

NYTimes Students of Hughes's Life Doubt Will's Authenticity

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SAN FRANCISCO, May 2—Among many people who have studied Howard R. Hughes as closely as they could during his almost 20 years in seclusion, serious doubts have grown about the validity of the purported Hughes will that turned up mysteriously Tuesday.

"I think it's a phony," said Hank Greenspun, publisher of The Las Vegas Sun, in an interview in his office last week. He pointed out that memorandums in Mr. Hughes's own handwriting dated two and three days before March 19, 1968, the date of the will, showed his mind consumed with the prob-

lem of buying the Stardust Hotel and Casino in Las Vegas.

Copies of scores of these memorandums have been in the possession of The New York Times for several years. They were written to Robert A. Maheu by Mr. Hughes when the billionaire lived in a penthouse on top of a hotel building.

the Desert Inn, one of the Las Vegas Strip enterprises Hughes bought in the 1960's.

Mr. Hughes recognized an ability to concentrate more than one

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time, as shown in a postscript to a memo on March 16, 1968, when he asked Mr. Maheu to defer dismissing an employee until the Stardust purchases had been disposed of. "I just simply have a one-channel mind," it said. "Please forgive me."

The memos around the time the will allegedly was written give a picture of a man deeply immersed in problems far beyond those involved in working out a three-page will.

The memos provide many examples of Mr. Hughes's handwriting during the period when the will supposedly was drawn, and handwriting comparisons raise further questions about the validity of the will.

In addition to expanding his gambling empire and deciding whether an employee should be dismissed for having caused the purchase of \$17 million worth of mining claims at inflated prices, Mr. Hughes was involved at that time in a campaign to block the Atomic Energy Commission from testing a one-megaton hydrogen bomb in Nevada.

Dispersal of Contributions

Beyond these matters, the industrialist was directing the dispersal of campaign contributions in 1968. One memo told Mr. Maheu that Mr. Hughes was eager to know whom he would be supporting for President.

Handwriting identification is far from an exact science. When it is used in court, expert witnesses frequently take opposite sides on such matters.

Probably the most crushing blow for public acceptance of handwriting identification experts involved Mr. Hughes's handwriting. That came in 1972 when a little-known author, Clifford Irving, came to public notice with a manuscript he said was based on interviews with Mr. Hughes. It was to be called "The Autobiography of Howard Hughes."

Mr. Irving collected about \$650,000 in advance royalty payments from McGraw Hill, who in turn sold serialization rights to Life Magazine. Mr. Hughes was outraged and did everything but come out of his hotel to block publication. He even interrupted his seclusion to hold a news conference by telephone with a group of reporters in Los Angeles.

Convinced by Handwriting

But the publishers moved serenely ahead. Mr. Irving had provided them with copies of handwritten letters he said he had received from Mr. Hughes and showed them manuscript pages with interlining in long-hand that he said was Mr. Hughes's.

As pressure mounted, the publishers took the handwriting samples to Osborn Associates, a New York firm that specialized in examining questioned documents. The Irving material was compared with known samples of Mr. Hughes's writing, and the experts said it had all been written by the same person.

This was not so, as Mr. Irving explained before going to jail to serve a term for fraud. He had written the letters that were signed "Howard Hughes" and he had written the corrections in the manuscript. The handwriting experts were wrong.

A comparison between the purported Hughes will and the writing and the memos identified as having been written by Mr. Hughes shows many significant differences visible to nonexperts.

Formation of 'T'

One of these is the formation of the letter "T" when it comes at the end of a word. In Mr. Hughes's hand, the crossbar of

the letter is formed without raising the pen from the paper as the pen comes back up the shaft of the "T" to veer left and up, and then cross the shaft sharply.

But in the purported will, the pen is lifted and an isolated stroke is used to cross the "T" at the end of the word.

In the memos, the tail of the letter "Y" is a downward stroke that ends as the pen is lifted to move hurriedly to the next word. But in the purported will, "Y" is always finished with a nicely circled tail.

Differences in style between the known Hughes writing and the purported will stand out in close examination.

A man of orderly mind and much given to over-direction, Mr. Hughes was fond of telling Mr. Maheu his points in numerical order and of numbering the actions Mr. Maheu was to take.

Words and Colons

As he listed these points, Mr. Hughes would use Arabic numbers, and he followed them with periods, not colons. But the author of the purported will, in listing beneficiaries wrote "first:" and "second:" and so on through "tenth:".

A striking comparison can be made by holding a sheet of the will and a sheet of one of the Hughes memos side by side at arms' length.

Mr. Hughes's known writing presents a regular pattern with letters slanted slightly, the top to the right, and the lines marching straight across the page.

The purported will's letters are a hodgepodge of various slants, and the lines waver.

In addition to these comparisons, which can be made only by those with access to copies of the notes to Mr. Maheu, other serious questions have arisen in the minds of those who have followed Mr. Hughes's affairs.

Why Name Dietrich?

Why would he name Noah Dietrich as executor? He and Mr. Hughes fought and split in 1958, never to contact each other again, although they had worked together for more than 30 years.

Why would he give one-sixteenth of his estate to the Boy Scouts of America, when, according to inside sources, he had refused to give money to the Scouts when he was alive, even after the urging of his close Mormon associates, almost all of whom were leading Scouts because of their church's affiliation with the organization? It may seem more understandable that he made the Church of Jesus Christ of Latter-day Saints (Mormon) a beneficiary, because so many of its members worked for him. But he did not give their church anything when he was alive.

Why would he wait until he was dead to establish "a home for orphan children," and why did he not define more precise-

ly the "personal aides at the time of my death" to whom he wanted to leave millions? And how did he want "a school scholarship fund for the entire country" to be set up?

Planned Deal Carefully

The will, with such loose provisions, purportedly was signed on March 19, 1968. Three days earlier, in a memorandum to Mr. Hughes spent the time to plan carefully how Mr. Maheu should approach the job of persuading M. B. Dalitz, a spokesman for the group that owned the Stardust Hotel, to trim its price by several million dollars. He told Mr. Maheu to say that Mr. Hughes was taking the deal out of Mr. Maheu's hands unless it could be settled that night.

"You may be surprised, Bob, but many times a man like Moe will make concessions on a business deal like this for a friend's personal benefit—when he would never make the same concession because he is driven

to it by bargaining," Mr. Hughes wrote.

Mr. Hughes was blocked from buying the Stardust by threat of a suit by the Department of Justice. Later the Senate Watergate committee investigated the delivery of \$100,000 from Mr. Hughes to C. G. Rebozo, President Nixon's friend, as perhaps the reason the threat was removed after John N. Mitchell became Attorney General. The finding was not conclusive, but Mr. Hughes never bought that hotel.

The provision in the will that raised most eyebrows was "eighth: one sixteenth to go to Melvin DuMar of Gabbs, Nevada." It turns out that this must refer to Melvin Dummar, now 31, who once lived in Gabbs but now runs a service station in Willard, Utah.

The explanation Mr. Dummar offered, before he went into seclusion, was that in early 1968, near Tonopah, Nev., he found a man lying alongside the highway.