

EXHIBIT NO. 3--AFFIDAVIT OF JAMES EARL RAY

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I, JAMES EARL RAY, being first duly sworn, depose as follows:

1) I was arrested at Heathrow Airport in London, England on June 8, 1968. After my arrest I was held incommunicado for approximately four days before I was taken before an English Magistrate and ordered held for an extradition hearing.

2) Shortly after my incarceration, I wrote Attorney Arthur Hanes in care of the Birmingham, Alabama Bar Association. Although I did not ask Mr. Hanes to take the case, I did ask him to meet me in Memphis, as I was concerned that prosecution agents would falsely accuse me of making an oral statement if I was alone with them in Memphis.

3) While in London I also wrote Attorney F. Lee Bailey, but Mr. Bailey wrote Mr. Michael Eugene, the English solicitor appointed to represent me, that he would have to decline because of a possible conflict of interest.

4) Although the Bow Street Magistrate's Court appointed Mr. Eugene, a solicitor, to represent me, I was never told by the British authorities that I was entitled to counsel of my choice. Mr. Eugene did tell me that the American Embassy urged me not to hire Mr. Hanes because of his politics and reputation but offered to find counsel for me.

5) Mr. Hanes wrote Mr. Eugene and inquired about his fee. In the meantime, I wrote my brother John and asked him to give Hanes enough money so that he could meet me in Memphis. However, Mr. Hanes then wrote me that he would take the case and was coming to England to confer with me on some legal questions.

6) When Hanes came to London to see me, the British government refused to let him see me. I complained to Superintendent Thomas Butler, the police officer in charge of my custody, about not being allowed to confer with counsel; Butler told me that the United States Attorney, Fred M. Vinson, was "calling the shots."

7) After I complained in court about not being permitted to confer with counsel, Mr. Hanes was allowed to visit me on his second trip to London.

8) On July 5, 1968, I met with Hanes for the first time for a period of about half an hour. Hanes brought with him two contracts. Hanes urged me to sign these contracts because he was already out a considerable amount of money and he would need even more funds to pay for his services.

9) Mr. Hanes also advised me to waive any further extradition appeals. Although I had planned to appeal, Hanes talked me out of it. At the time I made this decision, I did not then know of any agreement between Mr. Hanes and author William Bradford Huie which tied the payment of Mr. Hanes' fee to my extradition to the United States.

10) Between the time of my arrest and the date the Bow Street Court ruled that I would be extradited, I was represented only by court-appointed counsel. The court-appointed counsel did not discuss with me the affidavits in the extradition documents submitted to the court by the United States Government and made no attempt to base a defense upon them. At no time prior to my conviction did any of my attorneys show these affidavits to me or attempt to discuss them with me.

11) Although I had requested that Hanes be allowed to accompany me on the plane flight back to Memphis, the United States Attorney General, Mr. Ramsey Clark, barred Hanes from the plane.

After I was returned to Memphis and lodged in the Shelby County Jail, I was denied access to legal counsel and sleep until I submitted to palm prints.

12) On his second visit to see me after I was returned to Memphis, Hanes brought to the Shelby County Jail some agreements which he and William Bradford Huie had signed. Hanes urged me to sign these agreements. I suggested instead that public contributions might finance the trial. But Hanes told me that these contracts were the only method to finance the trial, so I deferred to the advice of counsel and signed these contracts about two weeks later.

13) Later on some disagreements arose between Hanes and me. The first disagreement arose because I asked Hanes for \$1250 so I could hire a Tennessee attorney and an investigator. Hanes was not licensed to practice law in Tennessee and he had described the reciprocity agreement between Tennessee and Alabama as a "one shot deal." Since there was some question as to whether Hanes could handle an appeal or a retrial in the event of a mistrial, I wanted to hire a Tennessee attorney, who was a member of the Tennessee Bar.

14) In addition, I wanted to hire a professional investigator. Huie was not a professional investigator and I did not want to rely on him because I knew that Huie conveyed to the FBI some of the information he got from Hanes for literary purposes, hence, it ultimately reached the prosecution.

15) The second disagreement arose because I wanted to take the witness stand in my own defense. I believed it was necessary to take the stand for two reasons in particular: 1) in order to explain some of my actions on the day of the crime and thus help prove my innocence; and 2) I did not want to reveal this

information to my attorney because I had reason to believe that Hanes was passing all information I gave him on to Huie, who in turn forwarded it to the FBI, so that it ultimately reached the prosecution.

16) Hanes also turned down this second request, saying, "Why give testimony away when we can sell it?"

17) I also asked Hanes to seek a continuance until the prejudicial publicity, including frequent news conference^s by Huie on Memphis T.V., stopped. Hanes argued that the contracts with Huie specified a time limit for the trial to begin if we were to receive funds to conduct the defense.

18) Despite these disagreements, I was prepared to go to trial with Hanes on November 12, 1968. But two or three days before the trial date my brother Jerry visited me. Jerry said he had recently spoken with Huie and that Huie told him that if I testified in my own behalf it would destroy the book he was writing. Jerry asked me if he should try and find another attorney. I told him, no, it was too late. When Jerry left that day I was still planning to go to trial with Hanes on November 12th.

19) However, on or about November 10th, Percy Foreman came to the Shelby County Jail and asked to see me. I had not requested any legal assistance from Foreman and had refused to write him, but when he showed up at the jail, under the circumstances I felt I had to see him.

20) Foreman had with him copies of the Huie-Hanes contracts. Foreman said that he had read the contracts and concluded that the only thing Hanes and Huie were interested in was money. Foreman said Hanes and Huie were personal friends and that if I stuck with them I would be "barbecued".

21. I told Foreman that since I had signed the contracts there wasn't much I could do. Foreman replied that if I hired him, he could break the contracts because I had been taken advantage of due to my lack of education in such matters.

22. Foreman assured me that if he became my attorney there would be no books until after the trial was over. He also assured me that he would honor my request and hire a Tennessee lawyer to assist us.

23. When I asked Foreman how he would finance the trial he replied, "let me worry about that". Then he stated that after the trial he would make a deal with some book writer, but he assured me that he wouldn't compromise the defense with any pre-trial deals.

24. Foreman told me his fee for taking the case would be \$150,000 and that this would include the trial and any appeals that were necessary. As a retainer, Foreman asked me to sign over to him the 1966 Mustang and a rifle which the prosecution was holding as evidence. Although I did not regard these as my property, I assigned both the Mustang and the rifle to Foreman as a retainer.

25. After receiving these assurances from Foreman, I then wrote out a statement dismissing Hanes and stating that I would hire a Tennessee lawyer.

26. After I had dismissed Hanes, Huie wrote and offered to pay \$12,000 to me or my brother. I refused the offer. I later learned that he made the same offer to my brother, Jerry.

27. After Foreman became counsel of record, he said he would retain Nashville attorney John J. Hooker, Sr., to assist in the case. I agreed. Later, when I was in court for the December 18, 1968 hearing, Foreman told me that the court would appoint the

Public Defender to the case. When I questioned the appointment, Foreman said that he, Judge Battle, and Mr. Hugh Stanton, Sr., had agreed before the hearing to bring the Public Defender's Office into the case. Foreman also stated that he had discussed this appointment with Stanton privately and that it would save us money. However, Foreman assured me that he would still retain John J. Hooker, Sr.

28. Although I never wanted the Public Defender to represent me, on January 17, 1969, Judge Battle appointed Stanton as full counsel to the case. When Stanton came to the jail to see me, I told Captain Billy Smith that I did not wish to see Stanton. However, Capt. Smith permitted Stanton into the block anyway. I informed Stanton that I didn't want to discuss anything with him and that I would write him a letter explaining why. Stanton left the cell block saying that he didn't have time for the case anyway.

29. I then wrote a letter to Stanton saying that I didn't want judges and prosecutors deciding who would defend me.

30. Early in Foreman's tenure he suggested that I confirm in writing some theories being propounded by a writer, George McMillan, who was collaborating on a book about the case which was described in the press as a Midwest Tobacco Road type book. Foreman stated that this would yield \$5,000 that he could use for defense purposes. I rejected Foreman's suggestion.

31. Later Foreman brought a \$5,000 check from Huie and got me to endorse it, saying he would use the money as a retainer for John J. Hooker. I signed the check for this purpose. Foreman never hired Hooker, except to represent himself in a civil suit I later filed against Huie, Foreman, and Hanes.

32. During this period I suggested to Foreman that we ought to institute some type of legal action to prevent the publication of prejudicial stories. Foreman rejected this, saying, "Why stir up a barrel of rattlesnakes?"

33. On or about January 29, 1969, Foreman brought a contract to the jail and advised me to sign it. Then, on or about February 3, 1969, Foreman brought another contract and advised me to sign it too. At the time he brought the second contract in for me to sign, Foreman told me that the case was progressing well and that he could prove I was innocent. He also stated that the trial would start in the near future. On his recommendation, I signed these contracts.

34. Either on the day I signed the February 3rd contract or at the time of Foreman's next visit, Foreman showed me some photographs of some white males which were supposedly taken at the scene the day President Kennedy was assassinated in Dallas. (One of the photographs of these men is attached as Exhibit). I am not sure whether Foreman told me that he had received these photographs from the FBI or whether he got them from William Bradford Huie who in turn received them from the FBI. However, Foreman stated that the men in these photographs were either anti-communist Cubans or were associated with anti-communist Cubans and that they were people the FBI wanted to get out of circulation. Foreman asked me if I would identify one of these men as the man who shot Martin Luther King if the FBI arrested him and transported him to Memphis. As best I can recall, Foreman had some deal cooked up with Life Magazine about these photographs. I told him that I didn't want to get involved in that type of thing. When he was about to leave, Foreman asked me if that was my last word on the subject. I told him it was.

35. Foreman kept assuring me that everything was going well and did not make any mention of a guilty plea until about February 13, 1969. On that occasion he brought to the jail several typewritten pages for me to sign. These sheets authorized Foreman to negotiate a guilty plea and one clause in it cleared William Bradford Huie and Look Magazine of having damaged my prospects for a fair trial. Another clause in the letter asserted that if I stood trial I would receive the electric chair. I later learned that Foreman had authorized Stanton to negotiate a guilty plea even before Christmas.

36. Mr. Foreman's monologue was very strident that day. He kept insisting that I sign the papers and I had to ask him several times to keep his voice down so that the guards and the open microphone would not pick up our conversation.

37. When Foreman visited me on or about February 18, 1969, he delivered the same monologue, so I signed the letter. However, as I told Foreman, I did not sign it with the intention of pleading guilty.

38. Foreman then gave me another letter to sign. Because it was not possible to talk with Foreman while he was delivering his monologues, I had in the meantime written out a two-page letter giving the list of reasons why I did not think that I should plead guilty. I gave this letter to Foreman for him to read.

39. I still tried to persuade Foreman that we should stand trial. I asked him why it was necessary to plead guilty when I wasn't guilty. Foreman gave me the following reasons why a guilty plea was necessary:

A. Foreman said the news media had already convicted me and cited the pretrial articles written in Life and Reader's Digest as examples. He also mentioned various articles which had appeared in the local press, particu-

larly the story by Charles Edmondson which had appeared in the Memphis Commercial Appeal on November 10, 1968, just two days before the trial date. In addition, Foreman cited the record of the amicus curiae committee headed by Attorney Lucius Burch and said that neither Judge Battle nor ^{the} amicus curiae committee which he had appointed would attempt to halt publicity unless it reflected on the prosecution case.

B. Foreman also suggested that it would be in my financial interest to plead guilty.

C. Foreman said that the prosecution had promised an eyewitness, Charles Quitman Stephens, a considerable amount of reward money for testifying against me. Foreman stated that Stephens had already been given a raise in his welfare check and that the prosecution was also paying his food and wine bills. Foreman also said that two Memphis attorneys had signed a contract with Stephens for 50% of all the revenue he received for his testimony, so they would look out for his interest.

D. Foreman also told me that John J. Hooker was going to be the next Governor of Tennessee; he said that if I would plead guilty he could get me a pardon in two or three years through Hooker.

E. Foreman also tried to tell me that there would be all blacks and Chamber of Commerce types on the jury and that the clerk of the court would manipulate the jurors picked against me.

40. Foreman also gave me some reasons why the prosecution and the trial judge did not want a trial and would therefore let me plead guilty. He said that the Chamber of Commerce was

pressuring Judge Battle and the Attorney General's Office to get a guilty plea because a long trial would have an adverse effect on business. Also, he said that the Chamber of Commerce wasn't unhappy about Dr. King being removed from the scene. In addition, Foreman stated that Judge Battle was concerned about the effect a trial would have on Memphis' image and had even dispatched Mr. Lucius Burch, the Chairman of his amicus curiae committee, to persuade members of the Southern Christian Leadership Conference (SCLC), Dr. King's organization, to accept a guilty plea.

41. After considering all that Foreman told me, I told him that I still wanted a trial. I told Foreman that I agreed with him that the media had had an adverse effect on the prospects of my receiving a fair trial; however, I didn't think that the public any longer believed every fabrication they read or saw on T.V., therefore, I thought it was possible to get a fair jury verdict, even though I was kind of scared that Chamber of Commerce types might be on the jury.

42. Foreman replied that if I plead guilty he would get me a pardon, after two or three years, through the office of Nashville, Attorney John J. Hooker, Sr., as a relative of Hooker's would then be Governor. But if I insisted on a trial, Foreman said he would hire a former Memphis Judge, Mr. Ben Hooks, as co-counsel. I knew from newspaper accounts that Hooks had resigned a judgeship to accept a position with SCLC. I told Foreman that having Hooks as co-counsel would be a clear conflict of interest, more so than the grounds on which F. Lee Bailey had refused to take the case. Foreman replied that as chief counsel he had the right to pick co-counsel.

43. By this time Foreman had finally got the message over me that if I forced him to go to trial, he would deliberately destroy the case in the courtroom. I reached this conclusion after a number

of things indicated to me that Foreman just didn't want to go to trial; so, because I had no other choice at the time, I tentatively agreed to enter a guilty plea to a technical charge.

44. Among the reasons which led me to conclude that Foreman was not working in my interest and did not go to trial were the following:

A. Foreman continually vacillated over the choice of Tennessee attorneys he would get to associate with him. From the very first he had agreed to my demand for a private attorney licensed in Tennessee. Instead, he brought in the Public Defender, although he still promised to try and get John J. Hooker to associate with us. Then he used Hooker's name when he wanted me to endorse a check to him, saying it was for Hooker. After the contracts were signed on or about February 3rd, he never mentioned Hooker again, but brought up the name of Judge Hooks.

B. After I had signed the February 3rd contract, I could never pin Foreman down to where he would commit himself to go to trial, except for the time he showed me the photographs of the men he said the FBI wanted out of circulation and asked me if I would identify one of them as Dr. King's assassins.

C. Foreman wanted me to sign an agreement clearing Look and Life Magazines. This made it look like Foreman was defending Huie and Look more than he was me.

D. Foreman never got copies of the extradition documents from England. In court he pretended this was due to confusion over how much the cost was in English currency. But only a very small amount of money was involved.

E. While I was in jail some police officers remarked that after Dr. King was shot all police officers within four miles of the scene of the crime had to submit a statement. The police said these statements might clear me of the crime. When the State produced its list of potential witnesses, I went over the list carefully. Only one policeman who was in the area at the time of the murder was listed as a potential witness. This seemed kind of strange, so I asked Foreman to get the police statements. Foreman refused to do this. He said that Frank Holloman, the Memphis Police Director, would destroy them.

F. In trying to force Foreman into a trial, I asked him to conduct a simple investigation. However, if he made any such investigation, he never told me the results.

G. In late February or early March I found out Foreman had lied to my family and tried to pressure them to get me to plead guilty.

H. Foreman just kept on insisting that I plead guilty, often in very strident monologues.

45. Combined, these things convinced me that Foreman just didn't want to go to trial, and would ruin me if I insisted.

46. After I had tentatively agreed to plead guilty, Foreman brought me a set of stipulations to sign. Foreman said he had gotten these stipulations from the Attorney General's Office. I objected to a number of the stipulations. I recall objecting to two in particular. One of these was a stipulation which was meant to be an embarrassing reference to Governor George Wallace. Foreman said that William Bradford Huie had gotten the Attorney General to insert that stipulation. The second was a stipulation concerning

my travels between March 30 and April 4, 1968. Foreman said that he couldn't get this stipulation removed because everybody associated with the prosecution either directly or indirectly insisted that it be included, including Attorney Lucius Burch and the FBI.

47. Later, during one^{of} Foreman's visits to the jail in early March, I made a last attempt to get a jury trial. Foreman had stated publicly, as well as mentioned to me several times, that he was concerned that the Negroes would think him a Judas for defending me. So, I asked Foreman to withdraw from the case if he didn't want to defend me for political or social reasons. I told Foreman that I would sign over to him the original \$150,000 we had previously agreed upon as his fee for defending me and that I would assign any funds over that amount which was received from the contracts to another attorney who would try the suit before a jury. I also asked Foreman to give my brother, Jerry, \$500 to help find such an attorney.

48. I then told Foreman that if he didn't agree to this I was going to explain my financial situation to the court and ask that I be allowed to defend myself or be given some other relief.

49. But Foreman refused to withdraw from the case. Instead, Foreman reminded me that Judge Battle had stated in court that I would either go to trial with Foreman as counsel or else it would be the Public Defender.

50. However, Foreman said that if I would plead guilty he would agree to limit his fee to \$150,000 and would advance my brother, Jerry, \$500. Funds from the contracts in excess of this amount would be held in trust for me and subject to my order. I agreed to this deal.

51. On March 9, 1969, Foreman presented me with two contracts to sign, both in the form of letters to me. In one of these two letters, Foreman made an advance of \$500 to my brother Jerry, "contingent upon the plea of guilty and sentence going through on March 10, 1969, without any unseemly conduct on your part in court."

52. In the second letter dated March 9, 1969, Foreman agreed to assign to me all the income in excess of \$165,000 which he would derive from the writings of author William Bradford Huie, "if the plea is entered and the sentence accepted ^{and} no embarrassing circumstances take place in the court room."

53. I signed both of these contracts so I could get some money to hire a new attorney.

54. During these maneuverings, Foreman had agreed, at my insistence, to remove most of the stipulations which had been in the first set of 56 or 57 stipulations which he had presented to ^{of} me. By the time/the trial date, the stipulations contained only those stipulations which were included in the voire dire.

55. On March 10, 1969, I pleaded guilty as I had agreed to. I did object during the proceedings when Foreman added to what I had agreed to in the stipulations and asserted that there was no conspiracy involved.

56. When I made the deal with Foreman to enter a guilty plea, Foreman implied that he would disassociate himself from the case after the plea was entered. However, after the trial I saw Foreman on the T.V. news. I knew from the comments Foreman made

on these news broadcasts that rather than disassociating himself from the case he was trying to present the prosecution case.

57. I had planned to wait a couple of years until some money accumulated under the Huie-Foreman contract before I hired a new attorney and tried to reopen the case. However, after seeing Foreman's news conferences on March 10 and 11, I knew I couldn't wait two years to reopen the case because by that time Huie and Foreman would have me convicted through the news media and Huie's book.

58. Judge Battle reinforced my view at a news conference in which he implied that he wanted a guilty plea because I might have been acquitted by a jury.

59. Therefore, on March 13, 1969, I wrote a letter to Judge Battle stating that Percy Foreman no longer represented me and that I would seek a trial. I then contacted other counsel and asked my brother Jerry to send counsel enough funds so that he could visit me and draw up a motion to set aside the plea.

60. After I wrote this March 13, 1969, letter to Judge Battle, the Tennessee Corrections Commissioner, Mr. Harry Avery, strongly advised me not to seek a trial. He said that if I didn't seek a trial, I would be treated like any other prisoner and would be released from isolation at the end of six weeks, but if I persisted in asking for a trial, he couldn't promise anything. He said he was speaking for the highest authority.

61. Then, on March 26, 1969, Mr. Avery refused to let counsel engaged by my brother, but unknown to me, into the prison to see me. Because I was not permitted to have counsel assist me in drawing up a petition to set aside the plea, I wrote a letter to Judge Battle that same day asking for a trial.

James Earl Ray
JAMES EARL RAY

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me this 21 day of SEPT., 1972,
deponent, JAMES EARL RAY, has appeared and signed this affidavit
first having sworn that the statements made therein are true.

My commission expires on AUG. 9, 1975.

[Signature]
NOTARY PUBLIC