strike and was granted by the succeeding judge, the Honorable Arthur Faquin, said judgment being appealed to the Court of Criminal Appeals and the Supreme Court of the State of Tennessee which was subsequently affirmed and the Petition to Rehear denied.

Petitioner would show the following facts to establish his claim for relief:

I.

That he and his two prior attorneys in Cause No. 16645 in the Criminal Court of Shelby County, Tennessee, entered into contracts with the author William Bradford Huie while petitioner was in the Shelby County jail awaiting trial, said contracts being primarily to sell the publishing and movie rights concerning petitioner's case; that this sale was to be made to the said William Bradford Huie for substantial sums of money, evidenced by the five attached exhibits which are attached hereto and made a part of this Petition.

II.

Petitioner alleges that the said contract and letters contained in the attached exhibits, which are attached hereto

and made part of this Petition, establish a conflict of interest between him, the petitioner, and his two prior attorneys; that petitioner would have no story to sell and no movies with publishing rights to convey if he were allowed to take the witness stand; that such an action on his part would allow all facts in this cause to become a matter of public record for the free use of all.

III.

Petitioner alleges that in the establishment of conflict of interest between petitioner and his two prior attorneys, as evidenced by the attached exhibits, that the said prior attorneys actually represented William Bradford Huie and their own financial interests and not his, your petitioner's. Petitioner alleges that there would be no profit to anyone if he persisted in his "Not Guilty" plea; that your petitioner was pressured and induced into entering a plea of "Guilty" and respectfully directs the Court's attention to the attached exhibits.

IV.

Petitioner is informed, and therefore alleges, that the author William Bradford Huie made the statement that your petitioner "Must not take the witness stand in his expected trial, because if he did take the witness stand, then he (William Bradford Huie) would have no book".

V.

Petitioner's failure to have legal counsel as guaranteed by the said Fourteenth and Sixth Amendments to the

United States Constitution and Article I Section 9 of the State of Tennessee Constitution is in reality a greater disservice to him, the petitioner, than having incompetent counsel and is a gross denial of due process and effective representation of counsel so as to be such as to make your petitioner's plea of "Guilty" a farce, a sham, and a mockery of justice.

VI.

That petitioner's second attorney in this cause pressured him, and he, the petitioner, under duress due to this pressure, entered a plea of "Guilty" due to this conflict of interest between said attorney and petitioner and for the sole financial gain of the said attorney, as evidenced by petitioner's attached exhibits which are hereto attached and made a part hereof.

VII.

That during petitioner's incarceration in Shelby County Jail prior to March 10, 1969, such conditions existed that deprived your petitioner of his free will whereby he was incapable of conferring with his attorneys thereby depriving him of legal counsel, resulting in an involuntary plea of guilty.

Some of the additional facts supporting this Petition are as follows:

Petitioner avers that he has never had a trial and has never been accorded his day in Court. By way of being more explicit, petitioner would show to the Court that he was induced to plead guilty when, in fact, he was and is not guilty of the crime of murder.

See

Petitioner avers that he was in jail without bond and that he employed one Percy Foreman of the Texas Bar to represent him. That he at all times represented to the said Foreman that he was innocent. Petitioner would like to remind the Court that this was a case that attracted international attention due to the prominence of the person alledged to have been murdered, and that the Trial Judge deemed it necessary to take unusual and rigorous steps in an effort to prevent either the State or this petitioner from being prejudiced by the welter of lurid publicity which attended this case.

Your petitioner avers that he was kept in solitary confinement before and during his appearances in Court; under the pretence that the petitioner was in danger of being assassinated; he was kept in a lighted cell and under constant surveillance, day and night. That the Sheriff of Shelby County even went so far as to install a closed-circuit television set in his cell and that he was thus being watched at all times through this device, in addition to the guards who attended him day and night. That due to the presence of the guards and the listening and seeing devices, petitioner was never accorded a private conference with his attorney.

Petitioner would further show that he had originally been represented in this matter by one Arthur Haynes of the Alabama Bar, but was advised by the said Percy Foreman to discharge Mr. Haines, which he did, soon after being brought to Shelby County.

Petitioner would show that this continued for some nine months and during his several appearances in the Criminal Court of Shelby County. Petitioner charges that due to this treatment he was unable to rest and sleep in anything like a normal manner. He would show that he became so nervous and distraught of mind that he was unable to make intelligent decisions in his case and was wholly dependant on his counsel, in whom he had great confidence at that time.

h.e.R.

Petitioner further avers that his attorney, Percy Foreman, entered into a contract with one or more writers who were desirous of obtaining the exclusive rights to the facts of the petitioner's version of the case, and this could not be accomplished if there was an open trial of the case, as the facts of such a public trial would thereby become public knowledge. Petitioner avers that Attorney Foreman conceived the diabolical idea that if he could induce petitioner to plead guilty, these ends could be thus achieved.

Petitioner charges that his attorney instituted a course of action toward him designed to pressure petitioner into pleading guilty. Your petitioner avers that his attorney's action was not taken for the welfare of petitioner but was done by his said attorney so that he could collect large sums of money from the writer or writers with whom he had contracted. Petitioner further avers that his said attorney finally told him that the only way his life could be saved was for him to plead guilty. He would further show to the Court that the said Percy Foreman appeared on national television (the Dick Cavitt Show) and openly bragged that he had coerced petitioner into pleading guilty by telling him that he would be executed if he went to trial.

Petitioner would show to the Court that the said Percy Foreman is a dominating person and that he is supremely egotistical. Petitioner fully realizes the perils involved in disregarding the advice of one's lawyer; this, coupled with the other factors herein set out; to-wit: his nervousness and mental over-wroughtness, (due to the unusual treatment he was subjected to during his confinement), caused him to enter the plea of guilty as heretofore set out.

Your petitioner avers that another Judge, the Hon. Arthur Faquin, serving in place of Judge Battle, ruled that since he had pleaded guilty, there could be no motion for a new trial heard, and refused to set aside the judgment. The case was carried to the highest appellate courts of this

fax

State and finally the Supreme Court of Tennessee affirmed the judgment of the Criminal Court of Shelby County. This was done despite the statutes of Tennessee which require a new trial where the presiding Judge has died before passing on such motions. The prior decisions of the Supreme Court of Tennessee had held this to be a wholesome law since the judge who heard the case was the only judge who could properly and legally authenticate the record in the case for review by the Supreme Court.

Petitioner, therefore, avers that he has not been accorded the "equal protection" guaranteed him by the FOURTEENTH AMENDMENT of the United States Constitution.

He avers that his rights guaranteed him by the State and Federal Constitutions to counsel at all stages of his trial have been grossly violated.

Your petitioner charges that his rights of "due process" guaranteed him by both the State and Federal Constitutions have been grossly violated.

Petitioner avers that he only pleaded guilty because of the above-stated reasons and not because he was in fact guilty.

He would show to the Court that the State's case has not been prejudiced, and that he has obtained no unfair advantages by reason of his plea of guilty.

Your petitioner further charges that this matter was brought to the attention of the Judge who originally presided in this case, and before the death of Judge Battle, and to the attention of the successor Judge and the District Attorney General, within a short time thereafter; the matters contained in this complaint were brought to the attention of the Court and the prosecution promptly, so that delay could not have been petitioner's motive, nor could the passage of such a short period of time have impaired the chances of the prosecution in presenting whatever case they have or may have not had. Petitioner hereby makes his affidavit a part of this petition and is filing the same with this petition.

PREMISES CONSIDERED, PETITIONER PRAYS:

1. That he be allowed to file this petition;
2. That the Writ of Habeas Corpus issue requiring the warden, Lewis Tollett, to have the person of the petitioner before this Court at such time and place as this Court may require and order, so that the legality of his restraint may be inquired into.
3. He prays that he be allowed to withdraw his plea of guilty and that the judgment upon which he is being restrained, be set aside and for nothing held and that he be granted a trial on his plea of not guilty.
4. He prays for such other, further and general relief as the equities and justice of the case may demand.

x James Earl Ray
(PETITIONER) JAMES EARL RAY

Richard J. Ryan
R. B. Stoner
ATTORNEY FOR PETITIONER

STATE OF TENNESSEE)
MORGAN COUNTY)

Personally appeared before me JAMES EARL RAY, the petitioner herein, and who makes oath in due form of law that he has read the foregoing petition and the facts set forth in the petition are true to the best of his knowledge, information and belief, and in substance and in fact.

WITNESS MY HAND AND SEAL OF OFFICE this the 19th day of April, 1970.

Fern Neuhau
NOTARY PUBLIC

MY COMMISSION EXPIRES: April 4, 1972

MAIN AT RISK

LAW OFFICES OF
PERCY FOREMAN
1804 SOUTH COAST BUILDING
HOUSTON, TEXAS 77002

CA 4-9321

March 9th, '69

Mr. James Earl Ray,
Shelby County Jail,
Memphis, Tennessee.

Dear James Earl:

You have heretofore assigned to me all of your royalties from magazine articles, book, motion picture or other revenue to be derived from the writings of Wm. Bradford Huie. These are my own property unconditionally.

However, you have heretofore authorized and requested me to negotiate a plea of guilty if the State of Tennessee through its District Attorney General and with the approval of the trial judge would waive the death penalty. You agreed to accept a sentence of 99 years.

It is contemplated that your case will be disposed of tomorrow, March 10, by the above plea and sentence. This will shorten the trial considerably. In consideration of the time it will save me, I am willing to make the following adjustment of my fee arrangement with you:

If the plea is entered and the sentence accepted and no embarrassing circumstances take place in the court room, I am willing to assign to any bank, trust company or individual selected by you all my receipts under the above assignment in excess of \$165,000.00. These funds over and above the first \$165,000.00 will be held by such bank, trust company or individual subject to your order.

I have either spent or obligated myself to spend in excess of \$14,000.00, and I think these expenses should be paid in addition to a \$150,000.00 fee. I am sure the expenses will exceed \$15,000.00 but I am willing to rest on that figure.

Yours truly,

Percy Foreman

PF-4

James Earl Ray

MAIN AT RISK

LAW OFFICES OF
PERCY FOREMAN
814 SOUTH COAST BUILDING
HOUSTON, TEXAS 77002

CA 4-9321

March 9, 1969

Mr. James Earl Ray,
Shelby County Jail,
Memphis, Texas.

Dear James Earl:

You have asked that I advance to Jerry Ray five (\$500.00) of the "\$5,000.00", referring to the first five thousand dollars paid by Wm. Bradford Huie. On January 29th, Mr. Huie advanced an additional \$5,000.00. At that time I had spent in excess of \$9,500.00 on your case. Since then, I have spent in excess of \$4,000.00 additional.

But I am willing to advance Jerry \$500.00 and add it to the \$165,000.00 mentioned in my other letter to you today. In other words, I would receive the first \$165,500.00. But I would not make any other advances - just this one \$500.00.

And this advance, also, is contingent upon the plea of guilty and sentence going through on March 10, 1969, without any unsocial conduct on your part in court.

Yours truly,

Percy Foreman

PF-4

P.S. The rifle and the white mustang are tied up in the suit filed by Benfro Hays. Court costs and attorneys fees will be necessary, perhaps, to get them released. I will credit the \$165,500.00 with whatever they bring over the cost of obtaining them, if any.

James Earl Ray

Percy Foreman
Percy Foreman

WILLIAM BRADFORD HUIE

HARTSELLE, ALABAMA

March 7, 1969

Dear James Ray....

Enclosed you will find:

1. The original agreement signed by you, Mr. Hanes, and me.
2. The letter attached to that agreement by which I agreed to advance \$35,000 in anticipation of earnings from this project.
3. Receipts from your attorneys for the \$40,000 which I have advanced to date. (\$30,000 to Mr. Hanes and \$10,000 to Mr. Foreman.)

I am also having sent to you, from my attorneys, the Supplementary Agreement which was signed by Mr. Foreman, Mr. Hanes, you and me. I suggest that you sign another copy of this for Mr. Foreman, so that we can have two copies bearing all four original signatures.

This gives you copies of all agreements existing between you and me; and you will note that I have followed them to the letter. I will continue to do so.

To this date this project has earned \$30,000. Additional earnings will shortly be received from LOOK magazine, from foreign magazines, and from Dell Publishing Company, which will publish the book in May.

LOOK Magazine will publish my next article on April 15th. The book, titled HE SLEW THE DREAMER, will be published about May 15th.

I am currently negotiating with Carlo Ponti, the film producer, over picture rights. I'll keep you informed of developments.

As soon as you are moved to Nashville, I will attempt to see you....or rather we will attempt to get permission for you to see me. We need a picture of you to use on the front cover of the book.

Jerry keeps in touch with me; and if it is your desire you can count on me to keep in touch with you indefinitely. I'll help you in any way I can.

And of course I will keep both you and Mr. Foreman informed as to earnings.

Best wishes. *Bill Huie*

WILLIAM DRADFORD HUIE

HARTSELLE, ALABAMA
July 8, 1968

Mr. Arthur J. Hanes
Attorney at Law
617 Frank Nelson Building
Birmingham, Alabama 35203

Dear Art:

This letter is meant to be part of our Agreement, signed on this date, and is an extension and clarification of Article 5 of said Agreement.

It is known and understood by you, Ray, and me that all advances made by publishers to an Author on a book contract are merely loans, returnable in full if, for any reason whatever, the book is not completed and accepted; and these advances or loans become income to the Author only after completion of the book and after its acceptance by the publisher.

Therefore, any monies paid by me to you and Ray while I am researching and writing this book are, in effect, loans from me to the two of you. However, under the circumstances, I am willing to consider these monies or advances made by me to the two of you non-returnable, if you and Ray will agree that these payments or advances shall not exceed the following schedule of payments:

1. On the signing of the first, or book, contract, I will pay you the sum of \$10,000.00. It is assumed that this will be on or about July 15th, not later than July 20th.
2. On the first day after Ray has been lodged in a jail in the United States, I will pay \$5000. It is assumed that this will be about August 1st.
3. One month after Ray has been lodged in the United States, I will pay \$5000.
4. Similarly, a month later, another \$5000.
5. Similarly, a month later, another \$5000.
6. Similarly, a month later, another \$5000.

Mr. Arthur J. Hanes

Page 2

July 8, 1969

7. Similarly, a month later, another \$5000.

In short, on signing, on Ray's return, and during the first five months after his return, I am obligating myself to pay you and Ray, under terms of our Agreement, to pay you and Ray a total of \$35,000. All payments, as per our Agreement, will be made to you by my agent, Ned Brown, and these payments in equal amounts, will be charged against whatever may become due to you and Ray under the Agreement.

Five months after Ray's return, assuming that I receive all the cooperation from you and Ray guaranteed by the Agreement, I expect to have completed the book, or to have obtained legal extensions from the publisher, you and Ray. Normally a publisher has 30 days in which to accept or reject the book. Once the book has been accepted, the entire publishing advance will be paid; and thereafter, all payments made to me, from any and all sources, will be income, not loans; and this income will be divided and paid promptly as provided under the Agreement.

Your signature, along with that of Ray affixed by you under your Power of Attorney, will attest Agreement.

William Bradford Huie
William Bradford Huie

Arthur J. Hanes
Arthur J. Hanes

James Earl Ray
James Earl Ray

AGREEMENT

AGREEMENT ENTERED INTO THIS 6 DAY OF JULY, 1968,
by and between William Bradford Huie (herein "Author"), James
Earl Ray (herein "Ray") and Arthur J. Hanes (herein "Hanes").

1. This Agreement is entered into with reference to the following;

(a) Author is and has been for many years a writer of international reputation and has had numerous books and articles published and serialized throughout the world.

(b) Ray has been charged with the murder of Martin Luther King, Jr.; and it is anticipated that a trial (herein "the Trial") of Ray for such murder will be held in the State of Tennessee in the near future.

(c) Hanes is an attorney at law licensed to practice as such in the State of Alabama; Ray and Hanes and each of them represent that Ray has engaged Hanes to act as his attorney in the Trial, that Hanes has accepted such engagement and that he will so act.

(d) Author proposes to write literary material dealing with the assassination of Martin Luther King, Jr., the alleged participation of Ray therein, and the Trial, for the purpose of establishing the truth with respect thereto.

(e) Ray and Hanes are desirous of assisting Author in such writing by furnishing to him such material relative to the subject matter of such writing which Author might not otherwise be able to obtain.

2. Ray and Hanes and each of them agree that they will use their best efforts to arrange as many personal interviews between Author and Ray and on the earliest occasions which may be permitted by the authority having jurisdiction over the institution in which Ray is then confined; and that they and each of them on such occasions and otherwise, through Hanes or other persons, will impart to Author such information (herein the "Private Material") with respect to the assassination of Martin Luther King, Jr., the alleged participation of Ray therein, and the life and activities of Ray, as they or either of them may have or reasonably may be able to obtain; and that Author shall have the right to use the Private Material or any part thereof in his writing of said literary material.

3. The literary material which Author proposes to write as aforesaid, including such of the Private Material as Author in his sole discretion elects to use, is hereinafter referred to as "said work". Author shall have, and if and to the extent that they or either of them have any rights, titles, or interests therein, Ray and Hanes, and each of them, give, sell, assign and transfer to Author, forever, the following absolute, exclusive and unqualified rights: the right to write said work and to use the same, in whole or in part, in whatever manner Author in his sole discretion may elect, including but not limited to the right to make and/or cause to be made magazine, book, dramatic, motion picture, television and/or other

adaptations of every kind, of said work or any part thereof, and for the purpose of making any of said adaptations Author or his designees may change, interpolate in, add to or subtract from or make foreign language versions of, said work, to such extent as Author in his sole discretion may elect; the sole and exclusive right to make motion pictures and television pictures of all kinds based in whole or in part on said work and/or containing characters of said work (including remakes of and/or sequels to any such pictures), with the right to sell, lease, license and generally deal in the same throughout the world, forever; the right to use the name, voice and/or likeness of Ray and Hanes, or either of them, in or as the title of said work; the right to obtain copyright in the name of Author or otherwise in all countries throughout the world, in and to said work and/or any of said adaptations; the sole and exclusive right to negotiate for, execute and deliver, in the name of Author alone or in the names of Author, Ray, and Hanes, or any of them (but without consulting with or obtaining the approval or consent of Ray or Hanes thereto), such licenses, grants, agreements, and contracts with respect to said work, any of said adaptations, and/or any of the rights hereinabove set forth, as Author in his sole discretion may elect; for this purpose (but without limiting the generality of the foregoing) Ray and Hanes and each of them hereby irrevocably appoint Author the true and lawful attorney of them and each of them to negotiate for, execute and deliver, in the names of Author, Ray and Hanes, or any of them, as Author may elect, any and all such licenses, grants, agreements and contracts.

4. Without in any manner limiting the generality of the foregoing, Ray and Hanes and each of them agree, upon demand, to execute and deliver to Author or his designees any and all such instruments, including but not limited to assignments, consents, approvals, and releases, which in the judgment of Author may be necessary or desirable to implement, effectuate or protect the rights of, or rights, titles and interests herein given or agreed to be given to, Author with respect to said work and/or any of said adaptations.

5. In full consideration for all rights, titles and interests

given or agreed to be given by Ray and Hanes to Author hereunder and

for all agreements and acts of Ray and Hanes hereunder or pursuant

hereto, Author agrees to pay to Ray and Hanes each, thirty per cent

of the gross receipts from said work. All receipts shall be paid to

and collected by the Author's agent, Ned Brown, Inc., 315 South

Beverly Drive, Beverly Hills, Calif., and said Author's agent shall

make payments to Ray and Hanes each, or their respective designees

or assignees, within ten days after receipt. The Author's agent

shall also, at quarterly intervals, furnish statements reflecting all

transactions in reasonable detail. The Author's agent shall also,

within ten days after their completion, furnish to Ray and Hanes

copies of any and all contracts entered into by the Author.

6. Notwithstanding anything elsewhere herein contained, the parties expressly understand and agree as follows:

(a) Author has no obligation of any kind to Ray, Hanes or others to write or make or cause to be written or made said work or any of said adaptations, or to use any of the Private Material in said work or said adaptations. Author has not represented, warranted or agreed and does not represent, warrant or agree that if he does write or make or cause to be written or made said work or any of said adaptations he will in fact enter into any license, grant, agreement or contract relative thereto, or that in any event there will be any Author's net profits from said work in any particular amount or at all.

3/15/68
W.B.H.
(b) ~~In the event Author does not have an interview with Ray within 90 days after the date of this Agreement or the date when Ray first enters the United States hereafter, which ever is the later date, Author shall have the right and option, by written notice to Ray and Hanes, to terminate this Agreement and all of the respective rights and obligations of the parties hereunder. In the event any such notice is given, notice to Ray shall be deemed to have been sufficiently given, if mailed or delivered to the warden or other person in charge of the institution in which Ray may be confined at the time of the giving of such notice.~~

(c) Author shall receive credit for the writing for said work and/or said adaptations in such manner as Author may elect.

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, executors, administrators, heirs, legatees, or assigns. Neither party shall assign this Agreement, all or any part of the rights, titles and interests herein given or agreed to be given to Author hereunder, and/or all or any part of any rights herein referred to, to any persons, firms and/or corporations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

William Bradford Huie
William Bradford Huie
Author

James Earl Ray
James Earl Ray
Ray

Arthur J. Hanes
Arthur J. Hanes
Hanes

SS:

On July 4, 1968 before me, the undersigned Arthur J. Hayes Jr. personally appeared WILLIAM BRADFORD HITE known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESSETH my hand and official seal.

Arthur J. Hayes Jr.

SS:

On Aug 1, 1968 before me, the undersigned Arthur J. Hayes Jr. personally appeared JAMES EARL RAY known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESSETH my hand and official seal.

Arthur J. Hayes Jr.

SS:

On July 8, 1968 before me, the undersigned Arthur J. Hayes Jr. personally appeared ARTHUR J. HAYES known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESSETH my hand and official seal.

Arthur J. Hayes Jr.

STATE OF TENNESSEE, ex rel
JAMES EARL RAY,

Petitioner

VS.

LEWIS TOLLETT, Warden of the
State Penitentiary at Petros,
Tennessee,

Defendant

NO. _____

IN THE CRIMINAL COURT OF
SHELBY COUNTY, TENNESSEE,
SECOND DIVISION

AFFIDAVIT OF JERRY RAY

I, Jerry Ray, make oath in due form of law that in November, 1968, I talked to Mr. Percy Foreman. That in that conversation, I told Mr. Foreman that I had talked to the writer, Mr. Huie, and that he had said to me that if my brother, James Earl Ray, took the witness stand it would ruin his book. Mr. Foreman told me then that if my brother went to trial with Mr. Arthur Haynes as his lawyer, he would be electricuted as Mr. Haynes and Mr. Huie were old friends and that all these men were after was the money.

Later, Mr. Foreman came to St. Louis, Missouri, and tried to get me, and other members of the family, to get James Earl Ray to plead guilty. He told us that he knew that James Earl Ray did not kill Martin Luther King, Jr., but that due to the publicity and the fact that James Earl Ray had been previously convicted, he would be convicted. At that time, he said that my brother, James Earl Ray, was insisting on a trial and did not wish to plead guilty. He told us that if James Earl Ray would plead guilty, he (James Earl Ray) would receive about \$200,000.00 from the book Huie was writing, and that he (Foreman) would get my brother paroled in about two years if he kept his mouth shut at the prison, as he knew who the next governor would be.

At the time I talked to the writer Mr. Huie, he told me that if James Earl Ray took the witness stand, it would destroy the book he was writing and that he could neither get the book published or if he did he could not get the same reviewed by the papers and other publications.

Mr. Foreman told me and other members of the family that the prosecution and/or the F.B.I was bribing witnesses, specifically a man by the name of Stevens who the prosecution was bribing by offering him a large sum of money as a reward.

I, of course, refused to do this.

Jerry Ray
JERRY RAY

STATE OF TENNESSEE)
COUNTY OF

Personally appeared before me, Jerry Ray, and who makes oath in due form of law that the facts set out in the foregoing affidavit are true to the best of his knowledge and belief and in substance and in fact.

Richard J. Myers
NOTARY PUBLIC

My Commission Expires:

January 18, 1972

44-1987-Sub-C-148

SEARCHED

SERIALIZED llb

INDEXED

FILED llb

4-14-70

AIRTEL

AM

TO: DIRECTOR, FBI (44-38861)
FROM: SAC, MEMPHIS (44-1987-SUB-0)
MURKIN

Re Memphis Airtel 3-20-70.

Submitted herewith for completion of Bureau files is copy of a petition for post conviction relief filed by JAMES EARL RAY's attorneys, J. B. STONER and RICHARD J. RYAN. This petition was filed in the Criminal Court of Shelby County, Tennessee, on 4-13-70.

Of possible interest to the Bureau is an affidavit of JERRY RAY, brother of JAMES EARL RAY, which is also attached to the overall petition. JERRY RAY in his petition, under oath, claims that Mr. FOREMAN told him and other members of the family that the prosecution and/or the FBI was bribing witnesses, specifically a man by the name of STEPHENS. Reportedly, the prosecution was bribing STEPHENS by offering him a large sum of money as a reward. The STEPHENS mentioned by JERRY RAY is, of course, CHARLES QUITMAN STEPHENS, who occupied the room adjacent to JAMES EARL RAY at 422 $\frac{1}{2}$ South Main Street, Memphis. There is, of course, absolutely no basis for JERRY's statement that the FBI was bribing STEPHENS.

Executive Assistant Attorney General LLOYD A. RHODES advised that there is absolutely no basis for the statement that the prosecution was bribing STEPHENS by offering him a large sum of money as a reward. RHODES indicated that although there is no time limit for them to answer the petition they intend to do so within the next 30 days.

Memphis will keep the Bureau advised of developments.

2 BUREAU (Enc.)
1 MEMPHIS
RGJ:BN
(3)

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44-1987-SUB-0-149

4/16/70

AIRTEL

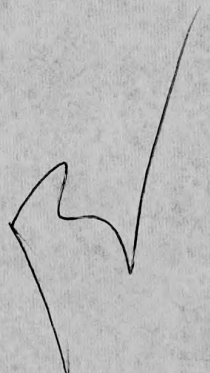

TO: DIRECTOR, FBI (44-38861)
FROM: SAC, MEMPHIS (44-1987) (P)
SUBJECT: MURKIN

ReBuairtel to ME 4/14/70 and MEairtel to Bureau 4/14/70 wherein Memphis enclosed for the Bureau's information a copy of the "Petition for Post Conviction Relief" filed in behalf of JAMES EARL RAY.

LLOYD A. RHODES, Executive Assistant Attorney General, Shelby County, Memphis, Tenn., has advised that he feels confident that the Honorable ARTHUR C. FAQUIN, Shelby County Criminal Court Judge, Division II, Memphis, will deny RAY's "Petition for Post Conviction Relief." However, he pointed out that if this petition is denied, RAY still has appeal recourse through the Tennessee Appellate and State Supreme Courts.

The Bureau will be kept advised of further developments in this matter.

2 - Bureau
2 - Memphis
RFB:LF
(4)



44-1987-Sub D-150

llh

llh