

Court's orders.

Your amici curiae further report that they have met on numerous occasions to discuss the problems of pre-trial publicity in this case and the enforcement of this Court's orders. The single and all-pervasive goal toward which this group has striven is the assurance of a fair trial by an impartial jury in this cause. There is no effort to "muzzle" or censor the news or publishing media; nor are this Court's orders reasonably susceptible to such interpretation.

But this Court has been strongly directed by the Supreme Court of the United States in Sheppard v. Maxwell, 384 U.S. 333 (1966) to insure by appropriate orders that any case such as this one which evokes wide-spread public interest will be tried only in a court of law, and only before a jury whose views of the case have not been pre-formed by outside influence, and only when all witnesses who testify or comment about the evidence are under oath and subject to cross-examination:

"The courts must take such steps by rule and regulation that will protect their processes from prejudicial outside interferences. Neither prosecutors, counsel for defense, the accused, witnesses, court staff nor enforcement officers coming under the jurisdiction of the court should be permitted to frustrate its function. Collaboration between counsel and the press as to information affecting the fairness of a criminal trial is not only subject to regulation, but is highly censurable and worthy of disciplinary measures." Sheppard v. Maxwell, supra at page 363.

This is the essence of the impartial jury trial required by the Constitution of the United States. Your amici curiae believe that this Court's orders are properly designed for this purpose and that this Court has, despite certain violations of its order, effectively complied with the Supreme

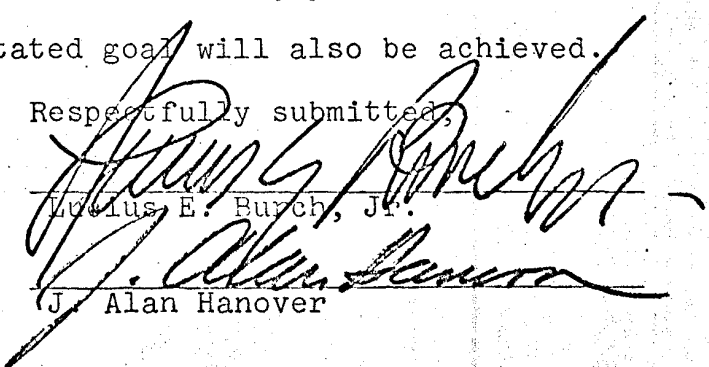
Court's requirements.

Your committee recognizes that, as the date of trial of this cause approaches, the temptations to increase the pressure of publicity will grow stronger. Your committee further recognizes that this Court's power to punish for contempt may seem limited when compared with what may appear to be the gains to be had from risking a conviction of contempt of this Court by violation of its pre-trial publicity orders. Your committee believes, however, that such "gains" are ephemeral and indeed illusory, and that they are not worth the severe price which will be paid by all in the resulting losses which may be sustained to individual rights. Your committee reports, therefore, that, in the last analysis, the integrity of the jury trial in this particular case, and of the jury trial system in this country, must depend in great part upon the self-discipline of the news media, the attorneys for the State and the defendant, and others who have or believe they have an interest in this trial.

Your committee assures the Court that it will, as indicated above, continue to assist diligently in the enforcement of this Court's orders, for, if the orders of this Court, or of any Court, are continually ignored or flaunted with impunity, there will soon be neither "fair trial" nor "free press" to discuss, to debate, or to protect. However, your committee believes that the success of this Court's efforts under Sheppard v. Maxwell to assure a fair trial in this cause will rest finally and ultimately, as do the freedoms guaranteed by the First Amendment itself, upon self-discipline and responsible self-control by all concerned.

To the extent that this is achieved, your committee believes that its above-stated goal will also be achieved.

Respectfully submitted,


Lucius E. Burch, Jr.


J. Alan Hanover

Cooper Turner, Jr.

Cooper Turner, Jr.

James D. Causey

James D. Causey

Leo Bearman, Jr.

Leo Bearman, Jr.

Lee A. Hardison

Lee A. Hardison

Don G. Owens

Don G. Owens

FILED *11-4-68*
J. A. BLACKWELL, CLERK
BY *J. A. Blackwell* D. C.

44-1987-Sub-B-70

lll

lll

11-6-68

AIRTEL

AM

TO: DIRECTOR, FBI (44-38861)
FROM: SAC, MEMPHIS (44-1987) P

MURKIN.

Remytel 11-5-68 concerning this matter.

Enclosed for the Bureau are two copies of the "Report of Amici Curiae," stating that there is probable cause to believe that WILLIAM BRADFORD HUIE and the publishers of "Look" magazine are in contempt of court regarding pre-trial publicity in instant case. This report was filed 11-4-68.

3 BUREAU (Enc. 2)(AM)
1 MEMPHIS

JCH:BN
(4)

JCH

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llh

llh

44-1987-Sub-Q-71

F B I

Date: 11-10-68

Transmit the following in Plain Text
(Type in plaintext or code)

Via Urgent
(Priority)

To: DIRECTOR, FBI
From: SAC, MEMPHIS
Subject: MURKIN

SHERIFF WILLIAM MORRIS, MEMPHIS, TENN., ADVISED TODAY THAT SUBJECT JAMES EARL RAY HAS DISMISSED HIS ATTORNEY, ARTHUR HANES, AND HAS SECURED THE SERVICES OF PERCY FOREMAN, A NATIONALLY KNOWN LAWYER FROM DALLAS, TEXAS, WHO FIGURED PROMINENTLY IN THE JACK RUBY TRIAL. SHERIFF MORRIS ~~states~~ ~~states~~ SAID THAT FOREMAN HAS INDICATED HE DESIRES TO INTERVIEW ALL WITNESSES IN THIS CASE, AND MORRIS NOW BELIEVES RAY WILL NOT STAND TRIAL BEFORE APRIL, NINETEEN SIXTY NINE. END.

llh
llh
llh
44-1987-Sub-0-72
0

Approved: RGT/jct Special Agent in Charge
Sent Air 9:32 p M Per [Signature]

F B I

Date: 11/13/68

Transmit the following in PLAIN TEXT
(Type in plaintext or code)

Via TELETYPE URGENT
(Priority)

TO DIRECTOR (44-38861)
FROM MEMPHIS (44-1987) 2P

MURKIN.

MEMPHIS PRESS-SCIMITAR, IN MID-SOUTH EDITION DATED WEDNESDAY, NOV. THIRTEEN, SIXTY EIGHT, CARRIED ARTICLE ON PAGE ONE CAPTIONED AS FOLLOWS: "DENIED ACCESS TO ROOMING HOUSE, NEW RAY ATTORNEY PROTESTS TO FBI CHIEF."

IN ARTICLE APPEARING ON PAGE ONE, PERCY FOREMAN, NEW ATTORNEY FOR JAMES EARL RAY, IS QUOTED AS SAYING, "A MAN WHO CALLED HIMSELF DELBERT WHITE AND SAID HE WAS IN CHARGE OF THE PLACE WOULD NOT LET ME IN." FOREMAN WAS DISCUSSING THE BOARDING HOUSE AT FOUR ONE EIGHT DASH FOUR TWO TWO AND ONE HALF SOUTH MAIN, MEMPHIS.

FOREMAN IS FURTHER QUOTED AS SAYING, "THIS MAN TOLD ME THAT THE FBI AND MEMPHIS POLICE TOLD HIM TO DEMAND TO SEE A GOLD BADGE BEFORE LETTING ANYONE INSPECT THE ROOM RAY ALLEGEDLY USED. I ASKED HIM IF I SHOWED HIM PERMISSION FROM JUDGE PRESTON BATTLE TO SEE THE ROOM IF HE WOULD LET ME IN. HE SAID NO, THAT I WOULD HAVE TO HAVE PERMISSION FROM THE FBI."

44-1987-Sub-D-13

Airtel
Teletype
A. J.
A. J. S. D.
Spec. Del.
Reg. Mail

RGJ:ME

(1) *my*

0

llh *Heater*

Registered.....
Approved: *R Jensen*
Special Agent in Charge

Sent *1:50* *llh* M Per *by*
llh

F B I

Date:

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

Via _____
(Priority)

PAGE TWO

FOREMAN IS FURTHER QUOTED AS SAYING, "I HAVE WRITTEN HOOVER DEMANDING THAT THESE EXCESSIVE SECURITY REGULATIONS BE REMOVED. I WOULD LIKE TO SEE THE ROOM BEFORE I TALK TO WITNESSES. I DON'T INTEND TO TAKE COURT ACTION TO GET INTO THE ROOM. I JUST INTEND TO LET MR. HOOVER HANDLE IT."

MEMPHIS INDICES DO NOT DISCLOSE ANY RECORD OF A DELBERT WHITE BEING ASSOCIATED WITH THE ROOMING HOUSE. AT TIME OF ASSASSINATION, MRS. BESSIE BREWER AND HER HUSBAND, FRANK BREWER, WERE IN CHARGE OF ROOMING HOUSE.

REGARDLESS OF WHO WAS IN CHARGE OF ROOMING HOUSE, NO ONE FROM MEMPHIS FBI DIVISION HAS PLACED ANY TYPE OF RESTRICTION AT BOARDING HOUSE NOR HAS ANYONE REQUESTED THAT THE FBI BE CONTACTED IN ORDER TO GIVE CLEARANCE FOR ANYONE TO ENTER ROOM AT BOARDING HOUSE.

**ARTICLE OF INTEREST BEING CLIPPED AND FORWARDED BY SEPARATE COMMUNICATION. P.
END**

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

(Mount Clipping in Space Below)

Lecture By FBI Agent Angers Ray's Attorney

By CHARLES EDMUNDSON

Arthur J. Hanes Sr., attorney for James Earl Ray, accused in the killing of Dr. Martin Luther King Jr., complained yesterday that a court order to limit pre-trial reporting in the case "protects the prosecution and only muzzles the defense."

"I am going to represent my client to the limit of my abilities, according to the law, and I am not going to be stopped," Mr. Hanes said.

He flew here from Birmingham yesterday to continue his examination of items of evidence the attorney general's office has been ordered to make available to him.

In an interview Mr. Hanes declared that prosecution witnesses have been making public statements "convicting my client and we have had no chance to counter them."

He cited a lecture by George Bonebrake, an FBI fingerprint specialist, in Wichita, Kan., Sept. 11 and quoted on Page One of the Wichita Beacon.

The Beacon identified Mr. Bonebrake as the man who "led the search through thousands of fingerprints on file with the FBI headquarters in Washington seeking identification of the killer." Mr. Bonebrake also testified at the extradition hearing for Ray in London in July.

"I was able to testify," Mr. Bonebrake was quoted as say-

ing in Wichita, "that the latent fingerprints we found in Memphis matched those taken of the man arrested in London, and that the same prints matched those taken of James Earl Ray while he was at the Missouri Penitentiary."

Using a chart to compare "latent fingerprints" with "ink fingerprints," Mr. Bonebrake added, "This is what I did in London. I was able to show that the latent prints obtained in Memphis, the ones taken in London and the ones taken of Ray at the Missouri prison were all the same."

Mr. Bonebrake was addressing a Wichita area police seminar on fingerprint identification. In Washington yesterday the FBI said Mr. Bonebrake was out of town and not available for comment.

Frank Garofolo, assistant city editor of the Wichita Beacon, said yesterday that newsmen were permitted to attend the lecture and nothing was put off the record at the police seminar. A major in the Wichita Police Department objected the next day, Mr. Garofolo said, that the speech had been quoted too much in detail.

Judge W. Preston Battle has acknowledged earlier that his power to limit publicity applied only in the boundaries of his judicial district (Shelby County).

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

— Page 1

— The Commercial Appeal

— Memphis, Tenn.

Date: 10-16-68

Edition: Final

Author:

Editor: Frank R. Ahlgren

Title:

Character:

or

Classification: 44-1987

Submitting Office: Memphis

Being Investigated

44-1987-Sub-C-74

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FBI - MEMPHIS	

Hester *qjt*

ENCLOSURE

The order has a differing effect, Mr. Hanes said.

"While the accused and his attorneys have been ordered not to give interviews, key witnesses for the prosecution, such as Mr. Bonebreak, have been free to make statements. Atty. Gen. Ramsey Clark stated on television that Ray committed this crime with no conspiracy involved. When I say the contrary I am held in contempt."

Mr. Hanes said Judge Battle's order restricting pre-trial interviews is inconsistent with a statement by the judge that he has seen criminal cases "drenched in publicity" but ending with a "just result."

Judge Battle made the statement in denying a defense contention that widespread publicity before issuance of his order had made a fair trial impossible.

Mr. Hanes will be in Memphis today and tomorrow interviewing witnesses and examining items of evidence in possession of Atty. Gen. Phil Canale. He took time off yesterday afternoon to buy Ray a new supply of shirts, size 15½, sleeve-length 32, and a pair of shoes, size 9½-C.

Director, Federal Bureau of Investigation

November 8, 1968

Fred M. Vinson, Jr., Assistant Attorney General,
Criminal Division

Assassination of Martin Luther King, Jr.

The Exhibits attached to the Petition for Contempt in the Criminal Court of Shelby County against Mr. George Bonebrake of the Federal Bureau of Investigation include copies of three articles from Memphis newspapers containing quotations attributed to Mr. Bonebrake. These quotations appear to derive from an article in the Wichita, Kansas, Beacon reporting on Mr. Bonebrake's participation in the latent fingerprint school in Wichita.

Exhibit A of the Petition, which is a copy of an article in the Memphis Commercial Appeal of October 16, 1968, contains the following paragraph:

"Frank Garofolo, assistant city editor of the Wichita Beacon, said yesterday that newsmen were permitted to attend the lecture and nothing was put off the record at the police seminar. A major in the Wichita Police Department objected the next day, Mr. Garofolo said, that the speech had been quoted too much in detail."

Your memorandum of October 29, 1968, summarizes Mr. Bonebrake's explanation of the extent of his comments at the latent fingerprint school in Wichita during the period September 9 through 13, 1968, discusses the closed nature of the school, and points out that one member of the class seemed friendly and communicative with a reporter during a recess public relations period. Obviously Mr. Garofolo is quoted as stating a contrary understanding as to the closed nature of the seminars, and the news reports indicate that someone is responsible for the extensive comments attributed to Mr. Bonebrake. We consider

44-1987-Sub-Q-75

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FBI - MEMPHIS	

Hester *glt*

it essential to decisively refute Mr. Garofolo's quoted version and anticipated testimony, as well as the anticipated testimony of reporters and policemen. I would appreciate your taking appropriate measures to assist our full preparation to oppose the contempt charge, should that need arise.

11/12/68

Airtel

To: SAC's Kansas City - Enc. (2) *WEM*
Memphis (44-1987) - Enc. (2)

From: Director, FBI (44-38861)

MURKIN

Attached is a copy of self-explanatory memorandum from Fred M. Vinson, Jr., Assistant Attorney General, Criminal Division, requesting that appropriate measures be taken to assist in preparation to oppose possible contempt charge against Latent Fingerprint Section Examiner George J. Bonebrake.

For your information, on 10/24/68 Judge W. Preston Battle, Criminal Court of Shelby County, Memphis, Tennessee, signed a petition requiring that Examiner Bonebrake appear before that court on 12/8/68 to show cause why he should not be held in contempt of court. This action was taken in connection with an article appearing in the Wichita, Kansas, "Beacon" newspaper, concerning advanced latent fingerprint police school conducted by Mr. Bonebrake during five-day period, 9/8-12/68, at Wichita, Kansas. This school was sponsored by Wichita Police Department and seventeen officers from Wichita Police Department and surrounding departments attended. Bonebrake is alleged to have unnecessarily aired fingerprint testimony of this case in presence of representative of the press supposedly in attendance at the school. Bonebrake is the examiner who presented expert fingerprint testimony on 6/27/68 in London, England, in connection with the extradition of Ray. His testimony received widespread publicity throughout the world.

Lead on pg 2 handle today 11/18
Jone

44-1987-Sub-C-76

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NOV 14 1968	
FBI - MEMPHIS	

Hester

10

**Airtel to Kansas City
MURKIN
44-38861**

Examiner Bonebrake emphatically denied allegations and advised that the above police school was a closed school for law enforcement officers only. No members of the press or the public were permitted to attend lectures. Only ^{time} members of the press admitted to classroom was when invited by sponsoring police department during a recess period to take photos and collect data for local press story. One member of the class, who seemed friendly with a reporter present, mentioned that Bonebrake was the fingerprint examiner that had given testimony in London. The reporter commented to Bonebrake that he thought he recalled his (Bonebrake) name. No further questions asked and no other information volunteered by Bonebrake. At no time did Mr. Bonebrake discuss fingerprint testimony with representatives of the press or unnecessarily air fingerprint testimony in this case. On one occasion during school, members of the class attempted to query him as to the details of fingerprint testimony. Bonebrake stated that he gave no facts other than what had already been quoted by the press concerning his London, England, testimony. No member of the press was present at this time.

Bonebrake at extradition hearing for Ray testified that three latent prints developed this case and the fingerprints of Ray taken by Los Angeles Police Department, at Missouri State Penitentiary and taken during extradition charge by Scotland Yard were fingerprints of one and the same individual. This fingerprint testimony was quoted extensively in news media throughout the world.

In an effort to comply with Assistant Attorney General Vinson's request, you are instructed to have mature, experienced agents contact representatives in attendance at the above school, as well as the Major in the Wichita Police Department quoted by the local newspapers concerning this matter and discreetly interview them in an effort to obtain information to refute allegations that Examiner Bonebrake unnecessarily aired fingerprint testimony in class with members of the press present. No members of the press should be contacted in connection with your inquiry. Please handle promptly and advise Bureau attention Identification Division.

Memphis advise what effect postponement of trial until March, 1968, will have on the court's consideration of the Bonebrake matter scheduled for 12/6/68.

11/18/68

AIRTEL

AM

TO: DIRECTOR, FBI (44-38861)
FROM: SAC, MEMPHIS (44-1987) P
MURKIN

ReBuAirtel 11-12-68 regarding appearance by Latent Fingerprint Section Examiner GEORGE J. BONEBRAKE in Criminal Court, Shelby County, Tennessee, 12-6-68.

On 11-18-68, Attorney DON G. OWENS, Memphis, Tennessee, one of a group of advisors to Judge W. PRESTON BATTLE, advised that he is certain Judge BATTLE does not desire BONEBRAKE to appear on 12-6-68 and that BONEBRAKE's appearance will be postponed until after subject's forthcoming trial. Mr. OWENS said some official notification should be forthcoming within the next few days. Mr. OWENS will advise the Memphis Office, who will in turn advise the Bureau.

3 BUREAU
1 MEMPHIS

JCH:BN
(4)

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[Handwritten initials]
[Handwritten circled number 16]

[Handwritten circle]

[Handwritten initials]

[Handwritten initials]
44-1987-Sub-O-77

[Handwritten signature]

WILLIAM BRADFORD HUIE

Contracts

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.

Not to be disseminated

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SEARCHED.....	INDEXED.....
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NOV 19 1968	
FBI - MEMPHIS	

JH

July 8, 1968

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

WILLIAM BRADFORD HUIE

HARTSELLE, ALABAMA
July 8, 1968

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

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44-1987-Sub-C-78

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SERIALIZED.....	FILED.....
NOV 19 1968	
FBI - MEMPHIS	

[Signature]

July 8, 1968

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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

A G R E E M E N T

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, R. G. Sneyd, or whatever other name he be known by, and Arthur J. Hanes, in consideration of the mutual covenants of the parties, do hereby agree and covenant as follows:

1. The said R. G. Sneyd, alias, does hereby assign, transfer and set over unto the said Arthur J. Hanes, his heirs and assigns, an ~~undivided 70% interest~~ *FEE OF \$20,000 PLUS CASE EXPENSES FOR JER. A. H.* in all his right, title and interest in and to money, rights and benefits which may accrue to him under and by virtue of an agreement entered into between the said R. G. Sneyd and ~~or James Earl Ray~~ *William Bradford Huie* and ARTHUR J. HANES executed on the 8 day of July, 1968. This shall be in addition to any money, rights or benefits which may accrue to the said Arthur J. Hanes independently under said agreement.

2. The said Arthur J. Hanes does hereby agree to act as exclusive agent and attorney for the said R. G. Sneyd in the handling of his affairs, contracts, negotiations, and sale of any and all rights to information or privacy which he may have in and to his life or particular events therein to persons, groups or corporations for the purpose of writing, publishing, filming or telecasting in any form whatever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of July, 1968.

R. G. Sneyd
James Earl Ray
Arthur J. Hanes

44-1987-Sub-B-79

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SEARCHED	INDEXED
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NOV 19 1968	
FBI - MEMPHIS	

gll

*Jerry Ray
1902 Cherokee
St. James 63118*

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

Not to be disseminated

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44-1987-Sub-D-80

SEARCHED.....	INDEXED.....
SERIALIZED <i>llh</i>	FILED <i>llh</i>
NOV 19 1968	
FBI - MEMPHIS	

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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, 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.

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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.

*Excluded
A.J.H.
W.B.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, whichever is the later 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 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 6, 1968 before me, the undersigned Notary Public personally appeared WILLIAM BRADFORD HUIE 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.

*JERRY RAY
1902 Cherokee
St. Louis 63112*

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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44-1987 Sub-C-90

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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, 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.

WBA
A.F.H.

33713 7/3/68

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.

*Excluded
A.J.
W.B.N.*

~~(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, whichever is the later 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 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 6, 1968 before me, the undersigned Notary Public personally appeared WILLIAM BRADFORD HUYE 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.

P O W E R O F A T T O R N E Y

KNOW ALL MEN BY THESE PRESENTS: That I, R. G. Snyder
James Earl Ray

of the United States of America, have made, constituted and appointed, and by these presents do make, constitute, and appoint Arthur J. Hanes of Birmingham, Jefferson County, Alabama, my true and lawful attorney for me and in my name, place and stead, and for my use and benefit, to ask, demand, sue for, recover, collect and receive all such sums of money, debts, dues, accounts, legacies, bequests, interests, dividends, annuities and demands whatsoever as are now, or shall hereafter become, due, owing, payable or belonging to me, and have, use and take all lawful ways and means in my name or otherwise for the recovery thereof, by attachments, arrests, distress or otherwise, and to compromise and agree for the same, and acquittances, or other sufficient discharges for the same, for me, and in my name, to make, seal and deliver; to bargain, contract, agree for, purchase and receive, and take lands, tenements, hereditaments and accept the seizin and possession of all lands and all deeds and other assurances, in the law therefor, and to lease, let, demise, bargain, sell, remise, release, convey, mortgage and hypothecate lands, tenements and hereditaments, upon such terms and conditions, and under such covenants, as he shall think fit. Also, to bargain and agree for, buy, sell, mortgage, hypothecate and in any and every way and manner deal in and with goods, wares, and merchandise, choses in action and other property in possession or in action, and to make, do, and transact all and every kind of business or what nature or kind soever, and also for me and in my name, and as my act and deed, to sign, seal, execute, deliver and acknowledge such deeds, leases and assignment of leases, covenants, indentures, agreements, mortgages, hypothecations, bottomries, charter-parties, bills of lading, bills, bonds, notes, receipts, evidences of debts, releases and satisfaction of mortgage, judgements and other debts, and such other instruments in writing of whatever kind and nature as may be necessary or proper in the premises.

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44-1987-Sub-D-81

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NOV 19 1968	
FBI - MEMPHIS	

ACT

Giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might and could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my said attorney, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of these presents.

Witness my hand this 5th day of July, 1968.

R. G. Sneyd (L.S.)
General Agent

Witness:

M. Eugene
3212 West 1st Street
London W.C. 2, England

MEMORANDUM OF AGREEMENT made this 7th day of October, 1968, between William Bradford Huie ("Author") and Cowles Communications, Inc. ("Cowles"). The parties hereto hereby agree as follows:

1. Author has prepared and submitted to Cowles two magazine articles, approximately 8,000 words each, dealing with the life of James Earl Ray ("Ray") for the period starting shortly before his escape from a Missouri prison in 1967, up to and including the time that Ray arrived in Selma, Alabama (about March 22, 1968), several weeks prior to the assassination of Dr. Martin Luther King. Author warrants that the articles are based on original research by him, including interviews of Ray's attorney, Arthur L. Hanes, Sr., exchanges of questions and answers between Author and Ray submitted to Ray through his attorney, and certain diagrams and letters written and prepared by Ray, the publication of which Ray and his attorney have authorized and consented to. (Articles and research material described above shall be collectively referred to as the "preliminary articles.")

2. Author covenants and warrants that he owns exclusive newspaper, magazine and periodical rights in the preliminary articles, and that he has the right to, and does hereby, grant to Cowles, upon the terms and with the protection hereinafter provided:

A. exclusive first publication rights therein in the English language for the United States (including its possessions and territories), Puerto Rico and the Dominion of Canada. This includes the right to publish the preliminary articles in LOOK Magazine and to distribute those issues of LOOK Magazine.

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44-1987-Sub-O-82

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NOV 19 1968	
FBI - MEMPHIS	

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in which said articles appear, to all other countries and territories to which LOOK Magazine is regularly distributed; and

B. exclusive first serial (i.e., prior to book publication) English language and foreign translation rights therein for all foreign newspapers, magazines and periodicals (i.e., other than the United States, its possessions and territories, Puerto Rico and the Dominion of Canada), published throughout the world (subject only to the first publication rights granted herein to Cowles). Said exclusive first serial rights shall respectively extend from the date of the execution of this agreement up to and including February 26, 1969, or until the actual date of publication of the preliminary articles in book form in each such foreign country under the imprint of a book publisher located therein, whichever is the later date. Cowles shall use its best efforts to syndicate the preliminary articles to newspapers, magazines and periodicals throughout the world.

3. For the rights granted in paragraphs 2A and 2B, Cowles will pay Author the sum of \$25,000, the receipt of which he hereby acknowledges. Additionally, Cowles will pay Author 40 percent of the gross proceeds derived by it from the sale to others of the rights granted in paragraph 2B.

4. Cowles will publish the preliminary articles in the November 12th and November 26th issues of LOOK Magazine respectively. Each article will carry a copyright line in the name of the Author, and Cowles shall require all newspapers, magazines and periodicals purchasing any rights in the preliminary articles to publish the same copyright notice.

5. Author is currently preparing a manuscript which will detail the activities of Ray immediately following his March, 1968, arrival in Selma, Alabama, how, why and by whom Dr. Martin Luther King was assassinated, Ray's part in it, and his ultimate capture. Author will deliver the manuscript to the Editor of LOOK Magazine as promptly as possible after the conclusion of Ray's trial for the murder of Dr. Martin Luther King.

6. Author covenants and warrants that he owns exclusive first newspaper, magazine and periodical publication rights in the manuscript and that he has the right to, and does hereby, grant to Cowles an exclusive option in an excerpt of not more than any 25,000 words therein as may be selected by the editors of LOOK Magazine, (the "final article"), upon the terms and with the protection hereinafter provided:

A. exclusive first publication rights to the final article in the English language for the United States (including its possessions and territories and Puerto Rico) and the Dominion of Canada. This includes the right to publish the final article in LOOK Magazine and to distribute those issues of LOOK Magazine in which the final article appears to all other countries and territories where LOOK Magazine is regularly distributed; and

B. exclusive first serial (i.e., prior to book publication) English language and foreign translation rights to the final article for all foreign newspapers, magazines and periodicals (i.e., other than the United States, its possessions and territories,

Puerto Rico and the Dominion of Canada), published throughout the world (subject only to the first publication rights in LOOK Magazine granted herein to Cowles). Said exclusive first serial rights shall respectively extend for a period of three months from the receipt by Cowles of the manuscript or until the actual date of publication of the manuscript in book form in each such foreign country under the imprint of a book publisher located therein, whichever is the later date. Cowles shall use its best efforts to syndicate the preliminary articles to newspapers, magazines and periodicals throughout the world.

7. Cowles shall have thirty days from its receipt of the manuscript to notify Author whether or not it shall exercise the option provided for in paragraph 6. Such notice shall be in writing addressed to Author's agent, and its timeliness shall be judged in accordance with the date of its postmark.

8. In consideration for the exclusive option granted in paragraph 6, Cowles will pay Author the sum of \$5,000, the receipt of which Author hereby acknowledges. Should Cowles exercise the option granted herein, then for the rights described in paragraphs 6A and 6B, it will pay Author the total sum of \$50,000 against which the \$5,000 option payment shall be credited. Additionally, Cowles will pay Author 40 percent of the gross proceeds derived by it from the sale to others of the rights granted in paragraph 6B.

9. Cowles will publish the final article in LOOK Magazine as soon as it reasonably can after receipt of the manuscript. The Editor of LOOK, in his sole discretion, may determine

to publish the final article in one or more installments, the latter to run consecutively. The Editor of LOOK will consult with Author concerning the selection of the material from the manuscript to be used in the final article. However, the former's judgment shall be final as to any editorial questions that may arise, including, but not limited to, content, titles, subtitles, captions and sell lines.

10. Any publication of the final article in LOOK Magazine will carry a copyright line in the name of the Author, and Cowles shall require all newspapers, magazines and periodicals purchasing any rights in the final article to publish the same copyright notice.

11. Author agrees that until a completion of the exercise of United States and foreign publication rights hereunder, or March 1, 1969, whichever is the earlier date, he will not reveal any of the details of the manuscript, preliminary or final articles, to any person, firm or corporation, including any local, state or Federal Government official. Moreover, he agrees, that during said period, he will not make any television or radio appearances, nor grant interviews to any member of the press or other media wherein he reveals any of the details of the manuscript, preliminary or final articles without the prior approval of the Editor of LOOK Magazine.

12. Cowles and its licensees hereunder shall have the unrestricted right at any and all times to advertise and generally promote any articles published pursuant to this agreement, both in advance of, and simultaneously with, such publication in any way they shall desire to best present such material, and to

use in connection with such advertising and promotion, and in connection with the offering of foreign publication rights in the articles hereunder, Author's name and/or by-line and picture, as well as extracts or selections from said articles. Additionally, Author agrees to make himself reasonably available to the Promotion Department of LOOK Magazine, both before and during the on-sale period of any articles hereunder, for interviews, and television and radio appearances to promote said articles.

13. Cowles will account to Author quarterly, commencing March 1, 1969, for any sales made pursuant to paragraphs 2B and 6B. Upon written request, but not more than twice annually, during normal business hours, Author shall have access to the books and records of Cowles relating to any transactions under paragraphs 2B and 6B.

14. All payments and notices due Author hereunder shall be made to him in care of his agent, Ned Brown, Inc., 315 South Beverley Drive, Beverley Hills, California.

15. The rights of the parties hereunder shall be interpreted according to the laws of the State of New York.

16. This agreement may not be changed, modified or amended without the consent of both parties in writing. Any

failure to so change, modify or amend this agreement shall not constitute a waiver of this provision with respect to any subsequent changes, modifications or amendments.

COWLES COMMUNICATIONS, INC.

By John J. Harty

ATTEST:

Francis J. Barry
ASST. Secretary

William Bradford Huie
William Bradford Huie

A G R E E M E N T

Contracts

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, R. G. Sneyd, or whatever other name he be known by, and Arthur J. Hanes, in consideration of the mutual covenants of the parties, do hereby agree and covenant as follows:

1. The said R. G. Sneyd, alias, does hereby assign, transfer and set over unto the said Arthur J. Hanes, his heirs and assigns, an ~~undivided 70% interest~~ *FEE OF \$20,000 PLUS CASE EXPENSES FOR GER. A. J. H.* in all his right, title and interest in and to money, rights and benefits which may accrue to him under and by virtue of an agreement entered into between the said R. G. Sneyd and *James Earl Ray*

INDEX

WILLIAM BRADFORD HUES ARTHUR J. HANES

executed on the 8 day of July, 1968. This shall be in addition to any money, rights or benefits which may accrue to the said Arthur J. Hanes independently under said agreement.

2. The said Arthur J. Hanes does hereby agree to act as exclusive agent and attorney for the said R. G. Sneyd in the handling of his affairs, contracts, negotiations, and sale of any and all rights to information or privacy which he may have in and to his life or particular events therein to persons, groups or corporations for the purpose of writing, publishing, filming or telecasting in any form whatever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of July, 1968.

R. G. Sneyd
James Earl Ray
Arthur J. Hanes

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SEARCHED.....INDEXED.....
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NOV 19 1968
FBI - MEMPHIS
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POWER OF ATTORNEY

INDEX

KNOW ALL MEN BY THESE PRESENTS: That I, R. G. Sneyd

James Earl Ray

of the United States of America, have made, constituted and appointed, and by these presents do make, constitute, and appoint Arthur J. Hanes of Birmingham, Jefferson County, Alabama, my true and lawful attorney for me and in my name, place and stead, and for my use and benefit, to ask, demand, sue for, recover, collect and receive all such sums of money, debts, dues, accounts, legacies, bequests, interests, dividends, annuities and demands whatsoever as are now, or shall hereafter become, due, owing, payable or belonging to me, and have, use and take all lawful ways and means in my name or otherwise for the recovery thereof, by attachments, arrests, distress or otherwise, and to compromise and agree for the same, and acquittances, or other sufficient discharges for the same, for me, and in my name, to make, seal and deliver; to bargain, contract, agree for, purchase and receive, and take lands, tenements, hereditaments and accept the seizin and possession of all lands and all deeds and other assurances, in the law therefor, and to lease, let, demise, bargain, sell, remise, release, convey, mortgage and hypothecate lands, tenements and hereditaments, upon such terms and conditions, and under such covenants, as he shall think fit. Also, to bargain and agree for, buy, sell, mortgage, hypothecate and in any and every way and manner deal in and with goods, wares, and merchandise, choses in action and other property in possession or in action, and to make, do, and transact all and every kind of business or what nature or kind soever, and also for me and in my name, and as my act and deed, to sign, seal, execute, deliver and acknowledge such deeds, leases and assignment of leases, covenants, indentures, agreements, mortgages, hypothecations, bottomries, charter-parties, bills of lading, bills, bonds, notes, receipts, evidences of debts, releases and satisfaction of mortgage, judgements and other debts, and such other instruments in writing of whatever kind and nature as may be necessary or proper in the premises.

44-1987-Sub-0-84

SEARCHED.....	INDEXED.....
SERIALIZED.....	FILED.....
NOV 19 1968	
FBI - MEMPHIS	

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Giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might and could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my said attorney, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of these presents.

Witness my hand this 5th day of July, 1968.

R. G. Sneyd (L.S.)
James Earl Ray

Witness:

M. Eugene
32 Westah Street
London W.C.2 England

MEMORANDUM OF AGREEMENT made this 7th day of October, 1968, between William Bradford Huie ("Author") and Cowles Communications, Inc. ("Cowles"). The parties hereto hereby agree as follows:

INDEX

1. Author has prepared and submitted to Cowles two magazine articles, approximately 8,000 words each, dealing with the life of James Earl Ray ("Ray") for the period starting shortly before his escape from a Missouri prison in 1967, up to and including the time that Ray arrived in Selma, Alabama (about March 22, 1968), several weeks prior to the assassination of Dr. Martin Luther King. Author warrants that the articles are based on original research by him, including interviews of Ray's attorney, Arthur L. Hanes, Sr., exchanges of questions and answers between Author and Ray submitted to Ray through his attorney, and certain diagrams and letters written and prepared by Ray, the publication of which Ray and his attorney have authorized and consented to. (Articles and research material described above shall be collectively referred to as the "preliminary articles.")

2. Author covenants and warrants that he owns exclusive newspaper, magazine and periodical rights in the preliminary articles, and that he has the right to, and does hereby, grant to Cowles, upon the terms and with the protection hereinafter provided:

A. exclusive first publication rights

therein in the English language for the United States (including its possessions and territories), Puerto Rico and the Dominion of Canada. This includes the right to publish the preliminary articles in LOOK Magazine and to distribute those issues of LOOK Magazine,

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44-1987-Sub-C-25

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NOV 19 1968	
FBI - MEMPHIS	

[Signature]

in which said articles appear, to all other countries and territories to which LOOK Magazine is regularly distributed; and

B. exclusive first serial (i.e., prior to book publication) English language and foreign translation rights therein for all foreign newspapers, magazines and periodicals (i.e., other than the United States, its possessions and territories, Puerto Rico and the Dominion of Canada), published throughout the world (subject only to the first publication rights granted herein to Cowles). Said exclusive first serial rights shall respectively extend from the date of the execution of this agreement up to and including February 26, 1969, or until the actual date of publication of the preliminary articles in book form in each such foreign country under the imprint of a book publisher located therein, whichever is the later date. Cowles shall use its best efforts to syndicate the preliminary articles to newspapers, magazines and periodicals throughout the world.

3. For the rights granted in paragraphs 2A and 2B, Cowles will pay Author the sum of \$25,000, the receipt of which he hereby acknowledges. Additionally, Cowles will pay Author 40 percent of the gross proceeds derived by it from the sale to others of the rights granted in paragraph 2B.

4. Cowles will publish the preliminary articles in the November 12th and November 26th issues of LOOK Magazine respectively. Each article will carry a copyright line in the name of the Author, and Cowles shall require all newspapers, magazines and periodicals purchasing any rights in the preliminary articles to publish the same copyright notice.

5. Author is currently preparing a manuscript which will detail the activities of Ray immediately following his March, 1968, arrival in Selma, Alabama, how, why and by whom Dr. Martin Luther King was assassinated, Ray's part in it, and his ultimate capture. Author will deliver the manuscript to the Editor of LOOK Magazine as promptly as possible after the conclusion of Ray's trail for the murder of Dr. Martin Luther King.

6. Author covenants and warrants that he owns exclusive first newspaper, magazine and periodical publication rights in the manuscript and that he has the right to, and does hereby, grant to Cowles an exclusive option in an excerpt of not more than any 25,000 words therein as may be selected by the editors of LOOK Magazine, (the "final article"), upon the terms and with the protection hereinafter provided:

A. exclusive first publication rights to the final article in the English language for the United States (including its possessions and territories and Puerto Rico) and the Dominion of Canada. This includes the right to publish the final article in LOOK Magazine and to distribute those issues of LOOK Magazine in which the final article appears to all other countries and territories where LOOK Magazine is regularly distributed; and

B. exclusive first serial (i.e., prior to book publication) English language and foreign translation rights to the final article for all foreign newspapers, magazines and periodicals (i.e., other than the United States, its possessions and territories,

Puerto Rico and the Dominion of Canada), published throughout the world (subject only to the first publication rights in LOOK Magazine granted herein to Cowles). Said exclusive first serial rights shall respectively extend for a period of three months from the receipt by Cowles of the manuscript or until the actual date of publication of the manuscript in book form in each such foreign country under the imprint of a book publisher located therein, whichever is the later date.. Cowles shall use its best efforts to syndicate the preliminary articles to newspapers, magazines and periodicals throughout the world.

7. Cowles shall have thirty days from its receipt of the manuscript to notify Author whether or not it shall exercise the option provided for in paragraph 6. Such notice shall be in writing addressed to Author's agent, and its timeliness shall be judged in accordance with the date of its postmark.

8. In consideration for the exclusive option granted in paragraph 6, Cowles will pay Author the sum of \$5,000, the receipt of which Author hereby acknowledges. Should Cowles exercise the option granted herein, then for the rights described in paragraphs 6A and 6B, it will pay Author the total sum of \$50,000 against which the \$5,000 option payment shall be credited. Additionally, Cowles will pay Author 40 percent of the gross proceeds derived by it from the sale to others of the rights granted in paragraph 6B.

9. Cowles will publish the final article in LOOK Magazine as soon as it reasonably can after receipt of the manuscript. The Editor of LOOK, in his sole discretion, may determine

to publish the final article in one or more installments, the latter to run consecutively. The Editor of LOOK will consult with Author concerning the selection of the material from the manuscript to be used in the final article. However, the former's judgment shall be final as to any editorial questions that may arise, including, but not limited to, content, titles, subtitles, captions and sell lines.

10. Any publication of the final article in LOOK Magazine will carry a copyright line in the name of the Author, and Cowles shall require all newspapers, magazines and periodicals purchasing any rights in the final article to publish the same copyright notice.

11. Author agrees that until a completion of the exercise of United States and foreign publication rights hereunder, or March 1, 1969, whichever is the earlier date, he will not reveal any of the details of the manuscript, preliminary or final articles, to any person, firm or corporation, including any local, state or Federal Government official. Moreover, he agrees, that during said period, he will not make any television or radio appearances, nor grant interviews to any member of the press or other media wherein he reveals any of the details of the manuscript, preliminary or final articles without the prior approval of the Editor of LOOK Magazine.

12. Cowles and its licensees hereunder shall have the unrestricted right at any and all times to advertise and generally promote any articles published pursuant to this agreement, both in advance of, and simultaneously with, such publication in any way they shall desire to best present such material, and to

use in connection with such advertising and promotion, and in connection with the offering of foreign publication rights in the articles hereunder, Author's name and/or by-line and picture, as well as extracts or selections from said articles. Additionally, Author agrees to make himself reasonably available to the Promotion Department of LOOK Magazine, both before and during the on-sale period of any articles hereunder, for interviews, and television and radio appearances to promote said articles.

13. Cowles will account to Author quarterly, commencing March 1, 1969, for any sales made pursuant to paragraphs 2B and 6B. Upon written request, but not more than twice annually, during normal business hours, Author shall have access to the books and records of Cowles relating to any transactions under paragraphs 2B and 6B.

14. All payments and notices due Author hereunder shall be made to him in care of his agent, Ned Brown, Inc., 315 South Beverley Drive, Beverley Hills, California.

15. The rights of the parties hereunder shall be interpreted according to the laws of the State of New York.

16. This agreement may not be changed, modified or amended without the consent of both parties in writing. Any

failure to so change, modify or amend this agreement shall not constitute a waiver of this provision with respect to any subsequent changes, modifications or amendments.

COWLES COMMUNICATIONS, INC.

By John J. Jandy

ATTEST:

Francis J. Barry
ASST. Secretary

William Bradford Huie
William Bradford Huie

11-21-68

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AM

TO: DIRECTOR, FBI (44-38861) ATTN: IDENTIFICATION DIVISION
FROM: SAC, MEMPHIS (44-1987) P
MURKIN

Attorney DON G. OWENS, Memphis, Tennessee, one of a group of advisors to Judge W. PRESTON BATTLE, advised this date that Latent Fingerprint Examiner GEORGE J. BONEBRAKE's appearance before Judge W. PRESTON BATTLE at Memphis, Tennessee, has been re-set for April 11, 1969.

3 BUREAU
1 MEMPHIS

JCH:BN
(4)

44-1987-Sub-C-86

[Handwritten initials and marks]
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IN THE CRIMINAL COURT OF SHELBY COUNTY, TENNESSEE
Division III

STATE OF TENNESSEE

VS.

NO. 16645, 16819

James Earl Ray
DEFENDANT

ORDER APPOINTING THE PUBLIC DEFENDER
OF SHELBY COUNTY TO REPRESENT DEFENDANT

Be it remembered that the Court has inquired of above defendant as to representation by counsel of own choice and employment, and the Court ascertained that the defendant is financially unable to employ counsel, and that it is incumbent upon the Court to appoint counsel to represent said defendant.

And the Court is, therefore, of the opinion that the Public Defender should be ordered to represent above named defendant.

IT IS ACCORDINGLY ORDERED, ADJUDGED AND DECREED that the public Defender be and is ordered, either personally or through his deputy, to represent defendant in above captioned cause.

Enter this 18th day of December, 1968.

W. Preston Battle
JUDGE
CRIMINAL COURT, Division III
SHELBY COUNTY, TENNESSEE

Hugh Stanton Sr
PUBLIC DEFENDER

44-1987-Sub-0-87

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SERIALIZED <i>ll</i>	FILED <i>ll</i>
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