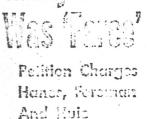
(Mount Clipping in Space Below)



The new defense counsel for Jothes Earl Ray this afternoon filed in amended and supplemented 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 cierk'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. Bay was seateneed to 90 years in the state penitentiary at Nashville by the late Judge W. Preston Battle.

Ray charges there was a conflict of interest" beween him and his two prior attorneys, Arthur J. Humas of Birmingham, and Percy Foreman of Houston, over the agreement which gave Alabama author William Bradford Hile evolution.

Lie agreement which gave Alabama author William Bradford Hule exclusion erary rights to Deficiency. Ray declor due his motion that Vicnes of Foreman "artually in conced William Bradford Hule and their own financial interests in the bits, your defenduet's." IF RAY had been allowed to take the witness stand, his p e t i t i o n 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 sund 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 sth cruendments to the U.S. Constitution."

Ray said that his failure to have legal counsel as guaranted by those amendments "is in reality a greater disservice to him than having incompany is contact and is a gress dominent process and effective sentation of counce be as such as to make acfendant's plea of guilty a faree, a sham and a modeery of justice."

¹ 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 royaities from magazine articles, books, motion pictures and other revenue from the writings of Hule "uncondtionally."

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:

and the sentence accepted

(Indicate page, name of newspaper, city and state.) 12535-SCIPTICA2 Merenett. Tray. 4-7-69 Date: Edition: Author: CHAS. H. Editor: SCUTTIER Title: Character: MERPHIS 10 Classification: Submitting Office: Being Investigated 144-1987- Such-C-37 SERIALIZED, LLa, FILED APR 0 1969 FBI - MEMPHIS

and no embarrasing 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

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.

Huie and Hanes 30 per cent each of the gross receipts of publishing rights. Another exhibit was a letter, dated July S, 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.