

(Mount Clipping in Space Below)

Rush To Get Royalties Cited In Ray's Appeal

By CHARLES EDMUNDSON

Alleging that James Earl Ray's first two attorneys "represented their own financial interests, not the defendant's interests," Ray's new attorneys yesterday asked that his guilty plea be set aside and he be granted a new trial.

Richard J. Ryan, Ray's new chief counsel, filed in Criminal Court a new trial motion stating that the interest of Arthur J. Hanes Sr. of Birmingham and of Percy Foreman of Houston in collecting for the book and movie rights on Ray's story established a conflict of interest.

This conflict, the motion states, was so strong as to deprive Ray of representation by counsel as defined in the Sixth and Fourteenth Amendments to the Constitution.

Ray pleaded guilty March 10 to the deer-rifle slaying of Dr. Martin Luther King Jr. on the balcony of a Memphis motel April 4, 1968. But he entered that plea, attorney Ryan sets out, under "pressure" and "duress."

After conferring with Judge Arthur C. Faquin, Criminal Court Clerk James A. Blackwell indicated the hearing on the motions probably would take place in two to three weeks. Judge Faquin yesterday postponed the trial of Lon Chaney Boyd, accused of fatally injuring a prisoner he was guarding in the Memphis City Jail, leaving the way clear to concentrate on studying the law relating to the Ray appeal.

The new trial motion asks that a letter written by Ray to Criminal Court clerk March 26 repudiating his guilty plea be included as part of the newly filed motion. The documents filed yesterday are signed by attorneys J. B. Stoner of Savannah, Ga., and Robert W. Hill Jr. of Chattanooga, associated with Mr. Ryan in the case.

Filed were the motion and seven documents totaling 21 pages giving details of the agreements with Mr. Hanes and then with Mr. Foreman and author William B. Huie on division of the hoped-for receipts from the book royalties and movie rights.

The original agreement with Mr. Huie, Mr. Hanes and Ray for splitting the receipts carries the date of July 8, 12 days before Ray was extradited from London to Memphis. This may indicate the agreement was signed by Ray while he was still in prison in London.

The figures show the royalties and rights were expected to reach a minimum of \$250,000. Ray and his attorneys were to get 30 per cent each, but Ray immediately signed over his share to his counsel, making that share 60 per cent.

To date, it is stated, \$30,000 has been paid to Mr. Hanes and \$10,000 to Mr. Foreman. Mr. Foreman summed up the terms in two letters addressed "Dear James Earl" March 9,

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

PAGE One

COMMERCIAL APPEAL

MEMPHIS, TENN.

Date: 4-8-69
Edition:
Author: GORDON KATKA
Editor:
Title:

Character: MEMPHIS
or
Classification:
Submitting Office:

Being Investigated

*Original file
Bureau 4-9-69*

44-1987-Sub-C-370
SEARCHED.....INDEXED.....
SERIALIZED *llh* FILED *llh*
APR 9 1969
FBI - MEMPHIS
AW

the day before Ray pleaded guilty.

The motion says the attorneys' interest in the royalties and movie rights was such as to constitute "a gross denial of due process and effective representation by counsel (and) to make the defendant's plea of guilty a farce, a sham and a mockery of justice."

The motion quotes Mr. Huie as having said, "The defendant must not take the witness stand in his expected trial, because if he takes the witness stand then he (Mr. Huie) would have no book."

Mr. Huie has never talked to Ray face to face but relied on notes Ray sent him through counsel. The original agreement carried a clause invalidating it if Mr. Huie did not get a personal interview with Ray by July 8. But this was crossed out with the deletion initialed by the three principals.

One of the letters Mr. Foreman wrote Ray the day before the guilty plea says Mr. Foreman has paid to Jerry Ray, the accused's brother, \$500 and specifies, "I will not make any other advances—just this one for \$500." In return his prior claim on any receipts was raised from \$165,000 to \$165,500.