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POLICE SCIENCE

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STRANGE WILLS

CLARK SELLERS†

Wills have been presented for probate which were written on such strange objects as the rung of a stepladder, a match box, and even a petticoat.

Many of these wills written on unusual backgrounds, as well as those found in odd places and under peculiar circumstances, are forgeries. Frequently their purported signers were persons who had shown special business acumen in handling their affairs; persons who normally were particular in seeing that important documents were carefully drawn and preserved. It would be strange indeed if a person of such careful business methods would forsake his usual business practice, violate common sense, and write the most important document of his lifetime, his will, on some unusual or peculiar background, and then hide it away in some obscure place where it would not be found except by mere chance.

It is not here contended that all unusual wills are forgeries. That is not the fact; but many of them are.

The production of a fraudulent document is fraught with grave consequences. The forger, realizing this, decides upon some plausible place in which to have the will found and then formulates a fictitious story of explanation. Since the forger is committing an act that in itself is abnormal, the story told in support of it is usually likewise abnormal.

† Examiner of Questioned Documents, Los Angeles, California.

One would think from listening to some of the testimony given to uphold these strange documents that the testator himself had only a casual interest in what happened to his will, and that the legatee likewise was unconcerned about so important a thing as a will greatly affecting his welfare. In fact, if some of these stories are to be believed, the beneficiary forgot all about the will until the time for filing it had almost expired, and then miraculously the all-important document was suddenly recalled to memory.

It would seem that many of these grotesque stories should tax anyone's credulity, but they are gravely listened to in court and not infrequently believed. However, one who has carefully analyzed a few dozen spurious wills is impressed with the similarity of most of them. There is usually not a great deal of originality displayed in creating them (except perhaps in the backgrounds on which they are written) nor in concocting explanations for them.

A forged document frequently bears physical evidence that stamps it as spurious. The paper may not be so old as the date on the document, or the typewriter on which it was written may not have been manufactured for months or years after its date. To an experienced observer the wording alone sometimes furnishes clues as to its spuriousness.

It is difficult, if not impossible, for the forger to simulate all of the conditions under which the genuine writer would have operated. One of the strongest reasons for this is that *it is impossible to perform an unnatural act in a natural manner.* The average forger is not imbued with the mental attitude of what would be the natural thing for the genuine writer to do under like circumstances, but is concerned rather with diverting suspicion away from himself. In an effort to divert suspicion and to make it appear that there was some good reason why the maker should leave his property to the particular beneficiary named, the forger often incorporates some *justifying* sentence in the will. Such a forger is not content with letting the will speak for itself, as does the average genuine will, but instead excessively recites how well the beneficiary took care of him, or how some of the natural heirs have mistreated him, or other similar justifying sentences. Some of these spurious documents are even written in the past tense. One will dated months before the death of the testator stated: "Mary took good care of me up to time of my death."

One of the striking things about forged wills is how frequently women produce them. Women of middle age, or beyond, who claim

to have been engaged to the deceased, or who were housekeepers or nurses during the deceased's last illness, are among the chief offenders in bringing forth forged wills.

A comprehensive list of strange and unusual will cases might be of value to lawyers who try cases involving contested wills. Such a study would emphasize the credulity of the many persons who are "taken in" by the stories told in support of these documents.

Apparently some forgers think it is evidence of authenticity if important documents are left under a carpet, in an old musty trunk in the attic, in a seldom used book, or in some other unusual place, or written on some peculiar background.

Stepladder Will

One of the strangest places to select for the purpose of writing a will would be on *the rung of a stepladder.* Yet that is exactly what Herman H. Strathmann did, if the testimony of the beneficiary, a friend and his nurse, were true. She related a long story about her services to Strathmann, how much he loved her, and about the *discovery* of the will on the ladder.

Strathmann was a methodical German who learned to write in his native land. When he moved to the United States he brought his German handwriting characteristics with him, just as he brought his accent. The genuine writings of Strathmann showed that he maintained these German characteristics in his handwriting to the time of his death.

During the trial of the case involving this contested will, the court appointed an examiner of questioned documents to determine whether or not, in his opinion, the handwriting on the stepladder had been written by Strathmann. (Under the California law judges are empowered to appoint experts if the circumstances warrant such action.) The handwriting specialist soon discovered that the will on the stepladder did not contain the German characteristics that were habitual with Strathmann. Instead, the handwriting on the stepladder was a violation of his lifelong writing habits. The judge denied the will to probate.

Match Box Will

A *match box* certainly seems to be a most unusual background for a will, but apparently it did not appear so to the person who attempted to fraudulently obtain the estate of Francisco Bosch.

Francisco Bosch came to Los Angeles from Spain. He accumulated a small estate. Upon his death no relatives could be found and it appeared his property would revert to the state. However, a neighbor woman of Spanish descent came forward with a will which bequeathed Bosch's property to her. It was written on the sides of a match box.

Later Bosch's aged mother, Marie Crane de Bosch, was found living in Barcelona, Spain. She interested the Spanish Consul in the matter and an investigation was begun. An examiner of questioned documents was consulted and he made a careful study of the handwriting characteristics of Francisco Bosch to determine whether or not he wrote the will.

Bosch did not write fluently, and he mixed foreign characteristics with modern English forms. In common with other writers he had formed highly individualized handwriting habits. The handwriting on the match box was of better penmanship than Bosch's, even when his had been executed under favorable conditions. In addition, the writing in the will lacked any of the foreign characteristics habitual to Bosch, and was devoid of other handwriting characteristics peculiar to him. However, the beneficiary testified that she was present and saw Bosch write the will, and she related the circumstances in detail.

Most witnesses to these spurious documents claim to have unusual memories. They can remember in the utmost detail everything that happened, the exact words of the testator, whether or not he lifted the pen in writing certain words, what letters were erased, and the exact position he was in while writing. However, these same witnesses frequently show an amazingly poor memory about details not in their favor. Some of them are not able to give details of what happened in their presence only a few days previous to their court appearance.

Despite the positive testimony of the legatee that she saw Bosch write the will on the match box, the probate judge promptly decided it was a forgery and denied probate.

Petticoat Will

When George W. Hazeltine of Los Angeles died he was generally thought of as a pauper. However, it soon became known that he was a recluse who had amassed a fortune. A few months after his death two nurses brought forward a will written by one

of them on her *petticoat.* The nurses testified Hazeltine was too weak to write and that he signed the will by making a cross, and then they signed as witnesses.

The will left the bulk of the estate to a grandniece, but it bequeathed $10,000.00 each to the nurses. Notwithstanding this large bequest to them, the petticoat bearing the will was hung in a closet, was not washed or worn again, and both of the nurses forgot entirely about it until months afterward when suddenly one of them remembered that the rich old recluse had dictated a will in which he bequeathed them a large amount of money. If genuine, this will supplanted an earlier will executed in a well known bank.

The petticoat will was offered for probate. The case came to trial before a jury and it attracted national attention. The judge held the bequest to the nurses null and void since they had signed the will as witnesses but the jury brought in a verdict that the will itself was genuine. Pending appeal the grandniece and the contestants settled the matter out of court.

As a sequel to the case the two nurses brought suit to collect $8000.00 each. They stated the proponent of thé will had entered into an agreement to pay each of them $10,000.00 for their services as witnesses in court if the will were declared genuine. They had been paid only $2000.00 on this agreement and sued for the balance. The judge ruled they could not collect on the grounds that such payment would be against public policy. The appellate court affirmed the decision.

Peter Minuk's Will

Peter Minuk was a miser reputed to have accumulated a large fortune by the very simple process of never spending anything. At the age of seventy he married an eighteen year old girl.

Upon his death Minuk's widow applied for letters of administration. A year later, before closing the estate, an advertisement was placed in the local paper notifying creditors that any claim against the estate of Peter Minuk should be filed at once. This newspaper article miraculously refreshed the memory of the widow's sister, who then recalled that on the very day of Peter Minuk's death the young wife had opened a safe and handed her a sealed envelope, with the strict instruction to put it in a safe place, as it contained an important document. The sister then searched the house and found the envelope, still sealed, in the back of a *bureau drawer.* She took it to a rabbi, who opened it and stated it was Peter Minuk's

will and promply advised her to take it to her lawyer to be filed for probate, which she did.

Despite the fact that Peter Minuk heartily disliked his wife's relatives, this newly discovered will left large bequests to the sister-in-law, to the father-in-law, and to other in-laws. The widow vigorously denied taking any document out of the safe and entrusting it to her sister. She contested the will and in due time the contest came on for trial.

The first witness to the will testified that he happened to be backing his car close to Minuk's house and Peter ran out and asked him to witness his will. A friend of the witness fortunately happened to be passing by at that instant and he became the second witness.

Peter Minuk was illiterate, but he had persevered until he could write his name in round hand English. He made the capital letters three-fourths of an inch high and the small letters half an inch high. He consistently wrote his signature in a very methodical manner. The will, however, was written in a skillful Hebrew handwriting. Obviously the body of the will had not been written by Minuk.

An expert,[1] who made a thorough comparison of Minuk's admittedly genuine writing with the signature to the will, discovered that this signature violated in several fundamental ways Minuk's peculiar manner of writing his name. These violations were in size, proportions, writing movement, designs of the letters, and writing ability. Minuk habitually dotted the "i" in a very characteristic manner, whereas the "i" in the purported will was dotted in a manner which violated Minuk's fixed habit of dotting the "i," in position, in size, and in design.

On cross examination a lawyer asked this expert if a crumb on the table under the paper could account for the unusual "i" dot. Before the witness could reply, one of the opposing attorneys, remembering Peter's saving propensities, answered for him by stating in a very loud voice: *"There were no crumbs in Peter Minuk's house!"*

In attempting to account for some of the unusual conditions in the signature, the proponents advanced the unique explanation that Minuk, acting under an inherited impulse, might have written some of the letters of his name from right to left after the manner of his Hebrew ancestors. To some this seemed a fantastic explanation, in-

[1] Herbert J. Walter of Chicago, Illinois.

asmuch as the signature was written from left to right in round hand English.

Before the trial had concluded the will was withdrawn and it did not become necessary for the judge to pass on "inherited impulses" or on the genuineness of the will.

Hazel Glab Case

Hazel Glab, a notorious character of Los Angeles, became convinced that the way to riches was to ingratiate herself into the good graces of an elderly man, wait until his death, and then acquire his estate through a will. With this end in view she contrived to meet Albert L. Cheney, a well-to-do apartment house owner of Los Angeles, in his sixties and a widower. Hazel was in the thirties and a widow, due to the fact that her last husband had come to an untimely end, the victim of a carefully aimed bullet as he drove into his garage one night. She was blond, good looking, vivacious, and specialized in pleasing men. She appeared very pleasing to the ailing Mr. Cheney. She also permitted him to drink all the hard liquor he wanted. One day, while traveling across the arid state of Nevada Mr. Cheney had a heart attack as a result of alcoholism, and he died in a hotel in Las Vegas.

Within a week after Cheney's death Hazel filed a will signed "Albert L. Cheney." She stated she wrote it at Cheney's request, and that she wrote as he dictated it to her. The document left some furniture to Cheney's only heir, a daughter, and bequeathed the remainder of the entire estate to Hazel Glab, under the name of Hazel Belford. It was signed by two witnesses.

The testator's signature looked genuine and the able lawyers employed by Cheney's daughter to contest the will were confronted with what appeared to be a genuine document. A contest was filed in which undue influence constituted the principal ground of attack on the validity of the instrument. As the time neared for the trial it became more and more evident to the lawyers that the evidence of undue influence was weak. After consultation with another lawyer it was decided an examiner of questioned documents should be engaged to examine the will, to determine whether or not any physical evidence could be found which would assist in determining the facts.

After a careful examination the expert reported to the lawyers that the signature to the alleged will was actually written by Cheney, but that there was physical evidence present which showed

the will had been written over erased writing. By the aid of ultraviolet light some of this erased writing could be read, and it became evident that this document had originally been an entirely different kind of a document signed by Cheney. This original writing had all been erased except the signature. Hazel Glab had then written in above the genuine signature the terms of the will, leaving to herself Cheney's property. This evidence, substantiated by enlarged photographs, was presented in court.

Mrs. Glab proved to be a composed witness. She looked unflinchingly at the court and told her story in a cool, collected manner. She described in detail the dictation of the will by Cheney, how he then signed with the same pen and ink she had used in writing the body of the will, and how the two witnesses signed at Cheney's request.

At the termination of the trial the judge denied the will to probate, stating that he did not believe Cheney ever saw the document in its present form. The judge then referred the matter to the district attorney's office.

During the contest one of the witnesses to the alleged will had left town, not remaining to testify. A few weeks later he was arrested in Pennsylvania and made a confession in which he stated Hazel Glab had talked him into signing the will after Cheney's death and that Cheney had never requested him to witness any will.

Hazel Glab and the witnesses to the alleged will were indicted by the grand jury for forgery and for preparing false evidence. The witness who had made the confession pleaded guilty to helping prepare the fraudulent evidence, and the other witness and Hazel Glab were tried before a jury. The physical evidence showing that the document had been altered into a will was presented before the jury in the criminal trial, and the expert testimony was substantiated by enlarged photographs showing the erasures. In addition, it was shown that while the ink in the body of the document looked to the casual observer like the same ink as that used in writing the signature, actually it was an entirely different ink. The jury convicted Hazel Glab and the witness to the will who stood trial.

As a result of the investigation of this forgery there developed a reinvestigation of the mysterious shooting of Hazel Glab's husband. New evidence was discovered. She was then tried and found guilty of murdering her husband.

Found Under the Carpet

Peter Bain of Winnipeg, Canada, was a canny Scotchman who had accumulated a tidy sum, but apparently he concerned himself more with getting it than in disposing of it, for after his death no will could be found, although careful search was made through all of his business papers. Later an enterprising and loving nephew came around to move and dispose of the furniture from the house of his lamented uncle. The nephew stated that in attempting to remove the carpet, he found it had been nailed to the floor. He pulled out the nails and was rolling up the carpet when he chanced to spy a piece of paper. This document, strangely enough, was a typewritten will leaving everything to this very nephew who so providentially found it.

As was done in the Minuk case, the heirs of Peter Bain employed a capable expert—the same one who had testified in the Peter Minuk case—to examine this will *found* under the carpet. The expert discovered, and prepared himself to prove in court, that the signature was not the handwriting of Peter Bain. It contained the usual symptoms of forgery. It had been written slowly, hesitantly, and there were pen stops and pen lifts at places not habitual in Bain's genuine handwriting. Moreover, the examination revealed indications that the names of the two witnesses and the signature "Peter Bain" were all written by one writer.

A search was instituted in an attempt to find the persons whose names were used as witnesses, but they could not be found. When the case came up for trial no witnesses appeared for the proponent and even the nephew did not present himself to claim his legacy.

Will of John Frye

Not infrequently fraudulent documents bear the physical evidences by which they can be successfully attacked. However, such evidence is frequently overlooked entirely; the document is either not suspected or is not properly examined. The microscope, the camera, and special lighting facilities are often necessary to reveal indistinct evidence that otherwise would go unnoticed. This was true in the Frye case.

John W. Frye lived in Sawtelle, California, at the home of a middle aged widow to whom he paid $100.00 per month for his room and board. When Frye died he was survived by an aged mother and by brothers and sisters, with whom he had always been

friendly. No will could be found, and it appeared the mother would inherit his life's savings, until the woman with whom Frye had boarded presented a will purporting to be written by Frye, which left a large share of the estate to her. She stated she found the document in a note book in Frye's coat pocket and that she had discovered it while searching his clothes. Frye's family suspected this new instrument and so informed their attorney who employed an examiner of questioned documents to make a thorough examination of the purported will.

When the case came to trial the woman who presented the will took the witness stand and told in detail about accidentally finding the document. She also testified as to the high regard Frye had for her and also that he had intended to do something for her.

The contestants relied upon the physical evidence discovered by the handwriting specialist who had carefully examined the document and who was prepared with enlarged photographs to demonstrate the evidence discovered.

Where there is a conflict in testimony the physical facts frequently point the way unerringly to where the truth lies. That was true in the Frye case. The will was holographic and appeared to some to be in the handwriting of John W. Frye. The signature looked consistent with the manner in which he formed the letters of his name. However, the microscope and special lighting facilities revealed tell-tale evidences of forgery that were irrefutable. Also photographic enlargements clearly disclosed that letters in the body of the will were patched and the designs in some instances altered in an attempt to make them look similar to the genuine writing. Many of the letters were inconsistent in design with Frye's handwriting. In every instance where the writing was dissimilar to his handwriting it was similar to the writing of the beneficiary. In fact, when carefully analyzed, the majority of the writing more closely resembled her writing than Frye's. The signature and the date supplied convincing corroborative evidence that the will was a forgery.

Frequently a forger takes greater pains with the signature than he does with the body writing. This is probably because he reasons that since the signature is the authenticating part of the document, it must be an accurate reproduction of the genuine signature. Sometimes the body of the document is written in a free hand imitation and the signature is traced. It is extremely difficult to trace a signature and at the same time give it the appearance of life and rhythm. Usually a tracing is a slow, labored writing.

In order to prove to the contestants that the signature to Frye's will was genuine the beneficiary presented a letter which he had written to her. This letter bore the genuine signature of John W. Frye, and it was dated *August 26, 1934.* The will was dated *December 4, 1933.* These two dates are important in connection with what follows.

The handwriting specialist testified that in his opinion the body of the will had not been written by Frye, and that the signature constituted a forgery by a tracing process. Furthermore, he testified that it was written after the letter dated August 26, 1934, had been written.

It is one thing to give a dogmatic opinion unsupported by reasons, and quite another thing to give convincing underlying reasons which led to the opinion. Sometimes the latter may amount practically to a demonstration of the facts.

The signature on the will dated December 4, 1933, was a facsimile of the signature to the letter dated August 26, 1934. The similarity in size of writing, length of signature, and spacing of letters in those two signatures was far more similar than in any two genuine signatures of Frye. In common with other writers, Frye did not write signatures which were facsimiles of each other. He had a certain amount of natural variation in his writing. That natural variation was lacking in the signature to the will.

The paper on which the will had been written was very thin, easily lending itself to a tracing process. Being thin it also readily transmitted the writing pressure through it, so that if a direct tracing were attempted, an indentation would likely occur on the paper immediately beneath it from which the tracing was being made. That is exactly what happened in the Frye case. By throwing a strong side light on the signature to the letter of August 26, 1934, indentations were revealed that exactly matched the strokes of the signature to the will.

Moreover, as corroborative evidence that the will had not been written until after the letter of August 26, 1934, some depressions appeared just below the signature on the letter forming the date "Dec. 4, 1933," which corresponded in size, design, and spacing with the date on the will. This established the fact that at the time the alleged will had been dated it was lying on top of the letter which supposedly did not come into existence until some nine months after the dating of the alleged will.

The lack of Frye's handwriting characteristics in the body of the will, the tell-tale depressions forming the date, and the evidence of the signature having been traced, were a combination of physical facts which amounted to a virtual demonstration that the document was a forgery. The trial judge found in favor of the contestants, and the will was denied probate.

There has been much speculation about the so-called "perfect crime." It probably has never been accomplished. Certainly a spurious document does not lend itself readily to the triumph of crime. Just the opposite is usually true—the forged document rises to damn the perpetrator. A document is something tangible. It can be seen, it can be investigated, it can be studied under the revealing microscope, it can be photographed by the aid of ultra-violet light or infra-red rays. If genuine, it will survive these tests; if not, it may be exposed for what it is.