



Hunt Institute for Botanical Documentation
5th Floor, Hunt Library
Carnegie Mellon University
4909 Frew Street
Pittsburgh, PA 15213-3890
Telephone: 412-268-2434
Email: huntinst@andrew.cmu.edu
Web site: www.huntbotanical.org

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About the Institute

The Hunt Institute for Botanical Documentation, a research division of Carnegie Mellon University, specializes in the history of botany and all aspects of plant science and serves the international scientific community through research and documentation. To this end, the Institute acquires and maintains authoritative collections of books, plant images, manuscripts, portraits and data files, and provides publications and other modes of information service. The Institute meets the reference needs of botanists, biologists, historians, conservationists, librarians, bibliographers and the public at large, especially those concerned with any aspect of the North American flora.

Hunt Institute was dedicated in 1961 as the Rachel McMasters Miller Hunt Botanical Library, an international center for bibliographical research and service in the interests of botany and horticulture, as well as a center for the study of all aspects of the history of the plant sciences. By 1971 the Library's activities had so diversified that the name was changed to Hunt Institute for Botanical Documentation. Growth in collections and research projects led to the establishment of four programmatic departments: Archives, Art, Bibliography and the Library.

Dec. '46

BILL OF SALE OF UNDOCUMENTED VESSEL

TO ALL TO WHOM THESE PRESENTS SHALL COME GREETING:-

Know ye that Anne Archbold (hereinafter referred to as "Seller") with offices at 30 Rockefeller Plaza, New York, New York, sole owner of the undocumented junk yacht, Cheng Ho, which vessel is believed, but not warranted to be, approximately of the dimensions and description set forth below:

Length overall	98 feet
Length Water Line	85 feet
Beam extreme	24 feet
Draft	10 feet 6 inches
Twin-Screw Diesel 110 Horsepower each	
Make "Superior"	
Gross Tonnage about 125 tons	
Net Tonnage about 100 tons.	

For and in consideration of the sum of \$1.00 lawful money of the United States of America, and other good and valuable consideration, to her in hand paid before the selling and delivery of these presents by Otto Degener, the receipt of both of which Seller does hereby acknowledge and is therewith fully satisfied, contented and paid, has bargained and sold, and by these presents does bargain and sell unto the said

IN WITNESS WHEREOF, the said Anne Archbold
has hereunto set her hand and seal this
day of December, 1946.

Anne Archbold (SEAL)
ANNE ARCHBOLD

R. Hoar

Otto Degener, his heirs, executors, administrators and assigns the whole of the said undocumented junk yacht "As is, where is", together with her engines, machinery, masts, boats, anchors, cables, tackle, furniture and all other necessaries thereunto appertaining and belonging now on board.

TO HAVE AND TO HOLD the said whole interest of the said undocumented junk yacht and appurtenances thereunto belonging and now on board unto him, the said Otto Degener, his heirs, executors, administrators and assigns, to the sole and only proper use, benefit and behoof of him, the said Otto Degener, his heirs, executors, administrators and assigns forever.

And Seller hereby expressly makes no warranty or guaranty as to the seaworthiness, description, capacity, condition, tonnage or otherwise concerning the said junk yacht and appurtenances thereunto belonging, or with respect to any claims, liens or judgments of record or otherwise that may exist against said junk yacht, and expressly conveys said junk yacht "As is, where is", without warranty of any sort, intending to convey only such interest therein as Seller may have.

STATE OF NEW YORK

COUNTY OF

New York

:
: SS.
:

I, *Anne Archbold*, a Notary Public in and for the county and state aforesaid, do hereby certify that Anne Archbold personally appeared before me, the said Anne Archbold being personally well known to me as the person named as Seller in said Bill of Sale, and acknowledged said Bill of Sale to be her free act and deed and that she delivered the same as such.

Witness my hand and seal this

3rd day of December, 1946.

Elmer Richard

Notary Public

My Commission Expires *Mar 30, 1948*

ELMER RICHARD, NOTARY PUBLIC
State of New York
Residing in Kings County
Kings Co. Clk's No. 22, Reg. No. 282-R-8
Suffolk Co. Clk's No. 40, Reg. No. 372-R-8
Bronx Co. Clk's No. 4, Reg. No. 149-R-8
Queens Co. Clk's No. 87, Reg. No. 169-R-8
Rensselaer Co. Clk's No. 29-48
City, Third Suffolk Co., No. 1063 and Westchester Co.
Commission Expires March 30, 1948

LAW OFFICES
BALLARD, SPARR, ANDREWS & INGERSOLL
LAND TITLE BUILDING
PHILADELPHIA

Copy

2234 University Ave.,
Honolulu, T.H.
Dec. 30, 1946.

Dear Joe:

I saw the Maritime Commissioner, a very nice chap, who sides with me and advised me not to mention to Navy that I was buying the boat. Please keep all this confidential.

The Commissioner was not particularly familiar with the situation so just handed me the Navy files to browse through. Thus I read what are probably rather confidential files of the Navy's dealings with Mrs. Archbold. I found out through files and otherwise.

1. The Cheung Ho is in very poor condition and valued now at \$15,000 due to Navy neglect. She has gas engine on board to pump out the water as she leaks about 6 inches per day.
2. Some Navy expert really went over the Cheung Ho with a fine-toothed comb and itemized everything that needs fixing. I just remember the total — it is \$28,000.
3. The Navy expert that then makes two recommendations:
 - a) It is best to return the Cheung Ho to Mrs. Archbold "as is, where is"

because she is a woman of great means. This reasoning "burns me up." It is the same old rotten Roosevelt policy of "soak the rich." Then as an alternate but less desirable plan, the Navy expects to recommend that Mrs. Archbold be given the \$28,000 so she can get the Cheong Ho repaired herself.

4. The above "soak the rich" racket seems true because the Navy seemed willing to give Wade Warren Thayer of the Sea Scouts cash to repair the boat while they kick in giving the same amount to Mrs. A., the boat's rightful owner.

5. The Navy court martialled two for stealing carvings; and fittings were also stolen. It seems funny they expect to return the boat to Mrs. A., without mentioning this fact to her and trying to make good the thefts. The Navy's secretiveness looks like bad faith.

6. My Commander relative stated that other owners, who sold vessels for \$100, are getting them reconditioned at Navy expense.

7. The Commissioner advised me to get names of people who got their boats reconditioned by the Navy after a \$100 sale and to insist on being treated similarly. But don't repeat for fear of getting him into trouble.

8. The Pearl Harbor "District Craft Officer", whom I also saw today, fights to return the Cheong Ho "as is, where is".

Knowing Mrs. A's spunk, I have refused temporarily to accept the Cheong Ho in its present dilapidated condition, hoping the "District Craft Officer" will finally accept the second recommended plan of paying Mrs. A. the \$28,000 for repairs. I wrote my Commander relative for help. If we see we are beaten we can always give in. I see no reason for doing so prematurely hence my cable.

to you this afternoon
I must be Cheong Ho with an engineer friend from now
New Year's greetings to Mr. Archbold and yourself, Alaska, etc.
P.M.

copy The Ching Ho, the fabulous 100 foot Chinese junk-yacht, on which Mrs. Anne Archbold, the owner, explored the Pacific in search of ^{rare and useful} ~~plants~~ ^{specimens} first with David Fairchild and ~~later~~ ^{recently} with Otto Degener, is now lying in West Loch, Pearl Harbor. Mrs. Archbold, at the advent of the war, offered this vessel to the Navy for use as a patrol boat in Hawaiian coastal waters.

The Ching Ho, for her war service, is entitled to fly a proud pennant, but she is sorely wounded. The vessel, convicted by court martial, stripped her of some of her belongings. Mr. Degener, who sailed on the Ching Ho in Fijian waters and knows the vessel well, is now in Honolulu as Mrs. Archbold's agent. He is negotiating with Lt. V. Smith, District Craft Officer, regarding the possible repair of the Ching Ho with the hope that she can continue her exploratory work in the Pacific.

30 ROCKEFELLER PLAZA
ROOM 5436
NEW YORK 20, N.Y.

December 11, 1946

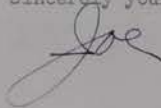
Mr. Otto Degener
c/o The New York Botanical Garden
Bronx Park (Fordham Branch P.O.)
New York 58, N. Y.

Dear Otto:

I have sent to Commander Norfleet your letter of authorization which you sent me with your letter of December 9th. You can never guess just what form of paper will be required and I think your paper will serve the purpose. If it does not, we can probably supply what they ask for. In talking with Mr. McDowell, our Philadelphia lawyer, who is looking after the junk matters, he suggested that I give you a letter confirming our understanding that you are to act as Mrs. Archbold's agent for the taking over of the junk. I, therefore, enclose such a letter, signed by Mr. Adrian Archbold.

Thank you for the newspaper clipping which you sent me with your note of yesterday. I guess it does not apply to Mrs. Archbold either now that she no longer owns the boat.

Sincerely yours,



JJM:LB
Encl.

This agreement made the _____ day of September, 1947, between CHENG HO TRADING AND EXPLORING COMPANY, LIMITED, an Hawaiian corporation, hereinafter called the CHENG HO COMPANY, and MCPHERSON, LIMITED, an Hawaiian corporation.

W I T N E S S E T H :

WHEREAS, the CHENG HO COMPANY is the ^{charterer} ~~owner~~ of the "CHENG HO", a ^(G.R.M.) ^(G.F.A.) ^(C.B.) boat to be used by said CHENG HO COMPANY in trading and exploring throughout the Pacific Ocean Areas, and is desirous of having MCPHERSON, LIMITED, purchase certain supplies, cargo, ship stores, and equipment needed to carry out such trading and exploration as aforesaid; and

WHEREAS, said CHENG HO COMPANY is desirous of having said MCPHERSON, LIMITED, sell certain cargo that said CHENG HO COMPANY may receive and bring back to Honolulu, Territory of Hawaii or elsewhere, for sale, on said "CHENG HO" and

WHEREAS, said MCPHERSON, LIMITED is willing to act as agent for the purposes aforesaid.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto, as follows:

I. That this agreement shall continue in force from this date and include three round trips of the "CHENG HO" from Honolulu to Tahiti or similar ports in the Pacific Ocean Area and return to Honolulu or any mainland port of the United States, at which time this agreement shall terminate, or in any event this agreement shall be terminated one year from the above date. At its termination, re-negotiation of a similar contract may be entered upon with MCPHERSON, LIMITED having the first priority to make such an agreement.

II. The CHENG HO COMPANY hereby nominates, constitutes and appoints MCPHERSON, LIMITED its exclusive agent for the purchase for the ship, "CHENG HO" of all cargo whether shipped on consignment or not, and where directed by the CHENG HO COMPANY to purchase such ship stores, fuel and equipment or

merchandise to be shipped from Honolulu to Tahiti or any other similar Pacific Ocean Area islands, and agrees to pay said MCPHERSON, LIMITED a commission of five percent (5%) of the purchase price of all cargo, whether shipped on consignment or not; and also a commission of five percent (5%) of the purchase price of such ship stores, fuel and equipment or merchandise as aforesaid directed. The one exception to the above paragraph regarding the cargo will pertain to the first trip leaving Honolulu. This exception is that no five percent (5%) will be paid to MCPHERSON, LIMITED on such merchandise or cargo handled by the CHENG HO COMPANY without any assistance from MCPHERSON, LIMITED on the first outbound trip of the "CHENG HO".

III. MCPHERSON, LIMITED shall receive five percent (5%) of the purchase price on only such ship stores, fuel and ships equipment as the CHENG HO COMPANY may direct them to purchase.

IV. MCPHERSON, LIMITED hereby accepts the appointment set forth in Paragraph I, II, and III hereof subject to such terms and conditions as therein and hereinafter set forth.

V. The CHENG HO COMPANY hereby nominates, constitutes, and appoints MCPHERSON, LIMITED its sole and exclusive agent for the sale of all cargo and/or material and merchandise, with the exception of dried fish, dried seafood, and pearls, brought back on the ship, "CHENG HO", from Tahiti or any other similar Pacific Ocean Area island to Honolulu or any port in the United States or its Territories and agrees to pay MCPHERSON, LIMITED ten percent (10%) of the sales price of any such cargo and/or material and merchandise brought back on said "CHENG HO" as aforesaid.

VI. MCPHERSON, LIMITED hereby accepts the appointment set forth in Paragraph V hereof, subject to such terms and conditions as therein and hereinafter set forth.

VII. MCPHERSON, LIMITED in consideration of the appointments set forth in Paragraphs I, II, III and V hereof and as its agent, agrees:

(a) To take care of such correspondence as said CHENG HO COMPANY desires during this agreement or extension thereof.

(b) To furnish the CHENG HO COMPANY office space during the term of this agreement and extensions thereof.

(c) To operate and manage the business of said CHENG HO COMPANY when legally authorized by appropriate resolutions by the stockholders and Board of Directors of said CHENG HO COMPANY to do so, for the duration of this agreement or any extensions thereof, except said CHENG HO COMPANY shall furnish an auditor and bookkeeper who will keep all its books, accounts and cash, and said CHENG HO COMPANY shall also furnish all bonds when and if required in the operation of its said business.

(d) It is further agreed that MCPHERSON, LIMITED will offer a minimum of ten thousand dollars (\$10,000) worth of acceptable trade merchandise for the first outbound voyage of the "CHENG HO".

VIII. The CHENG HO COMPANY agrees to give MCPHERSON, LIMITED a list of all materials required to be purchased as set forth in Paragraph II hereof with ample time to fulfill said order or orders, and also furnish said MCPHERSON, LIMITED with all funds necessary for the immediate payment of the same. And said MCPHERSON, LIMITED upon the receipt of said list and said funds agrees to purchase the same if available, assemble and warehouse the same, all at the expense of the said CHENG HO COMPANY, none of which expense shall be deducted from the commissions payable to said MCPHERSON, LIMITED under Paragraphs II and V hereof, except that MCPHERSON, LIMITED shall make available fifty (50) square feet of warehouse space without charge to CHENG HO COMPANY for the term of this agreement.

IX. It is mutually agreed by and between the parties hereto that said MCPHERSON, LIMITED shall not be liable for any of the debts, liabilities or obligations of the CHENG HO COMPANY, whether incurred hereunder or by said CHENG HO COMPANY.

X. It is further agreed that said MCPHERSON, LIMITED shall receive a commission of five percent (5%) of the cost price of all cargo, with the exception of the first outgoing trip as quoted in Paragraph II, and only such ship stores, fuel and equipment which they are directed to supply that are shipped on or furnished for said "CHENG HO".

XI. It is also agreed that said MCPHERSON, LIMITED shall receive a commission of ten percent (10%) of the sale price of all cargo and/or material and merchandise with the exception of dried fish, dried seafood, and pearls, brought back on said "CHENG HO" as set forth in Paragraph V thereof whether sold by MCPHERSON, LIMITED or not.

XII. All cargo, merchandise and material purchased or sold by said MCPHERSON, LIMITED under the terms of this contract must have the approval of said CHENG HO COMPANY unless the said "CHENG HO" is not in the port of Honolulu or unless otherwise agreed upon.

XIII. If the parties hereto are unable to agree on any questions arising under this contract, then all such question or questions of difference in reference thereto shall be settled by arbitration and each of said parties shall select one of such arbitrators, and both of such arbitrators shall select a third arbitrator, and the decision of two of such arbitrators when made in writing shall be conclusive on the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first above written.

CHENG HO TRADING AND EXPLORING
COMPANY, LIMITED

By Constance de Bisschop

By Otto Segeuer, Sec. - Treas.

MCPHERSON, LIMITED

By Addis R. Emerson
Its President

By _____
Its Secretary-Treasurer

TERRITORY OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 12 day of September, 1947, before me appeared Giustino de Braccio and Otto Segeuer to me personally known, who being by me duly sworn, did say that they are the and Secretary-Treasurer respectively, of CHENG HO TRADING AND EXPLORING COMPANY, LIMITED, an Hawaiian corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors and said Otto Segeuer acknowledged said instrument to be the free act and deed of said corporation.

Alfred F. Osmonds
Notary Public, First Judicial Circuit
Territory of Hawaii

My commission expires June 30, 1949

TERRITORY OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 12 day of September, 1947, before me appeared ADDIS R. MCPHERSON and GORDON W. EMERSON, to me personally known, who being by me duly sworn, did say they are the President and Secretary-Treasurer respectively of MCPHERSON, LIMITED, an Hawaiian corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said ADDIS R. MCPHERSON and GORDON W. EMERSON acknowledged said instrument to be the free act and deed of said corporation.

Alfred F. Osmonds
Notary Public, First Judicial Circuit
Territory of Hawaii

My commission expires June 30, 1949

(copy)

2234 University Ave.,
Honolulu, T. Hawaii.
Dec. 30, 1946.

Dear Swiftly:

Happy New Year to you all.

I am now in Honolulu where I saw a Mr. Harry Ayres of Maritime Commission. I am officially Mrs. Archbold's agent and was to accept the Cheug Ho in behalf of Mrs. Archbold from Mr. Ayres. The Cheug Ho, according to reliable reports (I can't see her until tomorrow), is in very poor condition. I, consequently, refused to accept her for Mrs. Archbold until the Navy has reconditioned her. I had the opportunity to read government reports on the Cheug Ho at Mr. Ayres office. Some of them had Ayres known ^{their contents} ~~that~~, he might have kept ^{from me} (though he does favor my position ^{in most} ~~rather~~ ^{ing on repairs by Navy} ~~than~~ ^{attitude of returning the boat "as is."} the Navy's

The Navy report about the boat is that she is in very poor condition and now worth only about \$15,000. Then there is a long, very detailed and business-like itemized statement listing what is wrong with the Cheug Ho and exactly how much it would cost to have

her put into the condition in which the Navy got her from Mrs. Archbold for the payment of \$100. Repairs - the total of them as I remember - came to \$28,000.

Then, what seems very important to me, is the statement that because Mrs. Archbold is a lady of great wealth, the Chey Ho could be returned to her "as is, where is." As an alternate plan, the Navy could pay her the \$28,000 and tell her to repair the Chey Ho herself.

Today I saw a Lt. V. Smith, District Craft Officer, Pearl Harbor, because Mr. Ayres, the Maritime Commissioner, advised me to take my protest to him. He advised me not to state that the minute Mrs. Archbold got the boat she would automatically sell her to me.

Lt. Smith, who is pleasant enough, maintains I am to accept the Chey Ho for Mrs. Archbold "as is, where is", in other words pretty much as a relic. It is up to me, now, to fight for the alternate suggestion that the Navy is to give me (for Mrs. Archbold) a check for \$28,000 to ^{have} ~~repair~~ the vessel ~~ourselves~~ repaired myself. This \$28,000 is worth

fighting for!

What I should like to have from you, without need of mentioning your name, is a list of owners (perhaps belonging in some other naval district) who sold their boats to the Navy for \$1⁰⁰ and after the war, got their boats back after being repaired of war or other damage by the Navy. Can't you rush me at least 5 names by airmail! Then I can tell Lt. Smith, "John Doe got his boat repaired. Why can't Mrs. Archbold have hers repaired?"

I got another angle on the Chey Ho situation: Mrs. Archbold planned to give the Chey Ho to the Sea Scouts in Honolulu but due to certain remarks by its head and a newspaper article got angry and decided to sell me the Chey Ho instead. The sea scout head wrote Mrs. Archbold that he would accept the boat for the Scouts on condition that money coming from the government for the rehabilitation of the Chey Ho would go to the Scout organization. This fact seems to indicate that the Navy did plan following the second plan — allowing the \$28,000 for repairs.

until Mrs. Archbold changed her mind about the gift.

Carvings and brass fittings were stolen by Navy personnel, resulting in Court Martials. Evidently, the Navy never acquainted Mrs. Archbold of this fact and never intended to make restitution for these thefts during their possession of the boat.

It is my opinion that the Navy does not wish to repair the Chey Ho because Mrs. Archbold is wealthy — it is the old ^{Republican} Roosevelt attitude of "Soak the rich."

If every one else who donated a boat for \$100 is having their boats repaired by the Navy or given the cash to do it, I think I should at least make a good fight that Mrs. A. get the \$28,000 for repairs. It is for this reason that I am asking you for the names of people who got their boats back reconditioned at Navy expense.

I am ^{tomorrow} going to inspect the Chey Ho with a friend who knows machinery.

Aloha,

Otto S.

Copy

2234 University Ave.,
Honolulu, Hawaii:
Dec. 30, 1946.

Dear Dr. Robbins:

I am fighting the entire U. S. Navy! That is why I must disappoint Mrs. Harper in my failure to mail her a ^{new} Cheung Ho article for release to the Associated Press. All she can have is a brief progress report.

Here follows my confidential report to you, not to Mrs. Harper:

I am Mrs. Archbold's agent and officially nothing more in regard to her getting back the Cheung Ho. I want no one to know ~~this far~~ that the boat will eventually come to me. I heard from Ray Peiler and others that while under jurisdiction of the Navy, carvings and machinery were stolen, resulting in jail sentences for the Navy culprits.

I visited Maritime Commissioner Harry Ayres this morning and, in browsing through the Cheung Ho papers he had lying about, discovered:

1. The present value of the Cheung Ho (after Navy neglect) is only \$15,000.
2. Some high Navy official listed a very careful itemized account as to repairs necessary to get the Cheung Ho back into condition in which the Navy accepted her from Mrs. Archbold. The total estimate is \$28,000. He then mentioned alternate plans for the boat's return:

a. Because Mrs. A. is a lady of means, the vessel could best be returned "as is, where is" without any repairs by the Navy, or,

b. Less preferably, Mrs. A., should be given the \$28,000 and allowed to fix the boat up for herself.

I know boats sold ^{to} the Navy for \$100 have been returned to the original owners either repaired at Navy expense or their owners have been paid an estimate of the cost of repairs. With this knowledge I am trying to induce the Navy to fork over the Cheip Ho plus the \$28,000 and not simply the more or less wrecked Cheip Ho.

If Mrs. Harper wishes, she can release the news item I enclose on a separate sheet of paper.

A Happy New Year to Mrs. Robbins
and yourself,

Aloha,

Otto Segetes.

THE NEW YORK BOTANICAL GARDEN

BRONX PARK (FORDHAM BRANCH P. O.)
NEW YORK 58, N. Y.

PRESIDENT
JOSEPH R. SWAN

VICE-PRESIDENTS
HENRY DEB. BALDWIN
JOHN L. MERRILL

DIRECTOR
WILLIAM J. ROBBINS

TREASURER
ARTHUR M. ANDERSON

Copy

Oct. 8, 1946.

Dear Mrs. Archbold:

I have your Oct. 7 letter and see no reason why you should pay a gift tax. You should sell me the "Cheep H" officially and actually. Of course, I can't afford to pay what the vessel is worth - I am a retired professional loafer just dabbling about with plants - but I am today giving Mr. Mulholland a cheque for \$750 for the

Cheung Ho so that no question can arise about a gift tax. I don't want the cheque back as this sum is not one-hundredth the value of the boat. Anyway, it would be so nice if I could say I paid about 700 times as much as the Navy for the boat!

If you wish to change your mind about the transfer of the Cheung Ho to me and perhaps give her to John, you need merely tear up the check. In other words, you are not bound in any way to sell me the Cheung Ho by having the cheque now - it is worthless until you actually cash it.

THE NEW YORK BOTANICAL GARDEN

BRONX PARK (FORDHAM BRANCH P. O.)
NEW YORK 58, N. Y.

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HENRY DEB. BALDWIN
JOHN L. MERRILL

TREASURER
ARTHUR M. ANDERSON

DIRECTOR
WILLIAM J. ROBBINS

The great worry to me is how much the Hawaiian Islands charge for having the Cheng Ho tied to a wharf — is it \$10⁰⁰ per day or \$10⁰⁰ per month or something in-between? I could lose my shirt that way. I should hear from the harbor master soon, if he answers his letters.

Regarding an exploratory trip, I must

go slowly. I must finish up my present
Fiji and Hawaii projects before going after
more plants. An exploratory trip is a wonder-
ful reward for having finished a nasty museum
"prison sentence" with dried plants and dusty
books. Next year looks promising.

I still see no reason for seeing a lawyer now
until I know what to ask him.

The Museum in Honolulu this year has refused
to lend my friend Sherff at the Field Museum
any more Hawaiian plants. Of course they want
to prevent him from describing them with me
for my Flora. It is the same nasty outfit with
whom Dr. Merrill had all his trouble. Sherff
wrote me about 3 months ago he feared we were licked.
With the Chung Ho at our command the Bishop Museum

with more and more
will be able to
Dr. M.
Alfred
C. C. C.

STOCK OPTION CONTRACT

THIS INDENTURE, made and entered into this 7th day of July, 1947, by and between OTTO DEGENER and MATILDA P. CONSTABLE, both of Honolulu, City and County of Honolulu, Territory of Hawaii,

WITNESSETH

The parties hereto being the majority of the present stockholders of the CHENG HO TRADING AND EXPLORING COMPANY, LIMITED, a Hawaiian corporation, in consideration of their mutual promises herein contained, do hereby agree with each other that prior to offering for sale any of the stock of the said corporation now held by them that they will first offer the said stock for sale to each other.

It is agreed in such event that the said stock shall be offered to the other stockholder at the book value of said stock then existing on the books of said corporation and in the event the option herein given be exercised, the Parties hereto hereby bind their heirs, executors, administrators and assigns to make conveyance of the said stock in accordance with the terms hereof. In the event, however, the said option be not exercised by the stockholder to whom offered within thirty (30) days after notice of intention to sell stock has been given in writing by the stockholder desiring to sell stock, then said stockholder desiring to sell stock may proceed to sell on the openmarket or to any person such shares of stock on which the option to purchase herein given has not been exercised by the other stockholder.

Specifically but without limitation of the generality of the foregoing, the parties hereto agree and hereby bind their heirs, executors, administrators and assigns that in the event of the decease of either of the parties hereto that the stock of the said corporation held by the deceased shall be offered for sale to the other party hereto at the book value then existing on the books of the corporation, and in the event said offer is accepted, the parties hereto severally bind their heirs, executors, administrators and assigns to make conveyance of said stock in accordance with the terms hereof.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed this 7th day of July, 1947.

(Signed) Otto Degener
Otto Degener

(Signed) Matilda P. Constable
Matilda P. Constable

Territory of Hawaii,)
City and County of Honolulu.)

On this 7th day of July, A.D., 1947, before me personally appeared OTTO DEGENER and MATILDA CONSTABLE, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they execute the same as their free act and deed.

(Signed) Hattie Pang Lee
Notary Public, First Judicial Circuit
Territory of Hawaii.

My Commission expires June 30, 1949.

TERRITORY OF HAWAII,)
:
CITY AND COUNTY OF HONOLULU.)

On this 7th day of July, 1947, before me appeared ERIC DE BISSCHOP and OTTO DEGENER, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary-Treasurer respectively, of CHENG HO TRADING AND EXPLORING COMPANY, LIMITED, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Eric De Bisschop and Otto Degener acknowledged the instrument to be the free act and deed of said corporation.

(Signed) Hattie Pang Lee
NOTARY PUBLIC, FIRST JUDICIAL CIRCUIT
Territory of Hawaii.

My Commission expires June 30, 1949.

TERRITORY OF HAWAII,)
:
CITY AND COUNTY OF HONOLULU.)

On this 7th day of July, 1947, before me personally appeared OTTO DEGENER to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

(Signed) Hattie Pang Lee
Notary Public, First Judicial Circuit,
Territory of Hawaii.

My Commission expires June 30, 1949.

(Original owned by Otto Degener Trust, and in possession of New York Botanical Garden, Bronx Park, New York City, trustee.)

Agreement

THIS INDENTURE, made and entered into this 7th day of July, 1947, by and between the Cheng Ho Trading AND EXPLORING COMPANY, LIMITED, a Hawaiian corporation, hereinafter called the "corporation" and OTTO DEGENER, of the City and County of Honolulu, Territory of Hawaii,

WHEREAS, the said OTTO DEGENER was the original promotor of said corporation and is at present time a stockholder of the same and,

WHEREAS, the said OTTO DEGENER has expended and contributed to the corporation services of great value and has transferred property above and beyond such services and property as were compensated for by the issuance of stock of said corporation and,

WHEREAS, specifically, the said Otto Degener did transfer to the said corporation in return for stock of the said corporation, a certain undocumented junk type yacht, known as the CHENG HO, and,

WHEREAS, the corporation is about to undertake repairs and reconstruction of said junk type yacht, Cheng Ho.

NOW THEREFORE, the parties hereto agree as follows:

The corporation for the consideration above recited and in further consideration of One Dollar (\$1.00) cash in hand paid by the said OTTO DEGENER to the corporation, receipt whereof is hereby acknowledged, hereby grants unto the said OTTO DEGENER an option to re-purchase the said yacht, CHENG HO, from the said corporation five years after the execution of these presents for the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00); said option to be exercised by the said OTTO DEGENER by notice in writing to the corporation on or within fifteen (15) days after the expiration of five (5) years from the execution of these presents, upon receipt of which notice the said corporation will transfer and sell the said Cheng Ho to the said Otto Degener at the price aforementioned. Should said option be not exercised by the said Otto Degener as aforesaid it shall cease and be no longer exercisable.

The said CHENG HO shall be transferred and delivered to the said OTTO DEGENER in event such option is exercised, together with her engines, machinery, masts, boats, anchors, cables, tackle, furniture and all other necessities thereunto appertaining and belonging on board and free of liens, claims, taxes and incumbrances of any nature whatsoever.

In the event the said OTTO DEGENER be deceased or otherwise legally incapacitated during the period herein granted for the exercise of his option, then the option herein granted shall inure to the benefit of and be exercisable by his administrators, executors, and/or assigns, unless a specific person or persons be designated in his will for the purpose of exercising said option in which case the person or persons named in his will shall have all the benefits and powers given by the option herein contained.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this 7th day of July, 1947.

Cheng Ho Trading and Exploring Company,
Limited,

By: (signed) Eric deBisschop
Its President
(Signed) Otto Degener
Its Secretary-Treasurer

(Signed) Otto Degener
Otto Degener

Please pass
on to Dr. Robbins
C.S.

30 ROCKEFELLER PLAZA
ROOM 5436
NEW YORK 20, N. Y.

November 14, 1946

Dear Mrs. Archbold:

Mr. McDowell was in Washington yesterday and he called on the Maritime Commission. He talked with Mr. Dovel. The delay in the paper work is due to the absorption of the War Shipping Administration by the Maritime Commission. Maritime has assured Mr. McDowell that the details would be cleaned up in a week or ten days, at which time the transfer of Cheng-Ho can be made. They asked Mr. McDowell for a few documents in the matter. He has prepared them and is mailing them today to the Maritime Commission.

Please, if I may, let me assure you that Admiral Rand, or any other admiral, could not have had this transfer made in half an hour. Mr. McDowell has the matter in hand and it will now be but a couple of weeks until Mr. Degener has the boat.

Respectfully and sincerely,

He
Saturday - So now
the books as if
they were really

Mrs. Anne Archbold
3905 Reservoir Road
Washington 7, D. C.

knowing I feel as excited as you
do at it - A. L. I hope the
all be put in when I go
to New York Dec 2 - A. L.

WADE WARREN THAYER
ATTORNEY AT LAW
604-605 STANGENWALD BLDG.
HONOLULU, HAWAII

CABLE AND WIRELESS ADDRESS
"THAYER, HONOLULU"
P. O. BOX 202
TEL. 67907

HONOLULU January 7, 1947

Mr. Otto Degener,
2234 University Avenue,
Honolulu, T. H.

Dear Mr. Degener:

I have your letter of January 1st, relating to the Cheng Ho and note that you have made an examination of her and estimate that it would cost between \$25,000 and \$35,000 to put her in condition for use.

The Honolulu Council, Boy Scouts of America, would have been very glad to have accepted the Cheng Ho and to have made use of her in the Sea Scouts program, but after examining her and seeing her condition and after a communication from Mrs. Archbold's attorneys that the title we should receive would be only qualified and that even the money which the Navy is to pay for re-conditioning would not come to us, it was quite obvious that we could not accept the gift.

I thank you for your interest in this matter and am very sorry that some arrangement could not have been made by which we could have taken over the boat for the use of the Sea Scouts.

Very truly yours,

Wade Warren Thayer
President, Honolulu Council,
Boy Scouts of America.

WWT:gy

January 10, 1950

Governor of Tahiti
Papeete, Tahiti

Honorable Sir:

I represent several parties who have claims against the Cheng Ho Trading and Exploring Company, Ltd. which under American law at least is the owner of the junk yacht "Cheng Ho." I understand that the "Cheng Ho" is presently in Tahiti and am desirous of learning what the present status of the vessel is under the French vessel registration procedure as information I have obtained from local sources who have contacts in Tahiti indicates that Mr. de Bisschop is operating the vessel as his own property rather than as the property of the corporation.

Also, I have heard rumors to the effect that Mr. de Bisschop has transferred or attempted to transfer the ownership of the vessel. This would not be possible, of course, under American law as the approval of not only the officers of the corporation but that of three-fourths of the stockholders as well would be required to transfer the ownership of the "Cheng Ho" as it is the principal asset of the corporation.

I shall greatly appreciate any information you are able to give me with regard to the above matter. In the event that you are unable to furnish me any information in this regard, will you kindly furnish me the name of an attorney in Papeete who would be able to assist me in this matter?

Respectfully yours,

David N. Ingman

DNI:gy

STOCK OPTION CONTRACT

THIS INDENTURE, made and entered into this 7th day of July, 1947, by and between OTTO DEGENER and MATILDA P. CONSTABLE, both of Honolulu, City and County of Honolulu, Territory of Hawaii,

WITNESSETH

The parties hereto being the majority of the present stockholders of the CHENG HO TRADING AND EXPLORING COMPANY, LIMITED, a Hawaiian corporation, in consideration of their mutual promises herein contained, do hereby agree with each other that prior to offering for sale any of the stock of the said corporation now held by them that they will first offer the said stock for sale to each other.

It is agreed in such event that the said stock shall be offered to the other stockholder at the book value of said stock then existing on the books of said corporation and in the event the option herein given be exercised, the Parties hereto hereby bind their heirs, executors, administrators and assigns to make conveyance of the said stock in accordance with the terms hereof. In the event, however, the said option be not exercised by the stockholder to whom offered within thirty (30) days after notice of intention to sell stock has been given in writing by the stockholder desiring to sell stock, then said stockholder desiring to sell stock may proceed to sell on the open market or to any person such shares of stock on which the option to purchase herein given has not been exercised by the other stockholder.

Specifically but without limitation of the generality of the foregoing, the parties hereto agree and hereby bind their

heirs, executors, administrators and assigns that in the event of the decease of either of the parties hereto that the stock of the said corporation held by the deceased shall be offered for sale to the other party hereto at the book value then existing on the books of the corporation, and in the event said offer is accepted, the parties hereto severally bind their heirs, executors, administrators and assigns to make conveyance of said stock in accordance with the terms hereof.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed this 7th day of JULY, 1947.

OTTO DEGENER

MATILDA CONSTABLE

TERRITORY OF HAWAII,)
 : SS.
CITY AND COUNTY OF HONOLULU.)

On this 7th day of July, A. D., 1947, before me personally appeared OTTO DEGENER and MATILDA CONSTABLE, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Notary Public, First Judicial Circuit
Territory of Hawaii.

My Commission expires June 30, 1949.

December 26, 1951

Dear Friend

(Cheng Ho)

Three days ago, I had a chat with Mr. Georges Bailly, our Port Captain, and I noticed that he has no time for the famous de B. - and he says that I am wise, not to do anything until July 1952.

Captain Bailly, says for you to get here in May, in order to take the first steps in acquiring the vessel, and that you bring along all the necessary documents « OPTION, DEBTS, ETC. » and he will help us - he knows and says that de B. is a scoundrel.

Until then, aloha NUI, NUI, LOA
I will reserve a room in my home for you when you arrive.
Jaorana
Oscar

Trade And Travel *Hon. Adv. 8/3/48*

Junk Cheng Ho Returns After Trading Voyage

Eight months after she left Honolulu on her first voyage for the Cheng Ho Trading & Exploring Co., Ltd., the junk-type Cheng Ho returned to port Saturday morning and tied up at Pier 7-E. She is home from Tahiti by way of the Marquesas islands.

When she left Honolulu her cargo area was filled with food-

stuffs and other commodities much in demand by residents of French Oceania. Her return cargo was chiefly vanilla beans—about two tons of them.

Capt. Eric deBisschop, former French consul in Honolulu, is master of the one-time luxury ship, which now flies the French flag. He left here with a crew of six and returned with 14, eight of whom joined the Cheng Ho at Tahiti.

Crew members reported that Tahiti now gets only one cargo ship about every six months and that these vessels discharge only 25 or 30 tons of goods. Consequently, the populace suffers "shortages of everything," and prices are high. American cigarettes sell at 60 cents a package, the men reported.

It is expected that the Cheng Ho will be in port about a month before embarking on her No. 2 voyage. She left Tahiti July 8 and spent several days in the Marquesas en route to Honolulu.

Mokuleia Beach, Waiialua, Oahu.
Oct. 30, 1947.

My dear Mrs. Robinson:

From hearsay you probably consider me quite a scoundrel because I forced the deBisschop interests to invest their \$ 10,000 cash as promised by them before I agreed to start the Company with them. From a recent very favorable answer to my confidential enquiry about the "Robinson family of Kula," addressed to Wilbur Watkins, whose sister Enid is my brother's wife, I feel I can frankly discuss various phases of the Cheng Ho with you. I hardly expect you to believe them all now, but I do think as chance remarks or stray evidence gradually accumulate like the individual pieces of a mosaic, you will discern the true picture.

Capt. deBisschop, whom I cannot help but like, promised to invest \$10,000 (belonging to Mrs. Constable) in the Cheng Ho T. & E. Co., back in the latter part of May or early June. For turning over the Cheng Ho to the Company I asked for only 50 shares though if I had asked for it, I probably could have gotten 100 or more - I had the vessel and they, after a disappointing experience with another one ending in a law suit, wanted it eagerly.

Capt. deB., after procuring \$ 5,400, pleaded poverty. All the other crew members, as you know, are actually without funds. We all diligently worked on the vessel, the understanding being that each person would receive the very same wage, an influence of Capt. deBisschop's Communist leanings. This was to be a wage of \$ 250 per month, this sum being divided into \$ 150 in cash and into one share worth \$ 100 at par. There were two exceptions: Mr. English and myself. English, to become a crew member when we really had enough personnel at the time, volunteered to work for nothing. We, however, later considered this unfair and classified him with the rest of us.

I voluntarily changed my status from full-time Secretary-Treasurer beginning July 1 to a half-time wage for a multitude of intertwining reasons:

1. Capt. deB., did not approve of my method - of course, I am a botanist and not a book-keeper by profession.
2. It was frequently mentioned, half-facetiously, that the French would rather perish on the battlefield than pay taxes. It was mentioned more than once that we should keep two sets of books, one set for the tax officials and the other, with more confidential data, for the Company.
3. Because I am no book-keeper and because I did not care to be responsible for any possible irregularities or "errors" in the books, I found a public accountant and total stranger, Mr. Michael Tokunaga, maka of the post office. He agreed to attend to our accounts for about \$ 35 per month. This seemed cheap enough for the Company as I reduced my salary per month from \$ 150 cash to \$ 75, and from one share to half a share.
4. I moved out to my beach place at Mokuleia and commuted to Hon., and the Cheng Ho only every second day. That does not mean I did not work many hours on Company tasks at home on other days.

With the Captain pleading poverty, I paid a total of \$ 1,600 for repair work and for wages for the crew. Because the Company was earning nothing, I accepted shares in return. Thus I had 66 shares in all on my certificate,

actually 16 more than I wanted as I favor scattering my investments. I further lent money to the Company whenever emergencies arose, receiving I.O.U.s. in return. I shall continue this discussion of I.O.U.s., later. The Captain, who professes to be a Communist, frequently sneered about my being a Capitalist before the crew. This was not a wise or just policy as Mr. Scholtz, for example, would complain about needing cash to buy milk for his children while I, with funds at hand, withheld them. Mr. S. never realized it seems that the Captain owed the Company an additional investment of \$ 4,600 to meet his \$ 10,000 promise.

I furnished dribbets of cash from time to time and on Sept. 1 lent the Company \$ 1,000 in cash. This helped little, and grumbling continued. Capt. deB. gave me estimates of what funds we needed to get to Tahiti, the sum for food for example being \$ 600. I thought I would finally "buy" myself a little peace and Sept. 15 lent the Company another \$ 3,000. In addition, I had lent Emilio Ordóñez about \$ 500 for the purchase of shares; and LeRoy Peller about \$ 700 for the purchase of shares. This does not appear on the books as coming from me, though actually it was just that much subsidizing of the Company by me. As late as Oct. 14 I sent the Company a cheque for \$ 200 in behalf of Mr. Peller for the payment of shares. I hope this sum has been duly recorded in the BLACK stock record book.

The very same day that I lent the Company the \$ 3,000, Mr. Scholtz raised the estimate for food for the Tahiti trip from \$ 600 to \$ 1,000! And that very same day Mr. McPherson, our efficient business agent, told me that he needed a down-payment of 10% (or \$ 2,000) for the \$ 20,000 worth of cargo he planned getting from Stewart's Pharmacy. As late as Oct. 13, without knowing you were coming to rescue the Company financially, I lent Mr. McPherson \$ 1,000 to help the Company along. I did this, on condition that it be kept confidential, for the sake of the presently angry and misguided crew and especially for the sake of my two former proteges Ordóñez and Peller.

I long knew I was being imposed upon. The Cheng Ho Company was getting to be like the Bottomless Pit in Haleakala into which I could throw all my funds, while the deBs. interests would sit back and conserve their own. The Captain not only brought no more cash into the poverty-stricken Company but actually insisted on taking a lump sum of \$ 100 for part payment of his wage. He had of course been getting part-payments like the rest during the preceeding months. During a meeting with our attorneys Hughes & Ingman he boasted how much rope and equipment - worth thousands of dollars - he and the crew had added to the vessel without any cost, and how I had brought none. He never added, however, that 95% of this equipment came from the Schuyler Colfax, tied up to the wharf next to us, and that I had no part in procuring any of this equipment because I disapproved of these thefts and this pilfering.

I cryptically had told Mr. Scholtz that both I and the deB group, in spite of the plea of poverty, had sufficient funds to make our company a success but that I, without collateral from the deBs. who were really strangers to me, lacked faith to invest any more. I added it was now a case of whether the deB. group or I would break down first.

The deBisschops had met a Mr. Gilligan, the well-to-do manufacturer of "Kopa" soap powder, socially. Later Capt. deB. visited Mr. Gilligan at his office, explaining fully and evidently in confidence his plans regarding the Cheng Ho Company. He seems to have made some amazing statements regarding what he planned doing with me the minute the vessel went under the French flag.

When pressure was brought to bare upon me to supply the Company with additional cash by stating that the crew otherwise would walk off the boat in a body - mutiny - I countered: "Are you willing that I try to get funds from Mr. Gilligan by selling him shares?" The Captain and Mr. Scholtz, I remember distinctly, said "Yes." I told them later I would give Mr. Gilligan, who has the former tax expert Mr. Hill as an associate, the Company books as requested.

When I saw Mr. Gilligan, a man I had never met before, he discussed the Cheng Ho and the Captain's plans. Evidently upon putting the Cheng Ho under the French flag I would have little or nothing to say. This statement, I hear, has also been made by the Captain to our crew! I am the only one who dares censor any of the Captain's plans when they tend to be visionary or impracticable.

Mr. Gilligan gave me his plans about keeping the Cheng Ho under the American flag - the bluff that she must go under the French or some other foreign flag I consider a farce. The main change would be that I, who owned the controlling block of shares, would lose control of the vessel to a foreigner, in this case obviously our Captain. Mr. Gilligan was willing to keep all our crew but he insisted on having another Captain, not because of any lack in his ability in navigation but for other reasons. Mr. Hill went over our books. Gilligan and Hill studied the entire situation, were convinced we could do business between American ports like any American vessel, or to foreign ports. This fact was likewise stated by the New York Customs Office and by lawyers Hughes & Ingman. The bugaboo of the \$20,000 duty and \$10,000 fine was never mentioned as remotely possible, nor was it by Mrs. Arehbold's expert lawyers in Washington and Baltimore. I have never seen a written statement of this fact. The rumor, like all the rest of the hummalimali, of course scares the uncritical crew into obedience and into sailing under the French flag.

Is it not strange that the measurement of the Cheng Ho, during my controlling interest in the Company, was placed at 155 Tons? Below 150 Tons the vessel need not pass all kinds of customs requirements such as having a licensed captain and engineers (ours lack licenses which is not conducive to gain confidence). Previous official and Navy measurements were below 150 Tons. Then after control of the vessel passed from my hands to the deB.-interests, the vessel apparently lost 20 Tons and was recorded at 135!

In order to have sufficient shares to pay the crew (and officers I include with crew), we decided to increase our shares from the original 135 to 209. Hughes & Ingman had actually drawn the papers. In spite of this decision and my being Sec.-Treas. of the Company, Capt. deB. borrowed the books of the Company, including the BLACK Stock Record and Minutes of the Company Meetings book. This I repeatedly asked him to return to me - the accountant Tokunaga also wished the books - but one or another excuse was given me to prevent their return!

Sept. 26 I distributed some share certificates. No. 2 involving 52 shares for Mrs. Constable and No. 9 involving 1 share for Mrs. deBischop I unwisely gave to Capt. deB., requesting him to deliver them for me to his relatives and to return the two receipts to me for inserting in the BLACK company stock book as required by the Bylaws. I requested the receipts three times, once by a "return receipt request" letter. I got no results. Finally I drove to the deB. home with Mr. Ordenez and personally *then* asked for ~~the~~ Mrs. deB. came to the door and told me she had no certificates and knew nothing about the matter. Not knowing what to do, I consulted the Territorial Treasurer's office about this problem. I believe I am responsible to him for meeting all regulations of the corporation.

The withholding tax for us all was due during October and the latter part of Sept., Mr. Tokunaga asked me for the books. Capt. deB., still had possession of them and gave one excuse after another to retain them. I tendered my resignation as Sec.-Treas., of our Company to be effective Oct. 15. Not wishing to be blamed for dereliction of duty caused by obstructionism beyond my control I wrote the tax office that I was resigning as officer of the Company and washed my hands of the responsibility of filing the proper tax return. That duty devolved upon my successor. Suspecting that Capt deB. would neglect the taxes, I advised Mr. McPherson recently to see about this matter so as to save the Company unnecessary expense and difficulties.

Every prudent businessman knows that, no matter how honest a person may be, in important matters contracts and collateral must be safe guard every move. I twice got Capt. deB. to Hughes & Ingman to see about franchization of the Cheng Ho. The Company was legally to turn over the vessel to Capt. deB., personally. He expected us to do so, merely taking his verbal promise that he would return this \$ 75,000 vessel to us! If I had done so, the company would have been without any assets whatsoever. I insisted on having Mrs. Constable endorse Capt. deB.'s note since his signature alone would have no value as he evidently lacks all assets, living as a guest with his mother-in-law. When this occurred, he got into a tantrum and to our amusement marched out of the lawyers' office. I am not going to be intimidated by any such action. In fact, any such scene would make me particularly careful and suspicious of its actor.

I had made the \$ 15,000 - 5 year option agreement an original and important part of the Company-so that in case any difficulties should ever arise, I could start afresh. I considered that this time had certainly come. I had 66 shares. Mrs. Constable had the option to purchase them at book value. I had early consulted with Mr. Whitaker, the insurance surveyor, who estimated the book value of the Cheng Ho (which just about coincides with that of our Company) at at least \$ 30,000. I held 66 shares out of the 135; or practically half of all the shares issued at that time. The actual sum I was entitled to get was just about \$ 15,000. Instead I let Mrs. Constable have the 66 shares, at par, or for \$ 6,600. This is actually a discount of 50%. It was a gift of \$ 8,400 to the deB. interests. I see now it is useless to be decent or lenient to some people.

At the time I agreed to sell my 66 shares at only par instead of at book value to the deB. interests, I had I.O.U.s. in my wallet. They amounted to about \$ 4,300. So as to be easy on the Company I agreed, as a courtesy on my part, that the company pay me this debt in installments of \$ 100 per month beginning Jan. 1. Furthermore, we agreed, before the lawyer, that this \$ 4,300 was not the precise sum. It was quite a bit higher, the actual debt to be decided by our book-keeper Mr. Tokunaga. I trusted the Captain at that time for this minor debt, and that I should bill the Company for this additional sum was our verbal agreement. Then when I went to Mr. Tokunaga to figure the correct debt, we learned that he had no books and had evidently been dismissed for some other accountant.

The debt, as I figure it without books available, comes to \$ 687.50, of which two-fifths represents shares in our Company at \$ 100 par, and the remainder represents cash. In other words, the company owes me two and three-fourths shares and \$ 412.50. I enclose the account in detail separately which please forward to the proper officer of our Company. I insist on these shares in spite of the violent opposition of Captain deB. who evidently does not care to have me know what is happening to the vessel that will belong to me again five years hence. I, however, own these shares so that I shall get regular share-holders' reports and can guard my interests.

Trying to settle this bill for my services as Sec.-Treas., from June to Oct. 15 induces me to suspect that the Company's new attorneys don't seem to have been given the confidence I should think attorneys deserve. It seems to me that some liabilities of our Company have been ignored, liabilities amounting to several thousand dollars. Yesterday I dropped in at Heen & Kai's office where I chatted with attorney Stevenson - perhaps I am misspelling his name.

I explained to Mr. Stevenson that the crew and other personnel were by general agreement to be paid \$ 150 in cash plus one share monthly. The lawyer replied that it was his understanding they were to get only \$ 100 per month. If Capt. deB. told him that, it is a distinct lie. Is this statement for tax evasion purposes, and then later will the crew be paid a "bonus" of \$ 250 (in cash & share) for each month they worked on the vessel from June-till Sept. 1? Also, why has not Capt. deB., who last got the BLACK Stock Record and Minutes of the Company book from me (and refused to return it to me) turned that over to Mr. Stevenson? He evidently never saw it nor knew of its existence. Here in ink I had written up, and Capt. deB. had countersigned each one, three share-holders' meetings. Why does Mr. Stevenson know only of the fourth meeting which had been typed by Ingman & Hughes? If you will consult it you can see the pin marks whereby I had pinned the typed minutes to the proper page of the BLACK Stock Record book. Before you purchased shares in our Company, was this discouraging debt of \$ 250 per month per person reduced on paper to only \$ 100? This is an honest debt - paid only in part - to everyone and a very definite liability of the Company.

In conclusion, I might add that I own liens or contracts involving our Company as follows:

1. \$ 15,000 purchase option active in 1952.
2. One exploratory trip with companion in aft cabin & bath per year.
3. 30 day option to purchase at book value all shares held by Mrs. Constable or assigns.
4. 30 day option to purchase at book value Mr. Ordonez' shares.
5. A claim close to \$ 5,000 in cash.
6. At least one share, and as a share-holder the right to purchase a proportional number of newly issued stock as well as all rights & privileges accorded any regular share-holder. Thus I can keep track of what is being done to the Cheng Ho.

Though I was still Sec.-Treas., of the Company Oct. 15, I happened to attend a Company meeting, to which I received no notice, at Mr. Heen's office. And the man, to whom I am lending a gun for his special hobby, was rude enough to order me out!

As mentioned before, I included the 5 year - \$ 15,000 contract in the Company papers so that should the wrong people get in control of the Cheng Ho, I could eventually escape them. Those who show a permanently antagonistic attitude during the next years can be separated from the Cheng Ho when I buy her back. The cooperative members, if they choose, then can form the nucleus of a new company. The "Robinson family of Kula" by 1952 may have discovered the truth of the assertions expressed in this letter and may wish to join me in forming a new company built around the Cheng Ho.

Sincerely,

Otto Segener

T. H.

Oct. 30, 1947

1947

Cheng Ho Trading & Exploring Co., Ltd.
c/o Mr. Robinson, Kula, Maui, T.H.

TO OTTO DEGENER, DR.

WAIALUA, OAHU, T. H.
2220 UNIVERSITY AVENUE
HONOLULU, T. H.

1947

June Services as Sec.-Treas. full-time

\$250.00

Degener's "Plants of Hawaii National Park with Descriptions of Ancient Hawaiian Customs and an Introduction to the Geologic History of the Islands", 328 pages profusely illustrated with 96 full-page plates (1 in color) and 44 other illustrations. Not a flora but a non-technical book emphasizing the culture of the ancient Hawaiians as exemplified by their usage of certain plants.

July Services as Sec.-Treas. - half-time

125.00

Degener's "Flora Hawaiiensis or New Illustrated Flora of the Hawaiian Islands," Book I. 336 pages profusely illustrated with 107 full-page plates (4 in color). A flora describing native and introduced ferns and flowering plants, giving their correct common and scientific names as well as range, present and former uses and other facts of interest. Written by the authority on the subject.

Aug Services as Sec.-Treas. - half-time

125.00

Degener's "Flora Hawaiiensis or New Illustrated Flora of the Hawaiian Islands," Book II. 316 pages profusely illustrated with 102 full-page plates. (Continuation of above.)

Sept Services as Sec.-Treas. - half-time

125.00

Degener's "Flora Hawaiiensis or New Illustrated Flora of the Hawaiian Islands," Book III. 310 pages profusely illustrated with 123 full-page plates. (Continuation of above.)

Oct 1-15 Services as Sec.-Treas. - half-time

62.50

Degener's "Flora Hawaiiensis or New Illustrated Flora of the Hawaiian Islands," Book IV. Similarly profusely illustrated. (Continuation of above.)

"Hawaiian Herbarium Specimens", more or less illustrative of the "Flora Hawaiiensis." Sold only to botanical institutions.

\$10.00 per Century

(687.50)
in value

Two-fifths of this sum is represented in shares at par (2 3/4 shares); three-fifths of this sum is represented in cash (\$412.50)

POSTAGE

TOTAL

2 3/4 shares
\$412.50 cash

THE NEW YORK BOTANICAL GARDEN

BRONX PARK (FORDHAM BRANCH P.O.)
NEW YORK 58, N. Y.

PRESIDENT
JOSEPH R. SWAN

VICE-PRESIDENTS
HENRY DEF. BALDWIN
JOHN L. MERRILL

DIRECTOR
WILLIAM J. ROBBINS

TREASURER
ARTHUR M. ANDERSON

Oct. 5, 1946.

Dear Mr. Mulholland:

I wrote Mrs. Archbold last night about
our Cherry Ho chat. I also explained ^{again} that
I desired the vessel very much, and how grateful
I am. Of course, I could not manage a scien-
tific expedition immediately but I see
no reason why I can't rent the

Cheng Ho "as is" to same one on condition
he make all the minor repairs and attending
to upkeep.

I see no reason for seeing a lawyer about
the Cheng Ho, ^{now} I have wired or written by clipper
to the Harbor Master in Honolulu, to Territorial
Tax Office, to an insurance agency, and
to a Honolulu friend who owns a boat.
When I get ^{replies} such information about
~~conditions~~, I am confident I can manage
pretty well. Then, ^{Mr. Archbold} ^{still willing} ^{when} ^{transfer} of owner-
ship is to be made ^{to me} I can engage ^{my} your lawyer
who knows the ^{best} Cheng Ho situation, to give
me the necessary advice about registry, etc.

THE NEW YORK BOTANICAL GARDEN

BRONX PARK (FORDHAM BRANCH P. O.)
NEW YORK 58, N. Y.PRESIDENT
JOSEPH R. SWANVICE-PRESIDENTS
HENRY DEB. BALDWIN
JOHN L. MERRILLTREASURER
ARTHUR M. ANDERSONDIRECTOR
WILLIAM J. ROBBINS

According to my Director, ^{for me} it ^{should} ~~will~~ not
 be difficult ^{for me} to enlist outside help
 to get the vessel into shape for further
 exploratory work and to finance the
^{hiring} engagement of a crew. ^{By the way,} I am fortunate in
 having a returning ~~Navy~~ ^{life.} Commander of the
 Navy as relative. ~~He~~ ^{He} is ~~just starting~~ ^{just starting}
 eager to take charge of ^{South Seas} any expedition.

In conclusion, then, I am prepared
to take over ^{ownership of} the Chey Ho at Mrs. Archbold's
convenience any day and naturally ex-
pect Mrs. Archbold to have no expense
~~in the way~~ with the Chey Ho whatsoever,
thereafter.

Sincerely,

TELEPHONE SEDGWICK 3-3200

THE NEW YORK BOTANICAL GARDEN

BRONX PARK (FORDHAM BRANCH P. O.)
NEW YORK 58, N. Y.

PRESIDENT
JOSEPH R. SWAN

VICE-PRESIDENTS
HENRY DEE. BALDWIN
JOHN L. MERRILL

DIRECTOR
WILLIAM J. ROBBINS

TREASURER
ARTHUR M. ANDERSON

Copy

Oct. 5, 1946.

*With 33
gross income
not to Jan. 1, 1947.*

Dear Sir:

I postponed my sailing for Honolulu, now trying for a reservation on the "Matsonia" for Dec. 19. I will have so much work to do on my arrival in the Islands, please let me now "clean up" my Gross Income tax complete to Jan. 1, 1947.

Can you give me information on the following soon? You no doubt know of Mrs. Anne Archibold's former peculiar Chinese junk

"Cheng Ho". It is a freak boat and was to go to the Navy museum at Annapolis. The war broke out and Mrs. Archbold sold the boat to the Navy for \$100. The Navy stripped her of her furnishings and later "guards" removed her brass fittings I am told (for which they were jailed). The Cheng Ho has been so neglected and abused that several parties to whom she was offered declined to buy her. Her engines are wrecked and she is not seaworthy. The last outfit to whom the Cheng Ho was offered as a gift were the Sea Scouts, as you may have read in the newspaper.

The Sea Scouts, after agreeing to accept the Cheng Ho as a gift, had a chance to look her

475756

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Registered at the Post Office indicated in the Postmark

Fee paid 20 cents Class postage 1Declared value 20 Surcharge paid, \$.

Return Receipt fee. Spl. Del'y fee.

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in person, or order. Fee paid

Accepting employee will place his initials in space

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POSTMASTER, per

MAILING OFFICE)

The sender should write the name of the addressee on back hereof as to identification. Preserve and submit this receipt to ease of inquiry or application for indemnity.

Registry Fee and Indemnity.—Domestic registry fee ranges from 20 cents for indemnity not exceeding \$5, up to \$1.35 for indemnity not exceeding \$1,000. The fee on domestic registered matter without intrinsic value and for which indemnity is not paid is 20 cents. Consult postmaster as to the specific domestic registry fee and surcharge and as to the registry fee chargeable on registered parcel-post packages for foreign countries. Fee on domestic registered C. O. D. mail ranges from 40 cents to \$1.60. Indemnity claims must be filed within one year (C. O. D. six months) from date of mailing.

Mr. Mullolland
Cherry H.D.
acceptance

Oct 10th 1946

Mr. Degener,

We received your letter yesterday.

The Cheng Ho is under the administration of Maritime Commission, Commerce Bldg, Washington, D.C.

The vessel is tied up at West Lock, Pearl Harbor Navy Yard.

She can be tied up at Honolulu Harbor or Kewalo Basin.

Wharfage for the Cheng Ho amounts to \$24.75 per month.
(25 cents per foot)

Harbor regulations does not interfere with other facilities on board vessels.

Fresh water is 18 cents per ton at the pier.

The vessel can remain in port indefinitely.

You can have the Cheng Ho towed to any of the islands by Young Brothers Towing Company. They charge \$30 per hour towing. A trip to Kaula would be about 12 hours towing.

If there is anything I can help you with in future please write.

Yours truly

Captain R. W. Jensen

Asst. Harbormaster

Honolulu.

Hawaiian Airlines**MEMORANDUM**

October 21st, 1943

Dear prof.

How are you and all the others making out? It is soon to be winter and you will be sorry if you don't hurry if you are planning to come back.... Guppy must be getting old and as usual I guess he is still full of pep though. Ah yes, I wish I could just get a wiff of the cold comforting air of winter. It must be beautiful with the trees all turning colors. I miss it.

I was down the other day to see Mr. Freil, Harbor Master for Honolulu. He is located at the Aloha tower on the seventh floor. He told me that official data regarding the ship would have to be furnished before he could regularly say the exact cost of the parking charges and so on. The weight, length, height is what he means by data. And the ship would take up is an important factor in this case. The tonnage is another factor they are concerned with but with what reason? I don't know and did not ask although I made it a point to ask. I cannot see you of all conservation people living on a ship in the harbor. There is another thing. He said that there is space in broken down piers for parking. All big and good

Hawaiian Airlines**MEMORANDUM**

NO. 11 194

are being used or will be. Piers that could not be used for unloading of cargo without it falling between the cracks and landing in the water can be used for parking lots. There is another place however that all fishing boats park when they come in and that is at the Ala Moana Park. Or near it. The army was using it when they were there. Now the army has moved from there and that might be the place. I think you know where I mean. Just to make sure it is where all fishing boats were parked before the war, it is right off the park about a few hundred feet towards Hal.

I could think of a lot better thing to flourish me with a lot of money before making a trip to the South Pacific on an Expedition. The way it now stands, You want to buy the boat, fix it up, painting in/white and fix the motor although I think the body itself will more of cost you than the money and the parking space combined. That is if you are really planning to fix to A-1 condition. The engine really looked good when I went on board her the other month. I don't think that they pulled her away the day that they moved her. I think they used the engine. However if you are planning it I would like to hear something about it first.

Hawaiian Airlines**MEMORANDUM**

NO. 111 194

Oh, I am going to Lani this coming Sunday. Also Hawaiian Airlines is getting the first telephone installed there lucky us. As small as it is we are flying two planes there daily. So I think we are going over on a Sat. afternoon at about 2:45 and stay overnight and come back in the late afternoon on Sunday. We are going to have some or if not very much pine apples.

Going to your writing now, what are you doing about it? Is it all finished? What are you writing now? I saw your book in the Liberty house not so long ago, but when I went back the other day I saw that your book was no longer there.

Oh please send me about 3 or 4 white shirts. around the neck 15 1/2 sleeve length is 30. Those shirts are very hard to get here and it is hard sometimes to run around and look for them at such ridiculous prices. So if you will be so kind as to send the above listed no. I be very happy to reimburse for the proper sum.

Please don't mind my typing I'm in a hurry.....

Good bye and thanks

Pat

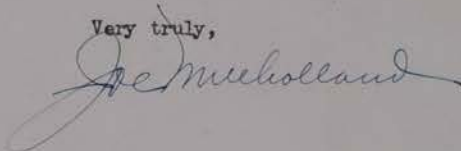

30 ROCKEFELLER PLAZA
ROOM 5436
NEW YORK 20, N.Y.

October 18, 1946

Dear Mr. Degener:-

I have your note of Wednesday and I am glad to note that the charges for wharfage and towing are so reasonable. Insurance while Junk is tied up should not be expensive - so far so good. A note from Mr. McDowell received this morning said he had not as yet received the papers from the Maritime Commission. They have the next move so I guess we better more or less mark time for a little while longer and then have Mac write them if we do not hear from them. O.K. with you?

Very truly,



Mr. Otto Degener
The N Y Botanical Garden
Bronx Park (Fordham Branch P O)
New York 58, N. Y.

JJM

Circ 7-7651

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THAT WE NOW BE ADDRESSED:

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HONOLULU 2
HAWAII, U.S.A.

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GENERAL INSURANCE AGENTS

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P. O. BOX 3050
CABLE AND WIRELESS ADDRESS:
"INSURANCE"

November 23, 1946

Mr. Otto Degener
New York Botanical Garden
Bronx Park
New York City 58, New York

Dear Mr. Degener:

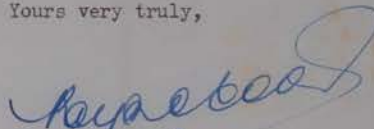
RE: CHENG HO

We are in receipt of your letter of 18th inst., and while basically any type of marine insurance is predicated on a survey showing the vessel to be in a seaworthy condition, we realize that there is little likelihood of the vessel being placed in operation until your arrival in Honolulu about Christmas time.

In order that your mind may be at ease during the period the vessel may be at your risk, until you arrive and discuss the matter further with us, we are placing the cover for public liability as requested, but it is quite likely that we may not be able to continue on the risk.

Please call on us as soon as possible after you reach Honolulu.

Yours very truly,


Ralph C. Scott
President & Manager

RCS:gk

633-5th St -

6 Dec 1846

THE NORFLEETS

211 HEARNEY AVENUE

CAPE MAY, N. J.

John W. Hunt

Dear Otto :-

Just got your letter today. About the sails. There is no telling what condition they are in. Depends on whether they have been kept dry or whether they have been stored under damp conditions where mildew would set in. Of course mildew would ruin them, but I have seen canvas awnings, trees etc that

2

were good after ten
years storage in a ship
hold with yearly use of
course.

I have a friend in
Annapolis, who has just
been made an Admiral
and he is in command of
an experimental station
there. I saw him two
weeks ago when I was
there and I am sure I
can get him to locate
them and find out
their condition. It is

quite possible that they
are in the original boxes
in which they were
created in Pearl Harbor
to be shipped to Croftown.
If so we would have a
problem of receiving
them for inspection, then
recreating them and if
they were good, the logical
thing to do would be to
reship to Pearl Harbor.
I might be able to get
the Navy to take them out

on a transport or supply
 ship as they belong to the
 yacht and no one would
 want ~~junk~~ junk sails
 on this boat except for
 the value of the canvas.

I will have to write
 my friend Clark and have
 him locate the sails for
 me - Then it will
 probably mean that I
 will have to inspect them
 and then take up the
 question officially with
 the navy of having them

Delivered to you. F.O.B.
 Pearl Harbor. You should
 send me a letter authorizing
 me to act for you with
 the Navy for the purpose
 of having the Navy return
 these soils to the Cheng Ho
 as part of its equipment.
 They have to do it as all
 of these yachts, received
 from owners for nominal
 sums were taken
 over on the assumption

to
that the Navy would
return them in as good
condition as possible.

I think we can work it.

I hope you have a pleasant
winter on Oahu. Wish I
could be there with you
and hope to make it in the
future - Aloha &
voyage cardios.

Sincerely,
Lucretia.

Copy

2234 University Ave.,
Honolulu, T. Hawaii.
Dec. 30, 1946.

Dear Dr. Fritchfield:

I am back in Honolulu, and glad of it.

Mrs. Archbold is "sick" of the *Ching Ho*. The vessel, as you know, was sold ^{for the duration of the war} to the Navy for \$1.00 and is now in the hands of the Maritime Commission. She is anchored in Pearl Harbor. I am in Honolulu as Mrs. Archbold's duly appointed agent to take over the *Ching Ho* from the Maritime Commission. Because of the bad treatment and neglect of the boat by the Navy I have thus far refused to accept her — she leaks 6 inches of water per day and requires a gas. engine pump. I accidentally, and I believe this should be kept confidential for the present at least, I have already paid Mrs. Archbold for the *Ching Ho* and have the bill of sale in my pocket. This becomes active the minute Mrs. Archbold gets the junk from the government.

It is my plan to use the *Ching Ho* as a house boat to defray past expenses, and then to use her for exploratory trips as in the past. The following facts regarding the *Ching Ho* situation occur

to me now:

1. The Cheung Ho was badly neglected by the Navy (of course, excusable in war times) so that her estimated value is only about \$15,000. What is not excusable, however, is that Navy personnel stole carvings and machinery to such an extent that court martials and jail sentences resulted. Careful estimates give Navy damage at \$25,000 - 30,000.
2. Mrs. Archbold first planned giving the Cheung Ho to the Sea Scouts in Honolulu and it seems the Navy planned to pay for the repair of the vessel for the sake of the Sea Scouts. Mrs. A., changed her mind for a good reason known to me, and withdrew her proffered gift. The Navy, because Mrs. A. is a woman of great means, presently refuses to put the Cheung Ho into the condition in which they originally received her for \$100. It seems like the old Roosevelt policy of "Soak the rich."
3. The Navy repairs ^{boats} or otherwise reimburses owners of other craft taken over at the beginning of the war for \$100. Why should this not equally apply to the Cheung Ho?

The junk, as you see, is really no longer connected with Mrs. Archbold but confidentially with me. If you are interested in the preservation of this historical vessel and in my furthering Pacific botanical exploration and have the "ear" of Forrestal or other Washington Navy personnel of vision, I should appreciate your writing them your reaction regarding whether you feel the Navy should restore the junk to the condition ^{in which} they originally received her or whether they should let her rot to pieces.

New Year's Greeting to Mrs. Fairchild and yourself.

Aloha,
Otto S. Egner

2234 University Ave.,
Honolulu, T. Hawaii.
Dec. 31, 1946.

Dear Mrs. Archbold:

I visited the Cheng Ho this afternoon. She is a derelict and in horrible shape. You would not recognize her. She is finished!

She leaks about 6 inches per day and must be pumped out by gasoline engine. The mirrors are smashed and even the thick glass of the port holes. Doors of cupboards were wrenched off as the twisted hinges prove. Drunk sailors or others must have shot off guns through the glass of the lounge, smashing everything. The rigging is a wreck, the neglected masts with finger-wide cracks in them due to drying. There must have been a fire on the deck as the charred one-inch depression proves. The caulking is loose and at several places one can look out upon the water through the cracks. The deck actually leaks, dripping rain water into the cabins. The tender has a big hole in her below the waterline and is a total loss. The engines are salty and rusted - one might be salvaged. The steering wheel is smashed and one can see where the vandals ~~chopped~~ chunks out of the raft with an ax or machete. The hull outside is chipped into bits. It is a mystery how much damage could have accumulated in about four years. The boat is a derelict!

I wrote Young Brothers Ltd. (a towing and barge & general shipping company in Honolulu) about the state of the Cheng Ho. I quote from the reply ~~received~~ written Oct. 16 by John A. Young, 1st Vice-President & Manager: "Your letter of October 11 is at hand. It is my opinion after careful survey that you should lay off the purchase of the old Junk Cheng Ho. I went over this boat very thoroughly while it was in Honolulu Harbor, for Mrs. Archbold and later for the Sea Scouts. The rigging is in terrible shape, the hull is no better. The engines have

been submerged for two years and she is absolutely stripped of everything."

I hesitate in writing much more in fear that in your present disgust and anger you may let slip certain confidential information that I got wind of and which might get perfectly innocent and decent people in the greatest of trouble. So please, please, please and again please keep the confidential information strictly confidential.

1) Officials are pretty tight-mouthed about the Cheng Ho scandal but Roy, my Hawaiian boy, somehow got on board the boat and being part-Hawaiian and insignificant-looking, fraternized with the sailors in charge. They told him that the Navy guards ~~same~~ Navy guards stripped the Cheng Ho of brass fittings, were court martialled and sent to jail for two years for it. Naturally, this is just a rumor that I cannot ~~proof~~ prove. But I saw Lt. V. Smith, District Craft Officer, Pearl Harbor, day before yesterday. He is a nice fellow - youngish - and I mentioned the court martial. Smith admitted that carvings were stolen, leading to the court martial. I assume Lt. Smith would minimize any Navy scandal and that we are pretty safe in stating that - carvings as well as machinery and other parts of the Cheng Ho were ~~stolen~~ ^{captured} by Navy personnel due to gross negligence on the part of the Navy. The Navy certainly did not remove Cheng Ho parts legitimately to put into other ~~naval~~ naval vessels. John A. Young's statement that "she is ^{stripped} stripped of everything" obviously refers to outright theft. (I don't want Roy involved in this controversy nor the loquacious guards who talked to him)

2) I visited Harry Ayres, Maritime Commissioner. He is in the early ~~thirties~~ ^{thirties} thirties and a very pleasant person. He assumed I had come to take over the Cheng Ho ~~blissfully and without difficulty~~ ^{consequently he had not made} ~~any difficulty~~ ^{and was unacquainted with the} case, himself familiar with the case. I told him I had come as the representative of the owner, namely you. Further more I frankly told him that off the record, I had purchased the boat from you, it to come into my possession the minute he, as maritime commissioner,

released it to you. I brazenly asked him ~~if~~ ^{to} what extent repairs on the Ching Ho had been completed. He replied he knew nothing about them, in fact, knew little about the Ching Ho except that he was to turn her over to me. I stated that other boats, sold to the Navy, were repaired before return to their owners and saw no reason why the same ruling should not apply to the Ching Ho. He then off hand advised me to hunt up ^{other names of owners after repairs} ~~names of owners~~ ^{(of which there must be many) in which} repairs were made before return to the Navy. ^{He advised me not to let the Navy know I was buying the boat.} I had a strong case in my favor. (Now, naturally, Mr Ayres ^{might} get into trouble if anyone were to learn about his advice to me as it is distinctly not to the advantage of the Navy and hence I really hesitated ^{repeating} ~~repeating~~ the above.

3.) Mr. Ayres was called out of his office by some visitors and ~~passed~~ handed me ~~all~~ his entire Ching Ho files for study. This, ~~most~~ ^{most} ~~prob~~ he probably should not have done because of the frankness of some of the correspondence. I cannot remember the details but do remember the main features.

One long letter ^{in the Ayres files,} ~~gave the present value~~ by some Navy investigator, gave the present value of the Ching Ho at \$15,000. There likewise was a most carefully itemized statement of precisely how much it would cost to repair each individual part of the Ching Ho, such as caulking decks, repairing or replacing individual pieces of machinery, cleaning this and that, etc. This imposing list made up about a full typewritten page and its total came to \$28,000. Thereafter followed ^{so} suggestions as to what to do about the Ching Ho, an illogical unjust attitude reminiscent of the discredited Roosevelt administration which was out to "soak the rich." Because of this downright unfairness (and my greed to get the vessel at least moderately fixed up by the Navy), I took the liberty of refusing to accept the Ching Ho in its present dilapidated condition for you. The Navy has waited this long ^{so} ~~long~~ ^{at this time} ~~longer~~ there is no reason they can't wait a couple of weeks ^{in effect} ~~longer~~ in the return of the boat. Here is the ^{present} ~~Rooseveltian~~ logic: The Naval authority suggested that the Ching Ho be returned to you "as is, where is," in its ^{present} ~~dilapidated~~ state because you are a woman of great means and can ~~not~~ afford to accept ~~it~~ that way!!!!

As an alternate but less desirable plan, he recommended you be reimbursed for the \$28,000 so you can hire your own shipbuilder with that cash to have the Cheung Ho repaired. Since the Navy authority himself gave these two methods, I feel I should refuse accepting the Cheung Ho in its present wrecked condition, hoping the Navy will lose patience with ~~me~~^{us} and adopt the second plan of paying you \$28,000 damages ~~with~~^{at} time of return of the Cheung Ho.

4.) My commander relative (and I don't want him to get into trouble) wrote me, when mentioning the Cheung Ho's sails being in storage in Annapolis: "----- as all of these yachts, received from owners for nominal sums were taken over on the assumption that the Navy would return them in as good condition as possible."

5.) I may be wrong but from the newspaper clipping I mailed you about the Sea Scouts, Wade Warren Thayer and Cheung Ho, and my conversation with Joe Mulholland, it seems to me that the penniless Sea Scouts (I know they are penniless, from local information) were going to fix up the Cheung Ho with cash coming from the Navy. The Sea Scouts, I believe, are a private outfit like the Salvation Army but I am not absolutely certain. If the Navy is willing to recondition the Cheung Ho for an organization, never in any way connected, why should they not do so to the patriotic owner who turned the vessel over to the Navy during the War emergency?

6.) I have written Wade Warren Thayer that reconditioning of Cheung Ho would cost \$25,000 - \$35,000. Then I state: "I believe you will agree with me that the Sea Scouts are unable to invest such a sum in reconditioning the vessel properly, and that there is no evidence that they can raise such a sum within a reasonable time." I am of course trying to trick him into writing that the Navy offered to recondition the Cheung Ho for him. That would be an interesting and valuable letter to have.

7.) If the Navy never told you that the Cheung Ho has been wrecked by vandalism and thefts, they simply tricked and cheated you in bad faith if they got you or your representative (lawyer) to sign any agreement to accept the boat "as is, where is." So provisionally, I am refusing to accept the boat for you until the Navy does something about it or you advise me further.

8. I don't know but I suspect the Navy used the duty assessment on the Chung Ho as an argument to trick the boat's acceptance in the present condition which they wrongfully kept secret from you. The duty was probably guessed on Chung Ho going into Navy. The statute of limitations ^{may have} ~~may have~~ ^{probably} anyway wiped out the duty assessment. Here, of course, I am trading on their ignorance.
9. Don't let anyone say the Chung Ho received the bullet injuries during the war. The boat was in Honolulu harbor during the Dec. 7 raid and not in Pearl Harbor. Furthermore, the chips on the bullet holes in the glass of port holes and lounge windows is on the outside. This proves that the bullets came from inside the Chung Ho and pushed the glass chips out ward as they passed through the glass.

The Chung Ho situation is actually a scandal of ~~major proportion~~ which we should hush hush at least as long as possible.

I think the attitude for us to take is to be glad for past Chung Ho trips, pleasures and accomplishments and not look forward to any further accomplishments. It is sad to see the boat in its present state by those who knew her in her prime.

Sorry I have nothing but bad news to send.

Alaha,
@th

I shall rush you
any additional
news as soon
as I get
it.

P.S. Jan 2. A.M. Was just going
down to post office to mail this
letter to you when Lt. V. Smith
phoned, giving me the answers to
his telegram from Washington.
It reads:

"Former owner previously ad-
vised by CNO that Navy cannot
use Naval fund for recondi-
tioning surplus vessels. They are
to be returned "as is", where is "any
equipment removed from the
vessel and in storage should be
placed on board at time of delivery."

in board. I don't think there were
any carved panels left in board for
her to take or to take to steal. It will
be interesting to know what response you
get from Congressman Farnsworth & his
letter to Dec. Forestal. Can you use the
big stone & see how I have you found the
center yet or all you want with the - if
dry dock. So many people ask questions
what but do you have much further
not there. I enjoy your letter and
hearing what the progress you are
making. Every thing beautiful here
the place very full of British nobility
rats for a sinking ship I fear.
A while he came that your package
for Honolulu is at the customs. The
Saxtons are coming & too the
afternoon. I will just a post card to the letter
All good wishes

← signature of -
Mrs. Anne Archibald

Nassau Harbour. March 7 (1947) Dec 10th
 I came back for a trip to the Mt Islands
 getting. found several letters for you the
 last one Feb 26 asks about the 3 shot guns.
 2 rifles ^{they} belong to the Chung Ho equipment.
 so do as you like with them. Hankes
 Masters Jensen is right the Chung Ho was in
 good condition when the Navy took her
 over. I do not know any one else to write
 to on this subject. I never told any one to
 get off the coffee letter for the Chung Ho. I
 think you are managing the all very well
 I am sure having the callers work for
 functions about the water line in the Hall
 until you can get her in dry dock - the
 thing I do until the Fresh Island
 Salvage Co can get her in dry dock
 you will be a sea faring man before
 you know it. I will write of the
 same mail to Mr. Corbaley and the
 guns. they are a trucker lot
 not there. You do you like him.

Mr. Corbaley, Sydney - Australia
 Can tell me about a month ago he will find out the
 ship was at the time of the Chung Ho. Who gave them
 the money to get the
 get the

Full Rate	
Code Rate (CDE)	
Deferred Rate (LC)	
Radio Letter (NLT)	<input checked="" type="checkbox"/>
Urgent Rate	

Mackay Radio

RADIOGRAM

THE INTERNATIONAL SYSTEM

CHECK
<i>C. B. J.</i>
Receiver's Number
<i>Jan 1/49</i>

Send the following Message Full Rate unless otherwise checked subject to the terms on back hereof, which are hereby agreed to

*Archbold care, Mrs Walter Jones, Villalba
Puerto Rico*

*Chengho shambles due outrageous neglect
vandalism pilfering requiring court martial
and jailing present value fifteen thousand
and needs repairs thirty thousand which res-
titution in navy provisionally declines evidently
because wealth of owner so presently re-
fusing acceptance letter following*

Oh

4.30 + 43 tax

FOR MESSENGER, TELEPHONE 6031

Sender Please Sign Name and Address on Reverse Side for Reference.

429
 former owner
 E NO that Navy cannot use land
 funds for reconditioning camp.

- [illegible]

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 language of the country of origin or destination or in French. Text must be entirely written in the plain language.
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GENERAL OFFICES

22 Battery St., San Francisco, Calif.

HONOLULU OFFICE
713 Bishop Street, Honolulu, T. H.
Telephone 5031

Sender's Name: Q. M. A.

Sender's Address.

(Copy)

2234 University Ave.,
Honolulu, T.H.
Jan. 1, 1947.

Dear Mr. Thayer:

I am here now to see into the status of the Chey Ho. I am familiar with the vessel, having sailed in her in Fijian waters.

I inspected the Chey Ho yesterday, with a friend conversant with machinery. We find her a shambles! We estimate it would cost between \$25,000 and \$35,000 to recondition the vessel.

I believe you will agree with me that the Sea Scouts are unable to invest such a sum in reconditioning the vessel properly, and that there is no evidence that they can raise such a sum

within a reasonable time.
Greetings of the Season.
Sincerely,

Otto Degener

Copy to Fairchild,
Merrill,
Rollins, Swift

2234 University Ave.,
Honolulu, T. H.
Jan. 3, 1947.

Dear Dr. Fairchild:

I went through the *Ching Ho* in West Loch,
Pearl Harbor. ^{and saddened} She is a shambles! You ^{will} be interested,
I know. ^{the Ching Ho} could have
deteriorated to such an extent in four years. The
hull is badly "lacerated" perhaps by ^{being} ~~having~~
^{moored} ~~anchored~~ the boat against rough coral. One
of the main horizontal beams is ^{just within hull} cracked,
perhaps due to some heavy blow or collision.
~~is~~ The caulking is so loose in the hull that
in some places one can look out upon the
ocean "landscape". The deck leaks, allow-
ing rain to pour into the cabins. The
deck near our lounge is scarred about an
inch deep by some fire. The *Ching Ho* ^{regularly} leaks
about 6 inches daily and must be pumped out ^{to keep}
her ^{afloat}. The interior is in terrible condition
and filthy. Last October I wrote the Vice-President
of Young Brothers, a Hon. shipping concern, about
the *Ching Ho*. He replied in part: "I went over this
boat very thoroughly while it was in Honolulu Har-
bor, for Mrs. Archbold and later for the Sea
Scouts. The rigging is in terrible shape, the
hull is no better. The engines have been

submerged for two years and she is absolutely stripped of every thing. "Young's statement is correct. The engines and machinery — what is left after their stripping by ^{in Navy} thieves — is rusted and evidently ^{rather} worthless.

The doors of the cupboards and elsewhere have been wrenched off and probably thrown over board by vandals. I can see that by the twisted hinges remaining. The mirrors have been broken. The toilets of course do not work and are filled with ^{vicious} ~~vicious~~ rather filth. It looks as though insane or ~~vicious~~ ^{degenerate} had gone through the interior. You know how thick the port hole glass is. This has been shot out from the inside. Likewise the windows in the lounge and on deck are broken, mainly by shooting. One can see that around the bullet hole on the outside of the glass, radiate chips and splinters of glass proving that the shots came from within and pushed the glass splinters outward.

The railing has been hacked either by means of an ax or cane knife. The steering wheel is wilfully smashed. The useful tender has a large hole in her below water line and is a total loss. The masts have dried out and show cracks thick enough to enable you to insert your finger.

to Mrs. Archbold's agent, authorized to take
over the Ching Ho from the Maritime Commission.
I refuse to accept her in her present condition.
This is not war damage at all. The Ching Ho
was in Honolulu Harbor Dec. '7 when the
Japanese attacked Pearl Harbor. And the bullet
holes came from within, not from without.

Mrs Archbold gave the ~~How~~ Ching Ho to the
Navy for \$100 ^{for the duration of the war} ~~for the duration of the war~~
~~she did not turn her over for vandalism and demolition~~
war service. ^{\$100} I believe the Navy has either repaired
the damage to such vessels before returning them to
the owners or has given the owners a check
to cover the damage so they can have their vessel
repaired by their own shipbuilders. ~~XXX~~ The
Navy values the Ching Ho at present at about
\$15,000 and estimates the repairs necessary to
be about \$²⁸30,000. This damage is not legitimately
war damage. It is due to criminal negligence and
abuse and outright theft by Navy personnel.
~~It~~ In fact, it is common knowledge
that the Navy culprits were Court Marti-
aled and jailed for about two years.

Now here is a strange unAmerican, rather
Communist and Rooseveltian attitude of the
present U. S. Navy: It has come to my
knowledge that it was recommended
that 1.) Preferably the Ching Ho be return-
ed to her owner "as is, where is" because

the owner is a lady of great wealth and can afford to accept her in that condition!

The alternate and less desirable plan is that 2) The Navy return the Chey Ho and pay Mrs. A. the \$28,000 so she can have the Chey Ho repaired herself.

^{Roosevelt} This sounds like the old discredited ~~Naval~~ policy of "Soak the Rich".

Thus far I am stuck: The Navy insists on returning the Chey Ho to me as Mrs. A's agent "as is, where is." I, on my part, refuse to accept her without some restitution.

Have you any advice?

Aloha,

Otto Degener

6 Jan 1947

THE NORFLEETS
24 KEARNEY AVENUE
CAPE MAY, N. J.

633-5446
Johnston Mf.

Dear Peter: - just received
your interesting letter
about the Chryso. I am
unable at the moment
to give you names of
people who had their boots
restored. Will have to
go to Philadelphia to get
this information and at the
moment we are snowed
in here.
I think you are pro

Ceding on proper lines in
 the matter, as the Navy
 is probably obligated to
 return the yacht in good
 condition. The conversion
 of course from a luxury
 yacht to a Patrol
 boat ruins a yacht
 for private ownership
 afterwards unless extensive
 reconversion takes place.
 \$28,000⁰⁰ sounds like a
 small sum to me, from

the changes I saw made
in similar sized craft
in Philadelphia.

Whether the Navy is
legally bound to restore
the ship to its original
form or not on the con-
fidence that Mrs. A. H. H. has
from the Navy Dept. She
probably had them the goods
for a dollar with no strings,
in which case the Navy,
legally could keep it, and
could not be forced to
do any repairs. This is

4

What I have to find out
in Washington as soon as I
can get down there. I
have written letters
to Grunofelis about the soils
but haven't received any
reply as yet. Am planning
to inspect them before getting
the money to ship them -
Will send you info by
air mail as soon as I get
any as always
Sincerely,
C

January 9: 1947

W. M. JONES

Dear Otto. Your telegram came about a week ago
and your two letters. ^{the last one of January}
2: came yesterday. **HACIENDA LIMON**
VILLALBA,
PUERTO RICO
Greek work. They make
us feel sick but the thought comes to me this morning
that if the Navy can destroy a large part of the fleet
and so many of the men then other countries, what
matter could a Greek be to them just as other
scandal which Washington is too full of at present to
even listen to. But some how we still hold on to the
idea of honesty even though it appears not to profit.
I imagine the U.S.S. (Navy) using Mr. Wiseman ^{Captain}
after we signed a paper to them saying how dishonest
he is. I have been told he put him self in serious trouble in
Manilla, do try to find out, getting information of ships & the
money. I believe but I know nothing definite. I leave the
disposal of the thing to you, entirely in your hands she is
yours & do with as you think best. What conditions ^{on the}
does she want, the ice boxes and the bath tub? have they
been lost too. It will be interesting to know if you can
get anything out of the Navy. The idea of using her as a
house, filled up on the shore is a good one I think if
you can accomplish it. You have chosen a most
satisfactory occupation in life. The less we know of
Government, its scandal, the better. I sent a copy
of your telegram & you had followed telling him &
ask you to sell for \$15.00, the price you mentioned
as valuation. I don't know of this ^{telegram} has been sent.
disregard it. don't wait for any decision on my part
do as you think best. and was forced to go.

It is perfectly beautiful here in the mountains.
I plan to fly across to Nassau arriving there January 24
so your next letter better be there. I understood that
the question of duty on the yacht disappeared as her
acceptance of the Navy for nearly a year & half I have
been ^{troubled} and have really suffered over this yacht question.
I only hope you will have some pleasure from her
to let me hear. She is very heavy & under if she
might sink out of sight in the sand unless you
build a foundation. You might use her for a
dog house. It will be interesting to hear what
you find in the crates. Were the state room
doors in place. They tell me the handles for the
drawers were in the crates. I am quite sure I
never care to go to Honolulu again. I had dinner with
Admiral. Mrs. Murray in San Juan last week he was one of
the three admirals who helped me cable Mrs. Roosevelt during
the China Ho. The President accepted her as a model vessel
to be sent to Annapolis Academy as soon as possible for the
war to show the Cadets how the Chinese sailed their yachts.
I have all the letters you might care to see an advertisement
for the public & see how it looks like now. What a party.
Must get this to the post. Best to you.

P.S. I find your letter clipping. I did not find the China Ho for you
with enclosed no paper clipping. I did not find the China Ho for you
as a paper boat. The President accepted it for Annapolis as I
have written. He says he has written you. I only hope he
is not confusing things. - Let me hear - A.D.

THE NEW YORK BOTANICAL GARDEN

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TREASURER
ARTHUR M. ANDERSON

DIRECTOR
WILLIAM J. ROBBINS

January 10, 1947

Mr. Otto Degener
2234 University Avenue
Honolulu, T. Hawaii

Dear Mr. Degener:

I have your letters of December 30th and January 3rd. I am very sorry indeed to hear of the situation of the Cheng Ho and the difficulties you are experiencing with the Navy Department. I don't know that anything we can do will be of any assistance, but I will make what efforts I can. I showed your letter of January 3rd, as you asked, to Miss Greenwell. Unfortunately, Mr. Swan is now in Florida on a vacation which makes it a little more difficult to present the matter to him than it would be if he were here in New York. I have also explained to Mrs. Harper that nothing can be published on the Cheng Ho. I have even asked her not to publish the item which you included with your letter of December 30th.

I hope that the storm reported in detail in the papers here did not further injure you or your property.

When you have time from your absorption with the Cheng Ho, I should like to know what damage you suffered from the tidal wave.

I saw Dr. *Catala* here in New York a few days ago. He is on his way to New Caledonia, where he is to be the director of a French biological institute. He expects to stop in Honolulu, and I gave him your name. You may hear from him.

We all miss you very much and send you our best wishes. Hoping that things will straighten out in time,

Sincerely yours

William J. Robbins

William J. Robbins
Director

Copy

2234 University Ave.,
Honolulu, Hawaii.
Jan. 12, 1947.

Dear Dr. Robbins: Norfleet, Mulholland, Merrill

The Ching Ho situation is still a stalemate. I have, however, a little more ammunition.

You may remember I wrote you that the Navy recommended two methods of disposition of the Ching Ho:

1. Return the Ching Ho to owner with check of \$28,000 so she can make her own repairs.
2. Return the Ching Ho to the owner in her present wrecked condition (without the check) because Mrs. Archbold is a lady of great wealth and can afford to accept the Ching Ho in that condition. This last policy seems execrable to me an Unamerican.

Mrs. Archbold first planned giving the Ching Ho to the Sea Scouts in Honolulu until I spilled the apple cart. I have been corresponding with the local head of the Sea Scouts, Mr. Wade Warren Thayer, and in his letter of Jan. 7 got a very interesting and valuable statement:

"The Honolulu Council, Boy Scouts of America, would have been very glad to have accepted the Ching Ho and to have made use of her in the Sea Scouts program, but after examining her and seeing her condition and after a communication from Mrs. Archbold's attorney, that the title we should receive would be only qualified and that even the money which the Navy is to pay for reconditioning would not come to us, it was quite obvious that we could not accept the gift."

What interests us is merely what I have underlined. Here we find that the Navy is willing to recondition the Ching Ho for a private organization (though a worthy one) in no way connected with the Ching Ho. Yet, the Navy refuses to recondition the Ching Ho for the patriotic owner who turned her over to the Navy during the war emergency! The only reason seems to be because Mrs. Archbold is a lady of great wealth. It is the old undemocratic and distasteful Roosevelt policy of "Soak the Rich." Please tell Mr. Swann.

Aloha,
Otto Degener

2234 University Ave.
Honolulu, Hawaii.
Jan. 12, 1947.

Dear Dr. Fairchild:

I have your air mail letter of Jan. 5 before me. Of course, it would not be fair for me to do any thing of which Mrs. Archbold would not approve. But due to your close connection with the *Ching Ho* and your book about the Garden Islands of the Great East you visited in her, I feel you should know what has ^{happened} and is happening. First I shall proceed to answer your questions before reporting the precise physical condition of the *Ching Ho* as I saw her lying in West Loch, Pearl Harbor.

1. Regarding the boat becoming my property as soon as she is released by the Navy, I herewith enclose a copy of the bill of sale. Mrs. Archbold has my cheque (considerable more than \$100) for the sale of the *Ching Ho* to me. I, and Mrs. Archbold likewise understand it so, became the owner automatically upon the *Ching Ho* being transferred from the Navy to her. I believe, however, that it is no ^{concern} of the Navy how Mrs. A. disposes of her vessel. The Navy, particularly because of their culpable or criminal negligence of the vessel, owe it to Mrs. Archbold to recondition the boat, ~~whatever~~ no matter what Mrs. Archbold's ~~disposal~~ final disposition of the *Ching Ho* may be.

2. You ask whether I have plans that will enable me to run the boat or whether I must depend on what she can earn through being rented. It is true that I have a modest independent income that enables me to ~~to~~ own a Honolulu house and a separate beach house 30 miles away, and that I have been able to live the life of a "professional loafer" since 1927 and publish my own books with my own funds. During the past year, however, due to the loss of books by war and tidal wave, I have reprinted 6000 copies of my "Plants Haw. National Park" and am reprinting 3,000 copies of my "Flora Hawaiensis, Books 1, 2, 3 and 4. Hence my printing ^{exceed} bills alone during the last 13 months ~~exceed~~.

\$10,000. With this unexpected expense, in addition to that of purchasing the *Cheng Ho*, I cannot afford a large outlay for upkeep of the vessel. It is not until next year¹⁹⁴⁸ that I can afford to "sink" \$4,000 into her without much hardship to me personally.

A relative of mine, ~~retired~~ J. P. Norfleet, a retired Commander ~~in~~ the Navy, is very eager to assume command of the vessel. He maintains he can get a crew of veterans who would go just for the trip. Richard B. Slack, ~~wrote me~~ Representative of the U.S. C.C. wrote me Jan. 2, "Your contemplated work and your plans for scientific research, using the former junk-yacht 'Cheng Ho', is of great interest to the U.S. Commercial Company, P.O.A. As you know, however, the U.S. Commercial Company is not a scientific organization, although it has the honor of directing and correlating the work of a number of scientists loaned from several government departments and private institutions during the recent Economic Survey of Micronesia. The P.O.A. office of USCC will continue to be interested in scientific research in the Pacific area and will do everything in its power to cooperate with expeditions or individual scientists in their work. This cooperation could include assistance here and in the field in such matters as office space, transportation, and consultation." The above is a kindly letter with of course no financial assistance.

I believe Drs. Robbins and Merrill ~~can~~ would aid with grants but ~~that would~~ I have never approached them on this subject. In conclusion, your question cannot be answered favorably, particularly as I have not the slightest idea what it would cost per month to run the *Cheng Ho*. Yet, I think you should not forget that for a score of years, I have botanized in Hawaii on my own funds and time, scattering and publishing my & my herbarium specimens largely as gifts throughout the world. I won't change my habits at this late stage. If the *Cheng Ho* is re-conditioned by the Navy and I cannot dig up sufficient funds for an expedition, my owning this vessel will enable me to increase my income which always goes into collecting work, in this case in the ~~the~~ twelve little yet botanically little-known Hawaiian Islands.

I believe I have answered the first question with ⁽²⁾ satisfaction but not the last about funds.

I ^{inspected} ~~visited~~ the Cheung Ho Dec. 31 in Pearl Harbor. She is a derelict and in horrible shape! You would not recognize her. She leaks about 6 inches per day and must be pumped out by gasoline engine to keep her afloat. The mirrors are smashed. Doors of cupboards and elsewhere were wrenched off as the twisted hinges prove. The doors are nowhere in sight. Drunk sailors or others must have shot off guns through the glass of the lounge, port holes and elsewhere, smashing every thing. This is not legitimate war damage. The Cheung Ho was safely anchored in Honolulu harbor when the Japanese attacked Pearl Harbor. Furthermore, glass splinters and chipping is on the outside of port holes and panes, proving the shots came from within the vessel and not from without. The rigging is a wreck, the neglected masts with finger-wide cracks in them due to drying. There must have been a fire on deck as the charred one-inch deep depression shows. The caulking is loose and at several places one can look out upon the water through the cracks. The deck actually leaks, dripping rain water into the cabins. The toilets are clogged with indescribable filth. The tender has a big hole in her below the waterline and is a total loss. The engines are salt- and rust-~~and~~ encrusted. The steering wheel is smashed and one can see where the vandals hacked chunks out of the rair with an ax or machete. The hull outside is "chewed" into by continuous rubbing against something rough. It is a mystery to me how the boat could have become such a complete derelict within four years!

I early wrote Young Brothers Ltd (a towing and general shipping concern in Honolulu) about the state of the Cheung Ho. John A. Young replied Oct. 16 "Your letter of October 11 is at hand. It is my opinion after careful survey that you should lay off the purchase of the old junk Cheung Ho. I went over this boat thoroughly while it was in Honolulu Harbor, for Mrs. Archbold and later for the Sea Scouts. The rigging is in terrible shape, the hull is no better. The engines have been submerged for two years and she is absolutely stripped of everything."

It is an open secret that Navy guards were court-martialed and jailed (I believe for two years) for stealing carvings and brass fittings from the Cheung Ho.

I saw a document written by a Navy inspector concerning the Cheung Ho. He valued the Cheung Ho now at only \$15,000. Next he gave a long itemized list of the different engine and boat parts, stating precisely what he thought would be required for their repair. I cannot re-

number the details, but his summary was that it would cost about \$28,000 to get the boat in the condition in which the Navy took her over from Mrs. Archbold for a dollar. He mentions alternate plans for the disposal of the Cheep Ho. The less desirable one, according to him, is to return the Cheep Ho in her present state to the owner with a check for \$28,000 so she can have her repaired herself. The preferable plan, according to him, is to return the Cheep Ho to Mrs. Archbold "as is, where is," in her delapidated state because Mrs. Archbold is a woman of great wealth and can afford to accept her in that state. I don't see the logic of that at all. Why penalize Mrs. A. because of her wealth? It is the old Roosevelt policy of "Soak the Rich."

The above recommendation seems to have been followed as ~~the following~~ I shall explain: Mrs. Archbold first planned giving the Cheep Ho to the Sea Scouts in Honolulu. She then changed her mind. I have corresponded with the local leader of the Sea Scouts, Mr. Wade Warren T. Hayer. In his letter ~~to me~~ of Jan. 7 to me he writes "The Honolulu Council, Boy Scouts of America, would have been very glad to have accepted the Cheep Ho and to have made use of her in the Sea Scouts program. But after examining her and seeing her condition and after a communication from Mrs. Archbold's attorneys that the title we should receive would be only qualified and that even the money which the Navy is to pay for re-conditioning would not come to us, it was quite obvious that we could not accept the gift." The only part of this letter that concerns us is what I have ~~and then~~ underlined.

The Sea Scouts ~~are~~ ^{is} a private organization of considerable merit but in no way connected with the Cheep Ho. The Navy evidently promised to recondition the vessel for the Sea Scouts. Why then does the Navy refuse, after criminal negligence requiring court martial, to make good their own damage for the patriotic ~~owner~~ owner who turned the vessel over to them during a national emergency. This seems not only illogical but extremely unjust to me.

Aloha,
Otto Siegen

FAST



RCA

DIRECT



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ENJOYING BATTLE OVER JUNK HOPE YOU WORK OUT GOOD DEAL HOWEVER HAVE IN
MIND JANUARY TWENTIETH DEADLINE YOUR ACCEPTING AS OUR AGENT

JOE MULHOLLAND

CFM RCF747 2234

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U. S. GOVERNMENT PRINTING OFFICE 16-53221

C/o Commander
S. B. D. Wood,
Legal Dept., Pearl Harbor, Oahu.

2234 University Ave.,
Honolulu, T. Hawaii.
Jan. 17, 1947.

My dear Mr. Rathbun: I herewith submit a report and ~~resulting claim~~ ^{resulting claim} against the Navy to you for ~~the~~ ^{the} ~~boat~~ ^{boat}.

The 98 ft. long, 100 ton Chinese junk-yacht, "Ching Ho," owned by Mrs. Anne Archbold, Washington, D.C., was sold before the War to the Navy for \$1,000 on condition that she go to the Museum at the Naval Academy at Annapolis. This boat, built of teak and camphor wood, was used for botanical exploration by the famed botanical explorer David Fairchild in the South Seas (see David Fairchild, "Garden Islands of the Great East," Scribners, 1943.) She was later used by myself, as guest botanist of Mrs. Archbold, to botanically explore the Fiji Islands (see "Sargentia" I, Harvard, 1945).

The Ching Ho never reached Annapolis. She was in Honolulu Harbor when the Japanese struck Dec. 7. The boat was consequently used, it is said, during the emergency as a patrol boat in Hawaiian waters.

I am now in Honolulu as Mrs. Archbold's agent, and am authorized to take possession of the Ching Ho for her from Mr. Harry Ayres, Aloha Tower, Honolulu, Maritime Commissioner. The Navy wishes to return the Ching Ho "as is, where is" to Mrs. Archbold. I, on the other hand, protest the return of this boat (originally valued at ap-

2

proximately \$100,000) without her being first reconditioned by the Navy or funds being supplied by the Navy to make her at least seaworthy again.

The reasons for my petition for reconditioning, or payment to have this done privately, are the following:

1. The boat was sold to the Navy for \$100 as a Museum piece for preservation at Annapolis. Due to the war emergency she was used otherwise by the Navy in Hawaiian waters. She was so negligently treated as no longer to be acceptable at the Naval Academy at Annapolis for the purpose for which she had been sold for \$100 by the owner.
2. She was "wrecked" by pilfering and vandalism by Navy personnel while under the jurisdiction of the Navy. This was not due to legitimate war damage but to culpable and criminal negligence, as the following four items show:
 - a. The thefts were serious enough to ~~necessitate~~ ^{warrant} court martials and jail sentences.
 - b. A high Navy inspector valued the \$100,000 *Ching Ho* after the neglect and thefts at only \$15,000 and conservatively estimated that it would cost \$28,000 to recondition her.
 - c. A disinterested party, John A. Young, Vice-President of the shipping firm Young Brothers Ltd., Honolulu, inspected the *Ching Ho*

and in his letter to me of Oct. 16, 1946, wrote:

~~"Your letter of Oct. 11 is at hand. It is my opinion after careful survey that you should lay off the purchase of the old Junk Cheng Ho."~~ I went over this boat very thoroughly while it was in Honolulu Harbor, for Mrs. Archbold and later for the Sea Scouts. The rigging is in terrible shape, the hull is no better. The engines have been submerged for two years and she is absolutely stripped of everything.

d. I inspected the Cheng Ho in Pearl Harbor ^{in Mrs. Archbold's Sec.} ^{again} on 31, 1946 and ^{as advisors} a few days ago. In all I had with me five different people, namely professional engineers, carpenters, boat builders and a business man. Our inspections disclosed the stripping as mentioned by John Young. It also disclosed major injury and lacerations of hull, caulking loose enough to show the seascape through cracks of hull and to allow rain to pour into staterooms through deck, doors of cupboards and elsewhere wilfully wrenched off and missing as the remaining twisted hinges prove, steering wheel and railing wondrously hacked with ax or machete, one-inch deep depression in deck where fire had burned, tender worthless with gaping hole below water line, and thick port holes and glass of lounge windows purposely shot out from the inside as chipping of glass on outside of panes shows. This is not war

4
damage. The Ching Ho was in Honolulu Harbor during the attack of Pearl Harbor miles away. It is due to outright vandalism. The vessel likewise leaks 4 inches per day and must be pumped out to keep from sinking as steel is heavier than water. The diving and the company

3. It is common knowledge that the Navy re-conditions ^{many} vessels suffering from even legitimate war damage before their return to the owners who had "sold" them for a nominal sum like \$1⁰⁰, or reimburses the owners for such damage. In the case of the Ching Ho, the damage was actually criminal and for that reason I believe deserves priority in being made good.
4. There is a document in Honolulu written by a high Navy official recommending how the Ching Ho should be disposed of so far as the Navy is concerned. He suggests two plans which, in effect, read as follows:

First and less preferably the Navy is to return the Ching Ho to the owner with a cheque for \$28,000 to make good for the damage.

Second and preferably the Navy is to return the Ching Ho to the owner "as is, where is," without any recompense at all because the owner is a lady of great wealth and can afford to accept the vessel in that delapidated condition.

(Here the Navy follows the unjust, almost Communist and hated Roosevelt policy of

"Soak the Rich.") The Navy document is not⁵ the only evidence of this scandalous policy that at a less busy time would interest Congressional inquiry. This policy ^{"soak the rich"} has actually been put in practice as the following shows:

Mrs. Archbold, not then aware of the great damage, first intended to donate the Cheng Ho to the Sea Scouts in Honolulu on the vessel's return to her by the Navy. She then learned that the Navy, who refused to recondition the boat for her, the actual ~~to~~ owner and patriotic donor, was perfectly willing to expend funds to recondition the boat for the Sea Scouts who were never connected with the Cheng Ho and are actually a private (albeit a worthy) organization. The following extract, of which the underlined part interests us, from Mr. Wade Warren Thayer, head of the Sea Scouts and written to me Jan. 7, 1947, shows this:

"The Honolulu Council, Boy Scouts of America, would have been very glad to have accepted the Cheng Ho and to have made use of her in the Sea Scouts program, but after examining her and seeing her condition and after a communication from Mrs. Archbold's attorneys that the title we should receive would be only qualified and that even the money which the Navy is to pay for re-conditioning would

not come to us, it was quite obvious that we could not accept the gift."

I returned to Honolulu Dec. 25 last as Mrs. Archbold's agent to look into all angles of the Ching Ho affair and sent my report to Mrs. Archbold. Due to these revelations she is disgusted and sick about the unfairness of the entire situation. She is actually being penalized by our present administration, ~~which is supposed to be democratic~~, for her wealth. She is disillusioned and wants to forget the entire sorry mess.

I have faith, unlike Mrs. Archbold, that if the facts are known to the proper authorities, that the Ching Ho will be reconditioned to enable her to continue her exploratory work for which she ~~has been~~ ^{was} originally built. I am consequently ^{arranging} ~~going~~ to purchase the "Ching Ho" from disillusioned Mrs. Archbold next week with all rights to reclamation or damage payment by the Navy.

Of course, my plans regarding the vessel do not enter into the Navy controversy. Incidentally, however, I believe I should have her towed to Honolulu Harbor, put into

dry dock and caulked to keep her from sinking.
Then she can be tied up to the wharf in Honolulu
and wait in the hope that the Navy will review
the case fairly and favorably. Many scientists
and some institutions of learning ~~and~~ here and
in the States are interested in the Chey Ho
and are using their kind offices and advice to
rescue this vessel for further exploratory work.

In conclusion, I herewith petition you, who
are within a few miles of the vessel, to verify if
need be any of the assertions I here make that
it is only just that the Navy recondition the
Chey Ho or contribute ^{a fair sum} approximately \$28,000,
as recommended in one Navy plan, for her
reconditioning. I petition that you bring
about justice in this case.

Yours respectfully,

Otto Degener

Botanist, University of Hawaii, 1925-27.
Naturalist, Hawaii National Park, 1929.
Staff Member, N.Y. Botanical Garden, ^{since 1935.}
Member of Second Chey Ho Fiji Expedition, 1940.
Author of 5 books on South Sea Islands plants.
Presently agent for Mrs. Anne Archbold
relative to Chey Ho only.

2234 University Ave.,
Honolulu, T. H.

Jan. 20, 1947

(also to
Mrs. Archibald)

Dear Joe:

I went to the Insurance Company this morning and am covered for just about everything that the Chief Ho can do to me. Next I went to Maritime Commissioner Ayres to get the transfer of the Chief Ho to me. I failed because the minute I take ownership, the Navy takes her guard off the boat and naturally no longer bothers to pump the water out of the hold which leaks into it at 4 inches per day. A boat of teak sinks like a rock.

I have visited and consulted with half a dozen concerns today. Only two have dry docks large enough to hold the Chief Ho. The one is the Inter Island Co and the other the Tuna Packers. I got prices on hauling the Chief Ho to the Tuna Packers in Honolulu and having her caulked to stop up her leaks. If you are interested, here are the prices:

Hauling from Pearl Harbor to Honolulu	\$100 +
Lay day (rent per day in dry dock)	32.44
Putting in dry dock	162.18
Labor	minimum 150.

Naturally the caulking can't be finished in one day, but rather in one to two weeks so the lay day rental might be as much \$300. Naturally labor costs from the

150 minimum might easily be \$1,000, particularly if some bad planks must be replaced. Hence the caulking job can cost anywhere up to \$2,000. I have not yet received estimates from the Inter-Island Co.

Harbor Master Giel countermanded the Assistant Harbormaster Jensen's letter that the Cheung Ho can be wharfed in Honolulu Harbor. She can be kept in the mudflats near Honolulu or on the other side of the island. Naturally, I ^{not} ~~not~~ ^{any} one else can use the Cheung Ho as house-boat if in sinking mud or in the sticks. I have no car and they are just about impossible to get in Hawaii now.

I then got the bright idea to let the Cheung Ho remain in a leaky, sinking condition and haul her out on land for a house. Hawaii Tuna Packers are satisfied to drag her on land with their Marine railway for about \$175 (in addition she must be hauled from Pearl Harbor to Hon. for \$100+). Then she would have to be placed on a truck and Haw. Tuna Packers would want a certified check for \$5,000 to pay damages if the boat falls over and blacks work on their wharf for a week. I thought I could take care of such a risk, perhaps by some form of insurance. I then dashed off to a trucking company that advertises it can move anything.

I got stuck so far as trucking is concerned. The biggest boat they have moved is 40 tons. Even if they could move the Cheung Ho, she is so high (as a truck) that a crew of electric light company employees, one of street cars and one of telephone must ~~follow~~ accompany

the truck to cut all wires as the boat passes and then immediately unite them again. Of course, the cost of all this work would be mine. So you see, it is hopeless trying to haul the boat by land. The tinsmithman likewise said it would be impossible to drag the boat over the reef without having her rip to pieces. I doubt this, however. But, anyway, I already have a house on my beach lot, and it is impracticable to buy a new beach lot just to put the Ching Ho on. So the future of the boat is pretty gloomy.

Mrs. Dillingham is not yet in Honolulu. Her son, however, has just started a Fish Equipment Co. Perhaps he also catches fish. At any rate, I have offered the Ching Ho to him in exchange for stock and the right to use her for 6 months' exploratory expeditions every three years. Of course, there is little chance of his accepting, but it only costs a letter to try to hook him.

My best offer is \$1,500.

I shall run around a little more about the junk the next couple of days, and if he does not retract, shall give him the junk, minus crates of carvings, for that price. I promised to clean up the matter Jan. 20. This has not come about. I promised the Navy, when I saw Ayres, to clean up the affair this week. This I should do.

2234 University Ave.,
Honolulu, Hawaii.
Jan. 21st, 1947.

Dear Dr. Robbins:

Dear Mrs. Archbold: All morning I messed around with "Jack" Shea, a boat dealer. He has agreed to haul the Ching Ho from Pearl Harbor and put her on a dry dock for one day's stay for \$225. I have his contract form giving him authority to show the boat to prospective buyers and to collect a 10% commission for her sale. If no one wants her, he agrees to haul her out to the Kalihī mudflats. If the Navy will let him into the Pearl Harbor, he can get the Ching Ho Friday or Monday. Here, you see, the time is lengthening again in the death of the boat. By the way, I told Shea I would not decide and sign the selling contract until Friday. There is still time for young Dillingham to accept my offer of stock and a 6 months' scientific expedition every 3 years in exchange for the Ching Ho "as is, wherever is." I have that phrase in quotations.

I then walked away from the waterfront inland and Mr. Richard Black, of the U.S. Commercial Company, of which our fit Ray Fosberg was (or still is) a member, drove by and picked me up. I was really going to his office anyway.

Black, accompanied by a Navy man and is highly respected. I told him that I planned to drydock the Ching Ho for a last try to save her. This morning I even visited a Mr. von Platen of the Rattan Furniture Co., telling him I had roughly 100 tons of mahogany & camphor wood available. Platen replied that such timbers are no good as they have been steamed, twisted and are dried out and cracks not to mention the nails and bolts disfiguring the wood.

Black told me he knew of an anchorage just off his home a little ways beyond Diamond Head. He drove me out there. The Dillinghams dredged a 20 ft deep channel into the reef, using the coral to fill in marshes and a fish pond, the land to be leased out for house lots. If we can get Harbor Master Friel to permit anchorage there, get the sk. from the

Board of Health, and from Mr. Black's neighbors one of whom is Bryant Wells, and get permission from the housing authorities, then I shall take a chance and have the Chung Ho ~~can't~~ dry docked and caulked. I will then try to rent her out for one year as a house boat. A girl, horrible thought, teaching Chemistry at the University of Hawaii, has already enquired about renting her. I quoted \$2,000 for the year. That should pay most of the expense involved. One good thing; a girl will go into the Chung Ho with mops, rags, sapolio and furniture polish, and with the year clean up the place fit for me to take over.

After seeing Black I wandered off to see my former artist James Kwan Kee Park, a Korean whom I raised from a barefoot short-panted boy. He has an art store ^{now} and is doing pretty well. I told him of course about the Chung Ho. Several Chinese were working in the store; looked over Farichild's book which I had with me. One skinner Chinese then told me that in Hong Kong he made an original large ~~drawing~~ painting for the hull. He was supposed to paint the outside but was afraid to paint from a scaffolding and left. This is a coincidence, alright.

shall keep you informed of developments.

Have seeds of a *Pritchardia* which is growing in the Bishop's Museum grounds. They may not be viable — no seedlings under tree — but plan to mail them to the Langlois anyway. Some, with good care, might germinate.

Aloha,

Otto

THE NEW YORK BOTANICAL GARDEN

BRONX PARK (FORDHAM BRANCH P. O.)
NEW YORK 58, N. Y.

PRESIDENT
JOSEPH R. SWAN

VICE-PRESIDENTS
HENRY DEF. BALDWIN
JOHN L. MERRILL

TREASURER
ARTHUR M. ANDERSON

DIRECTOR
WILLIAM J. ROBBINS

January 24, 1947

Mr. Otto Degener
2234 University Avenue
Honolulu, T. Hawaii

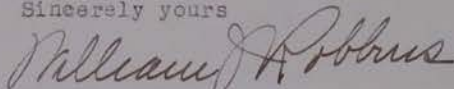
Dear Mr. Degener:

I have been delayed in replying to your letter of January 12 in which you report further on the status of the Cheng Ho. I don't know what you can do about the matter other than what you are doing. A promise is a promise and should be kept. However, it is not easy to bring pressure to bear on Government.

Miss Greenwell is still here and at work. I spoke to her the other day, and she still seems enthusiastic even though her guide and master is far away.

Mrs. Robbins and I hope to have lunch with your sister on February 1. Wish you could be with us.

Sincerely yours



William J. Robbins
Director

2234 University Ave.,
Honolulu, Hawaii.
Jan. 27, 1947.

To Whom It May Concern:

I herewith accept the Cheng Ho, Under Protest And Conditionally, "as is, where is," respectfully demanding that the Navy recondition her more or less to the original state in which she was taken over, or that the Navy pay for the damages sustained by the Cheng Ho while under their jurisdiction. Details involving the above are as follows:

I arrived Dec. 25, 1946 in Honolulu as Mrs. Anne Archbold's agent regarding the return of the junk-yacht Cheng Ho to her from the Navy through the kind offices of the Maritime Commission in Honolulu. During my investigations regarding the vessel's tenure by the Navy, as mentioned below, I conscientiously could not accept her for Mrs. Archbold under the conditions of "as is, where is" suggested by the Navy. As stated to Judge Rathbun, to Mr. S. B. D. Wood, legal Dept., Pearl Harbor, Hawaii, and to others, in behalf of Mrs. Archbold, I have requested that the Cheng Ho be returned either recon-ditioned or with a reasonable fund to enable her proper recon-ditioning.

Let you think the Cheng Ho situation is not frankly stated, let me digress to explain that I am a former University of Hawaii faculty member, a former Naturalist of Hawaii National Park, author of five botanical books, a staff member of the New York Botanical Garden, and a member of the second Cheng Ho Exploratory Expedition to Fiji. In short, I am qualified and eager to further scientific work in the Pacific. Mrs. Archbold, disgusted with the present shabby attitude of the Navy toward her, has offered to sell the Cheng Ho with the lights appertaining to her to me, am consequently purchasing the Cheng Ho from her the moment the vessel is released by the Maritime Commission to her.

The 98 ft. long, 100 ton Chinese junk-yacht Cheng Ho, built at a cost of about \$100,000 and owned by Mrs. Anne Archbold, built at a cost Washington, D.C., was sold before the war to the Navy for \$100 on condition that she go to the Museum at the Naval Academy, Annapolis. This boat, built of oak and camphor woods, was used for botanical exploration by the famed botanical explorer David Fairchild in the South Seas (see David Fairchild, "Garden Islands of the Great East," Scribners). She was later used by myself, as guest-botanist of Mrs. Archbold, to botanically explore the Fiji Islands (see "Gargentia" I, Harvard).

When I came to Honolulu authorized to take possession of the Cheng Ho, I could not and still cannot accept her unconditionally "as is, where is." The reasons and circumstances are as follows:

1. The boat was sold to the Navy for \$100 as a museum piece for preservation at Annapolis. Due to the war emergency she was used as a weather station and otherwise by the Navy in Hawaiian waters. She was so negligently treated as no longer to be acceptable at the Naval Academy at Annapolis for the purpose for which she had been sold to the Navy for \$100 by the owner.
2. She was "wrecked" by pilfering and vandalism by Navy personnel while under the jurisdiction of the Navy. This is not even due to legitimate war.

damage had to culpable and criminal negligence, as the following four items show:

- a. The thefts were serious enough to warrant court martial and jail sentences.
- b. A high Navy inspector valued the \$100,000 Chey Ho after the neglect and thefts at only \$15,000 and estimated it would cost about \$28,000 to recondition her.
- c. A disinterested party, John A. Young, Vice-President of the shipping firm Young Brothers Ltd., Honolulu, inspected the Chey Ho and in his letter to me of Oct. 16, 1946, wrote: "I went over this boat very thoroughly while it was in Honolulu Harbor, for Mrs. Archbold and later for the Sea Scouts. The rigging is in terrible shape, the hull is no better. The engines have been submerged for two years and she is absolutely ship-rigged of every thing."
- d. I inspected the Chey Ho in Pearl Harbor for Mrs. Archbold Dec. 31, 1946, and twice subsequently. In all I had with me engineers, carpenters, boat builders, a chemist, a retired Navy Commander, and business men. Our inspections disclosed the stipping, particularly of machinery, as mentioned by John Young. It also disclosed injury and lacerations to hull, caulking loose enough to show the seascape through cracks of hull and to allow rain to pour into staterooms through decks, doors of cupboards and elsewhere wilfully wrenched off and missing as the remaining twisted hinges prove, steering wheel and railing wrenched off and hacked with ax or machete, depression in deck where a fire had broken out, and thick glass of port holes and plate glass of lounge purposely shot out from the inside as chips of around bullet holes shows. This is not war damage. The Chey Ho was in Honolulu Harbor during the attack of Pearl Harbor miles away. It is due to outright vandalism. The vessel likewise leaks, according to St. V. Smith, about 4 inches per day. The timber is worthless with a gaping hole below the water line, the dingy and gangway leading to the water are both missing.
3. It is common knowledge in Honolulu that the Navy reconditwms many vessels suffering from even legitimate war damage before ~~at~~ their return to the owners who had "sold" them for a nominal sum like \$1.00, or reimburses the owners for such damage. (Such an example is the Navy's just treatment of Mr. A. F. Stuenkel of Honolulu who sold his vessel for \$1.00). In the case of the Chey Ho much of the damage was actually criminal and hence, I believe, deserves priority in adjustment.
4. A Navy official in writing recommended two methods for the return of the Chey Ho to her original owner. These in effect are as follows: First and less preferably the Navy is to return the Chey Ho to the owner with a cheque for \$28,000 to make good the estimated damage. Second and preferably the Navy is to return the Chey Ho to the owner "as is, where is," without any recompense at all because the owner is a lady of great wealth and can afford to accept

3

the vessel in that delapidated condition. (Here our Navy follows the almost Communist and unjust Roosevelt policy of "soak the Rich.") This Mr. American "soaks the rich" policy has actually been put in practice by the Navy as the following shows:

a. Mrs. Archbold, not then aware of the great damage caused by theft and vandalism, intended to donate the Cheung Ho to the Sea Scouts as Annapolis no longer wanted the devastated boat for a museum piece. She then learned that the Navy, who declined to recondition the boat for her, the actual owner and patriotic donor, was perfectly willing to expend funds to reconditioning the boat for the Sea Scouts who were never actually connected with the Cheung Ho. This is a typical Roosevelt-like raw deal. The following extract of which the part I underlined interests us, was written to me Jan. 7, 1947, by Mr. Wade Warren Thayer, attorney and head of the Sea Scouts, shows this:

"The Honolulu Council, Boy Scouts of America, would have been very glad to have accepted the Cheung Ho and to have made use of her in the Sea Scouts program, but after examining her and seeing her condition and after a communication from Mrs. Archbold's attorney, that the title we should receive would be only qualified and that even the money which the Navy is to pay for reconditioning would not come to us, it was quite obvious that we could not accept the gift."

b. The Navy actually made out a cheque for \$20,000 for reconditioning the Cheung Ho in behalf of the Sea Scouts. This cheque has been seen by many, as Mr. Fred Forbes, the local Scout Executive, can prove. If any one deserved it, it is Mrs. Archbold who turned her vessel over to the Navy but, apparently due to an Mr. American philosophy, the cheque is being withheld from her.

In conclusion, I am accepting the Cheung Ho from the Maritime Commission "as is, where is" under protest, claiming that the case of the Cheung Ho is still open until the Navy or Congress in typical American fashion has either reconditioned her or furnished funds to make good the damage.

Respectfully yours,

Alfred DeGener

(Identical or similar copies to:

Delegate Farrington
Judge Rathbun
Mrs. Anne Archbold
Dr. E. D. Merrill, etc.)

(Copy)

2234 University Ave.,
Honolulu, T. H.
Jan. 27, 1947.

My dear Judge Rathbun:

I have not heard from you regarding my plea of Jan. 17 relative to the junk-yacht "Cheng Ho" now in Pearl Harbor. I am ^{our Delegate to Congress,} taking the liberty of asking Mr. Farrington to aid us by informing interested parties in Washington of the facts.

Under Item 3 in my letter of Jan. 17, I stated "It is common knowledge that the Navy reconditions many vessels suffering from even legitimate war damage before their return to the owners who had 'sold' them for a nominal sum like \$1⁰⁰, or reimburses the owners for such damage. - - - - -"

I believe I should have cited an example ^{for the above,} I do so now. Mr. A. F. Stubenberg of Honolulu similarly sold his boat to the Navy for \$1⁰⁰. In this case the Navy made good the extensive damage to the vessel before returning her ^{for} to her original owner. Why then should reconditioning be denied the "Cheng Ho," particularly when vandalism ^{and thefts} war-

ranting court martial and jailing followed
acknowledged criminal negligence by Navy
personnel?

I might likewise add that the Navy
actually had made out a cheque for \$20,000
for reconditioning the "Cheng Ho" in behalf
of the Sea Scouts. Yet when the original
owner changed her mind in awarding
the "Cheng Ho" to the Sea Scouts, this
\$20,000 was, I hear, ~~was~~ withheld
from her for reconditioning the vessel
which she in her patriotism had offered
the Nation as a museum piece! If in-
terested further, you can get details from
"Mr. Fred Fogg, the local Scout Executive.

Sincerely yours,

Otto Degener

2234 University Ave.,
Honolulu, T. H.
Jan. 28, 1947.

Commanding Officer,
Naval Air Station,
Kaneohe, Oahu.

(Copy)

Dear Sir:

I plan taking over the junk-
yacht "Cheung Ho" originally belonging to
my friend Mrs. Anne Archbold.

After I get her dry-docked, may I have
your permission to keep her somewhere
in Kaneohe? Jimmy Grief, Harbor Master
in Honolulu, suggested this move. I should
also like to join the Kaneohe Yacht Club.

The Cheung Ho draws $10\frac{1}{2}$ ft. of water.
She is 98 ft. long with a 24 ft. beam. She
is very much of a freak, built of teak
and camphor woods, and was originally
sold to the Navy to go to the Museum
at Annapolis. She got banged up dur-
ing the war, and ^{is} no longer a fit ship
for the Museum but she is good enough
for me.

Sincerely yours,

Otto Degener

2234 University Ave.,
Honolulu, T. H.
Jan. 28, 1947.

Harbor Master,
Aloha Tower,
Honolulu, T. H.

(Copy)

Dear Sir:

I am engaging H. H. Phillips Co.,
Honolulu, to tow the Cheng Ho from
West Loch to Pearl Harbor. The Navy
does not wish, I presume, to keep the
vessel indefinitely. I want to avoid hav-
ing her leave Pearl Harbor, get to the
entrance of Honolulu Harbor, and then
lay to between the devil and the deep
blue sea.

Please write your instructions to
H. H. Phillips Co. I have written the
Commandant at Pearl Harbor, that we
are waiting for you. Yours truly,

Otto Sjöman

2234 University Ave.,
Honolulu, T. H.
Jan. 28, 1947.

The Commandant
Fifteenth Naval District,
Pearl Harbor, T. H.

Dear Sir:

I understand the Navy does not wish to harbor the *Cheng Ho* indefinitely. For reasons stated in the enclosed instrument, I am therefore ready to accept the *Cheng Ho* "as is, where is" under protest and conditionally.

I am engaging H. H. Philips Co., Honolulu, if satisfactory, to tow the vessel from West Loch to Honolulu Harbor just as soon as the Harbor Master assigns wharf space to her. Though I can see plenty of space available in Honolulu Harbor - vessels of 4 of the "Big Five" spread all over creation - the Harbor Master's Office thus far has stated there is none for the *Cheng Ho*. I do not know, but suspect that he assumes the Navy plans to release her in her present unseaworthy condition. If I am to accept her ~~in this condition~~ ^{thus}, please note I do so as I ~~can~~ ^{must} ~~not do otherwise~~ reluctantly.

I trust we can untangle the *Cheng Ho* affair soon. I am taking the liberty of having interested parties root for us in the States. Among them are scientists who know of the vessel's worth in exploratory work.

Yours very truly,
Otto Degener

(Copy)

2234 University Ave.,
Honolulu, T. Hawaii.
Jan. 28, 1947.

Dear Mr. Farrington:

May I request your good offices in Washington to see justice done regarding the unusual junk-yacht *Cheng Ho*?

This vessel can be an asset to the Territory if our Navy will recondition her or make good their ^{acts of} vandalism and thefts.

The arguments relative to this case are enclosed. The UP in New York ^{City} wanted a 1,000 word feature article on the *Cheng Ho* but due to the vessel's dilapidated condition I thought it best to say nothing. Perhaps I erred. If you wish to give my statement to the Press, you are at liberty to do so. I am sure you know much about the *Cheng Ho* ~~vessel~~ and can add facts of interest if necessary.

I cannot leave the *Cheng Ho* in Pearl Harbor indefinitely. I can find no wharf to tie her to. And because her port holes

have been shot out and her hull leaks,
I cannot anchor at sea. Unless help
comes within a reasonable time, I fear she
must be hauled out to sea and sunk.
I am trying frantically to avoid that
end for her.

Aloha,

Otto Seeger

JOSEPH R. FARRINGTON
DELEGATE FROM HAWAII

Congress of the United States
House of Representatives
Washington, D. C.

February 1, 1947

VIA AIRMAIL

Mr. Otto Degener,
2234 University Avenue,
Honolulu, T. H.

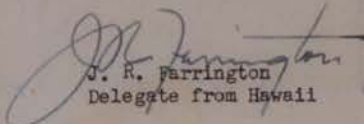
Dear Mr. Degener:

I have read with very genuine interest your letter
"To Whom it may Concern" that accompanied your letter of January 28
to me.

I have addressed a letter to the Secretary of the Navy
bringing your charges to his attention and requesting that he under-
take an appropriate investigation.

I will, of course, be glad to inform you of the results
of this correspondence as soon as they become available to me.

Sincerely yours,


J. R. Farrington
Delegate from Hawaii

Post Office Department
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO EXCEED PAYMENT OF POSTAGE, 50%



NO.	NUMBER OF REGISTRATION
OFFICE	
- NAVAL BASE BRANCH	

Return to

Otto Segeuer

Street and Number,
or Post Office Box

*2234 University Ave
Hon.*

REGISTERED ARTICLE

16113

Post Office

No.

INSURED PARCEL

Honolulu, Hawaii

No.

39-12431

State

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.

1 Condit. 14th - Nav. Dist. Paul H. H. H.
(Signature or name of addressee)

2 Hazel M. Andrews
(Signature or address of agent - Agent should enter addressee's name on this line above)
Dist. Mail Center

Date of delivery 30 Jan. 1947

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
UNITED STATES MARITIME COMMISSION
Aloha Tower
Honolulu 13, T. H.
February 3, 1947

U. S. Navy
Pearl Harbor, T. H.

Lt. V. Smith
Attention: District Craft Officer

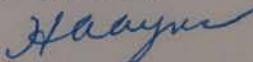
Gentlemen:

You have in your possession several crates containing certain equipment which was removed from the CHENG HO.

This vessel is now to be delivered to Mr. Otto Degener, Agent for Mrs. Anna Archbold, former owner, and you are hereby requested to deliver the referred to crates to him.

It is further understood that the sails for this vessel are located at Annapolis, and it is further requested that they be forwarded to Pearl Harbor, and delivered to Mr. Degener.

Very truly yours,



H. A. Ayres
Regional Representative

MF

UNITED STATES MARITIME COMMISSION
WAR SHIPPING ADMINISTRATION

Certificate of Delivery of Vessel

HONOLULU

T. H.

February 3, 1947

THIS IS TO CERTIFY, That the CHENG HO
(Navy Designation IV-52), formerly owned by the UNITED STATES OF
AMERICA, represented by the UNITED STATES MARITIME COMMISSION
WAR SHIPPING ADMINISTRATION, was on the
3rd day of February, 1947, at 2 o'clock (A.M.)
(P.M.)
Hawaiian Standard Time, physically delivered at the Port of
HONOLULU, T. H. by the UNITED
STATES OF AMERICA, represented by the UNITED STATES MARITIME COMMISSION
WAR SHIPPING ADMINISTRATION, to
OTTO DEGENER purchaser.

Title and ownership were being concurrently transferred by delivery
of bill of sale for vessel to said purchaser by the UNITED STATES MARITIME
COMMISSION
ADMINISTRATION's Washington office.

UNITED STATES OF AMERICA
BY: WAR SHIPPING ADMINISTRATION
UNITED STATES MARITIME COMMISSION
BY: H. A. AYRES
Regional Representative
(Official Title)

Vessel hereby receipted for as having been delivered under terms
of sale.

BY: OTTO DEGENER
Agent for the American Embassy
(Official Title)

EVER-172

UNITED STATES MARITIME COMMISSION
WAR SHIPPING ADMINISTRATION
~~XXXXXXXXXXXXXXXXXXXX~~

Certificate of Delivery of Vessel

MONOLULU, T. H., February 3, 1947

THIS IS TO CERTIFY, That the CHENG HO,
(Naval Designation IX-52), formerly owned by the UNITED STATES OF
AMERICA, represented by the UNITED STATES MARITIME COMMISSION
~~XXXXXXXXXXXXXXXXXXXX~~, was on the
3rd day of February, 1947, at 2 o'clock (A.M.)
(P.M.)
Hawaiian Standard Time, physically delivered at the Port of
MONOLULU, T. H. by the UNITED
STATES OF AMERICA, represented by the UNITED STATES MARITIME COMMISSION
~~XXXXXXXXXXXXXXXXXXXX~~ to
OTTO DEGENER purchaser.

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COMMISSION
~~XXXXXXXXXXXXXXXXXXXX~~ Washington office.

UNITED STATES OF AMERICA
BY: WAR SHIPPING ADMINISTRATION
~~XXXXXXXXXXXXXXXXXXXX~~
UNITED STATES MARITIME COMMISSION
BY: H. A. Ayres
H. A. AYRES
Regional Representative
(Official Title)

Vessel hereby receipted for as having been delivered under terms
of sale.

BY: OTTO DEGENER
Agent for Mrs. Anne Ambold
(Official Title)

Mr. Breand
60 Bvd. Malesherbes

32 Rue du
Calvaire
~~de~~ St Cloud

Bishop Insurance Agency, Limited

\$ 39²⁰

Honolulu, T. H., February 3, 1947

Received from Otto Degener

the sum of thirty - nine 90 100 DOLLARS

being payment on liability no 726962 - ref

Bishop Insurance Agency, Limited
JH

IX 52/ HD14 (CG:SDOW:fo)

Serial: 1799

4 FEB 1947

Mr. Otto Degener
2234 University Avenue
Honolulu, Hawaii

Dear Mr. Degener:

Receipt of yours dated January 28, 1947, wherein you refer to the CHENG HO, is hereby acknowledged.

The Commandant is informed by the Maritime Commission that the vessel is available for immediate delivery to you where is and as is. However, the Commandant is unable to insure that wharfage for the CHENG HO will be available on the date of delivery to you. That, of course, will be a matter for you to work out with the Board of Harbor Commissioners.

In that there is no Judge Rathbun attached to the District Legal Office, your registered letter 27386 and your insured parcel post package is being returned in the regular course of mail.

Yours very truly,

S. B. D. ROOB,
Captain, U. S. Navy,
District Legal Officer,
By direction of the Commandant,
Fourteenth Naval District,

WAR SHIPPING ADMINISTRATION
UNITED STATES MARITIME COMMISSION

Aloha Tower
Honolulu 13, T. H.
February 3, 1947



U. S. Navy
Pearl Harbor, T. H.

Lt. V. Smith
Attention: District Craft Officer

Gentlemen:

You have in your possession several crates containing certain equipment which was removed from the CHENG HO.

This vessel is now to be delivered to Mr. Otto Degener, Agent for Mrs. Anne Archbold, former owner, and you are hereby requested to deliver the referred to crates to him.

It is further understood that the sails for this vessel are located at Annapolis, and it is further requested that they be forwarded to Pearl Harbor, and delivered to Mr. Degener.

Very truly yours,

A handwritten signature in blue ink, appearing to read "H. A. Ayres".

H. A. Ayres
Regional Representative

MF

30 ROCKEFELLER PLAZA
ROOM 5436
NEW YORK 20, N.Y.

February 4, 1947

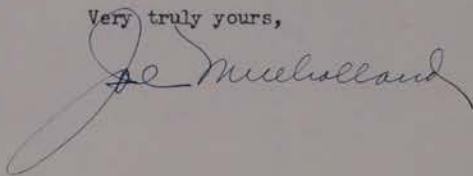
Dear Otto:-

I have been very much interested in the course of events working up to your attempted taking over of Cheng Ho. I have not answered your various letters as there was nothing we could suggest or do and as to the allowance to owner for reconditioning, etc. of vessel you cannot get more than one dollar. The allowance cannot exceed the compensation paid the former owner by the United States when vessel was purchased or requisitioned.

However, this is to remind you that we warned you of the headache you were acquiring. You will remember the day you and the lady were in the front office when I talked with John on the phone and convinced him he did not ^{want} the Junk. You are right - I would like to see the matter ended.

Good luck to you with the boat when you get it and with regards,

Very truly yours,



Mr. Otto Degener
2234 University Avenue
Honolulu, T. H.

AIR MAIL

JJM

Form 3800-S

Receipt for Registered Article No.

30025

Postmaster per

Fee paid 22 cents. Class postage 3Declared value 127 Surcharges paid, \$Return Receipt for _____ Spl. Del'y fee _____
Delivery restricted to addressee:In person _____ or order _____ Fee paid _____
Accepting employee will place his initials in space
indicating restricted delivery.

POSTMARK



The sender should write the name of the addressee on back hereof and attach to the envelope and submit this receipt in case of inquiry or application for indemnity.

Registry Fee and Indemnity.—Domestic registry fees range from 20 cents for indemnity not exceeding \$5 up to \$1.25 for indemnity not exceeding \$1,000. The fee on domestic registered matter without invoice value and for which indemnity is not paid is 20 cents. Consult postmaster as to the specific domestic registry fee and surcharges and as to the registry fee chargeable on registered parcel-post packages for foreign countries. Fees on domestic registered C. O. D. mail range from 25 cents to \$1.25. Indemnity claims must be filed within 1 year (U. S. D. 6 months) from date of mailing.

HOLD THIS RECEIPT UNTIL SOME ONE HAS BEEN PAID. IT MUST
BE PRESENTED AT OFFICE OF ISSUES WHEN INQUIRY IS MADE REGARDING
ORDER

SENT TO

ADDRESS

FOR

Harbor Master
recd

2234 University Ave.,
Honolulu, T.H.
Feb. 11, 1947.

Copy

Dear ~~Attn~~ Capt. Jensen:

I am using Pier 5 toilets and the rubbish disposal facilities so I must owe wharfage to some one. I am therefore enclosing my cheque for \$25.75 for wharfage for the Cherry Ho. If I do not owe it to the Harbor Board, please forward it to the right party.

The Coast Guard mailed my papers to my house in Manoa, and the postman has not yet delivered them. I shall be at your office with them as soon as they arrive.

I just received an encouraging letter from Mr. Farrington who realizes my predicament now. I believe it premature to sink the boat.

Aloha,

Otto Segener

THE NEW YORK BOTANICAL GARDEN

BRONX PARK (FORDHAM BRANCH P. O.)
NEW YORK 58, N. Y.

PRESIDENT
JOSEPH R. SWAN

VICE-PRESIDENTS
HENRY DEB. BALDWIN
JOHN L. MERRILL

TREASURER
ARTHUR M. ANDERSON

DIRECTOR
WILLIAM J. ROBBINS

2234 University Ave.,
Honolulu, T. H.
Feb. 21, 1947.

Copy

Dear Mr. Farrington:

Thank you for your very effective and
timely interest in the "Cheng Ho."

The "Cheng Ho," properly reconditioned as
is but just, can be quite an asset for the
entire Territory, as well as further ~~sci~~ sci

entific research in the Pacific. ||

Thank you again.

Sincerely,
Otto Degener

At the request of the Insured, the following change
is hereby made under Item 1. of the Declarations:

The business of the named Insured is Botanist -
N. Y. Botanical Garden, New York City, New York.

- - -

This endorsement is effective February 3, 1947

Endorsement No. _____

This policy is hereby amended as herein specifically stated but not otherwise.

This endorsement when countersigned by a duly authorized agent of the Company and attached to Policy
No. CHPL 766962 issued to OTTO DEGENER
shall be valid and shall form part of said policy.

THE EMPLOYERS' LIABILITY ASSURANCE CORPORATION, LIMITED
Bishop Insurance Agency
Limited

Countersigned

Edward C. Stone
March 6, 1947, Honolulu, T.H.

United States General Manager and Attorney.

E7500

PRINTED IN U. S. A.

- rifle
- 1 each ~~30~~ Calibre Springfield type, bolt action, 6 shell magazine rifle with canvas sling, no numbers visible.
- 1 each Enfield rifle model 1900, approximately 70 caliber, flint lock action, identifying marks on metal plate right side of stock a large crown scroll with initials "VR", on left side of barrel 8 identifying marks consisting of letters "VR" and "WDP", butt plate has initials "WR" and the number "325".
- 1 each double barrel 12 gauge shotgun break breach type, identifying marks on left side of head on metal plate the inscription "Enders Royal Service", on the hinge lock on the breach end of the barrels the numbers "129361".
- 1 each double barrel 12 gauge shotgun, break breach type, identifying marks on left side on metal plate "Crescent Davis Arms Corporation, Chicopee Falls, Mass., USA"; on right barrel the inscription "Selected forged steel", on left barrel the inscription "Proof tested 12 gauge", on breach hinge the number "E-8739".
- 1 each double barrel 12 gauge shotgun, break breach type, identifying marks on both sides of breach on stock metal plates decorated with scroll work and the inscription "Joseph Lang & Son", inscription on barrel ridge "Joseph Lang & Son, 102 New Bond Street, London", and on the underside of both barrels the initials "J.L.N.S" and the numbers "14987".

Received this date the above described two rifles and three shotguns from the Collector of Customs of Honolulu as part of the unlisted equipment of the three masted Auxillary Junk yacht motor and sail "Chang Ho" formerly owned by Mrs. Anna Archbold and purchased by the U.S. Navy as a war purchase and entered under Free Consumption entry #044 dated July 22, 1941.

Otto Degener
O. Degener, Owner

Date March 18, 1947

Harry

Any time you say

@2.

Congress of the United States
House of Representatives
Washington, D. C.

April 16, 1947

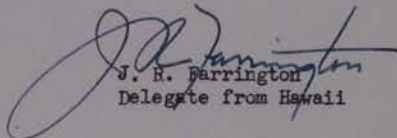
Mr. Otto Degener,
2234 University Avenue,
Honolulu, T. H.

Dear Mr. Degener:

Thank you for your note of March 28.

I am glad the Navy is moving promptly
to carry out the investigation of the Cheng Ho
promised by Secretary Forrestal.

Yours sincerely,



J. R. Farrington
Delegate from Hawaii

At the request of the Insured, and in consideration of the payment of an additional premium of \$29.95 (BI \$20.55, PD \$9.38) the expiration date of this policy is hereby extended to "August 3, 1947".

This endorsement is effective May 3, 1947

Endorsement No. _____

This policy is hereby amended as herein specifically stated but not otherwise.

This endorsement when countersigned by a duly authorized agent of the Company and attached to Policy No. GLPL 766962 issued to OTTO DEGENER shall be valid and shall form part of said policy.

THE EMPLOYERS' LIABILITY ASSURANCE CORPORATION, LIMITED

*Bishop Insurance Agency
Limited*

Countersigned _____

Edward C. Stone
May 5, 1947, Honolulu, T. H.

United States General Manager and Attorney.

E7500

PRINTED IN U. S. A.

2234 University Ave.,
Honolulu, Hawaii.
May 6, 1947.

Editor, Science,
1515 Mass., Ave., N.W.,
Washington 5, D. C.

Dear Sir:

I submit the following brief news item for publication in Science:

"Otto Degener, author of the "Flora Hawaiensis," addressed the Hawaiian Botanical Society May 5 on "Plant Hunting in Fiji." Mr. Degener, who as guest-botanist of Mrs. Anne Archbold's second expedition in her 100 foot junk-yacht "Cheng Ho" discovered the flowers of the new plant family Degeneriaceae on the Island of Viti Levu, returned recently from New York to Honolulu. There, as Mrs. Archbold's agent, he accepted the return of the fabulous "Cheng Ho", sold to the Navy for \$1.00 in 1941. As the "Cheng Ho's" war wounds make her no longer suitable for Mrs. Archbold's needs, Mr. Degener finally purchased the vessel with the hope of using her for further exploratory voyages in the South Seas. Scientists interested in joining such trips are requested to communicate with Cmdr. J. P. Norfleet, Cape May, New Jersey."

I just completed the second edition of my "Flora Hawaiensis or Now Illustrated Flora of the Hawaiian Islands." Please quote me your advertising rates.

Yours very truly,

BISHOP INSURANCE AGENCY, LTD.

GENERAL INSURANCE AGENTS

THE S. M. DAMON BUILDING

P. O. BOX 3050

TELEPHONE 5121

HONOLULU 2, T. H.

May 7, 1947

Mr. Otto Degener
2234 University Avenue
Honolulu, T. H.

TO PREMIUMS AS UNDERNOTED				
May	3	E L A C - No. GLPL 766962 - A. P.		29 93
		Policy extended to August 3, 1947.		
<div data-bbox="750 753 1043 873"></div> <div data-bbox="744 873 1034 906">BISHOP INSURANCE AGENCY, LTD.</div>				

NAVY DEPARTMENT
OFFICE OF THE CHIEF OF NAVAL OPERATIONS
WASHINGTON 25, D. C.



Op-OS/OK
A17-25
Serial: 58FOS

10 MAY 1947

From: The Naval Inspector General.
To: The Chief of Naval Operations.
Subject: Yacht "Cheng Ho" - Investigation of Acquisition and Disposal of.
References: (a) SecNav Ltr. Serial 75F04 of 12 February 1947.
(b) CNO Memo. Op-04A/bj, Serial 90F04 of 21 February 1947.
Enclosures: (A) Documentary facts from Navy Department files.
(B) Report of Investigation conducted by General Inspector, FOURTEENTH Naval District.

1. The Chief of Naval Operations forwarded reference (a) to the Naval Inspector General for information and compliance by reference (b).
2. The Naval Inspector General, assisted by the General Inspector, FOURTEENTH Naval District, has completed his investigation of all matters in connection with the acquisition and disposal of the "Cheng Ho" and submits herewith his Conclusions and Recommendations. The Conclusions and Recommendations of the General Inspector, FOURTEENTH Naval District, as modified by the forwarding endorsements, Enclosure (B), are concurred in.
3. The facts derived from documentary evidence in the files of the Navy Department, Enclosure (A), reveal nothing unusual in the acquisition, use or disposition of the "Cheng Ho" by the Navy except the personal interest of the late President Roosevelt in this yacht and the general understanding by all concerned that the "Cheng Ho" would be transferred to the Naval Academy after completion of her naval service which was later rescinded by the Navy Department. The facts with regard to the present condition of the "Cheng Ho" derived from an actual inspection of the yacht and investigation into the circumstances connected therewith, reveal that the vessel is in deplorable condition and that the Navy must accept responsibility for this condition. The majority of defects noted including lack of maintenance are directly attributable to war service and the necessarily low priority assigned such a vessel for repairs and upkeep. However, considerable damage which is discreditable to the Navy is attributable to vandalism, pilferage and cannibalism of parts and equipment during the period 1941 to 1947 when the security of the

No. 1
Vandalism

NAVY DEPARTMENT
OFFICE OF THE CHIEF OF NAVAL OPERATIONS
WASHINGTON 25, D. C.



Gp-08/OK
A17-25
Serial: 58P08

Subject: Yacht "Cheng Ho" - Investigation of Acquisition and Disposal of.

vessel was a definite responsibility of the Navy. Determination of responsibility for this acknowledged negligence is not considered feasible by the present Commandant, FOURTEENTH Naval District, or by the present Commander in Chief Pacific and Commander in Chief Pacific Fleet.

CONCLUSIONS

4. The Naval Inspector General concludes that:

(a) The yacht "Cheng Ho" was acquired legally by the Navy and became the sole property of the United States on acquisition.

(b) The only commitment with respect to title was that contained in the formal contract for acquisition transferring title to the vessel to the United States.

(c) The general understanding of the late President Roosevelt, the Secretary of the Navy, all interested naval authorities and the former owner, Mrs. Anne Archbold, that the "Cheng Ho" would be transferred to the Naval Academy placed the Navy Department under a moral obligation to effect this transfer.

(d) The decision of the Navy Department not to transfer the "Cheng Ho" to the Naval Academy was amply justified.

(e) The Navy Department was and is under no legal obligation to take any action in connection with the "Cheng Ho" other than in the best interests of the service.

(f) The determination by the Chief of Naval Operations with the approval of the General Counsel that the Navy Department cannot use naval funds for the reconditioning of such surplus vessels as the "Cheng Ho" should be upheld.

(g) The present owner, Mr. Otto Degner, purchased the yacht from Mrs. Archbold and has no legal claim whatever against the government because of the condition of the "Cheng Ho."

(h) The impracticability of attempting, at this late date, to place individual responsibility for negligence of the

NAVY DEPARTMENT
OFFICE OF THE CHIEF OF NAVAL OPERATIONS
WASHINGTON 25, D. C.



Op-08/OK
A17-25
Serial: 58P08

Subject: Yacht "Cheng Ho" - Investigation of Acquisition and Disposal of.

"Cheng Ho" as noted by the Commandant, FOURTEENTH Naval District and the Commander in Chief Pacific and Commander in Chief Pacific Fleet, Enclosure (B), is concurred in.

RECOMMENDATIONS

5. The Naval Inspector General recommends that:

(a) Previous decisions of the Navy Department with regard to disposition and rehabilitation of the "Cheng Ho" be respectfully adhered to.

(b) No further investigation to fix individual responsibility for the discreditable condition of the "Cheng Ho" be made. This investigation indicates the futility of such an attempt except at a cost all out of proportion to the seriousness of apparent offenses for most of which the statute of limitations would negate disciplinary action.

(c) The Navy Department acknowledge responsibility for the deterioration of the "Cheng Ho" due primarily to war service; lack of maintenance, as compared to combatant vessels required for winning the war; and to a lesser degree to negligence by unidentified naval personnel during the six years the vessel was the property of the U. S. Government.

(d) The Navy Department decline to entertain any future claim against the Government because of the condition of the "Cheng Ho" upon completion of service as having no legal basis.

6. The complete record of this investigation is on file in the Office of the Naval Inspector General and is there available to those authorized by proper authority to have access to same.

C. A. LOCKWOOD

FACTS

1. The acquisition of the junk-type yacht Cheng Ho by the Navy was initiated by a letter from Mrs. Anne Archbold to the Commandant, FOURTEENTH Naval District in April, 1941, offering the Cheng Ho to the Navy as a gift.
2. The late President Roosevelt was personally interested in the acquisition of the Cheng Ho and especially in her ultimate disposition as a museum exhibit at the U. S. Naval Academy, Annapolis, Maryland.
3. Mrs. Archbold was informed prior to sale of the Cheng Ho to the Navy of the proposed use of the yacht at the Naval Academy "after the present emergency", although there was no provision for this disposition in the purchase contract.
4. The Secretary of the Navy, Chief of Naval Operations, Chief of the Bureau of Ships, Superintendent of the Naval Academy and Commandant, FOURTEENTH Naval District were all fully informed of the contemplated ultimate disposition of the Cheng Ho.
5. The Cheng Ho (IX-52) was purchased by formal contract from Mrs. Archbold through Botanical Explorations, Inc., for one dollar (\$1.00) in July, 1941, with the approval of the Secretary of the Navy.
6. Pertinent excerpts from the formal contract specified that the owner "will sell, transfer and convey title to the vessel - - - to the United States" and that the "vessel shall - - - become the sole property of the United States." There were no commitments involving title or other provisions in this contract modifying the transfer of title as indicated in these excerpts.
7. The Hawaiian Sea Scouts requested the assignment of the Cheng Ho for their use but it was impossible to grant the request because of the disposition desired by the President and the request was later withdrawn.
8. In October, 1945, the Secretary of the Navy was informed through an intermediary that Mrs. Archbold desired to repossess the Cheng Ho herself. Accordingly, after determining that towing the Cheng Ho to Annapolis was not practicable, the Commandant, FOURTEENTH Naval District, was authorized to turn the Cheng Ho over to the War Shipping Administration for return to Mrs. Archbold under Public Law 305.
9. Shortly after the above authorization had been made in accordance with the accepted wishes of Mrs. Archbold, she inquired by letter to the Secretary of the Navy in April and again in May, 1946, as to the disposition of the Cheng Ho and expressed her desire that the yacht be sent to the Naval Academy as originally contemplated.

ENCLOSURE (A)

10. The disposition of the Cheng Ho was reconsidered by the Navy Department in view of Mrs. Archbold's inquiries but it was decided that transfer of the yacht to the Naval Academy was inadvisable and arrangements for return of the yacht to Mrs. Archbold were carried out.

11. In connection with the disposition of the Cheng Ho, the Office of the Secretary of the Navy requested among other things that "1-b. The Navy will agree to restore so far as practicable and possible this ship to the same condition in which she was delivered to the Navy at Honolulu by Mrs. Archbold."

12. It was determined by the Chief of Naval Operations with the approval of the General Counsel that "The Navy Department cannot use naval funds for the re-conditioning of such surplus vessels", and Mrs. Archbold was so informed.

13. Senator Homer Ferguson and Delegate to Congress Joseph R. Farrington from Hawaii have interested themselves in the Cheng Ho case in addition to Mrs. Archbold, Mr. David Fairchild, a botanist, and Mr. Otto Degener, a botanist and the present owner.

633-5th street, Lakewood, N.J.
15 May 1947.

Dear Otto

Your letters of 24 April and 1 May were received a few days back, but I waited until I could get to Washington before answering. I spent yesterday in Washington and saw the officer in the Inspector General's office who handled the Cheng-Ho papers. He turned out to be an old shipmate of mine and we had a very frank discussion of the case. I gathered that the Navy realizes that Mrs Archbold has received rather scurvy treatment in some respects, but the hitch lies in the fact that the Navy has no funds at present for the reconditioning of former yachts now returned to private owners, and, in addition, the legal section claims that they have no authority to allocate any funds for this purpose.

I did not see the report or letter written for the Secretary's signature but I am sure that it is unfavorable. I did find out this much. There is no written agreement between Mrs Archbold and the Navy. Apparently she and Mr Roosevelt handled the matter on an amateur and friendly basis. I don't know what the legal implications are, except that Mrs Archbold could probably get compensation from Congress eventually if she wanted to press the matter, but not soon enough to do you any good. I also found out that Admiral Ramsey, a lifetime friend of mine, is also a friend of Mrs Archbold, and that he has interested himself in the matter. The report will go through him as he is the Vice Chief of Naval Operations, but this has little bearing on the case, except to point out that the powers that be know all about the matter, and will not treat it as a mere routine affair. I think that the only way in which the Navy can assist us in fitting out the Cheng-Ho is on the basis and assumption that the yacht is to be used for scientific exploration. I mentioned this in Washington but not to Ramsey as he was away yesterday. However I am going to write to him and put this suggestion before him. It will of course mean further delay as you will have to wait until you receive the official reply to your former letter.

It all sums up about this way. You have a case for compensation but it would be a long drawn out affair probably before a claims court, with the outcome problematical. The Navy seems to be sympathetic, but more or less helpless as the war is over and money no longer grows on trees. This is the pessimistic viewpoint, but it is what I expect that report will verify, and it is advance information for whatever it is worth. Don't act on it yet. There may be a silver lining somewhere.

It's very kind of you to plan to send me those guns, and I would be very glad to have a pair of them. I think it would be better to keep three of them for the present, so that there will be less for me to bring out in case we are ever able to get this cruise organized.

Here is another angle that I picked up in Washington. Mrs Archbold, by giving the Cheng-Ho to the Navy saved herself \$30,000.00 in Customs for American Registry. We don't have to worry about it but she might if she had taken back the yacht, though I doubt it. After it once became Government property its American registry was automatic.

We are probably going to New York tomorrow to meet Bobby who is coming down from Boston for two days. The family at Riverdale are fine and Hill-billy is developing rapidly. Bobby has been offered a Fellowship in Psychology by Harvard which she will probably accept. It's a puzzle where she gets the brains.

Cheerio— Will let you know as soon as I find out anything definite. Best from us all,

as always,

Lucy

2234 University Ave.,
Honolulu, T.H.
May 23, 1947.

Admiral

Dear ~~Comdr.~~ Denfeld:

instead, You may have heard about the junk-yacht "Cheng Ho," formerly belonging to Mrs. Anne Archbold of Washington and written up by David Fairchild in his book about "Garden Islands of the Great East." The vessel was sold previous to the war to the Navy for \$1.00 by Mrs. Archbold with the verbal understanding, I believe, of Mr. Roosevelt that the vessel go to the Museum at Annapolis. The war intervened and so the "Cheng Ho" never reached her destination. She remained in Pearl Harbor where she was badly mauled due to thefts and acts of vandalism. As a result, the "Cheng Ho" is no longer a museum piece and the purpose for which she was originally sold by Mrs. Archbold ~~has ended, became void.~~

Because the "Cheng Ho" was no longer fit for Annapolis, Mrs. Archbold about six months ago asked me to go to Honolulu as her agent. I was to accept the return of the "Cheng Ho" for her from the Navy via Mr. Harry Ayres of the Maritime Commission. After my discovery of the delapidated condition of this fine and unusual vessel, I sent my report to Mrs. Archbold and refused to accept the Cheng Ho "as is, where is". *for her* I accepted ~~her~~ *her*, however, under strong protest. Our Delegate to Congress, Mr. Farrington, kindly communicated with Secretary Forrester concerning the "Cheng Ho" and, *in reply,* received a very sympathetic reply.

Mrs. Archbold built the "Cheng Ho" to aid scientific research. I, a former botanist at the University of Hawaii and a member of the "Cheng Ho" Expedition to Fiji in 1940 - 41, purchased the vessel *from Mrs. Archbold* after Mrs. Archbold became disillusioned last Feb. 3. I plan to continue ~~this~~ *my* research work *begun by her & Fairchild.* *with the Navy*

I have devoted almost six months of my time to the "Cheng Ho" affair, and further delay in coming to a settlement *is* becoming increasingly costly. May I suggest that you authorize me or my agents to select a certain amount of Surplus Navy gear at Pearl Harbor, ~~damaged or lost from the "Cheng Ho" by the Navy, to outfit this vessel for sea duty?~~ *to replace that* I would instal it ~~with my own labor.~~ We could then consider the entire matter closed, particularly so far as Washington is concerned.

Sincerely yours,

while under Navy jurisdiction *Otto Degener*

with the scurvy sheath treatment given her.

THE SECRETARY OF THE NAVY
WASHINGTON

23 May 1947

MAY 27 1947

My dear Mr. Farrington:

You will recall that last February you wrote me a letter of inquiry about the "Cheng Ho", a Chinese junk type yacht that formerly belonged to Mrs. Anne Archbold. On February 12 I answered your letter, presented my general views on the matter, informed you that I was having the Inspector General inquire into all aspects of the case, and told you that I would send you a copy of the Inspector General's conclusions and recommendations.

In order to complete your records in this matter, I am enclosing a copy of the conclusions and recommendations to which I referred in my earlier letter.

The conclusions and recommendations have been reviewed and approved by me, and by the Chief of Naval Operations as well. I believe that the enclosure will give you a complete file on this subject.

Sincerely yours,

James Forrestal

James Forrestal

Honorable Joseph R. Farrington
House of Representatives
Washington, D. C.

*Mr. Kibbey:
This made James
Sec. Forrestal gives
summary of chain of
commanding from Mr.
Archbold → Navy → Maritime
Commission → Mrs. Archbold*

2234 University Ave.,
Honolulu, T. H.
May 26, 1947.

Dear Sir:

Mr. O'Dwyer, British Consul resident in Honolulu, has suggested that I write you for information.

Just before the war I was a member of a scientific expedition on the junk-yacht Cheng Ho in Pacific waters. I should like to continue my botanical researches but find that the expense of doing so is prohibitive. For that reason I have formed the "Cheng Ho Trading and Exploring Company" with several local businessmen who will in part pay for the upkeep of the vessel by using her for fishing enterprises of various types.

As the Cheng Ho was built in Hong Kong she is prohibited by American law to engage in trade between two American ports in spite of her present American registry. She can, however, trade between an American and a British or French port.

Will you kindly inform me whether the Cheng Ho can sail for Christmas and neighboring British islands for the purpose of catching fish in neighboring waters and drying it on land at some remote locality where it will not interfere with any one? In case of a favorable reply, the vessel could arrange to call more or less regularly.

As the Cheng Ho has been recently released by the Navy, now that the war emergency is past, she requires considerable refitting. Hence any trip away from Hawaii would be delayed for a few months.

I shall be very grateful for any help or advice you can give me regarding this project. As the decision regarding the refitting of the Cheng Ho depends largely upon your reply, I hope you will expedite it by clipper.

Yours sincerely,

Ott. Rogner

633-5th St, Lakewood, N.J.

26 May 1947.

Dear Otto:

Your letters of May 19 and 25th both reached me this morning. I don't know why they come that way, it is the second time it has happened.

On the back of this letter is the reply I received from Duke Ramsey which bears out what I learned in Washington: the Navy, no matter how well disposed they are, has no funds for reconditioning the Cheng-Ho, though I believe Mrs Archbold could have had it done if she had raised a stink back in 46, but perhaps then she would have had to pay duty on the vessel for American entry. I don't know.

Maybe by now you have heard officially from the Department. I would think it wise to wait until you hear before starting any publicity about your new scheme. This idea sounds like one solution anyway. You know lots of money has been made on fishing ventures in the past several years. The main thing of course is the experience and business sense of the people running it and the question of access to markets. Another angle would be all this company's assets be tied up in one ship, the Cheng-Ho? In this case a wreck would be fatal without insurance. Better check up on insurance rates and what kind of crew are required to meet the insurance requirements. Can you get engines for the Cheng-Ho in Hawaii that will give you a speed enough to make its use profitable? Your submarine engineer should be able to answer this and is your French Captain a man of any business experience or like you and myself a novice? Also can you fit it out under present conditions for ten or fifteen thousand and provide for contingencies? In the last resort you know if the Navy turns us down cold on the reconditioning deal, I still think I could wangle authority from the Secnav to use some Navy facility such as docking and to borrow surplus equipment. We would have to hang on to the Scientific end, at least tentatively, to get that though. The Navy has plenty of surplus equipment, but how useful it would be on a fishing vessel I don't know, but I am sure that radio and refrigerating equipment could be used, also ground tackle, if we haven't got that.

Is this business a year round one or is it seasonal? In other words, do you have to get busy right away or can you start whenever the ship is ready? Will banks in Hawaii lend money on new projects like this? I am asking a lot of questions because I am interested and if I were rootloose I would be in Honolulu now, but as you know I have a family which is pretty well scattered now, but I have to think of Henriette and her mother. Also I can't take any financial responsibility at the moment, but when I see your prospectus I could try to raise some if it looks like a good speculation.

I will be looking forward to hearing from you and if you want me to do anything more in Washington I will be glad to undertake it and go right up to the Secretary if necessary.

All the family send love. Helen and Carmi are going out in June to Minerva's wedding and we are probably going up and spending some days with Glenn and Patsy.

Alona,

Freemty

NAVY DEPARTMENT

OFFICE OF THE CHIEF OF NAVAL OPERATIONS

WASHINGTON 25, D. C.



19 May 1947.

Dear Swift:

I have your letter of the 15th and I regret very much that my reply thereto can not be helpful. As much as I should desire to do something, my hands are tied.

The situation, both money-wise and personnel-wise today prohibits any effort by the Navy outside of the Navy. As you are aware from the newspapers, these are lean days insofar as the Navy is concerned.

Rest assured that I stand ready and willing to assist in any other manner which may further your efforts.

Hoping that your efforts will eventually prove successful and looking forward to seeing you in the near future, I am,

Ever Faithfully,

D. C. RAMSEY
Admiral, U.S. Navy.

Comdr. J. P. Norfleet,
633 - 5th Street,
Lakewood, N.J.



Enclosed
3565 Robinson Road
Washington D.C.



AIR LETTER

VIA AIR MAIL
PAR AVION

Mr. Otto Bequaert
2234 University Avenue
Himalaya, T. H.

IF ANYTHING IS ENCLOSED, THIS LETTER
WILL BE SENT BY ORDINARY MAIL

FIRST FOLD

SECOND FOLD

Washington June 8. 1947. Dear Otto

I have been in the yard the past week - there for duty in answering your letters. I find the following in my album "Chief to maiden trip Hong Kong & Manila - Sail 1. 8. 47. Average speed 6-8 knots per hour - Sail alone, in 8 hours 7 hours (35 miles per hour) 8 knots per hour. Power alone was measured with 8-6 knots per hour. I have found 3 blue ferns. 1 sail plan. 1 Paddle (looking to Port) 1 Plan. I will mail these tomorrow digested mail. Also glad there have been preserved they may be of help to you. I met the Dr. Bischofs in Honolulu. I was most interested in his book. It was certainly a marvelous experience. My advice at the fishing. Company is worth nothing. I can't imagine this in boat full of fish could be a pleasant place to go - Cruising. In fact Smith has just left for 6 months in Japan, picture. Lecture material for next winter. Lecture. Morris could not go with him. The boys have opened the house in San Francisco - they all plan to be there all summer. I expect to stay here until September then go to Santa Fe for a month & be near the babies. We have had terrible rains the last few days, very changeable weather which makes me more than ever glad of the winter months in Nassau. Have you seen my friend Mrs. Widdowson in Honolulu yet. I know you will like her. Life all goes well. I am glad to hear from you.

Lakewood, New Jersey
June 10th, 1947.

Dear Otto:

Your letters of May 29th and June 4th have arrived and many thanks for all the information. I have looked up Fanning and it being British I suppose that answers the Customs restrictions. Of course the Marquesas and the Society Groups are also available though farther away.

By the way did you ever get the sails from Annapolis? I understood that they had been shipped to Pearl, but I never received any official notice. If they are not in Pearl have the Navy look them up and let me know so I can get after the matter here. Those sails are new and you will need them. I still cant see how you can equip the for less than about \$25000 for the original engine installation cost about \$13000.

As to the guns keep two of them if you need them. If I ever get a chance to come out I would have to bring a shot gun with me anyway. The idea of coming out appeals to me but I would have to do some arranging beforehand. You know Henriette's mother is over eighty and absolutely dependent on us. And where family is concerned, Helen and Carmi are in Michigan and the three of us are going to Riverdale Thursday the 12th for three weeks, so if you want me to do anything in New York, write to me there. When I get back about the 26th, I can make another trip to Washington if necessary. I dont think you will get anything from Denfeld until he consults Washington anyway.

As to the fishing business here in the East that fish is sold in frozen form from South Africa, Cuba and Haiti, and it must be a good business, though it cant compare with the Northern variety. How do you plan to catch them? nets or traps? And is your market Hawaii or the States? The old Cheng-Ho should be able to earn its keep, barring breakdowns, wrecks or just fisherman's hard luck. It has been a wonderful business during the war and it may continue so.

Your French Captain seems to know how to sail a junk which is more than I can do but I think I could learn. With second hand engines you will have to be prepared to sail. Getting any good engines is going to be your real problem, and probably the biggest stumbling block. I cant offer any advice on that because I dont know what kind of engines you can put in the Cheng-Ho.

Let me know anything you think I might be able to do and I will tackle it, But I think most things will have to be wangled right in Hawaii. Best from the family. Both Henriette and myself would like to be joining you soon.

As always
Sincerely,
R

4919 Goodridge Ave,
June 26 1947

Dear Otto:

Your letter of June 18th was received here in Riverdale and the letter enclosing the Navy report was forwarded from Lakewood. I went down to the Customs Office in New York this morning and it looks to me as if you can register the Cheng-Ho under the American flag on two counts without having to pay any duties. To begin with, Article 370 of the U.S. Customs Regulations provides that you can register a foreign built yacht without payment of dues if it is to be used for commercial purposes. This covers your fishing deal. Also Executive Order ~~9844~~ 9177, signed by the president authorizes the Navy to take over vessels of foreign Registry and induct them into the Naval Service. The officials informed me that you would need merely the Naval Records showing that the vessel was taken over by the Navy and later returned to the original owner as a possession of the Navy, which Lockhart's letter plainly shows.

The Navy correspondence is very interesting and bears out what I told you in the Beginning that the only chance you had was for Mrs Archbold to hold on to the boat and demand some redress which she might or might not have got. If she had stated that she wanted the yacht for scientific purposes they would at least have turned over surplus materials to her. But I don't suppose she wanted the bother of this and who can blame her?

In regard to the engines my dope on them is in Lakewood but I will try to get you spare parts catalog from the Manufacturers as soon as I return next Wednesday. I will ask them to send it by air mail. My guess is that you will certainly need one new engine of same type and possibly you can get one engine out of the two on board.

Mrs Will Degener and her son were around a few days ago. Helen is still in Michigan.

Have just reread your letter and note that you mention Superior engines in connection with Cheng-Ho. I find they have a phone in N.Y. and I will call them in the morning and get you some quotations, also a catalog of spare parts. I don't know but my guess is that a new engine of 125 H.P. will amount to two or three thousand bucks. Diesels have never been cheap but some practically new ones may be kicking around somewhere in surplus; and it is possible that I can get on the trail of a couple. So long for the moment. Will let you know about the engines. The family

Sent love - we are all well as always
Sincerely,
Sterling

Superior Engine Co - 401-4th Ave. N.Y.C. 5-2157
is sending you spare parts price, and
price of new engine for 110 H.P. Superior
engine - stand engine parts -
Real S.

Papeete, le 30 Juin 1947.

Cher Monsieur DEGEN,

Merci infiniment de votre lettre du 21 avril et des 3 livres qui l'accompagnaient. Même par avion, vous vous rendez compte, par la date de ma réponse, des délais considérables nécessaires à l'échange d'une correspondance même entre Honolulu et Papeete. En fait, nous n'avons de relations aériennes à peu près suivies que par la voie de la Nouvelle-Zélande. Ajoutez à cela que j'étais prêt à partir en tournée d'inspection aux Iles-Sous-Le-Vent à la réception du courrier, et cette tournée m'a pris 3 semaines. Il faudrait maintenant que je parte pour Moorea puis pour les Iles Australes : vous comprendrez alors combien, malheureusement et malgré moi j'ai peu de temps à consacrer à la botanique, et vous m'excuserez de la lenteur de mes réponses.

Ce que vous me proposez est fort intéressant. Je vais donc établir les listes des plantes de Tahiti qui figurent dans vos ouvrages, et les listes de celles qui n'y figurent pas. Mais, outre les deux éditions de votre "Flora of Hawaii National Park", je n'ai que deux séries des planches de votre New illustrated Flora of the Hawaiian Islands (environ 200 planches). Ne m'en manque-t-il pas au moins une série? - Je ne paie effectivement aucun droit pour les livres en provenance d'Amérique.

Mais nous allons de toute façon nous heurter à deux difficultés principales qui retarderont la parution de l'ouvrage sur les plantes de Tahiti:

1°) Il n'y a à Papeete pour le moment aucune imprimerie qui puisse faire ce travail correctement, faute d'outillage. Dites-vous que nous n'avons pas encore de linotype et que toute la composition se fait à la main, avec un jeu de caractères, très insuffisant. Il faudra donc attendre un outillage moderne, ou faire exécuter l'impression en France, à mon retour là-bas.

2°) J'aurai du mal à obtenir les dollars nécessaires à l'achat des dessins que vous me proposez d'imprimer : question d'argent d'abord, question de devises ensuite. J'écris tout de suite en France pour voir si l'on ne pourrait pas là-bas nous subventionner, et dans quelle mesure.

J'ai été désolé d'apprendre combien vous avez été éprouvé par le raz-de-marée du 1er avril 1946 : c'est une perte difficilement réparable que vous avez subie. Je n'étais pas encore arrivé à Tahiti à ce moment, mais l'île a peu souffert : quelques cases seulement détruites, à quelques Km de Papeete. Vous me dites n'être jamais venu à Tahiti; si vous en avez un jour l'occasion, soyez assuré que ce serait pour ma femme et pour moi une véritable joie de vous recevoir. Malheureusement, si je lis à peu près l'anglais scientifique,

je ne la parle pas et ne puis écrire. Mais c'est difficile, car nous ne pourrions pas, j'en suis sûr, en faire un bon.

Croyez, cher Monsieur DEGINER à mes sentiments très cordiaux.

P.S. - Je n'avais trouvé aucune vue aérienne de Tahiti à mon passage à Paris; mais ne vous dérangez pas davantage pour cela.

R. Papey
Directeur de l'Enseignement
Papeete (Océanie fr.)

1°) Il n'y a à Papeete pour le moment aucun jardinier qui puisse faire un jardinier, mais il y a un jardinier qui a été envoyé à l'école de jardinage de Papeete. Il faut donc attendre un ou deux mois pour qu'il arrive. Il faut donc attendre un ou deux mois pour qu'il arrive.

2°) L'année ou moi à obtenir les lettres nécessaires à l'achat des bases des bases de l'enseignement. L'année ou moi à obtenir les lettres nécessaires à l'achat des bases des bases de l'enseignement.

3°) L'année ou moi à obtenir les lettres nécessaires à l'achat des bases des bases de l'enseignement. L'année ou moi à obtenir les lettres nécessaires à l'achat des bases des bases de l'enseignement.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That OTTO DEGENER, hereinafter referred to as the "SELLER", of the City and County of Honolulu, Territory of Hawaii, sole owner of the undocumented junk yacht, CHENG HO, which vessel is believed, but not warranted to be, approximately of the dimensions and description set forth below:

Length overall	98 feet
Length Water Line	85 feet
Beam extreme	24 feet
Draft	10 feet 6 inches
Twin Screw Diesel 110 Horsepower each Make "Superior"	
Gross Tonnage about	125 tons
Net Tonnage about	100 tons.

For and in consideration of the issuance of Fifty (50) shares of common stock of the Cheng Ho Trading and Exploring Company, Limited, a Hawaiian corporation, receipt of which is hereby acknowledged does hereby bargain and sell unto said Cheng Ho Trading and Exploring Company, Limited and its assigns the whole of the said undocumented junk yacht "As is, where is", together with her engines, machinery, masts, boats, anchors, cables, tackle, furniture and all other necessities thereunto appertaining and belonging now on board.

TO HAVE AND TO HOLD the said whole interest of the said undocumented junk yacht and appurtenances thereunto belonging and now on board unto it, the said Cheng Ho Trading and Exploring Company, Limited, and its assigns to the sole and

only proper use, benefit and behoof of it, the said Cheng Ho Trading and Exploring Company, Limited, and its assigns forever.

RESERVING and EXCEPTING unto said Otto Degener, however, for so long as the said Cheng Ho is owned by the said corporation, the sole and exclusive use of the aft cabin and connecting bath for his own purposes and the purposes or uses of anyone designated by him.

And the Seller hereby expressly makes no warranty or guaranty as to the seaworthiness, description, capacity, condition, tonnage or otherwise concerning the said junk yacht and appurtenances thereunto belonging, or with respect to any claims, liens or judgments of record or otherwise that may exist against said junk yacht, and expressly conveys said junk yacht "As is, where is", without warranty of any sort, intending to convey only such interest therein as Seller may have.

IN WITNESS WHEREOF, said OTTO DEGENER, has hereunto set his hand and seal this _____ day of July, 1947.

OTTO DEGENER

TERRITORY OF HAWAII,)
 : SS.
CITY AND COUNTY OF HONOLULU.)

On this _____ day of July, 1947, before me personally appeared OTTO DEGENER, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public, First Judicial Circuit
Territory of Hawaii.
My Commission expires June 30, 1949.

July. 1947
Ott. Be Hegener - President of Tarenta, 2 shares of stock.
Harold English. " 4 issued
French citizen Resident of Honolulu > Geo. Archer. Canon. Director. 55 shares of stock.
Nov. 1947

Shares outstanding around 194.

Eric de Binschop is captain. 65% majority stockholder.
Mrs Constable.

Mrs. de Bernhips - one share.

Schultz, Eugene - 5 shares.

Emilio Chidley - 5 shares. pro.

Le Roy K Peiler - ~~5~~ 7 or 9 shares pro

Saturnino Mailayo - 1 issued - 46 issued. pro. It is not for wages

Harry Brooks. Engineer. Brown Bros - 4 shares. anti.

John Florintino Das - 5 shares - anti.

Richard Glassie Clark - 4 - anti.

Audrey Archer - 1 share - ?

Chinese constructed for American owner.

Turned out by - duty avoided.

Requisitioned after war. Hegener bought vessel for \$5000 carb & comm.

July 7, 1947
July 7, 1947. He Binschop French Consul. (Victory D. - signed by and Hegener.

5400 put up de Binschop getting signed 54 shares.

7 captured vessel for 50 shares \$100 per value stock. - in contract for oil for trips to South Seas.

option to repurchase 15,000 in July, 1952

Cap. stated papers - trading & fishing.

Put in operation Nov 26, 1947 - lot of sailing.

May. Sec 7 was. - Oct 15, 1947. Used threat of 10,000 threat duty & put under French flag. Put under French flag has 15 in there late 1948

II.

That the defendant corporation was organized for the purpose of trading, and in furtherance thereof the vessel *Cheng Ho*, owned by the said corporation was to be operated solely for the benefit of the said corporation, and that the proceeds of such operation were to be assets of the said corporation, that despite such purposes the defendants *Erin de Brinley*, and *William Shultz* have used said vessel for their own purposes and have failed to turn over the proceeds of ~~the~~ operation of said vessel to the defendant corporation, but have fraudulently converted said assets to their own use and purposes.

and that a receiver be appointed by this court pendente lite to an order may be issued to ~~the~~ the defendants

1.

2. That an order be issued to the respondents enjoining them, or any other person acting for or on their behalf from removing, secreting, or transferring any of the assets of the said corporation from before the jurisdiction of this court.

3. That an order be issued to respondents to show cause why a receiver pendente lite should not be appointed by this Honorable Court to take possession of the ^{books, papers and means} assets of the said corporation, and to further collect the moneys, profits and income derived from said property and to hold and conserve the same pending the further order of this court.

4. That an account may be had to ascertain the amount of moneys paid by the corporation to the said defendants *Erin de Brinley* & *William Shultz* in excess of the amount of assets legally due said defendants and each of them.

the ~~of~~ petitioners as, here seek other & further relief in the
premises as may be just and equitable.

leg. sold stock to the Bishop. 66 shares. \$6,000. cash. - Additional
stock received for additional capital investments. Bought shares
from ? after Oct 15, 1947. Had loaned \$4500 to the corp in addition.
Vene ^{libelled} attached 2 day. in Jan 1948. settled for \$4,000. paid.

sent for wages Tahitian servants.

- Cay cost \$8,000. - sold \$18,000 ^{+ 20% 1945} Filled March 22. - April Dec 29, 1947

In Tahiti. Cheng 1/20 charter. sold by Coan's brother & Commissioner
Return corp purchased late January 1948. - study in warehouse.
^{16,000 worth of vanilla.}

Mrs. Constable
Mrs. de Bishops
Mrs. Coan
V. E. Ellett

Cost paid for
after first charter.

Directors decided to turn business over to Captain - ~~after~~ ^{after} Ellett.
Went to French Ct. He stated it. Claimed he should be authorized to
conduct business for the first charter. 16,000. worth of cays given
to Ellett on return. Ellett is cays cost \$2,500 sold for \$8,000.
Ellett's original contribution \$8,000. Directors - meeting ^{sometimes in} ~~one~~ Aug 1948.
never called directors' meeting. never notified.

On Thursday of last week directors' meeting - never notified.

Went accounting of receipts -

Have downed down corporate books & no reply. ~~sent~~ no copy of letter
claiming residence in Tahiti.

Present officers.

Pres. Constant de Bishops President.

V.P. Mrs. Constable.

Sec. Tr. Mrs. William Schultzy. - ^{now 6 demands in Ct.} ~~resident of Tahiti.~~
de Bishops.

Coan.

~~Ellett~~ Robinson.

This Case registered in Feb of this year.

was ~~deposition~~ change in registration of boat.

Used on ferry boat Sailed Tahiti July 8.

Has organized French Corp. & has entered into charter contract
for 2 years at \$2,000.00.

\$1,400 standing in company's name.

Otto's daughter. 95148

General. 56409.

863953

CONVENTION

LE PRESENT ACTE passé et déposé ce. jour de Juillet 1947, par et entre la Société CHENG HO TRADING AND EXPLORING COMPANY, LIMITED, corporation hawaïenne, ci-après dénommée la "corporation" et OTTO DEGENER, demeurant en la ville et Comté de Honolulu, Territoire de Hawaii,

Attendu que ledit OTTO DEGENER était fondateur de ladite corporation dont il est actuellement actionnaire et,

Attendu que ledit OTTO DEGENER a rendu par sa participation de grands services à la corporation et a transféré la propriété d'une valeur supérieure aux services rendus et à son droit de propriétaire ainsi qu'ils ont été compensés par des actions dans ladite corporation et,

Attendu que, spécifiquement, ledit OTTO DEGENER a transféré à la corporation, en échange d'actions dans ladite corporation un certain yacht du genre jonque sans documentation et connu sous le nom de CHENG HO, et,

Attendu que la corporation est sur le point d'entreprendre des réparations et reconstruction dudit yacht en forme de jonque, le CHENG HO.

SUR QUOI EN CONSEQUENCE, les parties ont ici convenu ce qui suit:

La corporation en raison de ce qui précède et moyennant au surplus la somme de un dollar (\$ 1.00) payée en espèces par ledit OTTO DEGENER à la corporation, dont quittance est donnée par ces présentes, concède audit OTTO DEGENER une option de rachat dudit yacht CHENG HO pendant cinq ans à compter de l'exécution des présentes, pour la somme de quinze mille dollars (\$ 15.000), ladite option devant être exercée par ledit OTTO DEGENER au moyen d'un avis par écrit adressé à la corporation dans les quinze jours qui suivront l'expiration du délai de cinq années à compter de l'exécution des présentes et après réception de cet avis, ladite corporation transférera et vendra ledit CHENG HO à Mr. OTTO DEGENER au prix ci-dessus mentionné. Au cas où ladite option ne serait pas exercée par Mr. OTTO DEGENER comme il est dit plus haut, elle cessera et ne pourra plus être exercée.

Ledit CHENG HO devra être transféré et livré à Mr. OTTO DEGENER dans le cas où l'option serait exercée, y compris ses moteurs, machineries, mâture, embarcations, ancres, câbles, palans, fournitures et tous objets nécessaires lui appartenant et faisant partie du bord, libre de tous engagements, réclamations, taxes et charges de quelque nature que ce soit.

En cas de décès de Mr. OTTO DEGENER ou d'incapacité légale au cours de la période accordée pour l'exercice de son option, celle-ci pourra être exercée par ses administrateurs, exécuteurs ou ayants-droit, à moins qu'une ou plusieurs personnes aient été spécialement désignées dans son testament à l'effet d'exercer ladite option, auquel cas la personne ou les personnes désignées dans son testament auraient tous les avantages et pouvoirs conférés par l'option dont s'agit.

EN FOI DE QUOI les parties ci-dessus ont rendu exécutoires ces présentes, ce. jour de Juillet 1947.

CHENG HO.....

CHENG HO TRADING AND EXPLORING COMPANY, LIMITED

TERRITOIRE DE HAWAII,
VILLE ET COMTE D'HONOLULU.

Ce _____ jour de Juillet 1947, par devant nous, ont comparu ERIC DE BISSCHOP et OTTO DEGENER, de nous personnellement connus, lesquels, serment dûment prêté, ont déclaré être respectivement Président et Secrétaire, de la CHENG HO TRADING AND EXPLORING COMPANY, LIMITED, et que le sceau apposé sur ledit acte est le sceau régulier de ladite corporation, et que l'acte a été signé et scellé au nom de ladite corporation par autorisation du conseil des directeurs, et que lesdits ERIC DE BISSCHOP et OTTO DEGENER l'ont reconnu comme étant l'acte libre et l'œuvre de ladite corporation.

Notaire Public de la première circonscription
judiciaire du Territoire de Hawaii

Mon mandat expire le 30 Juin 1949.

TERRITOIRE DE HAWAII,
VILLE ET COMTE D'HONOLULU.

Ce _____ jour de Juillet 1947, par devant nous, a personnellement comparu OTTO DEGENER, connu de nous pour être la personne désignée dans l'acte ci-dessus, qu'il a exécuté, et a reconnu l'avoir exécuté librement et volontairement.

Notaire Public de la première circonscription
judiciaire du Territoire de Hawaii

Mon mandat expire le 30 Juin 1949.

Pour traduction conforme,
L'interprète assermenté:

Alex. Drollet



STOCK OPTION CONTRACT

THIS INDENTURE, made and entered into this 7th
day of July, 1947, by and between OTTO DEGENER and MATILDA
P. CONSTABLE, both of Honolulu, City and County of Honolulu,
Territory of Hawaii,

WITNESSETH

The parties hereto being the majority of the present
stockholders of the CHENG HO TRADING AND EXPLORING COMPANY,
LIMITED, a Hawaiian corporation, in consideration of their
mutual promises herein contained, do hereby agree with each
other that prior to offering for sale any of the stock of
the said corporation now held by them that they will first
offer the said stock for sale to each other.

It is agreed in such event that the said stock shall
be offered to the other stockholder at the book value of said
stock then existing on the books of said corporation and in the
event the option herein given be exercised, the Parties hereto
hereby bind their heirs, executors, administrators and assigns
to make conveyance of the said stock in accordance with the
terms hereof. In the event, however, the said option be not
exercised by the stockholder to whom offered within thirty (30)
days after notice of intention to sell stock has been given in
writing by the stockholder desiring to sell stock, then said
stockholder desiring to sell stock may proceed to sell on the
open market or to any person such shares of stock on which the
option to purchase herein given has not been exercised by the
other stockholder.

Specifically but without limitation of the generality
of the foregoing, the parties hereto agree and hereby bind their

heirs, executors, administrators and assigns that in the event of the decease of either of the parties hereto that the stock of the said corporation held by the deceased shall be offered for sale to the other party hereto at the book value then existing on the books of the corporation, and in the event said offer is accepted, the parties hereto severally bind their heirs, executors, administrators and assigns to make conveyance of said stock in accordance with the terms hereof.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed this 7th day of JULY, 1947.

Otto Degener

OTTO DEGENER

Matilda P. Constable

MATILDA CONSTABLE

TERRITORY OF HAWAII,)
 : SS.
CITY AND COUNTY OF HONOLULU.)

On this 7th day of July, A. D., 1947, before me personally appeared OTTO DEGENER and MATILDA CONSTABLE, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Hattie Bang Lee

Notary Public, First Judicial Circuit
Territory of Hawaii.

My Commission expires June 30, 1949.

AGREEMENT

THIS INDENTURE, made and entered into this 7th day of July, 1947, by and between the CHENG HO TRADING AND EXPLORING COMPANY, LIMITED, a Hawaiian corporation, hereinafter called the "corporation" and OTTO DEGENER, of the City and County of Honolulu, Territory of Hawaii,

WHEREAS, the said OTTO DEGENER was the original promoter of said corporation and is at the present time a stockholder of the same and,

WHEREAS, the said OTTO DEGENER has expended and contributed to the corporation services of great value and has transferred property above and beyond such services and property as were compensated for by the issuance of stock of said corporation and,

WHEREAS, specifically, the said OTTO DEGENER did transfer to the said corporation in return for stock of the said corporation, a certain undocumented junk type yacht, known as the CHENG HO, and,

WHEREAS, the corporation is about to undertake repairs and reconstruction of said junk type yacht, Cheng Ho.

NOW THEREFORE, the parties hereto agree as follows:

The corporation for the consideration above recited and in further consideration of One Dollar (\$1.00) cash in hand paid by the said OTTO DEGENER to the corporation, receipt whereof is hereby acknowledged, hereby grants unto the said OTTO DEGENER an option to re-purchase the said yacht, CHENG HO, from the said corporation five years after the execution of these presents for the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00); said option to be exercised by the said OTTO DEGENER by notice in writing to the

corporation on or within fifteen (15) days after the expiration of five (5) years from the execution of these presents, upon receipt of which notice the said corporation will transfer and sell the said CHENG HO to the said OTTO DEGENER at the price aforementioned. Should said option be not exercised by the said OTTO DEGENER as aforesaid it shall cease and be no longer exercisable.

The said CHENG HO shall be transferred and delivered to the said OTTO DEGENER in event such option is exercised, together with her engines, machinery, masts, boats, anchors, cables, tackle, furniture and all other necessities thereunto appertaining and belonging on board and free of all liens, claims, taxes and incumbrances of any nature whatsoever.

In the event the said OTTO DEGENER be deceased or otherwise legally incapacitated during the period herein granted for the exercise of his option, then the option herein granted shall inure to the benefit of and be exercisable by his administrators, executors, and/or assigns, unless a specific person or persons be designated in his will for the purpose of exercising said option in which case the person or persons named in his will shall have all the benefits and powers given by the option herein contained.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this 7th day of July, 1947.

CHENG HO TRADING AND EXPLORING COMPANY,
LIMITED,

By:

Ev an B. Smith

Its President

Otto Degener

Its Secretary - Treasurer

Otto Degener
OTTO DEGENER

TERRITORY OF HAWAII,)
 : SS.
 CITY AND COUNTY OF HONOLULU.)

On this 7th day of July, 1947, before me appeared
ERIC DE BISSCHOP and OTTO DEGENER, to me personally known, who, being by me duly sworn, did say that they are
 the President and Secretary-Treasurer respectively,
 of CHENG HO TRADING AND EXPLORING COMPANY, LIMITED, and that the
 seal affixed to said instrument is the corporate seal of said
 corporation, and that the instrument was signed and sealed in
 behalf of said corporation by authority of its board of directors,
 and said ERIC DE BISSCHOP and OTTO DEGENER
 acknowledged the instrument to be the free act and deed of said
 corporation.

Hattie Pang Lee
 Notary Public, First Judicial Circuit
 Territory of Hawaii.

My Commission expires June 30, 1949.

TERRITORY OF HAWAII,)
 : SS.
 CITY AND COUNTY OF HONOLULU.)

On this 7th day of July, 1947, before me personally
 appeared OTTO DEGENER to me known to be the person described in
 and who executed the foregoing instrument, and acknowledged that
 he executed the same as his free act and deed.

Hattie Pang Lee
 Notary Public, First Judicial Circuit,
 Territory of Hawaii.

My Commission expires June 30, 1949.

Entered of Record this 16th day of August A. D. 1948 at 2:38
 o'clock P.M. and compared. Mark N. Huckestein, Registrar of Conveyances.

By [REDACTED] Clerk

Other Deed
51394
1938

INDEXED

TERRITORY OF HAWAII
OFFICE OF
BUREAU OF CONVEYANCES

Received for record this 16th
day of August, A. D. 1948
at 2:38 o'clock P. M. and
recorded in Liber 2156
on Pages 247 - 249

AND COMPARED

J. J. J. J.
Registrar of Conveyances

By _____ Deputy Registrar
Recording Fee \$ 6.00

Mokuleia Beach, Waialua, Oahu.
July 9, 1947.

Mr. W. C. Hiberly,
Collector of Customs,
Honolulu, T.H.

Dear Mr. Hiberly:

Getting back to the "Cheng Ho" case again:

As I cannot financially or physically handle the Cheng Ho myself to further scientific research, I have been obliged to lower my standards and to comprise. Namely, I am starting a corporation called the "Cheng Ho Trading & Exploring Co., Ltd." We plan to take trade goods to the South Seas and either sell them or barter them for various sea products. That will be the "Trading" part of the company, enabling me to have funds and seamen to help me in "Exploring" for plants and other scientific objects. Furthermore, I have reserved the aft double-bunk cabin and adjoining bath for myself. During these trading and fishing trips, I, a professional botanist, and some visiting scientist of my choice shall live in this cabin, using it as a laboratory to conduct our researches. In this way, we can also reach isolated islands not previously studied scientifically. In fact, the Cheng Ho can leave us on some isolated island and months later pick us up and return us to Honolulu with our scientific booty. Incidentally, I might add that for the first trip, Prof. Fisher, a bird specialist, has received permission from Pres. Gregg Sinclair to be my guest provided I can get him back for the beginning of class this Fall.

The Cheng Ho, built in Hong Kong, is ^{considered} of British origin, though many fundamental and most expensive parts like the engines are American! But as I am an American citizen and the boat is registered in the U.S., Consul O'Dwyer informs me the Gilbert & Ellice Islands are closed to us for fishing. The British want to limit their fishing grounds to their own nationals.

In answer to a request for information addressed months ago to the lady in your Department in Room 118 1/2, I was informed verbally that because the Cheng Ho had been built in Hong Kong, she cannot be employed in trade, commerce, fishing, etc., between two American ports. With British islands likewise closed to the Cheng Ho, this verbal ruling closing American ports to us just about wrecks the usefulness of the Cheng Ho. I doubt that this is the intent of any law.

I have mentioned the possible hurdles in our way to various navy and civilian friends and have been given various advice as to how to overcome the ~~ruling closing American ports to trade~~. I am following one phase of this advice now:

Thus far I have received only a verbal ruling from your office, a quick ruling perhaps ~~not taking into consideration~~ subtle exceptions and fine points. I am writing you now to request a written one so that if a difference of interpretation of laws exists, these differences can be ironed out with satisfaction. Or if the law is definitely without any question whatsoever against the Cheng Ho, I should like Mrs. Archbold to go after the Navy and Legislators with her "big stick." If they will admit

officially that they "wrecked" the Cheng Ho and reduced her value to about \$10,000, and I then put a lot of repairs in her, I believe your custom laws allow her to trade between two American ports.

Commander J.P. Norfleet visited the Customs Office in New York City June 26 and according to the ruling of that office:

1. Article 370 of the U.S. Customs Regulations provides that I can register a foreign built yacht without payment of dues if it is to be used for commercial purposes. This covers the fishing and trading deals.

2. Executive Order 9177, signed by the president, authorizes the Navy to take over vessels of foreign Registry and induct them into the Naval Service. The customs officials in New York informed Cmdr. Norfleet that I need merely the Naval Records showing that the vessel was taken over by the Navy and later returned to the original owner (Mrs. Archbold) as a possession of the Navy, which the Navy letters I have plainly show. Such vessels are considered in the same category as those built in the U.S.

May I have your studied interpretation soon in writing about the Cheng Ho situation? If there is any difference of opinion, I wish the liberty to rush a copy of your letter to the New York office to get their comments before forwarding both findings to Mrs. Archbold to handle in Washington. In the meantime, I am having the Cheng Ho put into seaworthy condition for a trip to Tahiti. We may be ready to sail in about a month. If it is true that the Cheng Ho is worthless to Americans, I may be able to find a Frenchman in Tahiti to purchase her and thereafter wash my hands of the entire affair.

May I add that when I asked for confirmation at Room 118 1/2 of the recent New York Customs Office ruling, the lady summarily stated New York was wrong and as "proof" gave me the U.S. Dept. Commerce publication regarding "Navigation Laws of the U.S. (1940), compiled by F.K. Arzt," and challenged me to show her where in this book a vessel like the Cheng Ho could engage in trade between two American ports. Every compilation is always only a poor approximation of the truth so I left feeling very insecure and unconvinced. It is my opinion that she bases all her findings on the compilation while the far larger New York office in answer to an enquiry by a Navy Officer based their ruling after reading word for word an actual copy of Article 370 and one of Executive Order 9177.

I shall not write the New York office that the local office stated they ~~erred~~ until I hear from you.

Sincerely,

Perhaps I can transfer ownership of the Cheng Ho to my relative Cmdr. Norfleet, let him register her in New York as her home port and have her come under the jurisdiction of the New York Customs Office.

(printed seven years ago and probably written a goodly number of years before that)