JL

4/16/71

Mr. J.B.Stoner
P.O.Box 6263
Savannah, Ga. 31405

Dear Mr. Stoner,

This may be a coals-to-Newcastle letter, but long ago I learned it is better to do something that may not be necessary than to assume it is not and later find out otherwise. I write it to you even though I am under the impression that Mr. Ryan handled the Cincinnati appeal because I do not have his address.

Last night I had a chance to read that decision. As you know, I am not a lawyer, and what may seem to have significance to me may, as a matter of law, be without significance. I also do not know what next steps are planned, but I assume one may be an appeal to the entire court rather than the three-man panel. What I have spotted may be relevant for this or for further appeal. I think it strengthens the value os the good minority decision. Of course, as I indicated above, this may be known to you and Mr. Ryan, but it is also possible, busy as I assume you both are, that you have not been able to make the detailed factual study I have made, hence may be unaware of some of all of the following.

I believe this decision is based upon factual error than makes the decision a wrong one. I am aware that a crooked court may have done this on purpose. But let me take these few points one at a time.

On page one it says that, "On July 8, 1968 Hanes, Ray and defendant Huie...entered into an agreement..."

There are these errors. Ray did not then enter into this agreement and could not, except under certain circumstances, and the signatures are dated, as I recall, August 2. Furthermore, there was an earlier verbal agreement between Hanes and Huie. And there was an earlier, ignored, written agreement between Ray and Hanes, dated July 5. Under the provisions of this July 5 agreement, all Hanes was committed to do directly addresses the minority view and the error of the last paragraph of the majority's. He did not undertake to defend Ray. He did undertake to represent Ray as his literary agent. And he also extracted what the court ignores, part of Ray's alleged 30% interest, so the court is also in error in attributing this interest to Ray. As I have written, this alone saddled Hanes with an irreconcilable conflict of interest of which Ray could not thereafter divest himself, and Foreman not only assumed it, but he did assume more. The error is compounded in the concluding sentence of this paragraph, on the next page, "Ray subsequently (emphasis added) assigned portions of his rights under this agreement to Hanes." That is the very first thing that happened and address the conflict in Hanes representing himself in a fiduciary or financial capacity in which he also represented Ray where their interests were so obviously competetitive, i.e., the more Hanes got, the less Ray got, and to boot without commitment to be Ray's lawyer in the criminal matter that all assumed was the purpose of his trips to England and this secret contract.

On page 4, under "The contested issues of fact are", "(e)" is misstated. Even if true that Ray did not protest his innocence, I think the real question is did Foreman ever ask him. Foreman says he did not. Moreover, and my lack of knowledge of the law may lead me to a misinterpretation, it is incorrectly stated as "innocence of the murder charge".

Ray was not charged with murder, that is, the actual shooting of King. He was charged with murder first, which I understand to be an entirely different thing, and I believe the voir dire (on which Jimmie's recollection is quite correct) is very much in point on this. He admitted no more and pleaded guilty to no more than an involvement, and even that only to the degree explained to him by Foreman. When that slippery Foreman tried to extend this, as he did, Jimmie alone spotted the trick, and ask my book shows, he objected to the extension of that to which he had agreed, on the record. If you do not have the book, I will be sending Jerry a copy soon. I think it will become clear to you in reading that part. So, aside from the "contested issue" not being that which the court states, on the misstatement, Jimmie has a clear record in court, which can mean only that he did not admit to firing the shot.

Under "Questions of law" (and remember, I have not read the transcript of the pleadings in court nor of the appeal), if "(b)2 the real question, or should it be phrased in terms of or should it include the confidentiality of lawyer-client relationship?

"(c)" is also wrongly put. It ought in any honest consideration begin with the understanding that this was put to Jimmie as the only way he could finance his defense. It also is not the simple question of "the attorneys being in the ~~xxxxxxxxx~~ capacity of contracting with their client Ray" but in a contract where they represented, in all cases, both themselves and him where at the very least their financial interests in each case were competitive and in conflict, a conflict that could not be resolved orrreconciled. What the court has done is to put this is a manner that makes it seem like the norm, for I assume it is normal for lawyers to have contracts with their clients. But not these kinds of contracts.Aside from this, Ix am certain thathat the misdated July 8xcontract does contract a violation of the canons. Could the court properly ignore this? It is also something I go into in the book. It may not be material, but I wonder if it does not also contract to violate the Sheppard decision? If so, can the court properly ignore that?

"(d)" is likewise inadequate, for Hanes has and had a partner not covered, and there is not only no binding obligation on the partner not to publish, but, aside from what Jimmie has told me, I have a letter from Huie that pretty clearly shows that Art, Jr., does plan to publish. All of everyone's files, including even Hookerx's, were to wind up with Junior. After both Frank and McMillan had them. Huie even offered them to me. I would have gone over them for a different reason if I'd had the funds to travel, for my own work was by then long since completed. All I added was a new final chapter irrelevant to all of this.

If things like this can be of any value to you or Mr. Ryan, please let me know and I will go over the decision with greater care. I read it in haste last night, write this first thing on a Sunday morning on the chance I can get into town and mail it, for I suppose that if there is any value, time is a factor.

Should it ever be material, I think I can now show that in his deposition, where I think you got some valuable stuff from Foreman, he perjured himself. Here I caution you again not only that I am not a lawyer but that Bud does not always agree with what I include in perjury. To me it is false swearing to what is material. I guess our differences are on what is, under the law, material. One point in particular has to do with investigations and Foreman's custom. Here, you will recall, you got his evasiveness and seeming poor recollection pretty clearly on the record. But it is much more than this. If ~~xx~~ perjury on this point could be of value, please let me know and I'll go into it in greater detail for you. Related but I suppose not an issue here is the admission I got from both Huie and Dwyer, that while the prosecution was telling the defense it would call something like 360 witnesses, the number varying, it was crippling the fefense (or also playing into Foreman's hands), for most of these witnesses were utterly irrelevant except in terms of a conspriacy. Dwyer put the upper limit of Memphis witnesses he would have called at 10, and Huie acknowledged no Memphis investigation at all. I have the tapes of these confrontations, as aired (Foreman, as you may not know, fled the makeup room when he learned he'd face me). They were heavily edited. Hastily,

Harold Weisberg