

(Mount Clipping in Space Below)

Motion Says Guilty Plea Was Farce

Petition Charges Hanes, Foreman And Huie

The new defense counsel for James Earl Ray this afternoon filed an amended and supplemental motion for a new trial charging that Ray's guilty plea was "a farce, a sham and a mockery of justice."

The three-page motion was submitted to the Criminal Court clerk's office by Richard J. Ryan, J. B. Stoner and Robert W. Hill Jr., Ray's attorneys.

THE DEFENSE claims Ray was "pressured and induced" into pleading guilty March 10 to the murder of Dr. Martin Luther King Jr. Ray was sentenced to 99 years in the state penitentiary at Nashville by the late Judge W. Preston Battle.

Ray charges there was a "conflict of interest" between him and his two prior attorneys, Arthur J. Hanes of Birmingham, and Percy Foreman of Houston, over the agreement which gave Alabama author William Bradford Huie exclusive literary rights to the story.

Ray declared in his motion that Hanes and Foreman "actually represented William Bradford Huie and their own financial interests and not his, your defendant's."

IF RAY had been allowed to take the witness stand, his petition continued, there would have been no story or movies to sell and "there would be no profits for these parties."

The motion stated: "Your defendant is informed and therefore alleges that the author, William Bradford Huie, made the statement that your defendant (Ray) must not take the witness stand in his expected trial because if the defendant did take the witness stand, then he (Huie) would have no book."

Ray said that he and Hanes and Foreman entered in the contract with Huie while he was in Shelby County Jail awaiting trial, and that the sale of publishing and movie rights concerning his case was made to Huie "for substantial sums of money."

ATTACHED TO the motion were seven exhibits of letters and contracts relating to Ray's agreements at various times with Huie, Hanes and Foreman.

Ray asked the court to set aside his waiver of his rights to a new trial, his guilty plea and his conviction which he said "were the result of your defendant being deprived of legal counsel in violation of the 14th and 6th amendments to the U.S. Constitution."

Ray said that his failure to have legal counsel as guaranteed by those amendments "is in reality a greater disservice to him than having incompetent counsel and is a gross denial of due process and effective representation of counsel to be as such as to make defendant's plea of guilty a farce, a sham and a mockery of justice."

ONE OF THE exhibits was a copy of a letter to Ray from Foreman dated March 9, the day before Ray pleaded guilty. The Houston attorney noted that Ray had assigned to him all of his royalties from magazine articles, books, motion pictures and other revenue from the writings of Huie "unconditionally."

Foreman said Ray had "authorized and requested" him to negotiate a guilty plea with the attorney general's office in exchange for a 99-year sentence.

Foreman said that since a guilty plea would shorten the trial considerably and save him (Foreman) time, he was willing to make the following adjustment on his fee arrangement:

"IF THE PLEA is entered and the sentence accepted

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

MEMPHIS PRESS-
SCIMITAR
MEMPHIS, TENN.

Date: 4-7-69
Edition:
Author: CHAS. H.
Editor: SCHNEIDER
Title:

Character: MEMPHIS
or
Classification:
Submitting Office:
 Being Investigated

44-1987-Sub-C-377

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SERIALIZED *lls*, FILED *lls*
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FBI - MEMPHIS
1969

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and no embarrassing circumstances take place in the courtroom, 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."

Another exhibit was the copy of the original agreement dated July 8, 1968, between Huie, Ray and Hanes in which Ray agreed to pay Huie and Hanes 30 per cent each of the gross receipts of publishing rights.

Another exhibit was a letter, dated July 8, from Huie to Hanes agreeing to advance a total of \$35,000 to be charged against "whatever may come due to you and Ray under the agreement.