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Ruby Lawyer Dwells On Letter by Judge

By CARL FREUND

Austin Bureau of The News

AUSTIN, Texas—An attorney for Jack Ruby said here Wednesday that Criminal Dist. Judge Joe B. Brown of Dallas wrote "a very revealing and shocking letter" in which he told of his willingness to "state an untruth."

The attorney, Phil Burleson of Dallas, referred to the letter repeatedly as he urged the Texas Court of Criminal Appeals to set aside Ruby's death sentence.

Burleson said Judge Brown had a financial stake in the outcome of the Ruby case since the jurist was writing a book about the case. As a result, Burleson argued, Judge Brown was legally disqualified from taking any action in the case and Ruby should get a new trial on a charge of murdering Lee Harvey Oswald.

Assistant Dist. Atty. James Williamson of Dallas disagreed.

The appeals court said it would study their arguments and the record in the case before announcing its decision.

BURLESON SAID Judge Brown wrote the letter March 12, 1965, to the New York firm which had contracted to publish his book.

Burleson said the second paragraph of this letter stated:

"About the book—it perhaps is a good thing that it is not finished because they (Ruby's lawyers) have filed a motion to disqualify me on the grounds of having a pecuniary interest in the case. I can relate that by stating that

there has been no book published or that I have not begun to write a book."

But in the next paragraph, Burleson said, Judge Brown wrote:

"We are coming along nicely. We have approximately 190 pages complete."

BURLESON SAID Judge Brown told the publishers elsewhere in the letter:

"As you probably read in the papers, the Court of Criminal Appeals tossed the case back to me to determine Jack Ruby's sanity. I have set the sanity hearing for March 29 and don't know the outcome, but it is my opinion they will never prove Ruby insane."

"The case is far from being over. Therefore, I ask your indulgence and patience as actually we may have a much, much better book than we had anticipated, but I do not want to put myself in the position of being disqualified."

Burleson said the letter showed that Judge Brown knew he was disqualified, but that he intended to keep acting in the case even though it required him to "state an untruth."

Burleson said the record shows other "inconsistencies" by Judge Brown, who received \$5,000 advance to write the book.

JUDGE BROWN was not in the courtroom here. He stated during a Dallas hearing last September that he was not actually writing a book at the time he sent the controversial letter.

Instead, Judge Brown said, Paul Crume, a Dallas News columnist, was "ghost writing" the book for him. The judge said he planned to edit and revise sections of Crume's manuscript before sending it to the publishers to carry out the contract.

The contract was not signed until July 21, 1964—four months after a Dallas County jury convicted Ruby of murdering the Marxist who had been charged with assassinating President Kennedy.

Burleson argued, however, that Judge Brown acted on defense motions after the contract was signed. The appeals court could presume he thought about writing a book while the trial was in progress, Burleson added.

ANOTHER defense lawyer, William M. Munstler of New York, said the U.S. Supreme Court has held that the "due process" clause of the Fourteenth Amendment guarantees defendant that all rulings in their cases will be made by judges "who are under no temptation whatever . . . who are above suspicion."

Williamson argued that, since Ruby's appeal is pending, defense lawyers are not entitled to a separate ruling at this time on the question of whether Judge Brown was disqualified. Williamson said state laws require the courts to limit themselves to the main appeal.

The prosecutor emphasized that Judge Brown did not contract to write "Dallas, Ruby and the Law" until after Ruby's trial had ended.

DEFENSE LAWYERS have not shown that the projected book influenced any decision by the judge, Williamson added. And, he said, they have not shown that the decisions themselves were incorrect.

"There is a great difference between a judge pre-judging, before he has heard the evidence, and expressing an opinion after a trial has ended," Williamson declared.

Williamson reminded the appeals court that, while defense lawyers complain about Judge Brown's book, they should remember that Melvin Belli also wrote a book about the case. Belli was chief defense attorney when the jury convicted Ruby.

(Indicate page, name of newspaper, city and state.)

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