

44- HQ-38861

E5710

EBF



\*44-HQ-38861-E5710\*

8861-5710

# ATTENTION

BEFORE CHANGING CLASSIFICATION  
OR PROCESSING ANY DOCUMENT  
FROM THIS FILE FOR RELEASE TO  
THE GENERAL PUBLIC, CONTACT  
FOI/PA SECTION UNIT D, EXT. 5767.

FBI/DOJ

COPIED FOR  
FOIPA  
MAY 18 1977 BY R348

44 - HQ- 38861

5710

EBF



\*44-HQ-38861-5710\*

Enclosure

ENTIRE FILE REVIEWED  
FOR HISTORICAL  
DECLASSIFICATION

ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 10/10/01 BY SPI-clk/yde

44-38861-5710

**X** DO NOT DESTROY  
HISTORICAL VALUE  
NATIONAL ARCHIVES

IN THE DISTRICT COURT OF THE UNITED STATES  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION

RECEIVED FOR ENTRY  
3:35 PM

APR 11 1969

BRANDON LEWIS, Clerk  
By *[Signature]* D.C.

JAMES EARL RAY,  
Resident of Tennessee

v.

Civil No. 5380

PERCY FOREMAN, Resident of  
Texas, WILLIAM BRADFORD HUIE,  
Resident of Alabama

O R D E R

The complaint or petition in this action was filed on this date, April 11, 1969, in which the plaintiff, James Earl Ray, now confined in the State Penitentiary at Nashville, sues the defendants, non-residents of Tennessee, to void certain alleged contracts and to obtain injunctive relief restraining the defendants from making further disclosure of certain alleged facts surrounding the slaying of Dr. Martin Luther King, Jr. An attorney, Robert W. Hill, Jr., duly licensed to practice in Tennessee, and J. B. Stoner, an attorney of Georgia, are attorneys of record. It has been represented to the Court by the said attorney, Robert W. Hill, Jr., that it is vitally necessary in connection with the representation of the plaintiff that he be permitted to interview the plaintiff, and to obtain information which is indispensable to the prosecution of plaintiff's claim. In addition, the Court has received a letter from the plaintiff in which he states that he is filing the civil

case and that his attorneys are the said Robert W. Hill, Jr. and J. B. Stoner.

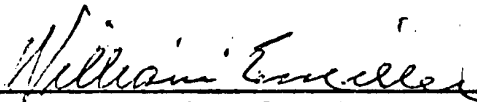
The representation has been made to the Court by the said attorney Hill that the state authorities have refused to permit him to interview the plaintiff in the State Penitentiary. The Court requested the Chief Deputy Clerk of the Court to contact proper state officials to see if they would not permit the said attorney to have access to plaintiff in the penitentiary without the necessity of a court order. The Clerk was advised that this could not be done.

In view of these circumstances, it appears to the Court that it is appropriate in the interest of justice to issue an instant order directing the Warden of the State Penitentiary, and the Commissioner of Corrections of Tennessee, to permit the attorney, Robert W. Hill, Jr. to have access to his client, James Earl Ray, in the Tennessee State Penitentiary on this date, under such conditions as will permit privacy between the plaintiff and his attorney and will maintain proper security.

It is, therefore, ORDERED that the United States Marshal forthwith serve upon Lake F. Russell, Warden, Tennessee State Penitentiary, Nashville, Tennessee, and Harry S. Avery, Commissioner of Corrections of Tennessee, a certified copy of this order and that said officials be, and they are hereby, directed to permit Robert W.

Hill, Jr. to have access to the plaintiff, James Earl Ray, on this date for the purpose of consulting with him in regard to the present action and any other matters coming within the scope of the said attorneys' employment and representation, with all necessary provisions being made to maintain the security of the plaintiff and all other parties, and the plaintiff's confinement in the penitentiary.

The said state officials shall allow the said attorney the same access to the plaintiff under the same conditions at all reasonable times in the future during the pendency of this action.

  
UNITED STATES DISTRICT JUDGE

TO THE HONORABLE JUDGE WILLIAM E. MILLER OF THE DISTRICT COURT  
MIDDLE DIVISION, TENNESSEE

JAMES EARL RAY,  
Resident of Tennessee

VS.

PERCY FOREMAN, Resident of  
Texas, WILLIAM BRADFORD HUIE,  
Resident of Alabama

\$

\$ NO. 5380

\$

\$

\$

\$

\$

FILED

APR 11 1969

BRANDON LEWIS, Clerk  
By *Deputy Clerk*

P E T I T I O N

Your petitioner would respectfully show the Court:

That this cause is subject to federal jurisdiction in that there is a diversity of citizenship (see caption) and that the subject matter of this suit is in excess of \$10,000.

That he is presently in the Tennessee State Penitentiary at Nashville, serving time under a sentence of 99 years imposed by the Criminal Court of Shelby County, Tennessee, the Honorable Judge Preston Battle (now deceased) then presiding.

That he was imposed upon by the respondents in the following manner: Petitioner first consulted with Arthur J. Hanes an attorney at law in the State of Alabama, and that they reached a tentative agreement for the said Hanes to defend him on a charge of murder. The petitioner charges that he was before and at all times since in jail without bail and under every restrictive security. Petitioner would show that after the original meeting with Hanes that he and Hanes started a line of discussion relative to Hanes' fee and expenses.

That Hanes revealed to the petitioner that he had been approached by the respondent, Huie, and that Huie would be willing to pay large sums of money for the exclusive rights to the story of your petitioner's life, including any and all facts surrounding the petitioner's alleged involvement in the slaying of Martin Luther King (whom petitioner at that time stood charged with mur-

dering). After being assured by Mr. Hanes that his rights pending the homicide case would not be prejudiced or imperiled, the petitioner entered into a contract through Mr. Hanes with the respondent Huie (a copy of which, together with other material contracts and correspondence, is attached hereto).

Your petitioner would show the Court that he at all times depended wholly upon the advice of Mr. Hanes until such time as Percy Foreman, the lawyer from the Texas Bar, entered into the case. At this point in time, the petitioner released Mr. Hanes and depended fully upon the advice of said Percy Foreman.

Your petitioner would show that he initially entered into a contract with Mr. Hanes, but that through an amendatory agreement induced by Mr. Percy Foreman, he signed a contract by virtue of which Mr. Hanes was released upon the promise to be paid some \$35,000 by Mr. Huie. Under the amendatory contract, Mr. Foreman was to receive all rights formerly to have been Mr. Hanes'. However, Mr. Foreman was to receive further rights in regard to exclusive stories, motion picture contracts, re-run contracts, television rights, etc. In other words, Mr. Percy Foreman was to receive everything which might otherwise have been the property of James Earl Ray, in return for defending James Earl Ray.

The petitioner believes that the defendant Foreman has some sort of power of attorney so that on the face of said power of attorney, Foreman, if not restrained, will in all probability further act in the name of the petitioner to the petitioner's detriment in these and other matters.

Your petitioner was not versed in the law relative to contracts in general or, more specifically, contracts between attorney and client. Nor was he sufficiently knowledgeable or informed about the peril of his course, as made obvious by the fact that said agreements could and would adversely affect the defense in his criminal case.

Petitioner charges that the respondent Foreman advised, then cajoled, then pressured him into pleading guilty to the aforementioned charge of murder in the first degree. Among other things,

the said Foreman told him that this course was the only way to save petitioner's life - all of this in spite of the fact that petitioner had at all times protested his innocence to Mr. Foreman.

Petitioner now believes and charges that neither respondents ever intended for him to have a fair trial and testify in his own behalf, as this would then make the facts and testimony public property and no one would or could have exclusive rights in the matter.

Petitioner charges that Foreman informed him that the only way to raise enough money to pay his fee was to sign over such rights as he had. Petitioner at this time had full faith in his attorney and acted strictly in accordance with his attorney's advice. He did not know that such acts actually prejudiced his rights in the criminal case and caused to arise a serious conflict of interest which rendered it impossible for Mr. Foreman to well and truly represent him. There was no way for the petitioner to know that Mr. Foreman had, in fact, positioned himself in such a manner as to have a strong monetary interest in having his client found guilty and sentenced to a 99 year term for a crime which he did not commit. Mr. Foreman did not tell the petitioner, nor did the petitioner know, that there have been no executions in this state within the past decade and that the "bargaining" for the 99 year sentence could have easily been done by almost any student fresh out of law school. No ability, experience, or exhaustive research would be necessary to obtain the said results, particularly in view of the fact that petitioner at all times prior thereto proclaimed his innocence.

Petitioner would further show that the presiding judge, Judge Preston Battle, in an effort to keep down unnecessary publicity had enjoined all parties, including the attorneys, from releasing to the Press any statements relating to the petitioner and/or his case. That in spite of this injunction, respondent Foreman released statements to his co-respondent Huie, said statements purported to be from this petitioner. That such statements, even when and if the same were made by the petitioner, were statements of a confidential nature and privileged between client and attorney.

Petitioner charges that there has since appeared in a national magazine an article in which Huie sets forth certain statements purportedly made by the petitioner. Even if such statements were true, which petitioner denies, they could only have been based upon statements made to his lawyer, therefore bringing them under the rule of privilege between attorney and client (a copy of said magazine is filed herewith).

Finally, petitioner charges that not only does the above conduct violate the relationship of attorney and client, but also violates Canon No. 6 of the professional ethics set forth by the American Bar Association and which have been adopted by the state. Petitioner avers that the relationship of attorney and client existed at all times whenever he talked with any of his lawyers, but that he was never told, nor did his lawyer explain to him, the true monetary aspects of the case or that the reception of such money under the conditions of the contract hereto attached would imperil petitioner's rights in the homicide case and violate the mandates of the Honorable Judge Preston Battle, now deceased.

From what he has now learned and believes, petitioner charges that his final attorney, Mr. Percy Foreman, was the agent of the co-respondent William B. Huie and was in fact looking out for his own (Foreman's) and his principal's (Huie) monetary interests, rather than the rights of this petitioner.

WHEREFORE, PREMISES CONSIDERED, PETITIONER PRAYS:

1. That he be allowed to file this petition and that proper process issue and be served upon the respondents and/or their agents, requiring them to appear at the earliest day convenient to be set by this Court, and to answer this complaint fully, but not under oath, their oath to the same being waived.
2. That a preliminary injunction issue enjoining the respondents from the further exposure of the alleged facts surrounding the slaying of Martin Luther King, insofar as such alleged facts affect the petitioner, or purport to involve this petitioner with said killing.

Petitioner prays that upon the final hearing of this cause that said injunction be made final.

3. That any and all contracts entered into by the parties described above be voided or nullified and that all parties respondent; be perpetually enjoined from pursuing their course by reason of any alleged contractual agreements or powers of attorney.

4. That all costs pursuant to petition be taxed against the respondents.

5. That he be granted such other general relief as the equities of this cause may demand.

J. B. Stoner By Real  
J. B. STONER  
Attorney for Petitioner

Robert W. Hill, Jr.  
ROBERT W. HILL, JR.  
Attorney for Petitioner

STATE OF TENNESSEE:

COUNTY OF DAVIDSON:

I, JAMES EARL RAY, first having been duly sworn, make oath that the matters and facts stated in the foregoing petition are true to the best of my knowledge, information and belief and that owing to my poverty, I am unable to bear the expense of the suit which I am about to bring.

✓ James Earl Ray  
JAMES EARL RAY

Sworn to and subscribed before me,

this the 11 day of April, 1969.

Henry H. Rose  
NOTARY PUBLIC

My commission expires: 24 JAN 1970

MAIN AT RISK

LAW OFFICE OF  
**BERCY FOREMAN**

804 SOUTH COAST BUILDING  
HOUSTON, TEXAS 77004

March 9th, '69

*Case No. 5380*  
**FILED**

APR 11 1969

BRANDON LEWIS, Clerk

By *Brandon Lewis* D.C.

Mr. James Earl Ray,  
Shelby County Jail,  
Memphis, Tennessee.

Dear James Earl:

You have heretofore assigned to me all of your royalties from magazine articles, book, motion picture or other revenue to be derived from the writings of Wm. Bradford Huie. These are my own property unconditionally.

However, you have heretofore authorized and requested me to negotiate a plea of guilty if the State of Tennessee through its District Attorney General and with the approval of the trial judge would waive the death penalty. You agreed to accept a sentence of 99 years.

It is contemplated that your case will be disposed of tomorrow, March 10, by the above plea and sentence. This will shorten the trial considerably. In consideration of the time it will save me, I am willing to make the following adjustment of my fee arrangement with you:

If the plea is entered and the sentence accepted and no embarrassing circumstances take place in the court room, 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 \$165,000.00. These funds over and above the first \$165,000.00 will be held by such bank, trust company or individual subject to your order.

I have either spent or obligated myself to spend in excess of \$14,000.00, and I think these expenses should be paid in addition to a \$150,000.00 fee. I am sure the expenses will exceed \$15,000.00 but I am willing to rest on that figure.

Yours truly,

*Bercy Foreman*

PF-4

*James Earl Ray*

MAIN AT RISK

LAW OFFICES OF  
**PERCY FOREMAN**  
814 SOUTH COAST BUILDING  
HOUSTON, TEXAS 77002

CA 4-9321

March 9, 1969

Mr. James Earl Ray,  
Shelby County Jail,  
Memphis, Texas.

Dear James Earl:

You have asked that I advance to Jerry Ray five (\$500.00) of the "\$15,000.00", referring to the first five thousand dollars paid by Mr. Bradford Huie. On January 29th, Mr. Huie advanced an additional \$5,000.00. At that time I had spent in excess of \$9,500.00 on your case. Since then, I have spent in excess of \$4,000.00 additional.

But I am willing to advance Jerry \$500.00 and add it to the \$165,000.00 mentioned in my other letter to you today. In other words, I would receive the first \$165,500.00. But I would not make any other advances - just this one \$500.00.

And this advance, also, is contingent upon the plea of guilty and sentence going through on March 10, 1969, without any unseemly conduct on your part in court.

Yours truly,

*Percy Foreman*

PF-4

P.S. The rifle and the white Mustang are tied up in the suit filed by Benfro Hays. Court costs and attorneys fees will be necessary, perhaps, to get them released. I will credit the \$165,500.00 with whatever they bring over the cost of obtaining them, if any.

*James Earl Ray*

*Percy Foreman*  
Percy Foreman

WILLIAM BRADFORD HUIE

HARTSELLE, ALABAMA

March 7, 1969

Dear James Ray....

Enclosed you will find:

1. The original agreement signed by you, Mr. Hanes, and me.
2. The letter attached to that agreement by which I agreed to advance \$35,000 in anticipation of earnings from this project.
3. Receipts from your attorneys for the \$40,000 which I have advanced to date. (\$30,000 to Mr. Hanes and \$10,000 to Mr. Foreman.)

I am also having sent to you, from my attorneys, the Supplementary Agreement which was signed by Mr. Foreman, Mr. Hanes, you and me. I suggest that you sign another copy of this for Mr. Foreman, so that we can have two copies bearing all four original signatures.

This gives you copies of all agreements existing between you and me; and you will note that I have followed them to the letter. I will continue to do so.

To this date this project has earned \$30,000. Additional earnings will shortly be received from LOOK magazine, from foreign magazines, and from Dell Publishing Company, which will publish the book in May.

LOOK Magazine will publish my next article on April 15th. The book, titled HE SLEW THE DREAMER, will be published about May 15th.

I am currently negotiating with Carlo Ponti, the film producer, over picture rights. I'll keep you informed of developments.

As soon as you are moved to Nashville, I will attempt to see you....or rather we will attempt to get permission for you to see me. We need a picture of you to use on the front cover of the book.

Jerry keeps in touch with me; and if it is your desire you can count on me to keep in touch with you indefinitely. I'll help you in any way I can.

And of course I will keep both you and Mr. Foreman informed as to earnings.

Best wishes.

*A. B. Huie*

WILLIAM BRADFORD HUIE

HARTSELLE, ALABAMA  
July 8, 1968

Mr. Arthur J. Hanes  
Attorney at Law  
617 Frank Nelson Building  
Birmingham, Alabama 35203

Dear Art:

This letter is meant to be part of our Agreement, signed on this date, and is an extension and clarification of Article 5 of said Agreement.

It is known and understood by you, Ray, and me that all advances made by publishers to an Author on a book contract are merely loans, returnable in full if, for any reason whatever, the book is not completed and accepted; and these advances or loans become income to the Author only after completion of the book and after its acceptance by the publisher.

Therefore, any monies paid by me to you and Ray while I am researching and writing this book are, in effect, loans from me to the two of you. However, under the circumstances, I am willing to consider these monies or advances made by me to the two of you non-returnable, if you and Ray will agree that these payments or advances shall not exceed the following schedule of payments:

1. On the signing of the first, or book, contract, I will pay you the sum of \$10,000.00. It is assumed that this will be on or about July 15th, not later than July 20th.

2. On the first day after Ray has been lodged in a jail in the United States, I will pay \$5000. It is assumed that this will be about August 1st.

3. One month after Ray has been lodged in the United States; I will pay \$5000.

4. Similarly, a month later, another \$5000.

5. Similarly, a month later, another \$5000.

6. Similarly, a month later, another \$5000.

Mr. Arthur J. Hanes

Page 2

July 8, 1963

7. Similarly, a month later, another \$5000.

In short, on signing, on Ray's return, and during the first five months after his return, I am obligating myself to pay you and Ray, under terms of our Agreement, to pay you and Ray a total of \$35,000. All payments, as per our Agreement, will be made to you by my agent, Ned Brown, and these payments, in equal amounts, will be charged against whatever may become due to you and Ray under the Agreement.

Five months after Ray's return, assuming that I receive all the cooperation from you and Ray guaranteed by the Agreement, I expect to have completed the book, or to have obtained legal extensions from the publisher, you and Ray. Normally a publisher has 30 days in which to accept or reject the book. Once the book has been accepted, the entire publishing advance will be paid; and thereafter, all payments made to me, from any and all sources, will be income, not loans; and this income will be divided and paid promptly as provided under the Agreement.

Your signature, along with that of Ray affixed by you under your Power of Attorney, will attest Agreement.

William Bradford Huie  
William Bradford Huie

Arthur J. Hanes  
Arthur J. Hanes

James Earl Ray  
James Earl Ray

AGREEMENT

AGREEMENT entered into this 6 day of July, 1968,  
by and between William Bradford Huie (herein "Author"), James  
Earl Ray (herein "Ray") and Arthur J. Hanes (herein "Hanes").

1. This Agreement is entered into with reference to  
the following:

(a) Author is and has been for many years a writer  
of international reputation and has had numerous books and  
articles published and serialized throughout the world.

(b) Ray has been charged with the murder of Martin  
Luther King, Jr.; and it is anticipated that a trial (herein  
"the Trial") of Ray for such murder will be held in the State  
of Tennessee in the near future.

(c) Hanes is an attorney at law licensed to prac-  
tice as such in the State of Alabama; Ray and Hanes and each of  
them represent that Ray has engaged Hanes to act as his attorney  
in the Trial, that Hanes has accepted such engagement and that  
he will so act.

(d) Author proposes to write literary material  
dealing with the assassination of Martin Luther King, Jr., the  
alleged participation of Ray therein, and the Trial, for the  
purpose of establishing the truth with respect thereto.

(e) Ray and Hanes are desirous of assisting Author  
in such writing by furnishing to him such material relative to  
the subject matter of such writing which Author might not other-  
wise be able to obtain.

2. Ray and Hanes and each of them agree that they will  
use their best efforts to arrange as many personal interviews  
between Author and Ray and on the earliest occasions which may  
be permitted by the authority having jurisdiction over the  
institution in which Ray is then confined; and that they and  
each of them on such occasions and otherwise, through Hanes or  
other persons, will impart to Author such information (herein  
the "Private Material") with respect to the assassination of  
Martin Luther King, Jr., the alleged participation of Ray  
therein, and the life and activities of Ray, as they or either  
of them may have or reasonably may be able to obtain; and that  
Author shall have the right to use the Private Material or any  
part thereof in his writing of said literary material.

3. The literary material which Author proposes to  
write as aforesaid, including such of the Private Material as  
Author in his sole discretion elects to use, is hereinafter  
referred to as "said work". Author shall have, and if and to  
the extent that they or either of them have any rights, titles,  
or interests therein, Ray and Hanes, and each of them, give,  
sell, assign and transfer to Author, forever, the following  
absolute, exclusive and unqualified rights: the right to write  
said work and to use the same, in whole or in part, in whatever  
manner Author in his sole discretion may elect, including but  
not limited to the right to make and/or cause to be made maga-  
zine, book, dramatic, motion picture, television and/or other

adaptations of every kind, of said work or any part thereof, and for the purpose of making any of said adaptations Author or his designees may change, interpolate in, add to or subtract from or make foreign language versions of, said work, to such extent as Author in his sole discretion may elect; the sole and exclusive right to make motion pictures and television pictures of all kinds based in whole or in part on said work and/or containing characters of said work (including remakes of and/or sequels to any such pictures), with the right to sell, lease, license and generally deal in the same throughout the world, forever; the right to use the name, voice and/or likeness of Ray and Hanes, or either of them, in or as the title of said work; the right to obtain copyright in the name of Author or otherwise in all countries throughout the world, in and to said work and/or any of said adaptations; the sole and exclusive right to negotiate for, execute and deliver, in the name of Author alone or in the names of Author, Ray, and Hanes, or any of them (but without consulting with or obtaining the approval or consent of Ray or Hanes thereto), such licenses, grants, agreements, and contracts with respect to said work, any of said adaptations, and/or any of the rights hereinabove set forth, as Author in his sole discretion may elect; for this purpose (but without limiting the generality of the foregoing) Ray and Hanes and each of them hereby irrevocably appoint Author the true and lawful attorney of them and each of them to negotiate for, execute and deliver, in the names of Author, Ray and Hanes, or any of them, as Author may elect, any and all such licenses, grants, agreements and contracts.

4. Without in any manner limiting the generality of the foregoing, Ray and Hanes and each of them agree, upon demand, to execute and deliver to Author or his designees any and all such instruments, including but not limited to assignments, consents, approvals, and releases, which in the judgment of Author may be necessary or desirable to implement, effectuate or protect the rights of, or rights, titles and interests herein given or agreed to be given to, Author with respect to said work and/or any of said adaptations.

5. In full consideration for all rights, titles and interests given or agreed to be given by Ray and Hanes to Author hereunder and for all agreements and acts of Ray and Hanes hereunder or pursuant hereto, Author agrees to pay to Ray and Hanes each, thirty per cent of the gross receipts from said work. All receipts shall be paid to and collected by the Author's agent, Ned Brown, Inc., 315 South Beverly Drive, Beverly Hills, Calif., and said Author's agent shall make payments to Ray and Hanes each, or their respective designees or assignees, within ten days after receipt. The Author's agent shall also, at quarterly intervals, furnish statements reflecting all transactions in reasonable detail. The Author's agent shall also, within ten days after their completion, furnish to Ray and Hanes copies of any and all contracts entered into by the Author.

6. Notwithstanding anything elsewhere herein contained, the parties expressly understand and agree as follows:

(a) Author has no obligation of any kind to Ray, Hanes or others to write or make or cause to be written or made said work or any of said adaptations, or to use any of the Private Material in said work or said adaptations. Author has not represented, warranted or agreed and does not represent, warrant or agree that if he does write or make or cause to be written or made said work or any of said adaptations he will in fact enter into any license, grant, agreement or contract relative thereto, or that in any event there will be any Author's net profits from said work in any particular amount or at all.

*3-14-68  
A.J.H.  
W.G.H.*  
(b) ~~In the event Author does not have an interview with Ray within 30 days after the date of this Agreement or the date when Ray first enters the United States hereafter, which ever is the later date, Ray or shall have the right and option, by written notice to Ray and Hanes, to terminate this Agreement and all of the respective rights and obligations of the parties hereunder. In the event any such notice is given, notice to Ray shall be deemed to have been sufficiently given, if mailed or delivered to the warden or other person in charge of the institution in which Ray may be confined at the time of the giving of such notice.~~

(c) Author shall receive credit for the writing for said work and/or said adaptations in such manner as Author may elect.

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, executors, administrators, heirs, legatees, and assigns. Author may transfer or assign this Agreement, all or any part of the rights, titles and interests herein given or agreed to be given to Author hereunder, and/or all or any part of any rights herein referred to, to any persons, firms and/or corporations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

William Bradford Huie  
William Bradford Huie  
Author

James Earl Ray  
James Earl Ray  
Ray

Arthur J. Hanes  
Arthur J. Hanes  
Hanes

SS:

On July 4, 1968 before me, the undersigned Notary Public personally appeared WILLIAM BRADFORD HITE known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESSETH my hand and official seal.

Arthur J. Hanes Jr.

SS:

On Aug 1, 1968 before me, the undersigned Notary Public personally appeared JAMES EARL RAY known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESSETH my hand and official seal.

Arthur J. Hanes Jr.

SS:

On July 8, 1968 before me, the undersigned Notary Public personally appeared ARTHUR J. HANES known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESSETH my hand and official seal.

Arthur J. Hanes Jr.

STATE OF TENNESSEE |  
COUNTY OF SHELBY |

WHEREAS, William Bradford Huie ("Author"), JAMES EARL RAY (Ray) and ARTHUR J. HANES ("Hanes"), did, on or about July 8th, 1968, enter into what has been called a "Basic Agreement" relating to the writing of certain literary material by Author and the grant of certain rights to Author by Ray and Hanes; and

WHEREAS, ON and after July 5th, 1968, by assignment agreements, Ray assigned to Hanes at first a portion of his interest in any moneys accruing to Hanes under said Basic Agreement, and later the said Ray assigned to the said Hanes all of his interest in said moneys so accruing under any agreement or agreements with said Author; and

WHEREAS, by an instrument designated "Amendatory Agreement" on the 29th day of January, A. D., 1968, also entered into by and between the said Author and the said Ray and Hanes, the said Hanes did by said Amendatory Agreement transfer and assign to Ray all of his (Hanes') right, title and interest in, to and under said Basic Agreement and the Assignment Agreements, including but not limited to any and all moneys and other compensation of any kind to which the said Hanes may now or hereafter be entitled thereunder; and

WHEREAS, Percy Foreman, a duly licensed and practicing attorney at law of Houston, Texas, has been admitted by the trial judge at Memphis, Tennessee, to its bar for the purpose of representing the said James Earl Ray in the trials of cases pending before said judge, said admission having been at the request in open court on November 12, 1968 made by the said James Earl Ray, and the said Ray desires to secure the fees of the said attorney for his said defense, and desires to assign to the said Percy Foreman all of the rights, title and interest he may have or heretofore at any time may have had under any contract or contracts with the said Author and or as assignee of any rights at

any time held by the said Hanes, and any and all rights of whatsoever kind or character he may have as a result of the writings of said author and of their subsequent publication, including the right to receive, accept and retain the proceeds derived from said rights in his own name absolutely, now, therefore,-

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JAMES EARL RAY, presently in Memphis, Shelby County Tennessee, for and in consideration of monies heretofore advanced by him in my behalf, and, further, in consideration of his services heretofore rendered in my behalf and his agreement to represent me at the trial or trials of any cases presently pending against me in Shelby County, Tennessee, have signed over, given, conveyed and transferred, and do, by this instrument here- now give, assign, set over and transfer to PERCY FOREMAN, of Houston, Harris County, Texas, a ll of my aforesaid right, title and interest in and to the proceeds that would otherwise have accrued to me pursuant to said Basic Agreement and to said Amenda- tory Agreement, and to all of my rights thereunder as well as to any other right or rights that might be or have been mine because of the writing and subsequent publication of such writing by said Author, whether included in said assignment by the said Hanes to me under the Amendatory Agreement of January 29th, 1969, or otherwise, said assignment and transfer herein to the said Percy Foreman being a bsolute and irrevocable, and I here now authorize and direct any person , firm or corporation having funds due and owing me by virtue of said Basic Agreement or any subsequent as- signments, including said Amendatory Agreement, or otherwise ow- ing me because of the writings of said Author, to pay the same to the said Percy Foreman, at his office in Houston, Harris Co., Texas, in his own name and as his own property.

IN WITNESS Whereof, I have signed this conveyance, assign- ment and contract at Memphis, Shelby Co., Tennessee, this the

JBR to PP - 3 - 69.

3rd day of February, A. D., 1969.

James Earl Ray  
JAMES EARL RAY

THE STATE OF TENNESSEE |  
COUNTY OF SHELBY |

BEFORE ME, the undersigned Notary Public in and for Shelby County, Tennessee, on this day personally appeared JAMES EARL RAY, known to me to be the person whose name is signed to the foregoing instrument, and he acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office at Memphis, Tennessee, this 3rd day of February, A. D., 1969.

Ray C. Nixon  
Notary Public in and for Shelby Co.,  
Tennessee.

My commission expires April 28, 1969.

AMENDATORY AGREEMENT

AMENDATORY AGREEMENT entered into this 29 day of ~~December~~ January 1968, by and between WILLIAM BRADFORD HUIE (herein "Author"), JAMES EARL RAY (herein "Ray") and ARTHUR J. HANES (herein "Hanes").

(1) This Amendatory Agreement is entered into with reference to the following:

(a) The parties hereto have entered into a certain Agreement and letter agreement supplementary thereto, both dated July 8, 1968 (herein "said Basic Agreement"), relating to the writing of certain literary material by Author and the grant of certain rights to Author by Ray and Hanes.

(b) Ray and Hanes have entered into a certain document entitled "Agreement" dated July 5, 1968 (herein the "Assignment Agreement") under which Ray assigned to Hanes a portion of his interest in any moneys accruing to Hanes under said Basic Agreement.

(c) Under and pursuant to said Basic Agreement, Author has in fact written and is presently writing certain literary material with respect to the murder of Martin Luther King, Jr., Ray's alleged participation in and Ray's coming trial for such murder, and the life and activities of Ray, some of which material has been and other of which will be published in issues of Look Magazine by Cowles Communications, Inc. pursuant to a contract with Author, and other of which material will be published in book form by Dell Publishing Co., Inc. pursuant to a contract with Author (the working title of which book is "THEY SLEW THE DREAMER").

(d) At the time of the execution of said Basic Agreement and for some period thereafter, Hanes was engaged to act and did act as attorney for Ray in connection with Ray's coming trial, but such engagement has been terminated, Hanes no longer represents Ray as his attorney in any capacity, and Percy Foreman, an attorney at law, has been substituted to act and now acts as attorney for Ray.

(e) The parties are desirous of effecting certain releases and other acts with respect to said Basic Agreement as hereinafter provided.

(2) Hanes does hereby transfer and assign to Ray all of Hanes' right, title and interest in, to and under said Basic Agreement and the Assignment Agreement, including but not being limited to any and all moneys and other compensation of any kind to which Hanes may now or hereafter be entitled thereunder. Hanes further agrees that he shall not hereafter write or authorize to be written any literary material relating to the murder of Martin Luther King, Jr., Ray's alleged participation in or Ray's coming trial for such murder, or the life or activities of Ray, and that he shall not hereafter make or authorize to be made magazine, book, dramatic, motion picture, television and/or other adaptation of any kind relating to any such subjects.

(3) Hanes hereby forever releases and discharges Ray and Author and each of them from any and all claims, demands, actions and causes of action which Hanes, but for this release, might now have or hereafter might have against them or either of them under or pursuant to said Basic Agreement, the Assignment Agreement or any other agreements or contracts, written or oral, of any kind or nature whatsoever heretofore entered into between said parties or any of them with respect to the subject matter of said Basic Agreement. Without limiting the foregoing, Hanes does hereby acknowledge that he has received from Author and Ray any and all

moneys and other compensation which Hanes heretofore may have been entitled to receive from Author or Ray under said Basic Agreement, the Assignment Agreement or otherwise.

(4) Author and Ray, and each of them, do hereby forever release and discharge Hanes from any and all claims, demands, actions and causes of action which they or either of them, but for this release, might now have or hereafter might have against Hanes under or pursuant to said Basic Agreement, the Assignment Agreement or any other agreements or contracts, written or oral, heretofore entered into between said parties or any of them with respect to the subject matter of said Basic Agreement.

(5) The parties hereby agree that for any and all purposes Hanes shall no longer be or be considered as a party to said Basic Agreement, and shall have no further right, title or interest of any kind or nature whatsoever thereunder or under the Assignment Agreement or any other agreements or contracts, written or oral, heretofore entered into between the parties or any of them, with respect to the subject matter of said Basic Agreement. Hanes hereby agrees to execute and deliver to Author and/or Ray upon demand any further instruments necessary or desirable to implement or effectuate this Amendatory Agreement.

(6) Ray does hereby acknowledge and confirm that as of the date hereof there are no moneys or other compensation of any kind now due or payable to Ray from Author under or pursuant to said Basic Agreement, the Assignment Agreement, or otherwise.

(7) Author and Ray hereby agrees that paragraph 5. of said Basic Agreement shall be and the same hereby is amended to provide that all acts therein specified to be done by Author's agent shall be done, instead, by Author, and to provide further that all payments to be made and all statements, notices and other documents to be furnished or given to Ray shall be made, furnished

or given to Ray in care of Ray's Attorney, Percy Foreman, Esq., at 1116 Capitol Avenue, Huston, Texas, 77002.

(8) The parties do hereby confirm and agree that except as hereinabove expressly set forth said Basic Agreement is in full force and effect and has not been and is not hereby altered, amended or modified in any manner or particular whatsoever, that Author has and shall continue to have all of the rights, titles and interests given or granted, or agreed to be given or granted, to him by Ray and/or Hanes under said Basic Agreement, and that the writing by Author and the publication by Cowles Communications, Inc. in Look Magazine and by Dell Publishing Co., Inc. of certain literary materials, hereinabove referred to, has been and is authorized under said Basic Agreement and such rights, titles and interests.

(9) This Amendatory Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, executors, administrators, heirs, legatees and assigns. Author may transfer or assign this Amendatory Agreement, and/or all or any part of the rights, titles and interests herein referred to, to any person, firm or corporation.

IN WITNESS WHEREOF the parties hereto have executed this Amendatory Agreement as of the date first above written.

APPROVED AS TO FORM  
AND CONTENT:

Percy Foreman  
Percy Foreman, as Attorney  
for James Earl Ray

William Bradford Huie  
William Bradford Huie, "Author".

James Earl Ray  
James Earl Ray, "Ray".

Arthur J. Hanes  
Arthur J. Hanes, "Hanes".