WILLIAM BRADFORD HUIE

HARTSELLE, ALABAMA
July 8, 1962

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.

2025 RELEASE UNDER E.O. 14176

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 extentions from the publisher, you and Ray. Normally a publisher has 30 days in which to accept or reject the book. One 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

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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 practice 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 otherwise 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 magazine, book, dramatic, motion picture, television and/or other

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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, conveyances, 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.

2025 RELEASE UNDER E.O. 14176

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.

Deleted
WBH

~~(b) In the event Author does not have an interview with Ray within 30 days after the date of this Agreement, the date that Ray first enters the United States beyond the which event the latter date, Author 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 of 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, [illegible] 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

2025 RELEASE UNDER E.O. 14176

SS:

On July 25, 1968 before me, the undersigned [illegible] personally appeared WILLIAM BRADFORD HUNT 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. Kanaff Jr.

SS:

On July 1, 1968 before me, the undersigned [illegible] 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. Kanaff Jr.

SS:

On July 25, 1968 before me, the undersigned [illegible] personally appeared ARTHUR J. HANNS known to me to be the person whose name is subscribed to the within instrument and acknowleded that he executed the same.

WITNESSETH my hand and official seal.

Arthur J. Kanaff Jr.

2025 RELEASE UNDER E.O. 14176

STATE OF TENNESSEE, ex rel JAMES EARL RAY, Petitioner VS. LEWIS TOLLETT, Warden of the State Penitentiary at Petros, Tennessee, Defendant	))))))))	NO. _____ IN THE CRIMINAL COURT OF SHELBY COUNTY, TENNESSEE, SECOND DIVISION

AFFIDAVIT OF JERRY RAY

I, Jerry Ray, make oath in due form of law that in November, 1968, I talked to Mr. Percy Foreman. That in that conversation, I told Mr. Foreman that I had talked to the writer, Mr. Huie, and that he had said to me that if my brother, James Earl Ray, took the witness stand it would ruin his book. Mr. Foreman told me then that if my brother went to trial with Mr. Arthur Haynes as his lawyer, he would be electricuted as Mr. Haynes and Mr. Huie were old friends and that all these men were after was the money.

Later, Mr. Foreman came to St. Louis, Missouri, and tried to get me, and other members of the family, to get James Earl Ray to plead guilty. He told us that he knew that James Earl Ray did not kill Martin Luther King, Jr., but that due to the publicity and the fact that James Earl Ray had been previously convicted, he would be convicted. At that time, he said that my brother, James Earl Ray, was insisting on a trial and did not wish to plead guilty. He told us that if James Earl Ray would plead guilty, he (James Earl Ray) would receive about $200,000.00 from the book Huie was writing, and that he (Foreman) would get my brother pardoned in about two years if he kept his mouth shut at the prison, as he knew who the next governor would be.

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At the time I talked to the writer Mr. Huie, he told me that if James Earl Ray took the witness stand, it would destroy the book he was writing and that he could neither get the book published or if he did he could not get the same revieved by the papers and other publications.

Mr. Foreman told me and other members of the family that the prosecution and/or the F.B.I was bribing witnesses, specifically a man by the name of Stevens who the prosecution was bribing by offering him a large sum of money as a reward.

I, of course, refused to do this.

Jerry Ray
JERRY RAY

STATE OF TENNESSEE)
COUNTY OF

Personally appeared before me, Jerry Ray, and who makes oath in due form of law that the facts set out in the foregoing affidavit are true to the best of his knowledge and belief and in substance and in fact.

Richard J. Ryan
NOTARY PUBLIC

My Comission Expires: January 18, 1972

2025 RELEASE UNDER E.O. 14176

4/21/70

1 - Mr. McDonough

AIRTEL

Co

TO: SAC, MEMPHIS (44-1987)

FROM: DIRECTOR, FBI (44-38861) -5872

REC 42

MURKIN EX-115

Reurairtel 4/14/70.

SAC, Memphis should prepare an appropriate affidavit refuting the statement set forth in Jerry Ray's affidavit pertaining to the FBI and furnish the original to the Criminal Court of Shelby County, Tennessee, and furnish copies to the Bureau for dissemination to the Civil Rights Division.

EJM:js
(4)

Tolson
DeLoach
Walters
Mohr
Bishop
Casper
Callahan
Conrad
Felt
Gale
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Sullivan
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Soyars
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MAILED 22
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1 copies made
2-2-78 JTA/jmm
re: Hunie
for review at FBIHQ by
HSCA rel 1-20-78 request.
(See Bufile #62-117290)

2025 RELEASE UNDER E.O. 14176

OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA GEN. REG. NO. 27

5010-106

UNITED STATES GOVERNMENT

Memorandum

Tolson
DeLoach
Walters
Mohr
Bishop
Casper
Callahan
Conrad
Felt
Gale
Rosen
Sullivan
Tavel
Soyars
Tele. Room
Holmes
Gandy

TO : Mr. DeLoach

DATE: April 17, 1970

1 - Mr. DeLoach
1 - Mr. Rosen
1 - Mr. Malley
1 - Mr. McGowan
1 - Mr. McDonough
1 - Mr. Bishop

FROM : A. Rosen

SUBJECT: MURKIN

This is the case involving the murder of Martin Luther King, Jr.

James Earl Ray, the subject who is serving a 99 year sentence in a Tennessee State Prison on his guilty plea to the murder of King, has filed a petition under the Tennessee "Post Conviction Relief Act". This is his last avenue of appeal in State Court as his appeal previously was denied by the Tennessee State Supreme Court.

The bases of his current appeal are the same, namely:

1. He charges conflict of interest by his previous attorneys Arthur Hanes and Percy Foreman and writer William Bradford Huie in connection with the financial returns from publications on Ray's story relative to the King shooting.

2. He was deprived of full and free access to his attorneys while incarcerated in Shelby County (Memphis), Tennessee, Jail.

3. The death of the trial judge, Preston Battle, soon after his trial and sentencing also deprived him of his right to new trial.

Attached to the petition is an affidavit by Jerry Ray, James Earl Ray's brother, which was taken under oath, in which Jerry Ray claims that Percy Foreman stated that the prosecution and/or the FBI was bribing witnesses, "specifically a man by the name of STEVENS who the prosecution was bribing by offering him a large sum of money as a reward."

This undoubtedly refers to Charles Quitman Stephens, who occupied the room adjacent to James Earl Ray at the house in Memphis from which the shot was fired.

EJM:js
(7)

EX-115 REC 12 44-38861-5812

CONTINUED - OVER

1 APR 23 1970

PERS. REC. UNIT

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2025 RELEASE UNDER E.O. 14176

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2025 RELEASE UNDER E.O. 14176

There is no basis for Jerry Ray's statement that the FBI bribed Stephens. The Tennessee State Prosecutor has advised SAC, Memphis that there is no basis to Jerry Ray's statement that the prosecution bribed Stephens. The prosecutor indicated that they would answer the petition within the next 30 days.

ACTION:

It is recommended that SAC, Memphis be instructed to prepare an affidavit and furnish it to the Criminal Court of Shelby County, Tennessee, refuting the statement in Jerry Ray's affidavit pertaining to the FBI in order that the record will be set straight.

2025 RELEASE UNDER E.O. 14176

2025 RELEASE UNDER E.O. 14176

FD-36 (Rev. 5-22-64)

FBI

Date: 4/28/70

Transmit the following in _____
(Type in plaintext or code)

Via AIRTEL _____
(Priority)

TO: DIRECTOR, FBI (44-38861)

FROM: SAC, MEMPHIS (44-1987) (P)

SUBJECT: MURKIN

Re your airtel 4/21/70.

Enclosed are 2 copies of an affidavit prepared and signed by the SAC, Memphis, refuting the allegations set forth in JERRY RAY's affidavit. The original will be furnished to the Clerk of the Criminal Court of Shelby County, Tennessee, on 5/8/70, UACB.

REC-94 44-38861-5873

5 APR 30 1970

ENCLOSURE

Note: Enclosed is an affidavit being filed in the Criminal Court of Shelby County, Tenn.

(2) - Bureau (Enc. 1)
1 - Memphis
JCH:jap
(3)

Approved: _____ Sent _____ M Per _____
Special Agent in Charge

59 MAY 7 1970

2025 RELEASE UNDER E.O. 14176

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MAY 1 1970

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Memphis, Tennessee

April 28, 1970

I, ROBERT G. JENSEN, Special Agent in Charge of the Memphis Office of the Federal Bureau of Investigation, being duly sworn, do hereby make the following free and voluntary statement to CLIFTON O. HALTER, Assistant Special Agent in Charge of the Memphis Office of the Federal Bureau of Investigation, regarding allegations made by JERRY RAY in an affidavit filed April 13, 1970, in the Criminal Court of Shelby County, Tennessee, which affidavit is part of a Petition For Post Conviction Relief filed April 13, 1970, styled, "JAMES EARL RAY, Petitioner, vs. State of Tennessee and LEWIS TOLLETT, Warden of State Penitentiary at Petros, Tennessee, Defendants."

JERRY RAY has alleged in his affidavit that during the period that PERCY FOREMAN was the attorney representing the Petitioner JAMES EARL RAY that "the Prosecution and/or the F.B.I. was bribing witnesses, specifically a man by the name of STEVENS who the prosecution was bribing by offering him a large sum of money as a reward."

As the Special Agent in Charge of the Memphis Office during the period of the investigation of the murder

2025 RELEASE UNDER E.O. 14176

of Dr. MARTIN LUTHER KING, JR., and as the person directly responsible for the overall supervision of this investigation, I am fully qualified to and do state that at no time did the Federal Bureau of Investigation or any of its Special Agents or other employees offer a bribe or a reward to any witness in this investigation.

It is presumed that the witness STEVENS mentioned in JERRY RAY's affidavit is CHARLES QUITMAN STEPHENS, who was a tenant in the rooming house at 422½ South Main Street, Memphis, Tennessee, on the date that Dr. MARTIN LUTHER KING, JR., was murdered. As stated above, no person representing the Federal Bureau of Investigation has ever offered any bribe or reward to obtain testimony from CHARLES QUITMAN STEPHENS.

/s/ Robert G. Jensen
ROBERT G. JENSEN
Special Agent in Charge
Federal Bureau of Investigation
Memphis, Tennessee

Sworn to and subscribed before me on April 28, 1970, at Memphis, Tennessee.

/s/ Clifton O. Halter
CLIFTON O. HALTER
Assistant Special Agent in Charge
Federal Bureau of Investigation
Memphis, Tennessee

WITNESS:
Orville V. Johnson
ORVILLE V. JOHNSON
Special Agent, FBI

2025 RELEASE UNDER E.O. 14176

Miss Patricia Thias
2000 N.Fairview
Lansing,Michigan,48912
April 27,1970

Dear Sirs: James Earl Ray

I am doing a term paper throughout the month of May,and I would like your help on my topic.

I am doing it,as published in the August 1968 issue of the Readers Digest,on "The Greatest Manhunt in Law Enforcement History", the entire international search for James Earl Ray.

However,I have not been able to find any paperbacks or any other books on this subject,since it is a rather recent one,and the magazine articles that I have found do not seem to cover my topic very well.Would it be possible for you to send me some periodicals and other such information on your historic manhunt?

Very sincerely,

Patricia Thias

Federal Bureau of Investigation
Washington,D.C.

44-38861-
16 MAY 6 19

REC-10

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MSR:agh

CORRESPONDENCE

2025 RELEASE UNDER E.O. 14176

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2025 RELEASE UNDER E.O. 14176

esa

REC-10 44-38861-5874

May 5, 1970

Miss Patricia Thias
2000 North Fairview
Lansing, Michigan 48912

Dear Miss Thias:

I have received your letter of April 27th. In reply to your inquiry, James Earl Ray, who was sought by the FBI in connection with the slaying of Martin Luther King, was arrested on June 8, 1968, in London, England. He pleaded guilty on a murder charge and is now serving a 99-year sentence in the State of Tennessee. Since this Bureau has no authority to independently release any information concerning this matter, I am unable to be of further help to you.

Sincerely yours,

J. Edgar Hoover

John Edgar Hoover
Director

MAILED 11
MAY - 5 1970
COMM-FBI

NOTE: There is no record of correspondent in Bufiles.

MSR:ajh (3)

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2025 RELEASE UNDER E.O. 14176

OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA FPMR (41 CFR) 101-11.6

UNITED STATES GOVERNMENT

Memorandum

TO : DIRECTOR, FBI (44-38861) DATE: 5/7/70

FROM : SAC, HOUSTON (44-1509) (RUC)

SUBJECT: SECOND ANNIVERSARY OF THE DEATH OF MARTIN LUTHER KING, JR., 4/4/70
RM

On 4/4/70, a motion picture depicting MARTIN LUTHER KING, JR's civil rights work and death was shown at three theaters in Houston, Texas. According to sources of the Houston PD, Intelligence Division, the movies were very well attended and no violent activities resulted.

UACB no further investigation is being conducted in this matter and no LHM is being submitted and this case is being closed in the Houston Office.

2 - Bureau
1 - Houston
DCS/akh
(3)

ST-110

REC-20 44-38861-5875

MAY 11 1970

Class
RACIAL INT. SECT.

6 MAY 20 1970

5010-108
Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

2025 RELEASE UNDER E.O. 14176

MAY 15 6 00 PM 1970
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2025 RELEASE UNDER E.O. 14176

William D. Ruckelshaus
Assistant Attorney General
Civil Division

May 7, 1970

Jerris Leonard
Assistant Attorney General
Civil Rights Division

JAMES EARL RAY CASE

Harold Weisberg v. United States
Department of Justice and United
States Department of State
Civil Action No. 718-70, U.S.D.C. D. D.C.

EXP. PROC.
MAY 8 1970

Reference is made to your letter of April 27, 1960, and a subsequent memorandum from the Director to you of April 30, 1970.

I concur in the Director's memorandum indicating that the federal process charging violation of a federal civil rights statute is still outstanding against James Earl Ray. The matter continues to be under investigation. In any release of any information the files pertaining to such investigation would, I believe, at this time be inimical to such investigation.

cc: Director
Federal Bureau of Investigation

REC- 35 44-38861-5876

10 MAY 18 1970

MAY 18 1970

44-31694

2025 RELEASE UNDER E.O. 14176

REC'D - ROSEN
FBI

REC'D - CIV RIGHTS
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2025 RELEASE UNDER E.O. 14176

OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA GEN. REG. NO. 27
5010-106

UNITED STATES GOVERNMENT

Memorandum

TO : Mr. DeLoach

DATE: May 15, 1970

FROM : A. Rosen

SUBJECT: MURKIN

1 - Mr. DeLoach
1 - Mr. Rosen
1 - Mr. Malley
1 - Mr. McGowan
1 - Mr. McDonough
1 - Mr. Bishop

Tolson
DeLoach
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Rosen
Sullivan
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Soyars
Tele. Room
Holmes
Gandy

This is the case involving the murder of Martin Luther King, Jr.

James Earl Ray, who is serving a 99-year sentence in a Tennessee State Prison on his guilty plea to the murder of King, on 4/13/70, filed a petition under the Tennessee "Post Conviction Relief Act" charging conflict of interest among his previous attorneys Arthur Hanes and Percy Foreman and writer William Bradford Huie; that he was deprived of full and free access to his attorney while in the Shelby County, Tennessee Jail and that the death of trial judge Preston Battle, deprived him of his right to a new trial.

On 5/7/70, an amended petition for Post Conviction Relief Act was filed in the Shelby County Criminal Court Clerk's office, Memphis, Tennessee, on behalf of Ray. Bernard Fensterwald, Jr., appears on this petition as one of Ray's attorneys. Fensterwald apparently replaced Attorney Robert W. Hill, Jr., of Chattanooga, Tennessee, and is reportedly the same Fensterwald who heads the private group called "National Committee to Investigate Assassinations" and who formerly worked for the Senate Judiciary Committee. He has clearly shown himself to be unscrupulous, untrustworthy and anti-FBI (77-44206-46).

In this amended petition it is alleged that the FBI conducted an illegal search and seizure of Ray's rental premises at 107 Fourteenth Street, Northeast, Atlanta, Georgia, and that the fruits of this search and seizure were introduced in evidence at Ray's trial. This undoubtedly refers to evidence voluntarily made available by Jimmie Delton Garner, manager of a rooming house at 107 Fourteenth Street, Northeast, Atlanta, which had been left there by a tenant known to him as Eric S. Galt who had vacated his room.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 7/29/94 BY 5668 SLD/drg CA # 94-0665 HHG

EX-112

44-38861-5822

CEP:jd
(7)

REC 12

4 MAY 20 1970

ACTION - OVER

56 MAY 28 1970

2025 RELEASE UNDER E.O. 14176

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DIRECTOR
F. B. I.

MAY 15
F. B. I.

ACTION:

1. It is recommended that SAC, Frank V. Hitt, Atlanta, be instructed to prepare an affidavit and furnish it to the Criminal Court of Shelby County, Tennessee, refuting this allegation in order that the record may be set straight.

2. SAC, Memphis will be instructed to advise Tennessee State Prosecutor of action being taken regarding this allegation.

2025 RELEASE UNDER E.O. 14176

5/18/70

AIRTEL

1 - Mr. McDonough

TO: SACs, Atlanta (Enclosure)
Memphis (44-1987)

FROM: Director, FBI (44-38861) 5878

MURKIN

REC- 77

ReMEairtel 5/8/70 and enclosures.

Enclosed for Atlanta is copy of enclosure to Memphis airtel, 5/8/70.

SAC should prepare appropriate affidavit refuting the allegation pertaining to illegal search and seizure, and furnish original and copies to Memphis. Furnish three copies to Bureau. Atlanta return enclosure to Bureau.

Memphis should advise appropriate state prosecutor of action being taken and then furnish original of affidavit to Criminal Court of Shelby County, Tennessee.

Handle promptly.

EJM:js
(6)

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 7/22/94 BY 5668 SCD/dmj
CA #94-0655 HHG

MAILED 8
MAY 18 1970
COMM-FBI

Tolson
DeLoach
Walters
Mohr
Bishop
Casper
Callahan
Conrad
Felt
Gale
Rosen
Sullivan
Tavel
Soyars
Tele. Room
Holmes
Gandy

MAIL ROOM ✓ TELETYPE UNIT

Clyzgm

C S MAY 22 1970

2025 RELEASE UNDER E.O. 14176

FD-36 (Rev. 5-22-64)

FBI

Date: 5/8/70

Transmit the following in _____
(Type in plaintext or code)

Via AIRTEL _____
(Priority)

TO: DIRECTOR, FBI (44-38861)

FROM: SAC, MEMPHIS (44-1987) (P)

SUBJECT: MURKIN

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 7/22/94 BY 5668 SCL/dmj
CA #94-0655

Re Memphis airtel to Bureau 4/14/70 wherein Memphis enclosed a copy of a Petition for Post Conviction Relief filed on behalf of JAMES EARL RAY in Shelby County Criminal Court Clerk's Office, Memphis, Tennessee.

Enclosed herewith for the Bureau are 2 copies of an "Amended Petition for Post Conviction Relief" filed on behalf of JAMES EARL RAY in the Shelby County Criminal Court Clerk's Office, Memphis, Tennessee, on 5/7/70.

The only allegation concerning the FBI contained in this petition is referred to on page 8 wherein RAY, through his attorneys, alleges that the FBI conducted an illegal search and seizure of RAY's rented premises at 107 14th Street N. E., Atlanta, Georgia, and that the fruits of this search and seizure were introduced in evidence at RAY's trial on 3/10/69.

It is noted that, according to this petition, RAY's attorneys of record as of 5/7/70 are J. B. STONER, RICHARD J. RYAN, and BERNARD FENSTERWALD, JR. It is to be noted that FENSTERWALD, JR., apparently replaces ROBERT W. HILL, JR., attorney, Chattanooga, Tennessee.

According to the 5/8/70 issue of the "Commercial Appeal," a daily Memphis, Tennessee, newspaper, FENSTERWALD, who

2-Bureau (Encs. 2)
2-Memphis
RFB:wp
(4)

ENCLOSURE
Airtel SACs, AT & ME 5-18-70
ELM:ds
AT-CC Petition
ENCL BEHIND FILE

REC-77 44-38861-5878

12 MAY 13 1970

EBF
PFB 12/2/76

Approved: _____ Sent _____ M Per _____
Special Agent in Charge

2025 RELEASE UNDER E.O. 14176

2025 RELEASE UNDER E.O. 14176

is 48 years of age, is from Washington, D. C., and heads a private group called "The Committee to Investigate Assassinations." According to this article, FENSTERWALD worked for the Senate Judiciary Committee from 1957 to 1968. BERNARD FENSTERWALD JR. B, APPROX 922 D.C.

JCWN

On 5/8/70 Mr. JESSE CLYDE MASON, Assistant State District Attorney, Shelby County, Memphis, advised that in view of the amended petition for post conviction relief filed on behalf of JAMES EARL RAY on 5/7/70, he does not feel as though a full hearing in this matter will be held until the latter part of June, 1970.

The Bureau will be kept advised of any further pertinent developments in this matter.

2025 RELEASE UNDER E.O. 14176

6 (Rev. 5-22-64)

FBI

Date: 5/22/70

Transmit the following in _____
(Type in plaintext or code)

Via AIRTEL _____
(Priority)

TO: DIRECTOR, FBI (44-38861)

FROM: SAC, ATLANTA (44-3386)(P)

SUBJECT: MURKIN

Re Bureau airtel, 5/18/70.

Enclosed for Bureau are three (3) copies of affidavit prepared by SAC, Atlanta in response to instructions in reairtel. In addition, enclosure to Atlanta in reairtel is attached.

Original and two copies of above-described affidavit are enclosed for Memphis. Original should be furnished to Criminal Court, Shelby County, Tenn. by Memphis Office.

"ENCLOSURE ATTACHED"

ENCLOSURE

2 - Bureau (Enc. 4)
2 - Memphis (44-187)(Enc. 3)
2 - Atlanta
FVH:mal/lcc
(6)

REC-110 44-38861-5879

12 MAY 25 1970

54 JUN 4 1970

Approved: _____ Sent _____ M Per _____
Special Agent in Charge

U. S. GOVERNMENT PRINTING OFFICE : 1969 O - 346-090 (11)

2025 RELEASE UNDER E.O. 14176

MAY 26 1970

Ch 5/28 rec'd

RECEIVED
GENERAL INVESTIGATIVE
DIVISION

REC'D - CIV RIGHTS
FBI

MAY 25 2 22 PM 1970

MAY 25 2 34 PM '70

F. B. I.
U S DEPT OF JUSTICE

2025 RELEASE UNDER E.O. 14176

6-94 (Rev. 1-21-63)
OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA GEN. REG. NO. 27
5010-106

UNITED STATES GOVERNMENT

Memorandum

TO : Assistant Attorney General
CIVIL RIGHTS DIVISION

DATE: May 26, 1970

FROM : Director, FBI

File Copy

SUBJECT: ASSASSINATION OF
MARTIN LUTHER KING, JR.
CIVIL RIGHTS

Reference is made to _____ memorandum dated _____ (your file _____).

There is enclosed one copy of the report of Special Agent _____ dated _____ at _____.

A. [ ] This covers the preliminary investigation and no further action concerning a full investigation will be taken by this Bureau unless the Department so directs.

B. [ ] The investigation is continuing and you will be furnished copies of reports as they are received.

C. [ ] The investigation requested by you has now been completed. Unless advised to the contrary no further inquiries will be made by this Bureau.

D. [ ] Pursuant to instructions issued by the Department, no investigation will be conducted in this matter unless specifically directed by the Department.

E. [ ] Please advise whether you desire any further investigation.

F. [ ] This is submitted for your information and you will be advised of further developments.

G. [XX] This is submitted for your information and no further investigation will be conducted unless specifically requested by the Department.

H. [ ] This covers the receipt of a complaint and no further action will be taken by this Bureau unless the Department so directs.

Enc. NOTE: Enclosed is a copy of amended petition of James Earl Ray and a copy of an affidavit prepared by SAC Frank Hitt relative to obtaining evidence at rooming house in Atlanta. Copy of this affidavit is being filed in Criminal Court, Shelby County, Tennessee.

File 6-Eqpm

2025 RELEASE UNDER E.O. 14176

ENCLOSURE

274

ENCLOSURE 44-38861-5879

2025 RELEASE UNDER E.O. 14176

May 22, 1970
Atlanta, Georgia

A F F I D A V I T

I, Frank V. Hitt, having been duly sworn, make the following statement to Jack Keith, Jr., who is qualified to administer oaths.

I am Special Agent in Charge of the Atlanta Division, Federal Bureau of Investigation (FBI), and occupied that position on April 15, 1968.

On April 15, 1968, in connection with the Civil Rights investigation following the murder of Martin Luther King, Jr., I instructed Special Agents of the FBI to interview James D. Garner, operator of a rooming house at 113 14th Street, N.E., Atlanta, Georgia.

On April 15, 1968, Garner advised these Special Agents that Eric S. Galt rented Room Number 2, 113 14th Street, N.E., Atlanta, Georgia, from March 24, 1968, to April 7, 1968. Garner stated Galt was offered an adjoining storage room in which to place his surplus belongings. This storage room had two doors, one off of the hall and one off of Room Number 2. Garner continued to utilize this room for storage while Galt was using it. Garner last saw Galt on March 31, 1968. On

2025 RELEASE UNDER E.O. 14176

April 5, 1968, Garner entered Room Number 2 to change the bed linen and found an undated note from Galt, which he destroyed, stating Galt had gone to Birmingham. The note further stated Galt had left his television set and would try to return for it in about one week. Galt left his key to Room Number 2 with the note.

Garner advised that Galt's rent expired April 7, 1968, and Galt had not returned to claim any of his belongings that he left behind. Garner stated after April 7, 1968, the exact date unknown, he had his employees clean Room Number 2 in order to rerent it.

All items left by Galt were placed in the storage room according to Garner.

With Garner's consent and in Garner's presence, Agents searched the storage room, which was under Garner's care, custody and control as landlord. Several items which were located during this search were voluntarily turned over to Agents, by Garner, for transportation to and examination by the FBI Laboratory in Washington, D.C.

Frank V. Hitt
Special Agent in Charge
Atlanta Division, FBI

Sworn and subscribed before
me this 22nd day of May,
1970, at Atlanta, Georgia

Jack Keith, Jr.
Assistant Special Agent in Charge
Atlanta Division, FBI

2025 RELEASE UNDER E.O. 14176

44-38861-5879

2025 RELEASE UNDER E.O. 14176

May 22, 1970
Atlanta, Georgia

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2025 RELEASE UNDER E.O. 14176

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Frank V. Hitt
Special Agent in Charge
Atlanta Division, FBI

Sworn and subscribed before
me this 22nd day of May,
1970, at Atlanta, Georgia

Jack Keith, Jr.
Assistant Special Agent in Charge
Atlanta Division, FBI

2025 RELEASE UNDER E.O. 14176

OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA FPMR (41 CFR) 101-11.6

UNITED STATES GOVERNMENT

Memorandum

TO : Director, FBI (44-38861) DATE: 6/3/70

FROM : SAC, Birmingham (44-1740) (P*)

SUBJECT: MURKIN
OO: ME

Rerep SA HENRY A. SNOW dated 4/17/68 at Birmingham, wherein it is set forth that a complaint was filed against subject under the alias of ERIC STARVO GALT at Birmingham on 4/17/68 charging him with having conspired with an unnamed brother to violate Section 241, Title 18, U. S. Code.

U. S. Marshal, Birmingham, on 5/26/70 advises he still holds above-mentioned warrant.

The existence of this warrant was set forth in a letterhead memorandum from the Birmingham office under date of 6/13/69.

Since news releases available to the Birmingham office indicate that subject RAY has exhausted possibilities of appeal from the sentence he is now serving, the Bureau may desire to contact the Department with the idea of authorizing the dismissal of this warrant. suggested several times but dept has taken no action

2 - Bureau
2 - Memphis (44-1987)
2 - Birmingham
HAS:rte
(6)

REC-102

JUN 5 1970

SEX

59 JUN 11 1970

Buy U.S. Savings Bonds Regularly on the Payroll Savings Plan

5010-108

2025 RELEASE UNDER E.O. 14176

RECEIVED
GENERAL INVESTIGATIVE
DIVISION
JUN 10 10 14 AM 1970
F. B. I.
U. S. DEPT. OF JUSTICE

REC'D - CIV RIGHTS
FBI
JUN 10 10 44 AM '70

2025 RELEASE UNDER E.O. 14176

OPTIONAL FORM NO. 10
MAY 1962 EDITION
GSA GEN. REG. NO. 27

5010-106

UNITED STATES GOVERNMENT

Memorandum

TO : Mr. DeLoach

DATE: June 9, 1970

FROM : A. Rosen

SUBJECT: MURKIN

1 - Mr. DeLoach
1 - Mr. Rosen
1 - Mr. Malley
1 - Mr. McGowan
1 - Mr. Price
1 - Mr. Bishop

REC-23

Tolson
DeLoach
Walters
Mohr
Bishop
Casper
Callahan
Conrad
Felt
Gale
Rosen
Sullivan
Tavel
Soyars
Tele. Room
Holmes
Gandy

This is the case involving the murder of Martin Luther King, Jr.

This is to recommend letter dated June 2, 1970, from Mr. Paul Danylyshyn of Ontario, Canada, not be acknowledged.

385 CUMBERLAND ST THUNDER BAY

The Bureau received a letter dated 6/2/70, from an individual identifying himself as Paul Danylyshyn of Ontario, Canada. Enclosed with this letter is a copy of two long distance telephone bills and a copy of a letter dated June 17, 1969, from the District Attorney General, Shelby County, Memphis, Tennessee, to Mr. Wallace V. Dubinsky, Attorney at Law, Port Arthur, Ontario, who apparently in June of 1969, represented Danylyshyn. CANADA

Danylyshyn claims to have been helpful in the identification and apprehension of the "wanted killer(s)" of the late Martin Luther King, Jr., through the medium of "extra-sensory perception" (ESP). He voices his disapproval of our Memphis office and states he spoke with "Agent Sullivan" and SAC Robert Jensen regarding the killing of King and furnished the enclosed telephone bills as proof of his contact with our Memphis office. Danylyshyn generally complains he has received no monetary reward for the information furnished by him and that our Memphis office has taken all the credit for the solution of this case.

REC-23 44 38861-5881

15 JUN 11 1970

Records of the Memphis office disclose Danylyshyn made several calls to that office and offered various type suggestions based on his extra-sensory perception, none of which was considered worthy of any investigation. He was mainly concerned with the reward that had been offered and was told by SAC Jensen that the FBI had nothing to do with the reward offered. He appeared somewhat upset over the possibility that people might consider him a "kook" or a "nut" because of his stories of ESP powers and other psychic knowledge. In one of his telephone calls he said that perhaps he would get in touch with one of the national magazines or possibly the

57 DEC 6 1974

CEP:js/jd (7)

3 ENCLOSURE

F372

CONTINUED - OVER

PERS. REC. UNIT

2025 RELEASE UNDER E.O. 14176

RECEIVED
FEDERAL BUREAU OF INVESTIGATION
JUN 9 2 13 PM '70
U.S. DEPT. OF JUSTICE

JUN 9 2 29 PM '70
RECEIVED
F B I

RECEIVED
FEDERAL BUREAU OF INVESTIGATION
JUN 9 9 20 AM '70
F. B. I.
U.S. DEPT. OF JUSTICE

REC'D - CIV RIGHTS
RECEIVED - DIRECTOR
FBI
F. B. I.
JUN 9 3 07 PM '70

JUN 9 9 45 AM '70

RECEIVED - FBI
JUN 9 10 39 AM '70

REC'D - DIR RIGHTS
FBI
JUN 9 3 57 PM '70

JUN 10 7 01 AM '70

JUN 9 12 51 PM '70
REC'D DeLOACH
F B I

JUN 10 9 31 AM '70
REC'D DeLOACH
F B I

2025 RELEASE UNDER E.O. 14176

Southern Christian Leadership Conference and furnish the information he has based on his ESP and psychic powers. He was, of course, told that the FBI was in no position to give any advice or to place any restriction on what he did, and he concluded this telephone call by stating he would not help the police in any way, shape, or fashion.

SAC, Memphis has advised that the District Attorney General's Office, County of Shelby, Memphis, Tennessee has received correspondence from Danylyshyn's lawyer relative to the reward money, and that office has advised the attorney that there is no mention in his files of any information given by Mr. Danylyshyn to any law enforcement or investigative body that led to the arrest and conviction of the murderer of King.

The records of the Bureau contain no record identifiable with Paul Danylyshyn.

ACTION:

It is recommended that Danylyshyn's letter not be acknowledged as any acknowledgement could invite further irrelevant correspondence from Danylyshyn and would possibly be used by him in an effort to try and embarrass the Bureau.

Right. We don't use ESP anyway & never have -

2025 RELEASE UNDER E.O. 14176

Apt. 44, 38 S. [illegible]mberland St.
Thunder Bay, North,
Ontario, Canada,
June 2nd, 1970.

Mr. Tolson
Mr. DeLoach
Mr. Walters
Mr. Mohr
Mr. Bishop
Mr. Casper
Mr. Callahan
Mr. Conrad
Mr. Felt
Mr. Gale
Mr. Rosen
Mr. Sullivan
Mr. Tavel
Mr. Sovars
Tele. Room
Miss Holmes
Miss Gandy

John Edgar Hoover, Esq.
Federal Bureau of Investigation,
9th Pennsylvania Avenue,
Washington, D. C., 20535,
U. S. A.

Memo

Dear Mr. Hoover:

It is with disappointment that I write you this letter.

My disappointment is against your great law enforcement agency, that you capably head, the "Federal Bureau of Investigation."

Rather, my disappointment is against one of your offices of the "Federal Bureau of Investigation," namely, of Memphis, Tennessee.

In my talented ways, I wanted to be helpful in apprehending the wanted killer(s) of the late Doctor Rev. Martin Luther King, Jr.

Monetary gains were in mind as well.

Please note enclosures. Helpful I have been, in my ways, through the medium of "Extra-Sensory Perception."

Your office at Memphis has not given me any mention for my help:

Information spoken over the first two telephone calls; first conversation with agent Sullivan; second conversation with agent-in-charge Robert Jensen. Topic of conversations: Name of killer(s) -- Ray, also Leonard (accomplice equally responsible). This Leonard is a redhead (Do you want his description?).

"If looking for Ray, in Canada, try first to look for him in the city of Toronto, Ontario, Canada."

Other information was spoken about, as well, such as the supposed name of a Russian or Chinese spy in your country -- Norman Green, or Greene.

The information in regard to the late Dr. Martin Luther King, Jr., was given to your office prior to the apprehension of James Earl Ray, in Great Britain (please note dates).

I DID receive a raw deal, I would say. I did ask them to pay for my telephone calls. I did not hear from them in any way. Why? I have also written a few times.

ENCLOSURE

What is their purpose in ignoring me; who is this Leonard; why was he not brought to trial? (he is an accessory to a murder); it's been over two years now that he is known to your Bureau. What's the delay? Who is he??

Exp. Proc.
31 JUN 4 1970

REC-23 44-38861-5911

10 JUN 4 1970

66 JUN 18 1970

FBI - MEM. UNIT
CORRESPONDENCE

2025 RELEASE UNDER E.O. 14176

10 DIRECTOR

JUN 8 9 24 AM '70

D DeLOACH
F B I

JUN 8 10 00 AM '70

F B I
REC'D BISHOP

RECEIVED DIRECTOR
F. B. I.

JUN 4 4 34 PM '70

JUN 5 5 42 PM '70

RECEIVED-TOLSON
F B I

REC'D-CORR & TOURS

JUN 8 10 35 AM '70

JUN 8 11 57 AM '70

FBI
REC'D-CIV MAIL

2025 RELEASE UNDER E.O. 14176

They (your Memphis office) take the credit (all the credit). They made it so that I lost out on the reward money offered. Wasn't fair was it?

If this is their attitude, I am to assume that it is also the attitude of your "Federal Bureau of Investigation."

It is with regret that I write you as I do.

I have had great respect for your agency. I may have been helpful at some other time to your agency, through means of -- "Extra Sensory Perception," but I strongly believe the attitude of your Memphis, Tennessee, office also reflects your agency's attitude (hope I am wrong).

Forgive me, Mr. Hoover, for my tone of letter here and there. If it takes a fool to criticise, then you have just met one (a big fool at that)!

As a Canadian citizen, tell me to mind my own business. I have it coming.

Thank you for your time and effort to this letter, Sir.

Yours truly,

Paul Danylyshyn

Paul Danylyshyn

PD/L
Encls.

2025 RELEASE UNDER E.O. 14176