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## Howard Hughes and Melvin Dummar: Forensic Science Fact Versus Film Fiction

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**REFERENCE:** Freese, P. L., "Howard Hughes and Melvin Dummar: Forensic Science Fact Versus Film Fiction," *Journal of Forensic Sciences*, JFSCA, Vol. 31, No. 1, Jan. 1986, pp. 342-359.

**ABSTRACT:** Publicity about the death of Howard Hughes and the search for his will stimulated the imaginations of many forgers. A purported will naming Melvin Dummar, a service station operator whose previous fame involved multiple appearances on game shows, became the feature attraction in forensic science as well as film presentations of the willful or unwillful ways of Howard Hughes. An award winning film depiction of Melvin Dummar's purported Good Samaritan association with Hughes and Melvin's loss of Cinderella status as a beneficiary of the so-called Mormon Will suggested strongly that Hughes had drafted a handwritten will and that Melvin was the victim of establishment bias. In this article, the forensic science record of a seven-month trial involving multiple, adaptive versions of Melvin Dummar's story and abundant proof of forgery is contrasted with the fanciful and sympathetic film portrayal of Melvin Dummar as a victim of a suppressive society.

**KEYWORDS:** plenary session, jurisprudence, questioned documents, Howard Hughes

On 5 April 1976 Howard R. Hughes, Jr., aged 70, died on a plane en route from Acapulco to a hospital in Houston, TX. Hughes had been comatose for 24 h or more. He weighed 42 kg (92 lbs).

According to media estimates, this emaciated human shambles left an estate in the range of \$2 to \$3 billion dollars. Hughes' human remains, as a depiction of the result of financial success, raised the philosophic question anew as to the relationship of riches to human happiness. However, the more mundane question was circulated by the mass media: Who would obtain control of Hughes' vast financial empire?

The Hughes empire included several Nevada casinos, thousands of acres of real estate in California, Nevada, Arizona, and elsewhere; the Hughes Helicopters Company eventually sold by his estate for \$470 000 000; and airplanes such as the "HK-1" (Spruce Goose) which for years Hughes stashed around the country and maintained at tremendous expense for the day when he would return to flying.

When Hughes died, he had no wife, no children, no brothers or sisters, and no living parents. Without a will, the Hughes empire would go to his closest relatives determined by heirship statutes. This brought into focus another complex legal problem: Which state would have jurisdiction to determine rights of inheritance? The laws specifying entitlement as well as inheritance tax liabilities varied. Their application depended on where Hughes was domiciled at the time of his death. Texas, California, and Nevada had conflicting claims as "home" states.

Presented at the Plenary Session, 37th Annual Meeting of the American Academy of Forensic Sciences, Las Vegas, NV, 12-16 Feb. 1985.

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The prospect that one or many relatives, by luck of the law, would inherit Hughes' large fortune further stimulated the daily outpourings of the national media.

For more than three weeks, television, radio, and newspapers pursued the questions of whether there was a will and where it might be found. Summa Corporation, Hughes' holding company, sent its executives and employees on a search through every likely bank or office depository, and directed them to interview attorneys, bankers, secretaries, and so forth across the nation and in the various foreign places where Hughes had lived. The California Superior Court authorized and directed the estate administrator to make an exhaustive will search. Advertisements requesting information about a possible will were published nationally.

Many Hughes documents containing testamentary statements were discovered. None was found that had the requisite signature or other formalities to qualify as a will. Fortunately, these evidentiary materials concerning Hughes' specific testamentary attitudes typically were not newsworthy and therefore not brought to the attention of aspirant forgers.

However, the possibility that Hughes made a holographic (completely handwritten) will was broadly publicized. Before 27 April 1976 in a news interview, Greg Bautzer, one of Hughes' many personal attorneys, suggested that somewhere there might be a holographic will. Bautzer informed the press that Hughes had asked for and received legal advice about the technical requirements of a holographic will. Bautzer's opinion was published in the *Ogden Standard Examiner*, a Utah newspaper with a special subscriber.

On 27 April 1976, following three weeks of mass publicity about the will search, officers of the Church of Jesus Christ of Latter Day Saints in Salt Lake City discovered a collection of written materials including what purported to be a will of Howard Hughes. These documents had been left by someone on a desk on the 25th floor of the office building. The collection included four significant items: (1) a holographic will document consisting of three pages with many dispositive provisions, (2) an envelope in the same handwriting directing that the will be delivered to the Clark County Clerk in Las Vegas, (3) a slip in strangely sloped handwriting stating the will had been found in 1972 near Joseph Smith's house, and (4) an outer envelope addressed to President Kimball of the Mormon Church also in the same strange handwriting.

The Church officials obtained a preliminary opinion from a questioned document examiner indicating that the will might be in Hughes' handwriting. On 29 April 1976, the church officials caused the document to be filed with the Las Vegas county court.

The attention of those most interested in the document's validity was riveted on an especially peculiar provision: one Melvin Dummar of Gabbs, NV, was designated a beneficiary of 1/16th of the estate. The news commentators immediately observed that this unknown Melvin Dummar was in line for a \$156 000 000 inheritance.

Now the media hounds were on a new trail of questions. Who was Melvin Dummar? Was he ever associated with Howard Hughes?

These questions eventually caused two stories to be given broad public attention. One version is "Melvin and Howard," a Hollywood production promoted with the rhetorical question: "A True Story?"

The other version is found in the forensic science record of preliminary proceedings and a seven-month trial that occurred in Las Vegas, NV from November of 1977 into June of 1978.

### **The Film**

The movie "Melvin and Howard," produced several years ago, received rather good ratings as well as screen awards. It is still occasionally shown on TV. In brief outline, "Melvin and Howard," as a movie, is an interesting story of the romance of the human spirit and the travail of the wage earner. It has sociological, even philosophic undercurrents of dramatic quality. But, insofar as the script has the calculated suggestion that this movie has documen-

tary substance, that it is an honest organization and portrayal of facts, the movie qualifies for the academy trashcan award.

The movie has three main segments. The first segment (about 5 min) depicts Hughes racing a motorcycle across the desert and taking a spill. He lies sprawling, badly bruised, and unconscious on the desert.

Along comes Melvin, driving a pickup truck on a lonely desert highway in the dark of night. Melvin is en route from Gabbs, NV, towards Los Angeles to deal with his estranged wife and visit his children. Melvin pulls off the highway to urinate. Melvin discovers Howard. Melvin takes Howard, who looks like an unshaven bum, into the cab of his pickup. Melvin has composed a song which he proceeds to sing. First by coaxing, then by threat, Melvin induces Hughes to join in singing Melvin's ballad entitled "Santa's Souped Up Sleigh."

As they drive along, Melvin relates his employment troubles. He explains that, as a milk truck driver, he had considered it better to work at an aircraft factory. However, McDonnell Douglas, Northrop, and Hughes had turned him down. When Melvin mentions the word "Hughes," Hughes suddenly looks alert. Hughes pointedly states: "I might have done something for you." When Melvin asks "Why?," he states "I am Howard Hughes."

Melvin and Howard seem to travel along for hours, obviously becoming more and more attracted to each other.

The capping scene is when Melvin drops Hughes off behind an undesignated casino. Hughes asks for money. Melvin gives him some change, indicating it is every penny he has. A glow of appreciation for Melvin's unselfishness lingers at length in Hughes' eyes. The eyes begin to glint. The audience can detect that under Hughes' flinty exterior, Melvin has struck oil. Hughes will remember Melvin.

The screen shifts to the Los Angeles area. The stage is set for the development of the philosophic and social themes of the film.

We soon know that Melvin is typical of millions of debt ridden, hardworking people. Moreover, Melvin is a likeable romantic but also a victim of his romantic nature. Thus, he induces his now-she-is, now-she-isn't wife Linda to compete in a TV talent show. After a tap dance exhibition and Linda's lucky selection of gates which open upon elaborate prizes, Linda wins a large sum of cash plus valuable household furnishings. She buys a home. Melvin buys a Cadillac and a motor launch. They quickly revert to financial stress. There is another marital separation.

He is also depicted as vulnerable to the exploitation of established power.

Despite being "Milkman of the Month," Melvin is being ripped off by his employer through different devices: charging him for breakdown of his delivery truck, exorbitant interest on monies advanced, and so forth.

When the closing episode arrives, the audience has empathy with Melvin's good nature, imagination, dreams, and the frustrations he experiences despite his diamond in the rough humanity.

Here, indeed, is a Cinderella—Melvin, left to poke around in the ashes of affluence, exploited by his less sensitive or more powerful brothers and sisters in society.

Indeed, what a Hollywood game prize it would be if by the largesse of \$156 million dollars, Hughes played fairy godmother to Melvin's Cinderella.

The movie also plays on a Biblical theme. Melvin is the good-natured, Good Samaritan type. In addition to having aided the wayside bum ("Hughes"), Melvin regularly takes on the full burden of care for the children when Linda abandons them during her personal adventures. Melvin is someone who would never forsake the burden of helping the hurt or abandoned.

When the film's third segment begins, Melvin has a new wife, Bonnie. They have a small gasoline station-home in Willard, UT. The TV news informs Melvin and Bonnie that Howard Hughes has died. Melvin reminds Bonnie of how he had picked up the man who called himself Hughes in the desert. Within hours, seemingly, a mysterious CIA-type figure is in

Melvin's gas station. He chats with Melvin about road directions and stalls around until Melvin goes out to pump some gas. The mystery man then leaves an envelope on Melvin's desk and quickly departs. Melvin finds and examines the envelope. He realizes it contains Hughes' will. Melvin goes to the Mormon Church office building in Salt Lake City. Without being noticed, he stuffs the will into an envelope on a desk, quickly writes a note on the new envelope, and leaves the office unobserved.

The vague inference of the remainder of the film is that this slightly clandestine delivery of the document was Melvin's big mistake; that he aroused suspicions by not being more open in producing the will and explaining how he had received it.

There follows a scene in the Nevada courtroom where several attorneys hostilely challenge Melvin and require him to swear on a Bible and before his God at the risk of eternal damnation that he is telling the truth.<sup>2</sup> The judge, without understandable provocation, lectures Melvin and expresses his own conviction that Melvin is lying. Melvin in his simple way and with innocent face explains that everything he is saying is the truth.

Melvin is assured afterwards by his friends and relatives that he has "won." But the harshness of the court experience has defeated him. Melvin chooses to give up, because the powerful legal resources of those opposing him would be pitted against him interminably and grind him down. In his own words, "no one would ever let Melvin Dummar have \$156 000 000." The movie fades out with a fantasy scene: Howard is again in Melvin's truck singing "Bye, Bye Blackbird."

Melvin's great and enduring reward is only the emotional satisfaction of knowing that for a few, brief shining moments, he had a special communion with Howard Hughes.

### **The Facts**

On 29 April 1976 the news came that a will had been filed with the county court in Las Vegas. Within hours, hundreds of media representatives were seeking to interview Melvin Dummar to determine why Melvin was named in this document, which soon became popularly known as the "Mormon Will."

From 29 April 1976 until the end of the year 1976, Melvin stuck to a basic story: He had no idea of how the will arrived at the Mormon Church headquarters; he had no previous knowledge of any kind that there was such a document. In repeated interviews on national TV and radio he insisted that his only connection was that he had picked up a bum on the desert who said he was Howard Hughes and that he had given this person some small change upon dropping him off behind the Sands Hotel.<sup>3</sup> He carefully generated the inference that Hughes, out of a sense of gratitude, had decided to remember Melvin in the will.

#### *Melvin on the Nevada Desert*

The will was dated 19 March 1968. In initial interviews with the press, Melvin reported that the relevant trip occurred in January of 1968. His timing shifted to the last week of December, 1967 when investigators visited his employer and confirmed that indeed Melvin had traveled on many occasions from Gabbs, NV to Los Angeles to see his children or seek reconciliation with his estranged wife. However, on the January trip he had been accompanied by other people. They were ready to testify that no one had been picked up.

A trip in the last week of December, 1967, which he had made alone, became Melvin's new and more plausible timing of his desert samaritan story.

#### *Was Hughes on the Nevada Desert?*

Focus shifted to whether Hughes would have been out of the Desert Inn. Hughes had relocated in Nevada on Thanksgiving Day of 1966 and remained at the Desert Inn until

<sup>2</sup>The audience is left unenlightened about Melvin's testimony.

<sup>3</sup>One of the casino-hotels known to be owned by Hughes.

Thanksgiving Day of 1970 when he was transported by private plane to the Britannia Beach Hotel in the Bahamas. The lawyers typically referred to this 1966 to 1970 residence as Hughes' "Desert Inn period."

Following severe financial entanglements with TWA in the 1950s, which eventually caused a nervous breakdown, and with growing drug addiction, by the early 1960s Hughes had become nearly absolutely reclusive. He had round-the-clock attendants stationed next to his sleeping area and guards outside his rooms to prevent any visitors. This style of seclusion crystallized and lasted until his death. He refused to see anyone except when absolutely necessary. With very rare exceptions, the only outsiders permitted to his presence were doctors, whose visits he had to endure.

Robert Maheu, who was in charge of the Hughes casino empire and related airline and real estate activities during the Desert Inn period of 1966 to 1970, never visited, or even met Hughes, this, despite Maheu's daily involvement in hundreds of transactions typically involving millions of dollars, and regular communications with Hughes about political, business, or personal concerns.

Maheu saw Hughes from a distance being transported from the train to the Desert Inn when Hughes arrived in Nevada in 1966. That was it. His extensive communications with Hughes were by telephone and memo.

Jean Peters, Hughes' wife through the period, never saw him. They were deeply, emotionally attached, but only talked by telephone. She tried to draw him out of seclusion, but Hughes only promised and procrastinated.

Hughes, his aides, and guards occupied the top floor of the Desert Inn (the penthouse). Only the aides, guards, and food servers, with special elevator keys, could get to the penthouse level. An aide had to be in attendance next to Hughes' room on a 24-h basis because Hughes had no regular sleep patterns and demanded immediate attention to his slightest personal or business concerns or impulses.

The aides, guards, food servers, and doctors uniformly testified that they knew of no occasion when Hughes left the Desert Inn penthouse except when he was taken to the Bahamas of his own free will in 1970. Moreover, considering the elaborate security controls and Hughes' intense involvement with acquisitions and other concerns, the possibility of him slipping out undetected was ruled out to a moral certainty.

The aides and "key men" (see Appendix) were named as beneficiaries of the "Mormon Will." They refused to dignify Dummar's story despite the obvious temptation to give it credibility.

For instance, there was no postal meter mark in the Desert Inn or in Las Vegas that could be correlated with the meter mark numbers on the will envelope.

If an aide, as a potential beneficiary, concocted a story of Hughes having been absent for several hours and that the aide had received the will from Hughes and placed a meter mark on it, perhaps a coherent and successful story supporting the will's emanation from Hughes could have been fabricated. Certainly, the aides had the specific information needed to compose a credible forgery.

Moreover, Robert Maheu and Hughes' tax attorneys, supported by an abundance of records, demonstrated that throughout the last week of December 1967 (the down-dated version of Melvin's trip), Hughes was completely engrossed with year end tax concerns and was calling Maheu off and on around the clock in his desperate efforts to complete transactions before the new tax year.

#### *Other Unfilmed Stories by Melvin Dummar*

During the period from 29 April 1976, the date of Melvin's initial interviews, until 7 Dec. 1976, Melvin was interviewed by a raft of television and radio newsmen and interview specialists. Chuck Henry, of ABC Channel 7 in Los Angeles, and Jack Anderson, the political

columnist who had a TV program in Washington, DC, broadcast extensive interviews. Ella Stumbo of the *L.A. Times* spent a weekend with Melvin and Bonnie at their home to gather material for a feature article about Melvin and his potential Cinderella fortune.

In later court proceedings, Melvin, whenever confronted with a lie, would typically respond that he lied because he was shocked, or afraid, or somehow in a disturbed emotional state because of circumstances or perhaps the overpowering presence of attorneys, and so forth. However, most of these media interviews were conducted in a relaxed atmosphere such as Melvin's home. Melvin freely traveled thousands of miles to express his first story which was an emphatic, absolute denial of any knowledge of the will or of contact at all with any of the documentary materials.

While Melvin was enjoying his celebrity status, fingerprint evidence was obtained which would take the glow out of his credibility.

The outer envelope, in which as was later proven the alleged will had been placed by Melvin, had remained at the Mormon Church headquarters. With cooperation of the Church officials, this outer envelope had been sent to the FBI for fingerprint analysis. The FBI tests determined that Melvin Dummar's fingerprint was on the outer envelope.

Melvin, in April 1976, was a night student at Weber State College. The book *Hoax*,<sup>4</sup> in the Weber State College library, also had Melvin's thumbprint on it. Moreover, handwriting analysis indicated strongly that the writing on the outer envelope and the interior slip was Melvin's disguised handwriting.

The first examination of Melvin under oath, began on 7 Dec. 1976. In this deposition proceeding, Melvin persisted in his clear blue-eyed, calm, and somewhat prepossessing manner to deny flatly, as he previously had denied, any connection whatsoever with the documents or the delivery of them. After many, many sworn denials involving the same questions, stated in different ways to avoid any claim of ambiguity or uncertainty, he was informed by counsel that the will contestants had fingerprint evidence, and evidence of his disguised handwriting, to connect him with the documents and the delivery of them to the Mormon Church office building. He was warned that he was in jeopardy of a perjury prosecution if he persisted in his denials. Melvin stood pat.

In the following weeks of December 1976, the fact that FBI fingerprint evidence was available was confirmed by Melvin's counsel. For several weeks Melvin and his personal attorney strongly suggested that Summa Corporation, with its alleged, great technological abilities, had framed Melvin by placing a thumbprint on the outer envelope. The personal attorney for Melvin Dummar went on the radio to make an impassioned appeal for help to prevent the great injustice that was in prospect, that is, the prospect that Melvin would be discredited by the fraudulent artifice of a transplanted thumbprint. Melvin sang the same song of conspiratorial affliction.<sup>5</sup>

<sup>4</sup>This narrative, with a large pictorial section about Hughes, is concerned with the Clifford Irving forgeries. The will contestants regarded this book as a probable source of handwriting exemplars and other resource material for a will forgery. See further correlation at the *Hoax* and *Life Magazine* Models section.

<sup>5</sup>The following excerpt is taken from one of the tape recordings played during the trial. The interviewer asks Melvin about the fingerprint investigation:

Mr. Dummar: "I don't really know what is going on, just what I read in the newspapers or hear on the news.

I think that someone is just trying to keep the Hughes organization together and they will do anything in their power to keep it that way."

Interviewer: "Do you have any idea how the 'Mormon Will' got into the church office building?"

Mr. Dummar: "No, I don't. I wish that whoever did deliver it to the church office building, I wish they would come forward and tell the circumstances surrounding it. I think that would clear up a lot of this mess.

I don't know how it got there. I didn't have anything to do with it, but I certainly do wish that whoever did deliver it would come forward and just tell the circumstances surrounding it."

The feasibility of transplanting fingerprints was extensively analyzed by experts. The will contestants were assured it would require a very special, highly artistic sculpturing of a model, but in any event, under the known circumstances, Melvin's fingerprint transplant theory could not hold any water. It was evident also that the will proponent and Melvin's attorneys were getting the same inputs.

Finally, in mid January of 1977, several weeks after the disclosure of the fingerprint evidence, the will proponent made arrangements, over strenuous objection, to have Melvin appear in Las Vegas for a special examination in the presence of the court. There was no precedent for this type of proceeding. Being fully convinced that Melvin was a completely uninhibited liar, the contestants of the will believed that the only purpose the hearing would serve would be to determine if Melvin could hold fast to a new and different story that might require the case to go to a jury. This apprehension was prophetic.

For approximately three days Melvin was examined. By this time he had tested three additional stories.

### *The New Versions*

It was revealed from press statements confirmed under oath in this extraordinary proceeding that Melvin's first revised version was that in *March of 1968* (the month of the purported will) he had gone to Las Vegas to try to bring back his runaway wife Linda who had become a change girl at the California Club in Las Vegas. While in Las Vegas looking for Linda, some mysterious courier had given him the will.

Melvin evidently forgot that on the slip which accompanied the will, he had written, albeit in disguised handwriting, that the will had been found *in 1972* near Joseph F. Smith's house.

The will proponent rejected the 1968 story with its encumbering contradictions.

So, in a "would you believe" routine, Melvin fabricated a third version. He now told the will proponent that he had received the will on 27 April 1976. The courier was a stranger in a blue Mercedes. This strange person in the blue Mercedes followed him into Salt Lake City bumper-to-bumper. This courier had given Melvin eight to ten pages of written instructions which evidently included the instructions to take the will to the Mormon Church headquarters. When asked to see the written instructions, Melvin said that he had burned them.

The will proponent would not buy this story either so Melvin tried again.

When Melvin came to Las Vegas for the special hearing, so briefly depicted in the movie, he had finally settled on a much simpler and vague version. Some unknown person came to the gas station and sort of followed him around, asked a few questions, gave him the document, and then left. As might be expected, the vague description of this mystery man as given by Melvin could fit a few million men. Publicly capitulating to the fingerprint evidence, he admitted that it was he who placed the documents in the Salt Lake City Mormon office. It was he who wrote the address on the outer envelope and interior slip. He "disclaimed" the many lies under oath made in the deposition proceedings, justifying his lies by "fear" that people would not believe the truth.

It was this scaled down, low profile, fourth version that he affirmed as being the absolute truth before his God. The movie court scene is accurate in that the proponent of the will dramatically placed a Bible before Melvin and asked that he swear on the Bible that this last version was true. It came as no surprise that Melvin would continue to lie to God.

The will proponent was willing to offer this version to the jury.

### *The Forsythe Story*

Within a week or two of the Las Vegas interrogation, another fanciful, flagpole sitter responded to the publicity, namely, LeVane Forsythe of Anchorage, AK.

LeVane Forsythe had been accused of fraud and forgery in Los Angeles based on charges of taking money from a retarded children's thrift store association. He had not been convicted but his activities in the "Mormon Will" case demonstrated that he and Melvin were fabricators cut from the same fabric.

Throughout the three days of early 1977 when Melvin was being examined and thereafter, the press, radio, and TV extensively reported the circus court proceedings surrounding Melvin's latest tale. The Alaska newspapers, where LeVane Forsythe then resided, also reported Melvin's new story of a mystery courier. In February 1977, LeVane Forsythe notified Melvin's attorneys that it was he, as Hughes' confidential agent, who delivered the will to Melvin.

Who was Forsythe? Did he have any relationship or communications with Hughes?

The Forsythe story essentially was that while Hughes was in the Bayshore Hotel in Vancouver, Canada in 1972,<sup>6</sup> LeVane had been summoned to visit Hughes. No one else was present. He walked in without impediment,<sup>7</sup> visited with Hughes, and left Hughes, entrusted with several envelopes.

For several years Forsythe kept the envelopes in various places in his home. In early January of 1976 he received telephone instructions to make the delivery to Melvin's gas station.<sup>8</sup> He claimed he delivered it on 27 April 1976, which jibed with Melvin's latest version.

#### *Forsythe and the Hughes Connection*

Forsythe already had a curious record as a sensational "witness." This super confidential agent protected his cover in mysterious ways, for example, by making great efforts to appear on a court witness stand.

On Thanksgiving Day, 1970, Hughes left the Desert Inn without notice to Robert Maheu. A major power conflict immediately arose between Robert Maheu on the one hand and Chester Davis and Frank Gay on the other concerning the control of the Nevada empire. Hank Greenspun's *Las Vegas Sun* suggested that Hughes had been kidnapped. Other newspapers repeated this suggestion. Maheu contended he was still entitled to control the empire. The possibility that Hughes had been kidnapped was consistent with Maheu's beliefs.

In the ensuing legal battle for control of the empire, Forsythe appeared as a surprise "witness."

In his 1970 staged appearance, Forsythe claimed that he had been summoned to the Las Vegas area by a Hughes aide to be a parking lot guard and had witnessed what appeared to be the kidnapping of someone described by him to fit Hughes in appearance. This kidnapping victim called out "Get me Maheu." Despite extensive cross-examination, Forsythe made no claim of knowing Hughes as a courier, or otherwise. Moreover, despite an alleged, extensive meeting with one of the aides, he could not make an identification of the named aide ("Crawford") who was present at the courtroom.<sup>9</sup> Based on a raft of impeaching facts, his testimony was ruled to be "fantasy" by the trial judge.

The sudden reemergence of LeVane Forsythe in February of 1977, after nine months of

<sup>6</sup>By February of 1977 the fact that Hughes was at the Bayshore Hotel in 1972 was published in many biographical articles and books.

<sup>7</sup>At the Bayshore Hotel, Hughes had the same type of seclusive protective arrangements as he maintained at the Desert Inn, for example, he stayed on a floor that could not be reached without an elevator key or assistance by his aides. There were security guards and monitoring screens to control access. Ironically, the proponent of the will, who offered Forsythe as a witness, had tried to serve process on Hughes as an attorney for Noah Dietrich in 1972. The will proponent had described in a detailed sworn statement his diligent but fruitless efforts to penetrate Hughes' personal security arrangements.

<sup>8</sup>As might be expected, this telephone messenger named as "Dan Harper" was unknown within the Hughes organization and remained unknown except as Forsythe's purported liaison with Hughes.

<sup>9</sup>Roy Crawford was an aide who would be hard to forget because of his diminutive size and exceptionally neat appearance. Crawford, of course, denied Forsythe's tale.



media hoopla about the "Mormon Will," as a belated witness to Melvin's latest story, was now, more than six years after his first "fantasy," based on his purport that for years he had been a secret courier. He claimed that since 1946 or 1947 he had been a confidential agent assigned by Hughes to deliver envelopes or packages to political figures. This posturing dovetailed with publicity that Hughes made contributions to politicians. (However, the only politicians supposedly receiving deliveries from Forsythe had the common, nonwitness status of being dead.)

The will proponent persuaded Forsythe to come to Las Vegas for a preliminary interrogation, again in the presence of the judge.

Forsythe appeared and was examined by the will proponent. Forsythe avoided cross-examination by flying back to Alaska. But he had made the mistake of producing airline tickets, and a car rental record which showed he was in San Francisco during the time of the alleged delivery in Utah.

Forsythe also produced a month at a glance desk calendar showing certain notations in his handwriting which supposedly corroborated his claim that he had received telephonic instructions in January of 1976 as to when and how to deliver the will. In apparent substantiation of his alleged visit to Willard, UT, the calendar listed a flight schedule indicating a flight from Alaska to San Francisco and handprinted notes referring to completion of a "will" delivery to Melvin in late April, 1976.

Investigation of Forsythe's calendar and its notations of flight schedule information proved that, indeed, the schedule was accurate in *February of 1977*, the month when he emerged to support Melvin's story. But, Forsythe, like Melvin, was sloppy in his fabrication backup efforts. Fortunately, the flight schedule of April 1976, which he obviously failed to check, was quite different.

Forsythe's deposition was taken in Alaska in April of 1977. It spanned several days. To give you an image of this witness, consider the "I-don't-remember" answer in court which, of course, is often accurate. But when one asks a person if he remembers how his arm was cut off and the witness pauses for 10 s and says, "I don't recall," or if the witness is asked if he killed his mother with a butcher knife and he ponders the question at length and finally says "no," there is a question of veracity involving a selective, and protective, memory. In any event, this was the typical cross-examination experience to the point that when the trial judge eventually heard Forsythe's testimony he likened it to trying to nail Jello to a wall.

In San Francisco, Forsythe had a regular commercial rental car. He claimed he drove to and from the San Francisco airport to make a side trip to Utah. However, the San Francisco rental car mileage record did not reflect enough mileage to show a special trip to and from his downtown hotel to the San Francisco airport. He adjusted his testimony to this contradictory record by claiming that he took a taxi to and from a remote parking lot where he had parked the rental car.

In Salt Lake City he hired a driver with a car. Both the driver and car were vaguely and ambiguously described. As might be expected, he allegedly paid this driver in cash. No record such as an airline ticket, credit card record (he had many cards), parking ticket, or whatever supported his claimed side trip to Utah.

To give plausibility to his undocumented relationship with Hughes, he claimed his Uncle Claude had been a security employee of Hughes when Hughes traveled by train from Boston to Las Vegas in 1966. At the trial, a death certificate documented that Uncle Claude had died in 1961.

Forsythe, after his deposition in Alaska, evidently decided it would be prudent to remain in Alaska, for he did not appear to testify at the trial. Instead, the will proponent had a distinguished looking attorney crisply read various deposition answers. However, contestants' opposing presentation of tape-recorded answers with the many evasions, long silences, and hundreds of "I don't recall's" gave the jury a more accurate impression of Forsythe's veracity, or lack thereof.

*Melvin's Story and Hughes' Handwriting*

At trial, the will proponent was burdened by the fact that the two central supporters of the will, Melvin and LeVane had obviously fabricated evidence and were guilty of multiple contradictions under oath.

Nevertheless, the will proponent reasoned that the central event depicted later in the film, that is, Melvin's Good Samaritan story, might be accepted by the jury notwithstanding the lies of Melvin and LeVane, if the jurors were persuaded that the document was in Hughes' handwriting. If the will were in Hughes' handwriting, it would follow that Melvin must have told the truth in the central particular, that is, about his assistance to Hughes. Otherwise there would be no rational basis for the reference in the will to Melvin's name and Melvin's 1968 Gabbs, NV location. (The contestants, logically proposed the obverse inference, that is, if Melvin had never met Hughes, the will must be a concoction for there was no other association or explanation for such a testamentary gift.)

The jury, but not the filmgoer, had the evidentiary benefit of seeing the crude documents and hearing the forgery analyses presented by outstanding questioned document examiners. The will contestants offered as expert witnesses John Harris of Los Angeles, Donald Doud of Milwaukee, WI, and Lyndal Shaneyfelt of Alexandria, VA. Each meticulously displayed and explained hundreds of discrepancies and signs that the words of the will were composed by someone copying letter forms from a Hughes handwriting model that was incomplete.<sup>10</sup>

Their testimony, as indeed the trial, should not have been necessary. Early on, certain universities named in the will engaged their own experts to determine whether the "Mormon Will" was in Hughes' handwriting. Lucile Lacy of Houston, TX and Sherwood Morrill of Sacramento, CA reported that Melvin's story could not be true. In their firm opinion the will was a forgery.

The jury heard the opinions and supporting reasons given in the depositions of Lucile Lacy and Sherwood Morrill. However, under the rules of evidence, the jury could not hear the depositions of other highly regarded American questioned documents examiners. The opinions of the foremost American experts, including several who might be biased in favor of trying to find that the will was not a forgery, did not discourage the will proponent. Jan Beck, Ordway Hilton, and Lon Thomas, among others, were asked by the proponent to analyze the will document. By their opinions of forgery, they also had negated the notion that Melvin met Hughes on the Nevada desert.

Moreover, long before the trial, James Lile, an FBI document expert, filed a report that the will was a forgery.

Failing to find a favorable opinion among the highly respected experts in the United States, the will proponent and his joint venturers scoured Europe for contrary opinions. At the trial they produced two French speaking analysts and a native of the Netherlands, who, according to a book later written by the will proponent, had the unhappy distinction of having been sentenced to 15 years in jail by the Dutch government as a Nazi collaborator.

At the trial the only document examiner from the United States supporting Dummer's story was Ann Hooten of Minnesota.<sup>11</sup>

<sup>10</sup>The most likely model was the "Chester and Bill" memo, published incompletely in the book *Hoax* and the 22 January 1971 issue of *Life Magazine*. Certain capital letters were missing in this model. The forger had to guess and obviously made poor guesses about Hughes' style of the missing capital letters.

<sup>11</sup>Ann Hooten was a rug designer, before 1954. From 1954 to 1958 she was involved with graphology (Tr. 7834). She never applied for membership in the American Society of Questioned Document Examiners because she regarded it as "childish. . . ." They "go around saluting people in order to obtain a membership" (Tr. 8087).

She had given an opinion to the Nevada Gaming Commission that a Minnesota resident's casino "markers" (IOUs) had been forged. The Commission rejected her opinion based on the findings of other experts (Tr. 8213-14).

In a forgery case in Minnesota, Hooten was engaged to examine a stolen payroll check. She gave an

Ann Hooten and the foreign handwriting witnesses pointed to similarities in Hughes' handwriting and stressed obvious resemblances which are to be expected in simulated writing. With the abundance of exemplar material available, they often could find somewhere a misshapen letter or patching of a letter form by Hughes to match, arguably, the mess of odd forms and evidence of contrivance in the "Mormon Will." Thus, they projected rare anomalies in Hughes' typically excellent writing as being representative or characteristic of poor spelling, poor grammar, poor capitalization, and crude writing style.

### *The Hoax and Life Magazine Models and the Dummar Connection*

The contestants' experts, however, had more than multitudinous forgery signs as a sound predicate for their opinions of forgery. By clear and convincing evidence they demonstrated that the similarities matched the late 1970 handwriting of Hughes as displayed in the book *Hoax and Life Magazine*.<sup>12</sup>

Melvin and Howard had one thing in common; they both had romantic dreams. But when Hughes arrived in Nevada on Thanksgiving Day 1966 he had \$546 000 000 in cash from the sale of his TWA stock to pursue his fancies.

At the Desert Inn, he initially was a hotel guest, with his entourage. When threatened with eviction he bought the place.

In typical fashion, having become involved with hotel and casino operations, he decided to achieve the distinction of being the largest and most prominent hotel-casino owner in the world. He started a casino empire. He acquired several strip casinos and had plans for many

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opinion that the payroll endorsement was genuine. Later, two juveniles confessed that they forged the endorsement (Tr. 8074).

Through discovery proceedings, the contestants determined that Ann Hooten wrote a paper for a correspondence course she was taking from Empire State University in Saratoga Springs, NY, in which she asserted and in great detail, supported the proposition that the "Mormon Will" was a forgery written by Melvin Dummar "alone or with assistance" (Contestants' Ex. 228, "Mormon Will" trial).

In the "Mormon Will" trial, Hooten's criticism of Hughes' spelling ability tended to prove that she had no right to be a critic based on her spelling ability (Tr. 8082-83).

While she purported to accept the principle that consistent dissimilarities between known handwriting and questioned writing are earmarks of a forgery, she evaded observations of unreconcilable, consistent gross dissimilarities by her personal oxymoronic doctrine of "consistent inconsistencies."

An interesting example of Ann Hooten's analysis underlying her professional judgment concerns Forsythe and his "supporting" materials. In February 1977, Forsythe had produced an "outer envelope" as the claimed residue of materials allegedly given him by Hughes. On this large brown envelope were written the words "deliver this one" which Forsythe claimed were on the envelope when it was received from Hughes in 1972. The letter forms and words closely resembled the words on the inner envelope that contained the "Mormon Will." In a later book, the will proponent has admitted that he gave photos of the will and inner envelope to Forsythe *before* Forsythe produced this "evidence" of a Forsythe-Hughes connection. During the trial, Hooten expressed the opinion that it was Hughes' handwriting. She also stated her conviction that "deliver this one" was not written by Forsythe. She based her opinion on a small collection of *printing* by Forsythe on the bogus page of his calendar and two photographs of his hand *printing* on a printed card! (Tr. 8057).

<sup>12</sup>Many other dating efforts were investigated without producing any clear or convincing evidence. When compared with the many 1968 memos, the margin lines on the yellow pad paper of the "Mormon Will" were peculiar, but efforts to locate the manufacturers for possible dating were unsuccessful. The document had been immersed in some solution and after the fingerprint testing a paper and ink analysis was considered valueless. Before the fingerprinting testing, ink samples had been taken and an ink analysis begun by the Bureau of Alcohol, Tobacco and Firearms. However, the tests were not replicated and could not be replicated after the fingerprint testing. The Bureau expressed an opinion that the ink was from a Paper Mate® pen. Investigation after the fingerprint testing about dyes led to a conflict of experts as to whether any dye could be identified that was only in use during the period before 1972. The one finding that was not challenged was that Melvin's pen, used to write the outer envelope and inner slip, had the same class of ink as the will and inner envelope.

more. Eventually, his monopolization of the casino industry would be thwarted by the Anti-trust Division of the U.S. Justice Department.

In his dreaming about a Las Vegas empire, he planned the creation of a world airport with a network of connecting airlines, including a helicopter service in Los Angeles to connect with flights to his casinos. He acquired vast amounts of real estate along the Strip and around the McCarran Airport, anticipating that his other promotional investments would enhance land values within the airport areas. By early 1968, at the time that the will purportedly was written, Hughes was generating a stream of memos concerning these business concerns as well as related political and personal concerns such as his phobic opposition to atomic energy testing in Nevada and abhorrence of the Lake Mead water quality.

Accordingly, there were hundreds of pages of exemplars for comparison with the questioned document. More cogently, the contestants' experts could clearly show that the "Mormon Will" did not resemble Hughes' 1968 handwriting. It did resemble later writing.

Jack Harris<sup>13</sup> in the Maheu litigation<sup>14</sup> and from other prior experience with Hughes' handwriting had detected that from early 1968 to late 1970, there were distinct changes in Hughes' writing characteristics. As many people apparently do as they grow older, Hughes began to print rather than write certain letters. Moreover, his letter spacing became more pronounced. Letter forms were less precise, reflecting a deterioration of his motor control. Significant changes in his writing characteristics began to appear clearly in 1969, and by late 1970 many changes had jelled as new characteristics.

It was this changed, late 1970 handwriting that was broadly publicized in photographic duplications. As a result of Hughes leaving the United States on Thanksgiving Day 1970 and remaining incommunicado, there were two significant developments that led to extensive publication of information about Hughes and his handwriting. The first incident was the litigation about the question of authority: Was Maheu still in charge of the empire in Las Vegas, or had the entire operation been turned over to Chester Davis and Bill Gay?<sup>15</sup> To resolve this question, Hughes was requested to provide a written statement to equip Chester Davis and Bill Gay with credentials of authority. The result was a rather famous memo entitled the "Chester and Bill" memo which was approximately three full pages in length.

*Life Magazine* in early 1971 published a color photograph of most of this memo on two full magazine pages.

The second development was Clifford Irving's belief that he could exploit Hughes' incommunicado attitude by posing as an authorized biographer of Hughes' life. Irving forged several letters, purportedly written by Hughes. The book *Hoax* described Irving's forgery and how it was proven. *Hoax* contained a truncated pictorial display of the "Chester and Bill" memo and conveyed the encouraging thought that, but for Hughes' being alive and able to make a public radio repudiation of Irving, the forgery might have been successful. With Hughes dead, another effort might be successful.

The library of Weber State College near Ogden, UT included the book *Hoax* and the *Life Magazine* issue of January, 1971.

As mentioned above, in addition to finding Melvin's thumbprint on the outer envelope, the FBI found Melvin's thumbprint on the college's volume of *Hoax*. Moreover, someone evidently used a sharp instrument, such as a razor blade, to remove the center collection of biographically related pictures and handwriting of Hughes. This pictorial cluster included commentaries about Jean Peters, Noah Dietrich, the Spruce Goose, as well as specimens of

<sup>13</sup>Expert witness in the "Mormon Will" trial who expressed the view from the outset that the document was a "rank forgery."

<sup>14</sup>Robert Maheu sued Hughes for slander. In his 7 Jan. 1972 telephone-radio press conference, Hughes accused both Dietrich and Maheu of misconduct in their administration of his affairs. Maheu obtained a sizeable verdict and, after appellate proceedings and the death of Hughes, settled the case.

<sup>15</sup>See discussion re Forsythe in the Forsythe and the Hughes Connection section.

Hughes' 1970 to 1971 handwritings. *Hoax* also cross-referenced the *Life Magazine* article containing the color pictures indicating the type of paper that Hughes used, namely, legal pads.<sup>16</sup>

The book *Bashful Billionaire* was also an ample source of information for anyone trying to compose a plausible list of likely will beneficiaries. Melvin admitted that he had both *Hoax* and *Bashful Billionaire* in his hands. However, he claimed that he was excited and that, although he riffled through them, he really did not study the books. Nevertheless, the jury was allowed to consider that *Bashful Billionaire* was a probable source of many of the names and associations used for the composition of the will contents.

Moreover, *Bashful Billionaire* was suggestive of how one might pretend to have encountered Hughes. A mistaken-for-a-bum incident is related in *Bashful Billionaire*. Many years before, when Hughes was nonreclusive, he sometimes would suddenly take off and fly about the country. The book relates that he frequently would appear in some city and be mistaken for a bum by hotel clerks or police because of his unkempt clothes and need for a shave. One policeman reportedly responded to Hughes' self-identification with the retort: "Yeah, I'm Joseph Stalin." This was Melvin's purported reaction when the bum in his pick up said he was Hughes. *Bashful Billionaire* relates also that Hughes in those days would frequently not have money with him and that, for instance, he would borrow a dime to make a phone call.

#### *Was Melvin Howard's Ghost Writer?*

The issue of the "Mormon Will" case was, simply, whether the document was handwritten by Howard R. Hughes, Jr. If not, it was a forgery. The identity of the forger was not a matter for specific adjudication.

Accordingly, whether Melvin Dummar was implicated in forging the document was not decided. However, as the will proponent recognized, if it was a forgery, Melvin had to be implicated. To mute the inference that Melvin might have authored the document, in his opening statement to the jury the will proponent argued that Melvin Dummar was naive and stupid, suggesting very strongly that Melvin would be incapable of composing such a long and arguably sophisticated document as represented by the "Mormon Will." (He was not inclined to assert that Melvin's capacity for public falsehood was subnormal.)

Indeed, Melvin's school records did not show him to be very intellectual. He appeared to have significant weaknesses in biology and scientific matters. However, as one lawyer put it: "Melvin is country smart."

His background showed he had a flair for drama<sup>17</sup> and ballad composition.<sup>18</sup> His crude talent at designing and organizing ballads and other romantic materials was quite notable and engrossed a considerable amount of his free time.

He certainly became an expert in the ways and means of getting on game shows. He admitted appearing on "Let's Make a Deal" four times. He used another's name and signed a false certificate to avoid the restriction on repeated appearances. He also managed to get on "The New Price Is Right" and "Hollywood Squares." Melvin spent great amounts of time preparing elaborate and bizarre costumes for the purposes of persuading game show representatives to select him or select someone within his family as game show contestants. It was evident that Melvin had at least a rough talent for imaginative organization of materials and could be painstaking in his efforts.

<sup>16</sup>In one memo of 1971, Hughes described to an aide his ideas about how a holographic will should be written; that is, that it should be on plain white paper without any lines. Indeed, in 1939 he had prepared a codicil on plain white paper. The point is that a forger looking at the *Life Magazine* pictures might well mistakenly surmise that Hughes would write his will on a lined yellow pad a la the style of his memos.

<sup>17</sup>One of Melvin's significant roles in his earlier years was in the play "You Can't Take It With You."

<sup>18</sup>Among his compositions of many stanzas was "A Dream Can Become a Reality."

Melvin's game show experience also demonstrated that he was not thin-skinned about public exposure or about appearing to be a buffoon.

Melvin also had the courtroom experience of being tried on a forgery charge without adverse results.<sup>19</sup>

To one not experienced in forged wills or other forgeries, a three-page handwritten composition might seem too difficult to be attempted. If handwriting models such as were provided by *Hoax* and *Life Magazine* were not available, this proposition might have created a respectable argument for validity. But with photographic models of Hughes' letter forms, the copying and composition of words was perhaps a tedious task but one that could be done by grade school students. Time more than talent was needed for this project.<sup>20</sup>

However, the unsophisticated person would not realize that the drawn, that is, painstaking effort to replicate another's handwriting will be detectable by forgery experts. The tell-tale signs of unnatural pen lifts, letter patching, blunt endings, and so forth will betray the artificiality. The greater the volume of copying, the more likely are the signs of a drawn, simulated forgery.<sup>21</sup>

Just as the copying was unsophisticated, the literary contents of the document were unsophisticated. The forger obviously had superficial impressions of Hughes' attitudes and probable testamentary intentions. The many beneficiary designations betrayed a lack of understanding concerning the character of Hughes and the status of his close personal relationships in 1968.

*Noah Dietrich as Hughes' Executor*—The popular literature, including news stories in April of 1976 and *Hoax* amply reported Noah Dietrich's long-term association with Hughes and his claims that he had been responsible for Hughes' success. An unsophisticated forger might well conclude that Hughes would reward Dietrich by giving him, postdeath, control of the Hughes' empire.

However, according to those who had sophistication about the Hughes mentality, in 1968 Dietrich was still anathema to Hughes. Following their separation in 1957, Dietrich sued Hughes and made allegation calculated to wound Hughes' sensitive vanity. Dietrich compounded this insult by exploiting Hughes' phobia about public appearances, especially court appearances, to exact a settlement.

*Omission of Maheu*—In 1968 Robert Maheu, not Dietrich, was Hughes' confidant and general manager. Maheu is not named in the will.

*"Jean Peters" as a Beneficiary*—The "Mormon Will" designated Jean Peters, together with Ella Rice, as beneficiaries collectively of "one-sixteenth" of the estate. By April of 1976, it was generally reported that Jean Peters had been married to Hughes. *Hoax* also showed her and Ella Rice as former wives. The Mormon will beneficiary designation and its relatively insignificant amount suggests that through inadequate research the forger considered Jean Peters as an exwife in 1968.

However, in March of 1968 Jean Peters and Hughes were married and very devoted to each other. Despite Hughes' refusal to come out of seclusion to establish a normal marital residence, according to her testimony, which was well supported, Howard and Jean talked on nearly a daily basis by telephone throughout the Desert Inn period.

They were divorced in 1971. But certainly, as reflected by many of his memos, Jean was one person in 1968 for whom Hughes had genuine feelings of affection and solicitude.

<sup>19</sup>In 1968, Melvin was charged with forging an endorsement on a payroll check. The jury could not reach a verdict. Rather than direct a new trial, the judge dismissed the charge.

<sup>20</sup>Melvin had time. There was a full three-week period of publicity after Hughes' death. The last two weeks were concerned especially with the evocative suggestion that a holographic will might show up somewhere. His cash register tapes, admitted into evidence, showed that in April of 1976 his gasoline station had a low volume of activity. His landlady also testified to this effect.

<sup>21</sup>These signs of forgery were displayed by red arrow designations on a large blowup of the "Mormon Will" made by Lucile Lacy (the expert hired by the University of Texas et al). The will document looked like it had a bad case of the measles.

The will's appellation "Jean Peters," without reference to her status as his wife, is anomalous. He referred to her as "Mrs. Hughes" during their marriage. More anomalous is the will's suggestion that Hughes would give a "Good Samaritan" twice as much as his wife.

*The Church of Jesus Christ, Latter Day Saints*—Hughes, at least during his adult life, had no known interest in religion and probably was an atheist. However, after he left the Desert Inn in 1970 there was widespread publicity about his Mormon attendants. The unsophisticated forger might surmise that his employment of Mormons was an expression of affinity with their religion. However, the better view is that Hughes was pleased with Mormon attendants because they would not drink and be apt to disclose information by getting loose lipped at cocktail parties.

*The "Spruce Goose"*—Even Dietrich (who later was induced to support the "Mormon Will" perhaps because of his belief that he was the real empire builder and should control it) initially identified the will as a forgery when he saw the "Spruce Goose" designation. Dietrich later opined that perhaps Hughes had come to like the name. But there were no witnesses among the many who had reason to talk to Hughes about the tax, title, or maintenance and expense concerns affecting this massive aircraft, to support Dietrich's opining. The "Hercules" or "HK-1," or even "Flying Boat" might be permissible references, but Hughes made it known that he detested the "Spruce Goose" as a pejorative description of his aviation achievement.

Perhaps more telling as a sign of an unsophisticated forgery is the "Mormon Will's" indication that Hughes owned the "Spruce Goose" and could dispose of it by will. In fact, until 1974, the Flying Boat was owned by the General Services Administration because it had been built with government funds. Robert Maheu testified he had many conversations with Hughes in 1968 about problems concerning the plane, so the likelihood that Hughes would mistakenly think he owned it and could dispose of it by will in 1968 is not a credible proposition.

*The Division of His Estate Into "one fourths" [sic], "one-eighth" [sic], and "one sixteenth" [sic]*—Whether it was the design of a bra for Jane Russell or the drafting of a will for four years in the 1940s, or the making of "Hell's Angels" at exorbitant cost, Hughes demonstrated, *par excellence*, his fastidious concern about design and organization of detail whenever he addressed anything of significance.

That Hughes would make a rough, misspelled fractional division of his estate, especially an incomplete division (the fractions add up to 15/16s) in a will is just one of many incredible features of the forger's lack of sophistication about Hughes, his habits, and pride and vanity.

The "Mormon Will" is a rough structure, devoid of the elaborate and detailed analysis so peculiarly characteristic of Hughes.

As an illustration, for several years during the 1940s Hughes worked on the project of drafting a will. He collected notes and then notes on notes<sup>22</sup> and finally had a will document prepared by Nadine Henley on special paper. This draft of a will disclosed Hughes' lifetime interest in medical research. However, he was not content with turning over his assets to a medical foundation. He prescribed how the assets would be held and designated a governing group. Not yet satisfied about how his estate would be applied, he fretted about how the governing board might overcompensate themselves. In addressing his concern about com-

<sup>22</sup>"A dash, or two, shall be used to denote words preceding, or following a quotation. Two dashes shall be used to denote the deletion of words when a group of words are quoted and one dash shall suffice when only one word is quoted. In either case, there shall be a space between the quotation mark, the dash, or dashes, and the quoted word, or vice versa: i.e. ' -- and will best assure -- '.

The word 'shall' shall be used throughout instead of 'will' in the third person singular and plural, making all sentences in the imperative rather than the indicative.

The infinitive shall not be used to express a major thought, except as an auxiliary to a main verb.

No changes or marks shall be made on the original pencil version.

The numbering system set forth in the notes shall not be a criterion for any future numbering systems."

pensation, he recognized that a compensation committee would be desirable to regulate the matter. He then elaborately instructed the committee to allow for adjustments for inflation. However, he did not want any uncritical, crude adjustments for inflation. He pointed out, quite prophetically, that fuel efficient autos (economy cars) would eventually be produced and the general inflationary adjustment of compensation had to be offset by real reductions in costs achieved by advancement of technology.

During the trial, the will proponent tried to justify the idea that Hughes was sloppy in handwriting and organization by referring to some writings, such as a scribbled message to an attendant written on a moving train, having telegraphic abruptness. However, even his regular memos, which he did not expect would be seen by the public, were well organized and displayed his fastidious authorship. Certainly a will, which would be publicly produced in court as a Hughes declaration and estate plan would not be drafted carelessly and suggest that he did not know how to spell, capitalize, or clearly and definitely state his intentions.

It was for these and many other reasons too cumulative to be noteworthy that Robert Maheu, Jean Peters, John Holmes, Roy Crawford, Levar Myler, George Francom, Howard Eckersley, and many others who were truly sophisticated concerning the unique character, personality, mentality, and attitudes of Hughes could, with a glance, recognize the "Mormon Will" as a crude sham.<sup>23</sup>

*The "Aides" as Beneficiaries*—Certainly, if gratitude ever impelled Hughes, those who for so many years catered to his often petulant and peculiar demands would be natural beneficiaries of his will. There is no sophistication in this element of deduction by any forger, amateur or otherwise. However, the word "aides" was not a term used by Hughes. The extensive memos show that he referred to them as staff, staff attendants, and executive staff attendants, and sometimes as "the boys" or other informal description. "Aides" became a media name in the publicity following Hughes' departure from Nevada in 1970.

Finally, the idea of Hughes' gratitude to Melvin for being a Good Samaritan is a central, emotional, as well as logical connecting link of Melvin's story. While the trial presentation did not dwell on Hughes' lack of appreciation of other human beings, one of the peculiar personality traits of Hughes was his lack of personal empathy.

Perhaps the clearest indication that Hughes was not a rewarding type concerns his aunt, Annette Gano Lummis. In 1968, Mrs. Lummis was Hughes' closest living relative. She was the mother of Will Lummis, who had other siblings. Among all the relatives, Will Lummis was singled out in this peculiar document. His siblings were ignored as well as his mother. By 1976 Will Lummis was a partner in Hughes' Houston law firm.<sup>24</sup> It was natural for his mother and the Hughes relatives to select him as an estate administrator, which resulted in national publicity about him in April of 1976. It was *not* appropriate for him to be singled out as the only will beneficiary among relatives close or closer to Hughes in terms of a blood relationship.

His mother, on the other hand, had been Hughes' surrogate mother. When Hughes was 16 years old, his natural mother died. Mrs. Lummis took over his care. She was deeply involved in his schooling and other welfare concerns. When Hughes suffered severe injuries in his airplane crash of 1946 in Beverly Hills, Mrs. Lummis traveled from Texas to be with him. Hughes refused to see her. Gratitude for kindness and favors was not in Hughes' makeup.

<sup>23</sup>At the trial, in a gambling effort to create an impression that the aides did not completely believe the will was a forgery, in the presence of the jury, the proponent presented to John Holmes a written disclaimer of benefits under the "Mormon Will" (a statement that Holmes would take nothing even though a beneficiary if the jury found the document to be a true will). Holmes had no hesitation about disclaiming. The tactic backfired and was not used again to test the conviction of the "aides" and other "key men" who might have had handsome interests in the estate, if they even indirectly endorsed the plausibility of Melvin's desert tale. See "The Spurning Roles" in the Appendix.

<sup>24</sup>According to Maheu, Hughes was not even aware that Mr. Lummis was an attorney with this firm. In connection with a fee dispute, Hughes expressed the wish that he knew someone whom he could approach on a personal basis.



## Conclusion

The question of whether Melvin and Howard is a “true story” was officially adjudicated “No” by a unanimous jury verdict. To some members of the public, Melvin’s story posed a more interesting film story line, such as: “The ‘Mormon Will’ forgery: Did Melvin do it?”

Despite the massive amount of convincing trial evidence that the will was a concoction, despite the prospect that the courts might be used as instrumentalities of fraud, despite the likelihood (and eventual reality) that millions of dollars of expense and waste of civil court time would be incurred, no prosecuting agency took the responsibility of trying to identify the forger for prosecution purposes.

It is a Hollywood tradition that even the game show losers are favored with consolation prizes. Melvin’s Cinderella could not be given a totally unhappy ending. So Melvin, as an unscathed loser in perhaps the biggest game show of American trial history, went off to Hollywood with his film contract to enjoy a bit part in “Melvin and Howard” and beguile celebrities with his Hughes story and tale of woe about the oppressive legal establishment.

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## APPENDIX

### The Unfilmed Cast

(SPURNING ROLES)<sup>25</sup>

#### The Wife

Jean (Peters) Hughes      Wife of Hughes in 1968 who was deeply attached to Hughes and he to her.

#### THE “KEY MEN”

Robert Maheu      Chief of Hughes Nevada Operations and Hughes’ “alter ego” in Nevada in 1968.

Nadine Henley      Personal secretary and executive for Hughes for many decades.

Frank William (“Bill”) Gay      Started as an administrative assistant to Hughes in 1947 and became a top management executive and remained as such until Hughes’ death.

Milton H. West      Hughes tax attorney and consultant who throughout 1968 was in close communication with, and much needed, by Hughes.

Kay Glenn      Served Hughes as executive in charge of Operations from (circa) 1956 until Hughes’ death.

<sup>25</sup>Persons named individually as beneficiaries or as “key men” or “aides” who could have profited by aiding or abetting the forgery effort but who refused to dignify Melvin’s story.

Raymond Holliday  
Herb Nall  
Lawrence A. (Pat) Hyland  
Greg Bautzer

Executive Vice President of the Hughes Tool Co.  
A key man in Hughes' Nevada real estate acquisitions.  
General Manager of Hughes Aircraft Company.  
Lawyer and a key man in Hughes' asset acquisition efforts.

THE "AIDES"<sup>26</sup>

John Holmes  
Roy Crawford  
Levar Myler  
George Francom  
Howard Eckersley  
Chuck Waldron  
James H. Rickard

<sup>26</sup>Personal attendants who stayed next to Hughes' bedroom and were at Hughes' beck and call on a 24 h a day basis.