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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.



TREASURY DEPARTMENT
BUREAU OF CUSTOMS
HONOLULU 6, HAWAII



OFFICE OF THE COLLECTOR
DISTRICT NO. 32

ADDRESS ALL COMMUNICATIONS FOR
THIS OFFICE TO THE COLLECTOR
AND QUOTE FILE NO.

970.165

July 15, 1947

Mr. Otto Degener,
Mokuleia Beach,
Waialua, Oahu.

Sir:

Receipt is acknowledged of your letter of July 9, 1947 regarding
the CHENG HO.

Before a specific ruling may be made, it will be necessary that
you advise this office of the complete chain of title of the vessel
since the time it was owned by the U. S. Navy, furnishing us with
bills of sale or other written evidence of transfer of title.

Very truly yours,

Warde C. Hiberly
WARDE C. HIBERLY,
Assistant Collector of Customs.

THE PACIFIC COMMAND
AND UNITED STATES PACIFIC FLEET
HEADQUARTERS OF THE COMMANDER IN CHIEF

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

24 JUL 1947

Dear Mr. Degener:

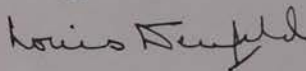
I have just received a letter from the Navy Department concerning the final decision made in regard to your request for the restoration or repair of the CHENG HO by the Navy or its repair by you with the use of Navy surplus materials.

The Navy Department has concluded that inasmuch as the CHENG HO was declared surplus and sold "as is, where is", that no legal obligation of the Navy Department exists. Concurrently, the final decision was: "That the Navy Department denies any liability for the restoration or repair of the CHENG HO".

This decision was made after a careful review of the facts and findings furnished the Navy Department by a board of investigation appointed to conduct a thorough and extensive investigation and study of the acquisition and ultimate disposal of the CHENG HO.

I am confident that you will readily understand and agree that the Navy cannot accept the responsibility for the restoration and the repair of such surplus vessels, nor can it use Navy funds for such purposes.

Sincerely,



LOUIS DENFELD

Copy to:
Com 14



OFFICE OF THE COLLECTOR
DISTRICT NO. 32

ADDRESS ALL COMMUNICATIONS FOR
THIS OFFICE TO THE COLLECTOR
AND QUOTE FILE NO.

TREASURY DEPARTMENT
BUREAU OF CUSTOMS
HONOLULU 6, HAWAII



July 28, 1947

970.165

Mr. Otto Degener
Mokuleia Beach
Waialua, Oahu, T.H.

Dear Sir:

With reference to your letter of July 23, 1947 and enclosures regarding the CHENG HO, please advise this office of the citizenship status of the Cheng Ho Trading and Exploring Company, Ltd., and of the names and citizenship of its president and managing directors.

Very truly yours,

Harde C. Hinely
WARDE C. HINELY

Assistant Collector of Customs

Mokuleia Beach, Waialua, Oahu, T.H.
August 4, 1947.

Admiral Louis Denfeld,
Pearl Harbor, T. H.

Dear Admiral Denfeld:

I have your letter of July 24 regarding the Navy Department's decision regarding the restoration or repair of the CHENG HO.

Frankly, I am amazed at the findings, in view of the fact that the highest Naval officials, including the late President Roosevelt, verbally before numerous witnesses, not only once but repeatedly, accepted the CHENG HO for \$1.00 under very definite conditions, namely that she be preserved as a Museum piece. Such verbal promises are a sacred corollary to the written contract.

The beginning of looting, pilfering and vandalism of this scientifically important vessel, not during war times but actually before Dec. 7, constitutes, I believe, a flagrant breach of contract.

I fear if this finding is allowed to stand the consensus of opinion that the Navy has acted in an un-American and shabby way will remain. Hence I am accepting the decision under protest, confident that the Navy Department will eventually realize this present injustice and reverse the decision more in keeping with high Naval traditions.

I am taking the liberty of submitting a copy of your letter and of mine to Mr. Anne Goodland, Washington, D.C.
Sincerely,
the confusion of

UNIVERSITY OF ARKANSAS
COLLEGE OF ARTS AND SCIENCES
FAYETTEVILLE

DEPARTMENT OF BOTANY

August 15, 1947

Cdr. J. P. Norfleet
Cape May, New Jersey

Dear Sir:

An item in "Science" for August 8, which mentions the repurchase of the Cheng Ho by Dr. Otto Degener and the possibility of further explorations in the South Seas has aroused my interest. I would be glad to learn what arrangements, if any, might be made for a botanist such as myself to join one of these expeditions and the approximate dates which might be expected to be included in such an expedition. At present I am head of the department of Botany at the University of Arkansas with considerable work in taxonomy and ecology. I have been in communication with Dr. Degener before the war. I would be very glad if arrangements might be made for an expedition with him.

Thanking you in advance for as complete information as possible I am

Very truly yours,

Dwight M. Moore
Dwight M. Moore
Head of the Department

UNIVERSITY OF ARKANSAS
COLLEGE OF ARTS AND SCIENCES
FAYETTEVILLE

DEPARTMENT OF BOTANY

August 15, 1947

Dr. Otto Degener, Botanist
Honolulu, Hawaii

Dear Dr. Degener:

It was with interest that I read in a recent issue of "Science" that you have repurchased the Cheng Ho and contemplate further explorations in the South Seas. As suggested in this item I am writing Cdr. Norfleet for information, but would like to learn from you directly of the possibility of joining such an expedition. I'm interested particularly in taxonomy and ecology and would want to know about financial arrangements for such a trip.

Perhaps it would not be out of order to acknowledge at this time the receipt of several botanical items at the outbreak of the war. We have tried to take care of these and you may recall, also, that prior to that time we had purchased from you several centuries of Hawaiian and South Sea plants. As I recall now some of these were sent on approval or otherwise without definite previous price arrangements. I do not recall whether or not those deals were actually completed. If you have any definite information on these as to whether they need to be reopened, I shall be glad to hear from you.

Thanking you in advance for any information and in anticipation of the possibility of a trip with you I remain

Sincerely yours,

Dwight M. Moore

Dwight M. Moore
Head of the Department

✓ Curator of the Herbarium

suggested
Habitat
\$250.
C1007

R. PAPY

Papeete - Tahiti

Papeete, le 15 août 1947

Cher Monsieur Degener,

Nos lettres se croisent constamment, et elles arrivent bien lentement : il en sera ainsi tant que Tahiti ne sera pas desservi par avion; on nous promet cela pour l'année prochaine.

Je vous disais récemment que je serais très heureux de vous voir à Tahiti, et je crois que ce projet se dessine très favorablement, puisque vous êtes propriétaire du "Cheng Ho".

J'ai consulté le service des Affaires Economiques de la Colonie : on acceptera les marchandises que vous apporterez, mais pour le moment, vous seriez payé en francs-pacifique, et non en dollars. En tout état de cause, Tahiti a besoin de nombreuses marchandises, mais en petite quantité. N'oubliez pas en effet que la colonie n'a en tout que 55.000 habitants, dont la moitié à l'île Tahiti et sur ce nombre 12.000 à Papeete. Le tiers est constitué par des Chinois.

J'ai un ami commissionnaire-importateur, j'irai le voir demain matin et j'ajouterai à ma lettre la liste d'objets qu'il serait intéressant que vous emportiez.

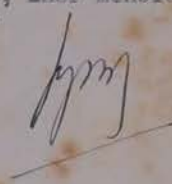
Personnellement, ma femme serait heureuse d'avoir un bon fer électrique. Pourriez-vous m'apporter également quelques publications du Bishop Museum, notamment :

- | | |
|---|----------------|
| - Grant W.L. - Flora of the Society Islands (est-il édité?) | |
| - Bulletin n° 105, 1933 | Bulletin n° 55 |
| - " n° 84, 1931 | " n° 120 |
| - " n° 89, 1931 | " n° 93 |
| - " n° 130, 1935 | " n° 57 |
| - " n° 20, 1925 | " n° 69 |
| - " n° 86, 1931 | " n° 103 |
| - " n° 102, 1933 | |
| - " n° 169, 1941 | |
| - A.S. Hitchcock. The grasses of Hawaii 1922 | |

Je n'ai pas encore eu le temps d'établir les listes de plantes qui poussent à la fois à Tahiti et aux Hawaii : mon travail administratif, mes tournées, m'absorbent de plus en plus, et je m'en arrache les cheveux. Toutefois, la liste sera faite, j'espère quand vous arriverez.

J'ai bien reçu les dessins que vous me renvoyez, et j'ai fait part de vos remarques à ma collaboratrice : car les compliments doivent s'adresser à elle et non à moi! (Vous ai-je remercié pour la bibliographie? Je la complète ici de mon mieux.)

A bientôt, donc, Cher Monsieur Degener. Croyez-moi bien cordialement votre :



TSVP

P.S.

16 août

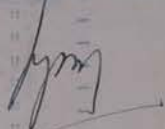
Voici les renseignements donnés par l'importateur dont je vous parlais (Maison Importex, rue Jeanne d'Arc, Papeete)

- 1°) Il vous faut d'abord une autorisation du Service Economique de Papeete, pour qu'on vous laisse débarquer la marchandise, M. Savoye, directeur de la maison Importex, pourra vous obtenir cette autorisation dès que vous lui aurez indiqué, de préférence par télégramme, si vous pensez venir bientôt, - ce que vous pouvez emmener avec vous parmi les articles suivants :
- x 1°) Dans la cale, des fers à béton armé. La colonie en manque.
 - x 2°) Quelques automobiles, minimum 12 chevaux : Tachez d'en amener au moins 3, ou davantage si vous pouvez, elles sont vendues d'avance.
 - 3°) Quelques frigidaires (une dizaine maximum)
 - x 4°) Chocolat en tablettes
 - 5°) Cigarettes : Lucky, Camel, Chesterfield, Philipp Morris
 - 6°) Tissus - Possibilité de vente de 10.000 yards de Rayonne unie, bien, rouge, rose, C I F Papeete de 70 à 80 cents. N'emportez pas de cotonnades.
 - x 7°) Whisky, Gin. On n'en reçoit plus du tout.

Pour tous ces articles, il faut une patente plus une licence pour l'alcool. La maison Importex possède cela; elle vous donnera toutes indications utiles dès que vous aurez répondu ce que vous pouvez emmener.

Le kérosène à 10 cents le gallon n'est pas cher, vendu Tahiti, mais nous n'en manquons pas en ce moment.

Bien amicalement,



2^e P.S. Ma femme veut beaucoup d'avoir 6 yards de beau tinte violet-^{luminé} (purple-pink?) pour faire une robe du soir. De même, je serais heureux de quelques boîtes de cigares.

Mokuleia Beach, Waialua, Oahu.
Aug. 17, 1947.

(Copy)

Dear Mr. Shivers:

I have your recent letter regarding the Cheap Ho and believe you also erred in your findings. I am convinced that further study by you will show that the Customs Regulations are not made to hamper legitimate commerce. May I therefore take the liberty of requesting your further study of the complicated rules and regulations and a second opinion?

You must excuse my present lack of confidence, in which others join me, in the local customs ruling. First of all, Mr. Hiberly rules differently from the larger New York office. Secondly, you, President of a local clothing concern, or some one under your jurisdiction, evidently misinterpreted the far simpler Territorial law. I believe you similarly misinterpreted the Law regarding the

Chery Ho.

I have asked Hughes & Sugman
in an unofficial capacity, to get
more information on this matter -
in other words, check the legal
phraseology of the regulations you
cite. If these attorneys likewise
remain confused, I shall ask Mrs.
Archbold whether she will not be
kind enough to have her lawyers
in Washington visit your main
office. It is so much better than
attending to this matter by letter.

Sincerely,

Otto Sleguez

(Hau Adv. p. 8, Aug. 17, '47
mentions Robert L. Shivers, customs
collector is present of The Service
Center which handles Sunday
closing law.)

Aug 29

"HILLDALE"
3905 RESERVOIR ROAD
WASHINGTON, D.C.

Dear Mr. The Clipping came
this morning. I am so glad you
have at last succeeded in getting
the junk in dry dock. What a lot of low
scrubbers there are out there. I am
thankful there are no more Japanese
or "Pearl Harbor" units to be captured.
It is very exciting to think that you
may soon be off on another expedition.
I have not been able to get any of the
information you ask for as we are not
knowing any of the local subs
out there. I imagine it is all
graft as it was when I was there.
We made present rights. Left & L-
allowed to do what we wanted to.

I am hoping all your letters
and some day may be able to
give them a blast. Am just
returned from San Juan and
back for Santa Fe - New Mexico
for the month of September. The
Bishop's Lodge will be my address
Dr. Schoof has certainly had hard
luck with his goats. I hope the time
will be successful. What fun
you will have. I hear the Fijians
have formed a Union for higher pay. Europeans
food. (shorter hours?) for families.
But we hear further development
A new custom break may come
any day. Best wishes
Q Z

Waialua, Oahu, T. H.
Sept. 4, 1947.

Collector of Customs,
Honolulu, T. H.

Copy

Dear Sir:

We herewith request that the
"Cheug Ho" be admeasured by the Coast
Guard and documented as a trading
vessel between American and foreign
ports.

Truly Yours,

Otto Degener, Sec.-Treas.,
Cheug Ho Trading & Exploring Co., Ltd.

Waiailua, Oahu, T. H.
Sept. 6, 1947.

Dear Dr. Robbins:

In the picnic confusion at the beach, I am sorry we had no time to discuss the affair "Cheng Ho" in detail. Hence this letter.

From the "Agreement" and "Stock Option Contract" you see I can retain the Cheng Ho for life, and in case of my or Mrs. Constable's death, my heirs can keep her indefinitely. And as the Begener Trust at the Garden is my ultimate heir, it means the Garden will have control of this still magnificent vessel, good for exploration and to add glamor and advertising. Here, then, are my suggestions:

In case of my death, the Garden is to purchase the Cheng Ho for \$15,000 as allowed in the "Agreement" from the Cheng Ho Trading and Exploring Co., Ltd. The price would come closer to \$7,500 since my heirs would own about half the stock, and hence of course get back part of the \$15,000 cash as profit on the shares held. If my old colleagues still remain, I hope the Garden will renew the contract as it now stands for at least another five years charging, however, the Cheng Ho Trading & Exploring Co., Ltd., a fair rental depending on the financial capability of the Company.

In case the Cheng Ho Trading & Exploring Co., Ltd., does not wish to charter the vessel for another five years at a fair price, then my co-owners at that time can decide better than I can do now how to convert the vessel so it will add best to the effectiveness of the Begener Trust.

In case of my death and any shares of the company are offered for sale as stipulated in the "Stock Option Contract" papers, I do hope my co-owners will purchase the shares with the funds made available by the Begener Trust.

As you know, I have contributed a huge number of unusually valuable herbarium specimens to the Garden, mainly without cost, since 1923. Getting the Cheng Ho and the Company successfully launched is an unexpected drain on my capital and hence is depleting the funds I had wished to add eventually to the Begener Trust. I do not wish nor expect to exact any promise from the Garden for the future, but I do hope you will have on the average about \$1,000 available for me for each of the next five years for the purchase of herbarium specimens if I have them from interesting South Sea regions. This hope will reduce the bitter pill I am now swallowing with my financial "pump priming" to keep my young company solvent until it can put to sea. I, evidently, of all the stock holders am the only one with available cash!

Roy and Emilio are both purchasing 5 shares of the Company, paying in dribbles.

As you know, I wish gradually to turn over my assets to the Begener Trust during my lifetime.

Aloha,

STOCK OPTION CONTRACT

This indenture, made and entered into this 16 day of September, 1947, by and between OTTO DEGENER and EMILIO ORDONEZ, both of Honolulu, City and County of Honolulu, Territory of Hawaii,

WITNESSETH

The parties hereto are stockholders of the Cheng Ho Trading and Exploring Company, Limited, a Hawaiian corporation. In consideration of a loan by Otto Degener to Emilio Ordóñez of a certain sum of money for the purpose of purchasing stock, the latter hereby gives Otto Degener or his heirs, executors, administrators and assigns an option to purchase Emilio Ordóñez's stock of the Cheng Ho Trading & Exploring Company, Ltd., prior to offering it to any one else. Emilio Ordóñez likewise hereby binds his heirs, executors, administrators and assigns to honor this option.

It is agreed in such an event that the stock shall be offered to Otto Degener, heirs, executors, administrators and assigns at the book value of said stock then existing on the books of said corporation. In the event, however, the said option be not exercised by Otto Degener, heirs, executors, administrators and assigns 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 the 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.

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 16 day of September, 1947.

Otto Degener

OTTO DEGENER

Emilio Ordóñez

Emilio Ordóñez

Moku., Waiataua.
Sept. 30, 1947.

Dear Mrs. Constable:

May I have the receipt signed by you for Certificate No. 2 involving 58 shares of our Company belonging to you, and the receipt signed by Mrs. deBisschop for Certificate No. 9 involving one share. I gave both shares and both receipts to Captain deBisschop Sept. 26. I do wish to fix up the paper work, and then be able to get back to my plant describing again. I have done nothing along that line since about Christmas because of Cheng Ho work.

Aloha,

W. H. S. J. J.

Honolulu, T. H.
158 Dowsett Ave.
Oct. 7/1947.

Mr. Otto Regener,
Mokuleia Beach,
Oahu, T. H.

Dear Mr. Regener,

I am very
surprised at your sudden wish to sell
all of your shares in the Cheng Ho Trading
and Exploring Co., Ltd..

In answer to your registered
letter of October 1, and according to
our stock option contract of July 7th
of this year, I inform you that I
accept your offer to purchase all
your shares in our Company at
their book value 66 shares (sixty-six
shares) \$100.00 each (one hundred dollars
each) or \$6,600.00 (six thousand six hundred
dollars) within thirty (30) days.

Sincerely

Matilda P. Constable.
over

over

P.S. This is a copy of the letter I
sent you yesterday Oct. 6; as ~~the~~
~~received~~ your letter offering to sell all
your shares, was registered with a
return receipt, I am registering mine
also for the Company record.

M. P. Constable.

~~M. P. Constable~~

Mokuleia Beach, Waialua,
Oahu, T. H.
October 1, 1947

Mrs. Matilda Constable
158 Dowsett Avenue
Honolulu, T. H.

Dear Mrs. Constable:

I prefer to go back to my botanical work and for that reason I now wish to sell all of my shares in the Cheng Ho Trading and Exploring Co., Ltd.

As you will recall, under our stock option Contract of July 7th of this year, you have a first option to purchase my shares at their book value. Please let me know within thirty days from date whether you wish to purchase them and if not, I will attempt to dispose of them to some other party who may be interested.

Sincerely,

Form 3513

RECEIPT FOR INSURED MAIL

CAUTION—Indemnity will not be paid unless this receipt or other equivalent evidence of insurance is submitted.

(Postmark of



No. 511
 Postage 37¢ cts.
 Insurance fee 10¢ cts.
 Return receipt ✓ cts. Restricted delivery cts.
 Special delivery ✓ cts. Special handling cts.
 Fragile ✓ Perishable ✓

PS-18-12285-6

POSTMASTER,

Other endorsement

By

NOTICE TO SENDER.—Enter below name and complete address of addressee. Show place if addressed in care of person, hotel, etc.

SENT TO

Mr. Raymond Bertrand
Moana Hotel
Honolulu

IMPORTANT.—READ OTHER SIDE REGARDING ENDORSEMENTS AND INDEMNITY.

SAVE THIS RECEIPT UNTIL PARCEL IS ACCOUNTED FOR

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That I, OTTO DEGENER, of the City and County of Honolulu, Territory of Hawaii, for and in consideration of the sum of SIX THOUSAND SIX HUNDRED DOLLARS (\$6,600.00), lawful money of the United States of America, to me in hand paid by MATILDA P. CONSTABLE, of the City and County of Honolulu aforesaid, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey unto said MATILDA P. CONSTABLE, all my right, title and interest in and to my Sixty-Six (66) shares of stock of Cheng Ho Trading and Exploring Co., Ltd., represented by Certificate No. 1.

TO HAVE AND TO HOLD the same unto the said MATILDA P. CONSTABLE, her heirs, executors, administrators and assigns, forever.

IT IS UNDERSTOOD AND AGREED that notwithstanding the transfer of my shares of stock of the Cheng Ho Trading and Exploring Co., Ltd. as hereinabove provided, that that certain Agreement dated July 7, 1947, by and between myself and the Cheng Ho Trading and Exploring Co., Ltd. shall remain valid and subsisting and my right to purchase the vessel Cheng Ho for \$15,000.00 as provided in said option agreement shall remain valid and subsisting. I do, however, in further consideration of the receipt of the said sum of Six Thousand Six Hundred Dollars (\$6,600.00) agree to give up all my right to the use of the aft cabin and bath of the

junk yacht Cheng Ho, which right was reserved in that certain Bill of Sale from me to the Cheng Ho Trading and Exploring Co., Ltd., dated July 7, 1947, save and except that I reserve the use of the said aft cabin and bath on one round trip each year made by the said vessel, but agree to pay reasonable charges for food consumed by me and my guest, if any, not to exceed one such guest. I agree to give at least sixty days notice prior to the sailing date of the said vessel on any trip on which I wish to be a passenger as aforesaid.

IN WITNESS WHEREOF, I have hereunto set my hand at Honolulu, City and County of Honolulu, Territory of Hawaii, this 9th day of October, 1947.

OTTO DEGENER

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

On this 9th day of October, 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.

To Mr. Scholtz and stock holders of
the Cheong Ho trading and exploring Co
Gentlemen -

Due to some unforeseen developments
I find myself unable to be present

Mr. George Archer



REGISTERED
8572

THIS SIDE OF CARD IS FOR ADDRESS



Otto Degener
Mokuleia Beach
Waialua
Oahu

Sept 15, 1948
Hon. T. H.

Please note that the annual
share holders meeting of the Chung Ho
Trading & Exploring Co. will be held
Monday Sept. 20, 1948 at 4:30 p.m.
at 328 Merchandise Mart Bldg.

William Scholtz
Secretary



Hon. T. H.
Sept 15, 1948

Please note that the annual meeting
of the share holders of the Chung Ho
Trading and Exploring Co. Ltd. will be
held at 4:30 P.M. Monday Sept. 20, 1948
at 328 Merchandise Mart Bldg.

William Scholtz
Secretary

McGulda Bosch, Waialua, Oahu.
Oct. 12, 1947.

Chong Ho Trading & Exploring Company, Ltd.
Honolulu, T. H.

Dear Sirs:

I herewith tender my resignation as Secretary-Treasurer of the Chong Ho Trading & Exploring Company, Ltd., to be effective as of October 15, 1947.

The books, thanks to assistance by Capt. deBisschop and Mr. Tokunaga, are in satisfactory order; and the financing of the Company, in spite of unusual difficulties, healthy.

Sincerely,

Otto Lagerberg

Hawaiian Airlines,
Halekauila St.,
Honolulu, T. H.

Oct. 13, 1947

Cheng Ho Trading & Exploring Company, Ltd.
Honolulu, T.H.

Dear Sirs:

As owner of shares in our Cheng Ho Trading & Exploring Company, Ltd., I herewith appoint, until further written notice, Otto Degener, Waialua, Oahu, my proxy to vote in my stead on all and every issue or issues involving our Company, and request that every notice regarding our Company be addressed to me in his care.

May I emphasize that no stockholders' meeting is valid nor is any decision made valid unless Article 5 Section 4 of the By-Laws of our Company be followed.

As present share-holder of our Company I wish to purchase additional shares as stated in our By-Laws as soon as these shares are issued.

Yours sincerely,

Lloyd K. Miller

Top 2 pages included to by

WALALUA, HAWAII, U.S.A. *Oct. 14* 19*47* No*3*
WALALUA BRANCH
BANK OF HAWAII 59-117

PAY TO THE ORDER OF *Keight's Trading & Exploring Co., Inc.* *200*^{*no*}/_{*100*}
Two hundred and no
DOLLARS
Otto Degener

114
Though deB-cashed cheque
Rep apparently never got
Mokuleia Beach, Waiaina, Oahu.
Oct. 14, 1947.

I believe
should have
?

Mr. & Mrs. Eric deBissachop,
158 Dowsett Ave.,
Honolulu, T. H.

Dear Eric & Constance:

I forgot to return the certificate receipt dated
Oct. 9 for the share turned over to you.

Roy phoned me this morning and is ready to purchase the two last re-
maining shares of the Cheng Ho Trading & Exploring Company, Ltd., for
which he subscribed. Consequently, as my last gasp before resigning as
Secretary-Treasurer tomorrow, I herewith mail you a cheque for \$200
covering the cost of the shares. Please have this transaction recorded
in the "Black Book" you kept and have the certificate for the two shares
sent to Mr. Leroy K. Peiler, Hawaiian Airlines, Halekauila St., Honolulu.

I shall drop in at the boat before you sail, and then we can go into a
huddle with Mr. Tokunaga on the exact figure on I.O.U.s, salary and other
incidentals. I left some of my belongings on the table in the lounge which
please give to Billie to bring to me.

Aloha,

Otto Degener, Sec.-Treas.

Mokuleia Beach, Waialua, Oahu.
Oct. 15, 1947.

Dear Mr. Heen:

Due to my graceful exit from your office I forgot to leave you the original bill of sale for the Cheep Ho - I had it in my pocket. I left the original with my tenant, Mr. Harry Bush, 2234 University Ave., Honolulu, with instructions to give it to your messenger or agent provided he gives a receipt for it and gives Mr. Bush the photostat copy.

I am sorry the Cheep Ho situation has come to this ~~impasse~~ but I certainly am not going to be made a "sucker" and keep on lending cash to an ungrateful group that plans to throw me out of the Company after they have bled me white financially. ~~They got what they deserved.~~

I, who hold proxies from Mr. Ordway and Mr. Peiler, favor having Capt. deBisschop remain captain or navi-

gator of the Chey Ho but I am 100%
opposed to his having anything to do
with the financial ^{or business} affairs of the company.
He may be an expert navigator but I be-
lieve his money sense is unreliable.
My reasons, and these are off the record,
are:

1. He wanted me, the Sec.-Treas., to keep
one set of books for the company and
a second set for tax inspection! I don't
do business that way.

2. When my tenant brought ~~me~~ my
rent cheque to the Chey Ho, asking
Capt de B. to give it to me, the Capt.
without my authority, paid it to the
crew when he knew I intended it
for Inter-Island dry docks expenses.

3. His own mother-in-law does not
trust him as a phone call with the
Haw. Trust can prove.

I ^{really} had intended to use half of
the cash, I forced the de B. faction
to ~~pay out~~ ^{pay out} for additional ^{costs} expenses
of the Chey Ho to get her ^{port} to sea. But
to ~~ready~~ ^{ready}

Capt. de B., with his male, has so
poisoned the ~~crew~~ uncritical un-
thinking crew against me, that
I feel they had better paddle
their own canoe until they come
to their senses.

If the Robinsons or other honest
and conservative businessmen will
insist on having a Sec.-Treas. like
Addis McPherson and keep the cash
and books out of the Captain's
hands, I am willing to furnish
you \$1600 cash ^{now} ~~tomorrow~~ for shares
to be purchased in my name.

If no one else ^{of 1 bank references} will invest in the
Company, I shall purchase shares
by proxy for Mr. Ordóñez & Mr.
Peiler only. These must be offered
them, as ^{requirgo} ~~you know~~, by law.

So long as you are attorney

for the company, I herewith leave
you the one proxy document for
your files. I lack the other here
in Hon., from where I am writing
you this moment.

I feel the Captain is his worst
enemy, ~~and that to have me, or the~~
~~to you,~~ the Robinsons and Galt
as guard will save the Captain
from his own wild indiscretions
and insure Mrs. Constable a safe
and sane old age.

Aloha,

Hokuleia Beach, Waialua, Oahu.
Oct. 23, 1947.

Tax office,
Withholding Tax Division,
Federal Building, Honolulu.

Dear Sirs:

I was Secretary-Treasurer of the Cheng Ho Trading & Exploring Company, Ltd., from the time we planned the concern's incorporation till Oct. 15. I, however, disclaim any responsibility for the concern's payment of taxes of any kind. The new Secretary-Treasurer, whoever he is, has 15 days grace from the date of my resignation to pay them.

I don't know if it is true or not but I suspected some injustice toward me when,

1. The Cheng Ho was measured at 125 Tons (the extra 5 tons obligation, if she is to remain under the American flag, to have a licensed captain, engineers, etc., and other regulations difficult to surmount) instead of the more correct 120 Tons, and when

2. I learned that my former partner the Frenchman Capt. Eric deBisschop, 158 Bowditch Ave., Honolulu, told the crew and outsiders I would have nothing to say when the Cheng Ho was once registered under the French flag. I happened to own the controlling block of shares in the Company at the time. Disgusted, I recently sold my 66 shares to the deBisschop interests at par, and resigned my office Oct. 15.

Capt. deBisschop and later a close relative have been Presidents of the Company. Since July 1 I have been living in the country and commuting three times a week to attend to Company business. During the last month or so the books of the Company, lent in good faith by me to Capt. deBisschop, have been in his possession. He even kept the stock record book. I and our accountant, Mr. Michael Tokunaga, asked of your building, have repeatedly requested the books for inspection but have been stalled off by Bob Nakimaki.

Oct. 15, the last day of my holding office as Sec.-Treas., I heard by mere chance that there was to be a company board meeting at the office of attorneys Heen & Hol (Haw. Trust Building). I participated for about ten minutes until I was told to leave on the grounds that since I had sold my shares I was no longer connected with the company.

When we met at attorney's Ingram & Hughes (Damon Bldg.) to see about my selling my shares to the deBisschop interests we agreed that I should bill the Cheng Ho Company for debts owing me as soon as these were determined by the accountant Tokunaga. But as Mr. Tokunaga still lacks the books, I lack the correct figure. The arrangement was that I be paid \$250 per month as Sec.-Treas. from the time we talked of incorporating, this sum to be one share worth \$100 and \$150 in cash. When we engaged Mr. Tokunaga in July, my salary was to be cut by half. As most of the wages have not been paid me and I don't know the correct sum, I am purposely billing the company at the highest figure as this may induce them to consult the books to reduce my bill. From this corrected figure the correct withholding tax can be computed.

Perhaps since the vessel is to go under the French flag, there is to be no tax after all. If there is to be one, however, I herewith disclaim responsibility in filing it for all employees of the company as I am no longer

Sec.-Treas., and during the last month of so in office was given no co-operation.

Yours very truly,

(P.S. My bill to Cheup H's Co., is \$687.50 (June \$250; July halftime \$125; Aug. halftime \$125; Sept halftime \$125; Oct 1-15 halftime \$625 - This bill may be \$250 too high but it is up to company to unearth books to prove it.)

2 Nov. 1947

M. DeGuer
Waialua Oahu TH

When we had our last meeting at your lawyer's office in order to establish the different papers dealing with your loan to the "Cling Ho Trading and Exp. Co.", I could only agree on the figures you gave me on a little piece of paper, as you had kept with you not only all the IOU but even, my book with the slips ^{for} ~~of~~ each of these.

As you know, or should know, you included in the total given and agreed upon ($4353 \frac{\$ 82}{100}$) some items which did not concern at all the Company, such as the purchase by you personally and under your own ~~the~~ responsibility of some goods you intended to trade in Taiti (shoes? razor blades, condensed milk etc)

My partners informed me that they are not interested in these merchandises of yours, and that it would be advisable for you to ~~trade~~ ^{store} these back.

Nevertheless, I may persuade them to keep these on board, providing you accept to consider it as a consignment, on the same basis we deal with other goods but on a consignment basis on board our ship.

For that we would like to have your purchase prices with the bills paid for each item, as it is unlawful to ship abroad any goods without price justifications and regular export and customs papers.

E. A. B. B.

We will be very obliged (to give the proper attention to any letter you send to us), to have these letters signed, a formal

November 5, 1947

WT:RLC

Mr. Otto Degener
Mokuleia Beach
Waialua, Oahu, T. H.

Dear Mr. Degener:

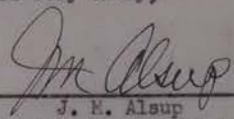
We are in receipt of your letter dated October 23, 1947 describing the circumstances and conditions leading up to the incorporation and disposition of the sale of stock, etc., of the Cheng Ho Trading & Exploring Company, Ltd. I wish to express our appreciation for this letter as it is quite enlightening and instructive.

After studying your letter over, I verified our files in our office and find that quarterly September withholding tax has been filed and paid.


We regret very much to hear that you have severed your relation with that corporation. However we are keeping your letter on file for future reference.

Thanking you for your information, I beg to remain

Yours very truly,



J. E. Alsop
Collector of Internal Revenue

By 

R. L. Crawford, Chief
Withholding Tax Division

RLC:ssm



OFFICE OF THE COLLECTOR

DISTRICT OF HAWAII

IN REPLYING REFER TO

TREASURY DEPARTMENT

INTERNAL REVENUE SERVICE

HONOLULU 9, HAWAII

November 5, 1947



WT:RLC

Mr. Otto Degener
Mokuleia Beach
Waialua, Oahu, T. H.

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Thanking you for your information, I beg to remain

Yours very truly,

J. M. Alsup
Collector of Internal Revenue

By
R. L. Crawford, Chief
Withholding Tax Division

RLC:ssm

CHENG HO TRADING AND EXPLORING COMPANY, LTD.,

a Hawaiian corporation

Officers and directors as of December 31, 1947:

President - - - - Constance P. de Bisschop

Vice-President / - - Matilda P. Constable - *Director - Matilda P. Constable*

Secretary-Treasurer -- Audry R. Archer. *in John Gillett*

Directors:

Eric De Bisschop

Georges Archer Ceran

Milton A. Gillett *Mary*

Mrs. Foster Robinson.

Mrs. Ceran - in Ceran & Archer

(Mrs. de Bisschop writes her name with a small "d" and Mr. De Bisschop with a capital "D").

PLANTS OF HAWAII
EX HERBARIUM OTTO DEGENER

No.

COLLECTED BY OTTO DEGENER

(MANY PLANTS DESCRIBED IN "PLANTS HAW. NAT. PARK" @ \$4.00 AND IN NEW
ILLUSTRATED "FLORA HAWAIIENSIS" @ \$3.50 BY OTTO DEGENER, HONOLULU, T. H.)

Repayments
 \$450

500
~~100~~ to Paradise 1/16
 400
 508.50

Paradise bill 100.00
 Paid to June 31 4/11/19

Emilio's amos 502.00
 + 2 shares +60.75

562.75

270

"CHENG HO" AT TAHITI

PAPEETE, Jan. 19.

THE French junk "Cheng Ho" arrived here in December, from Honolulu, via Christmas Island. She is in command of her new owner, Mr. Eric de Bishop. They expect to leave in a few days on the return voyage to Honolulu.

Copy

Mokuleia Beach,
Maialua, Oahu.
Feb. 1, 1948.

Dear Sir:

I am not sure whether you
are supposed to have a record
of this or not. If not, just dis-
card this notice.

I purchased two shares (per
\$100) of stock of the Chug Ho Trad-
ing & Exploring Co., Ltd., of Hono-
lulu, from Mr. Emilio Ardorey,
1346 Ahiahi St., Honolulu, on
Jan. 21, 1948.

Aloha,

Atto. J. J. Jones

To: Treasurer's Office,
Territory of Hawaii,
Honolulu, T. H.

(Copy)

Mokuleia Beach,
Waiānae, Oahu, I.H.
Feb. 1, 1948.

Dear Sirs:

I just wish to remind you that the second payment to me of \$100.00 plus interest has fallen due. Please mail the cheque and my Certificate for the two shares purchased from Mr. Emilio Ordonez of Jan. 21, 1948 to me to my above address. The notice of this transfer of ownership was mailed you on that date.

I have taken the liberty of notifying the Territorial Treasurer's Office of the change of stock ownership on Jan. 21, 1948. Aloha,

Otto Degener

Tb: Chung Ho Trading & Exploring Co., Ltd.
c/o Heen & Kai, Haw. Trust
Bldg., Hon.

March 24, 1948

Dear Mr. Degener,

With reference to your two shares of stock purchased from Ordony, please be informed that his stock certificate # 4 must be returned to the company so that new shares may be issued; three to Ordony and two for you. This is necessary to make the transaction in the stock record book.

I shall be pleased to do this whenever it is convenient for you as the certificate is mailed in.

We are awaiting word from the "Chang Hs" in Tahiti that they expect to sail soon. Other than that there is not much to report. A yearly report could not be sent to all share-holders because none was made due to inactivity of the Chang Hs in 1947.

Sincerely yours.

Walter Tillett



R A D I O G R A M

GLOBE WIRELESS



Send the following message "VIA GLOBE."

Full Rate unless marked otherwise, subject to the terms and conditions set forth in the tariffs on file with the regulatory body having jurisdiction thereof. All Globe Wireless tariffs are available for public inspection at each business office of the Company.

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NLT RADIOLETTER

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TERM NO

MAIN OFFICE

ALAKA AND HOTEL STREETS
TELEPHONES 59511-59512ROYAL HAWAIIAN HOTEL BRANCH
TELEPHONE 93303

DIRECT CONNECTION WITH WESTERN UNION

DIRECT RADIO CONNECTION FROM THE ROYAL HAWAIIAN HOTEL TO SAN FRANCISCO

NLT ATTORNEY GILPAIN

PAPEETE/TAHITI

PLEASE ADVISE WHETHER YOU HAVE RECEIVED MY LETTER OF FEB 9 AND IF SO WHAT
ARE PROSPECTS OF RECOVERY

DAVID N INGMAN

CHG/DAVID N INGMAN/410 MISE MART/PHONE 59099/ME

Phone 59511 - 59512 for Globe Messenger

Of the junks, crew, Mr. Gavel, Aquino & Celso were quite the most noteworthy. I had a row with Celso about some sordid business & John felt sure that I would be bold. I shall always regret that we did not sail to the Marquesas as scheduled, as you may know the junk was ordered out of French Oceania on three hours notice, the reason was Mrs. Archbold had a tiff with the Governor about an illegal affair.

I am writing to Tucker asking him as to the probable date of this book's publication & can let you know tho you will have heard from him possibly in the meantime. You & Tucker were the party, anchored to windward on the cruise & the anchors

latter half was a complete flop. However, I would never have tired of the coconut palms & the reef.

In Tahiti I had the use occasionally of a very light canoe, solidly built, I became a fairly decent tho solitary oarsman & on my last voyage the canoe & I capsized on a providential beach after that the dainty canoe was taboo.

In Golden Gate Park where Golden Gate Park they are erecting a whole monastery brought from Spain, the building of this took from the eleventh to the sixteenth centuries. I hope that it will have a Moorish air & any way it will look comfortable among the eucalyptus groves.

signed by Mary Keegan
5/30/48

DATE		FROM	
PLACE		WALL	
TEL. NO.		20 00 700	
PERSON W.W. Francis, Customs Agent, Office 58054			
PLACE		HOME TO 98496 GC	
COLLECT		TEL. NO. 58777	
PERSON		Paradise	
ACCEPTED		ADDRESS	
FILING TIME		OPERATOR G	
T.C.		MIN. TAX	
1ST RT.		CHARGE 20	
ALT. RT.		NET ELAPSED TIME	
TOT. TIME		DEC.	
M. S.		M. S. M. S.	
DEP.		REPORTS	
INITIALS AND SHIP TIME		3481	

English S. Thomas, Jamaica
phone 8588

Wabayo - 24 McNulty
phone 8962

Lawrence Craig
Wahraia J 6945

George Archer
1559 Thurston Ave
phone 86409

Riggan Kailua
8541

Prof. Peckers
65291

Harry Brooks 3046 E
Harding Ave. Phone 706780

Sheriff 92762
Ordway 826062
Rush J 95148

Makuleia Beach, Waialeale, Oahu, T.H.
June 5, 1948.

The American Consul,
Papeete, Tahiti.

Dear Sir:

So long as our Government has a Consular Service in Tahiti, I believe it would be unwise for me, now that the need arises, not to make use of it. So, here are my facts and my plea for cooperation:

I am a citizen of the U.S., born in Orange, N.J., May 13, 1879. I taught Botany at Mass. State College (now the University of Mass.), and at the University of Hawaii. I was in the National Park Service in Hawaii in 1929 and shortly thereafter published my book on "Plants of Hawaii National Park." Since that time I have published additional books and scientific pamphlets, all on the Botany of Hawaii or the Pacific area.

Since 1935, I have been a staff member of a public, eleemosynary institution, namely the New York Botanical Garden, of which the Mayor of New York and other Government Officials are officers. This institution is financed directly by the State and also by private donations.

In 1940 I was recommended as botanist to Mrs. Anne Archbold, the daughter of the first Vice-President of Standard Oil. Thus, I sailed about Fiji with her on her palatial junk-yacht "Chong Ho." The results of my botanical work were published by Harvard University in 1942 in the technical magazine "Sargentsia."

Mrs. Archbold had explored the Moluccas a year or so before with the famed U.S.D.A., botanical explorer Dr. David Fairchild, who wrote his book "Garden Islands of the Great East" about that Chong Ho trip.

After the completion of these two trips Mrs. Archbold sold the Chong Ho to the U.S. Navy for \$1.00 and the vessel was used during the War in Pearl Harbor as a weather station. She was badly neglected and banged up during that time. Having been in the U.S. Navy, according to some authorities in the Customs Division, she is considered an American vessel even though built in Hong Kong. The War finally ended, Mrs. Archbold repurchased the Chong Ho from the Navy. Thereupon she sold the vessel to me, hoping the Chong Ho would aid in my botanical explorations.

I am a botanist and neither a seaman nor a businessman. I, therefore, very foolishly was influenced by the glib talk and smooth manners of the French Captain, Count Eric deBisschop. Capt. deBisschop, I know now that it is unfortunately too late, is an adventurer who had been Consular Agent in Honolulu for the Vichy French Government. He is a protégé of Petain. Capt. deBisschop has been married several times and at present his wife is a part-Hawaiian lady of good family in Honolulu. Her mother has modest means and Capt. deBisschop for a number of years has been supported in large part by her.

So as to reduce the cost of my botanical explorations, I agreed to turn over my Chong Ho to our newly incorporated "Chong Ho Trading & Exploring

Company, Ltd." for only \$5,000 worth of stock ON CONDITION I retain the option to purchase her in 5 years for \$15,000 and I have the right to take one exploratory trip per year in her luxurious aft cabin with a fellow scientist. He, on his part, promised to invest \$10,000 (of his mother-in-law's money).

Instead of investing \$10,000 as promised, he raised only \$3,000, pleading poverty. Then he would cook, cajole and fume for additional cash from me "to pay the crew or they will leave the vessel", etc., etc. Then he got another \$4,000 - 5,000 from me before I suspected a confidence game. Incidentally, there are some other American citizens besides myself who, likewise, have sunk cash into this venture.

When I finally suspected trickery, I forced DeBisschop to pay me \$6,600 cash for 66 of my shares, I retaining a token number so as to remain a member of the company. DeBisschop, who is evidently penniless, got this cash from his old widowed mother-in-law in Honolulu. For the remaining debt to me, I had a contract drawn up by my attorneys (Engman & Hughes, Deacon Bldg., Honolulu) specifying that the company beginning January 1948 pay me in monthly installments of \$100, with 5% interest annually. When such payment becomes delinquent, then the entire sum would immediately fall due and become payable.

DeBisschop tried to trick me out of my few remaining shares (but failed by my purchasing 2 from another stockholder), reorganized the company, took company records from the public accountant we had hired (Mr. Michael Tokunaga), secreted some liabilities of the company including my \$15,000 - 5 year option (which practically amounts to my having loaned the Chong Ho to the company for only 5 years), engaged a new accountant who did not know the true facts, and sold additional shares to strangers.

The heaviest investor in the new shares was an American citizen Mrs. Foster Robinson, her daughter and her son-in-law, a part-Tahitian by name of George Archer. Mr. Archer, by the way, recently arrived in Honolulu from Papeete. His mother-in-law contacted me, trying to sell me the Robinson-Archer shares about a week ago. She told me that the Archers had mortgaged their Honolulu home to purchase additional shares in the Chong Ho Company. Also, that Mr. & Mrs. Archer were now getting a divorce, and that Mrs. Archer had been sent to California to enter a sanitarium because of a nervous breakdown.

Another apparent dupe of Capt. DeBisschop is the young Cincinnati candy dealer Milton Gillett. He turned over \$13,000 to the captain for a cargo of sugar. All he has for his \$13,000 is a scrap of paper (drawn up by a lawyer!), lacking a time limit but specifying that he would receive his \$13,000 plus 5 shares in the company on the return of the Chong Ho to Honolulu. The Chong Ho was supposed to have been back by last Christmas. As Capt. DeBisschop left Honolulu without proper papers, the chances are that the U.S. Emigration officials would pick him up and detain him. With this danger and the loss of the \$13,000 loan on reaching Honolulu, it is my belief this adventurer does not intend to return to U.S. territory. Does he, after several marital affairs, retain much love for his wife and step-daughter or for his mother-in-law who furnished him with approximately \$5,000 to start the company with me and then paid out another \$6,600 so he could have my 66 shares?

Regarding what has transpired in Tahiti you probably have more information than I. Nevertheless, I have heard disquieting rumors from men like Archer and Gillett. For example the DeBisschop party almost accepted an offer of \$20,000 for the sale of the Chong Ho to a company of Chinese in Tahiti. That can't be done when I own certain liens involving the vessel!

3

I surmise he was trying to sell the vessel without informing the prospective buyer of the real situation. Also, I heard that deBisschop signed a contract to transport lepers from island to island. Such a move would have ruined the vessel for all later passenger or cargo trade. With the reputation as a leper ship, the Cheng Ho would have been practically valueless.

The Cheng Ho was built in Hong Kong. She is not properly registered as an American vessel nor at the time of writing is she properly registered by the French Government though temporarily flying the French flag. Actually the vessel is one without a home port.

Capt. deBisschop is not only tricking me out of my yearly exploratory trip for the good of the N.Y. Botanical Garden, but he has actually told people he would sabotage such a trip if I were to join the Cheng Ho. I also suspect, though I have no evidence, that he will try to evade returning this \$75,000 vessel over to me at the specified time for \$15,000 if he can avoid it by selling it to some unsuspecting party.

Now that you know an American citizen's side of the story, may I request that you as our Consul keep your weather eye open for any possible irregularities involving the Cheng Ho and the American stockholders in trouble. Milton Gillett, because of the tricky wording of his \$15,000 contract, can't get his money back until the Cheng Ho reaches Honolulu. But I, perhaps, may force a denouement of this confidence game. The company is now delinquent in their payment of \$100 to me, and the \$4,000 or so debt falls due. This fact may permit drastic action. Please keep these facts confidential. If you should receive a cable from me or my attorney later, this letter will aid you in understanding the situation better as we understand it here in Honolulu.

Sincerely yours,

IN THE MATTER OF Saturnino

Malayo and Harold English vs. The Junk

Cheng Ho. In Admiralty No. 408

Order for Process

AFFIDAVIT OF PUBLICATION

IN THE UNITED STATES
DISTRICT COURT FOR THE
TERRITORY OF HAWAII
SATURNINO MALAYO and HAROLD
ENGLISH, Libelants,

The Junk CHENG HO, her Engines,
Tackle, Apparel, Furniture, etc., Re-
spondent.

IN ADMIRALTY

No. 408

ORDER FOR PROCESS

GOOD CAUSE APPEARING THERE-
FOR, it is ordered that process in due
form may issue against the Junk
CHENG HO, Her Engines, Tackle, Ap-
parel, Furniture, etc., and that all per-
sons claiming any right, title or inter-
est in said Junk CHENG HO, Her En-
gines, Tackle, Apparel, Furniture, etc.,
may be cited to appear before this
Court on Monday the 30th day of Sep-
tember, 1948, at 10 o'clock A. M., and
that upon such seizure the Marshal
shall publish notice in the HONOLULU
ADVERTISER on the 14th day of Sep-
tember, 1948, of the arrest, the publi-
cation to contain the title of the suit,
the cause or nature of the action, the
amount demanded, the time and place
of the return of the monition, with no-
tice to all persons to appear or that
default and condemnation will be or-
dered, with names of the Marshal and
Proctor, and shall post a similar notice
in a public manner at the place of trial.
DATED: Honolulu, T. H., September
13, 1948.

(s) J. FRANK McLAUGHLIN
Judge
United States District Court

IN THE UNITED STATES DIS-
TRICT COURT FOR THE TERRI-
TORY OF HAWAII SATURNINO MALA-
YO and HAROLD ENGLISH, Libelants,
vs. The Junk CHENG HO, Her En-
gines, Tackle, Apparel, Furniture, etc.,
Respondent. In Admiralty No. 408. NO-
TICE OF ARREST OF PROPERTY.
Notice is hereby given that pursuant to
a Warrant of Seizure and Arrest, the
property above mentioned has been
seized by me and is now held in my
custody, that the nature of the action
is an Amended Libel in Rem for Sea-
men's Wages, and that the amount de-
manded is a total of Fifty-Two Hundred
and Eighty-Five Dollars (\$525.00).

All persons interested are notified to
appear before the above named Court
at the Federal Building, Honolulu,
T. H., on the 30th day of September,
1948, at the hour of 10 o'clock A.M. of
the same day; if that day shall be a
day of jurisdiction, otherwise on the
next day of jurisdiction thereafter, or
default of judgment will be ordered.
(s) OTTO F. HEINE, U.S. Marshal
WINSTON C. INGMAN, 410 Merchand-
ise Mart Bldg., Honolulu, T. H., Prop-
rietary for Libelants.
(Hon. Adv., Sept. 14, 1948)

TERRITORY OF HAWAII, } ss.
CITY AND COUNTY OF HONOLULU. }

Ernest Siu

being duly
sworn, deposes and says, that he is Clerk of the ADVER-
TISER PUBLISHING COMPANY, Limited, pub-
lishers of THE HONOLULU ADVERTISER, a daily
newspaper published in the City and County of Hono-
lulu, Territory of Hawaii, that the ordered publication
in the above entitled matter of which the annexed is a true
and correct printed notice, was published..... ON the.....

time in THE HONOLULU ADVERTISER, afore-
said, commencing on the 14th day of September.....
1948, and ending on the..... day of.....
1948 (both days inclusive), to wit, on.....

and that affiant is not a party to or in any way interested
in the above entitled matter.

Ernest Siu

Subscribed and sworn to before me this 15th day
of September, A.D. 1948

Notary Public of the First Circuit.

My commission expires June 30, 1949.

IN THE MATTER OF

Affidavit of Publication

Filed at o'clock, M.

on 194.....

Clerk.

COMMERCIAL PRINTERS
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ADVERTISER PUBLISHING CO., LTD.

PUBLISHERS OF

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P. O. BOX 3110
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Cable and Wireless Address
"ADVERTISER" Honolulu

Honolulu 2, Hawaii,

Sept. 14, 1948

Mr. W. C. Ingman

401 Merchandise Mart Bldg.

Honolulu, T. H.

A Form 14

SAVE YOUR ITEMIZED INVOICES

Date of Ad	DESCRIPTION	Lines	Inches	Times	Rate	Amount	Total
Sept. 14	In Admiralty No. 408		6 1/2	1	2.75	17.19	
	Order for Process						

LEGAL NOTICES

IN THE UNITED STATES
DISTRICT COURT FOR THE
TERRITORY OF HAWAII
SATURNINO MALAYO and HAROLD
ENGLISH, Libelants,

vs.
The Junk CHENG HO, her Engines,
Tackle, Apparel, Furniture, etc., Re-
spondent.

IN ADMIRALTY

No. 408

ORDER FOR PROCESS

GOOD CAUSE APPEARING THERE-
FOR, it is ordered that process in due
form may issue against the Junk
CHENG HO, Her Engines, Tackle, Ap-
parel, Furniture, etc., and that all per-
sons claiming any right, title or inter-
est in said Junk CHENG HO, Her En-
gines, Tackle, Apparel, Furniture, etc.,
may be cited to appear before this
Court on Monday the 20th day of Sep-
tember, 1948, at 10 o'clock A. M., and
that upon such seizure the Marshal
shall publish notice in the HONOLULU
ADVERTISER on the 14th day of Sep-
tember, 1948, of the arrest, the publi-
cation to contain the title of the suit,
the cause or nature of the action, the
amount demanded, the time and place
of the return of the monition, with no-
tice to all persons to appear or that
default and condemnation will be or-
dered, with names of the Marshal and
Proctor, and shall post a similar notice
in a public manner at the place of trial.
DATED: Honolulu, T. H., September
13, 1948.

(s) J. FRANK McLAUGHLIN
Judge
United States District Court

IN THE UNITED STATES DIS-
TRICT COURT FOR THE TERRITO-
RY OF HAWAII SATURNINO MALA-
YO and HAROLD ENGLISH, Libelants,
vs. The Junk CHENG HO, Her En-
gines, Tackle, Apparel, Furniture, etc.,
Respondent In Admiralty No. 408. NO-
TICE OF ARREST OF PROPERTY.
Notice is hereby given that pursuant to
a Warrant of Seizure and Arrest, the
property above mentioned has been
seized by me and is now held in my
custody, that the nature of the action
is an Amended Libel in Rem for Sea-
men's Wages, and that the amount de-
manded is a total of Fifty-Two Hundred
and Eighty-Five Dollars (\$5285.00).

All persons interested are notified to
appear before the above named Court
at the Federal Building, Honolulu,
T. H., on the 20th day of September,
1948, at the hour of 10 o'clock A.M. of
the same day, if that day shall be a
day of jurisdiction; otherwise on the
next day of jurisdiction thereafter, in
default of judgment will be ordered
in CITO F. REINE, U.S. Marshal
WINSTON C. INGMAN, 418 Merch-
andise Mart Bldg., Honolulu, T. H., Pro-
ctors for Libelants.
(Hon. Adv. Sept. 14, 1948)

The Editor, The Rangai Newspaper in Papeete, Tahiti:

Dear Sir: Please print the following notice in your newspaper at convenient regular intervals as long as the money, I herewith send you, lasts. I heard the rumor that the Cheng Ho had been offered for sale in Tahiti without mentioning the fact that I, who purchased the vessel from my friend Mrs. Anne Archbold and started the Cheng Ho Trading & Exploring Co., Ltd., have the option to purchase the Cheng Ho for \$15,000 in about 4 years and have the right to sail in her yearly with a friend. To sell her without mentioning these facts would come near to a swindle.

AVIS: A TOUS CEUX A QUI IL APPARTIENDRA:

Le soussigné, actionnaire de la Cheng Ho Trading & Exploring Company, Ltd., possède la première option à acheter le navire CHENG HO avec tout l'équipement et autres droits importants. Communiquer directement avec lui pour avoir des renseignements.

Otto Degener

Waialua, Oahu, T. Hawaii.

Otto Degener,
6/16/48.

June 25. Dear Otto. Your letters about the
 "junk" are perfectly incredible. They admit
 cannibalism, but forage, cannibalism" which I
 believe means taking not parts for
 uses. that the natives had been placed under a
 moral obligation to transfer the "Chung Ho" to the
 Naval Academy" I think I will send a
 copy of this paper to Capt. Hal D. J., head
 of the Museum of the Navy at Annapolis
 perhaps me to Admiral Nimitz. My
 only comment is that I feel great resentment
 over the way the navy has treated both me and
 the junk. I shame that such a condition could
 exist - you can tell my me you wish this. I have
 not received the answer to your letter to Adm. Ben Field
 as to whether he let you back to the Navy Department
 material. It is like Rome of old. the "because
 the boat was built in Hong Kong she cannot conduct
 trade between American ports" - the British that
 because of American registry she cannot fish in any of
 the Salton, Ellice Islands "there is out side of
 them" I have yet heard further crazy world -
 I am sorry I sent the junk plans of ordinary mail
 I had meant they should go and mail, but let us
 know further happenings. All good wishes.
 D. L.

HILLDALE
 3905 RESERVOIR ROAD
 WASHINGTON, D.C.

TELEPHONE EMERSON 6008

Lake Forest June 22

July 25

"HILLDALE"
3905 RESERVOIR ROAD
WASHINGTON, D.C.

Dear Mr. Emerson, your leaf
a baby boy the 1st in this family so I
flew out to St. Paul last week & met it. All
well, happy. I stopped here in my way home
& spent Sunday with the John W. Hutchinsons
in Sumner in Treasure Island. No. 1000.
I have been greatly interested in all your
work in the Yukon and the development of the
Fishing Co. I think it a first adventure
I am glad the thing is to be sailing off
again in a voyage of discovery. The thing
is trading. Exploring Co. I am sure for
I know you will have first adventures
I may wish I were going with you but do
not think I could like the smell of fish
at such close quarters. You know better
the other shells men in Fairchild's life
in Lewis's collecting drawers! Be sure
you have a good engineer that is most important
I hope Mr. Bishop is a practical man.

You are case not to take drinks parties
with you. No liquor should be allowed on board
or ~~short~~ drinking below decks. That was no
fight I had with the foul nursing
Captain. I should like to know what caused
Hibery. Chief Customs man sent to you.
I had a crazy situation you saw
into. We never had a fire in the fore place
so I don't know how the hood back had
turned & charcoal. As you wrote me
you had the navy destroyed the launch &
well, she was as sea worthy as the junk
might have been if just used to you.
fishing. going up rivers. You I hate
the navy. So let us hear how things
progress. When, where you all make the
baggage. It will be a first experience
for you. Will Commanders not fleet to with
you if he ever come to Washington. Ask
him to come in & see me. All good
Wash. a e

Loss the Sally from the 4th. look out. need you. I have you
heard that 157 boys & died 2 weeks ago; marvelous by itself
to not last all the day. you should find him a place in your book
a big part from the. Beis Otto, a woman from you. HILLDALE
3905 RESERVOIR ROAD
WASHINGTON, D.C.

TELEPHONE CARRON 6005
Your letter came week ago. I should
have written sooner but have been flying
about the country seeing my scattered children,
your description of the happening of the
thing. I should like an adventure
story, do let me hear further developments
as soon as you can, I would of de B.
has been to his back at Honduras. I thought
she was definitely sailing under the
French flag. Why would the papers
clear before de B. sailed? I don't of
he will come back of the Immigration
Officials are waiting for him. Can he
remain for ever in French waters - I
wonder what kind of a crew de B.
sails with. do you know any of them.
You never told me what condition the
hull was in. I put plates on the plates
the evil Captain did they told. I heard

after word that the mails would not the
word was that so? She was built of
Yucca wood which is supposed never
to rot. Do you know what became of
the Captain - the navy might know. I
was told they were looking for him -
I am sure Mrs Robinson lost money
you know she wrote to me several times -
How many shares of the Company does
she have? - What did you charge for
about joining the company into bankruptcy?
I seem full of questions. Poor old
boat she has always been in
hard luck since the wicked Captain
emerged in the scene. You know he
offered to bring her to America then
we arrived in Honolulu. I wonder
what would have happened if I
had let him do so - I say this
most beautiful here - perfect
as you may know - what are your
plans - Do let me hear - A.B.

Waialua, Oahu,
T. Hawaii, U. S. A.
July 20, 1948.

The Editor,
Papeete, Tahiti.

Dear Sir:

I herewith enclose five dollars (\$5.00) in American money. For this, please print for as many times as the money will last, the following advertisement in your newspaper. I believe it best to print it not more than one time every two weeks. Here, then, is the advertisement or notice:

Avis: A Tous Ceux A Qui Il Appartiendra:
Le soussigné, actionnaire de la Cheng Ho Trading & Exploring Company, Ltd., possède la première option d'acheter le navire Cheng Ho avec tout l'équipement et autres droits importants. Communiquer directement avec lui pour avoir des renseignements.

Otto Degener
Waialua, Oahu,
T. Hawaii, U. S. A.

Please mail me copies of the edition of your newspaper in which my notice

appears,

If you wish, you can find out about
me from M. Rene Papsy.

Very sincerely yours,

Otto Degener



THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

In reply
refer to:
340-WHS/IC

American Consulate,
Tahiti, Society Islands,
July 22, 1948.

Otto Degener, Esquire,
Mokuleia Beach,
Waialua,
Oahu,
Territory of Hawaii.

Sir:

The consulate has for reply your letter of June 5, 1948, enclosing various letters and documents bearing on the status of the Yacht-Junk "Cheng Ho", and which have received the careful consideration of this office and retained for future reference and/or return.

In this general connection, you will no doubt be interested to know that the "Cheng Ho" departed Papeete for Honolulu, via the Marquesas, on June 8, 1948. Moreover, according to an announcement in the local Official Journal under date of July 15, a limited liability Company was formed on July 7, 1948 for the purpose of buying, selling, renting, the management and operation of all vessels, structures, planes and seaplanes; the creation of maritime lines and the operation of all character of pertinent services, in which one Eric de Bisschop, described as a "Captain, residing at Papeete", holds thirty percent of the total fixed capital of 160,000 Pacific francs.

If there is any other manner in which this office may serve you, do not hesitate to address me further.

Very truly yours,

Winfield H. Scott
American Consul.

U.S. CONSULAR SERVICE

VISITEZ TAHITI

Tahiti, Society Islands,
PACIFIQUE



VISITEZ TAHITI
PENSE DU
PACIFIQUE



Otto Degener, Esquire,

Mokuleia Beach,

Waialua,

Oahu,

Territory of HAWAII.

2234 University Ave.,
Honolulu, T.H.

Aug. 2, 1948.

To the President and other Officers of
The Cheng Ho Trading & Exploring Co Ltd
158 Sawsett Ave., Honolulu, T.H.

Dear Sirs:

As one of the share-holders in our Company
I must insist that you send me an Annual
Statement regarding the financial standing
of our Company and that you authorize
and call a share-holders meeting while
the Cheng Ho and all our officers are still
in Honolulu to enlighten us about
the past Tahiti trip.

I wish the books of our Company to
be audited by the auditing company
already in the Company's employ.

Yours very truly,

Atto. J. J. J.

2234 University Ave.
Hawaii, T.H.
Aug. 3, 1948

Dear Mrs. Robinson:

My lawyer, Sugman, advises me not to visit the Chung Ho because of my claim. But from Emilio and others, I have some facts & rumors.

There are 7 Tahitian & Tuamotu
crew members aboard the Chey
Ho. They are disgruntled and, they

<sup>It is just another instance of mismanagement
and letting wages & food pile up.</sup>
not near starvation, certainly on a very
restricted and poor diet. The Capt. evi-
dently has wasted all funds and can't
buy food. Why he has so many crew members
who he still has Scholtz, English, Brooks & Malayo,
I don't know. The company is in debt to the
Tahitian Government for, one person
said, \$800; the other said, \$1800.

~~The Capt. saw my lawyer, offering me
\$300 to call off my suit for debt, men-
tioning something about cash being
in the Bank of Indo-China.~~

Capt. & Engineer lived sumptuously
in hotels while crew lived just the op-
posite. It was a case, I fear, of wine,
women & song, wasting opportunities
in trade and wasting the Company's
resources. The Capt. gives the impression that
he owns the ship ^{He, and not the Company.}

I do not know if you, your daughter,
or grandchild retain any shares. If
you do and they were sold you under
false pretenses I hope you will not
blame the Company but the persons
persons doing so as individuals.
I still feel that the Company records
were not ^{frankly} submitted to Keen & Kai in
their entirety.

Aloha,

Wm. DeGarmo

any trying to force a stockholders meeting and a study of company
records. If you have not writing - in it, I do hope for the sake of the
the "mission" is of this interesting nature, you will not be quick of mind to think.

Post Office Department
OFFICIAL BUSINESS



ASK YOUR POSTMASTER

Return to

6 Legions

Street and Number,
or Post Office Box.

228 University

REGISTERED ARTICLE

2285

Post Office

Honolulu, Hawaii

No.

INSURED PARCEL

No.

18-13421

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 _____
(Signature or name of addressee)

2 _____
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery _____ 194

U. S. GOVERNMENT PRINTING OFFICE 16-22421

my demand for shareholders' meeting



CUSTOMS AGENCY SERVICE
CUSTOMS AGENT IN CHARGE
P. O. Box 3361
HONOLULU 1, T. H.

TREASURY DEPARTMENT
BUREAU OF CUSTOMS
HONOLULU 1, HAWAII

File 6-1

August 4, 1948.

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

Dear Mr. Degener:

Will you kindly contact the undersigned who desires to talk with you regarding the subject matter of your letter to the Collector of Customs at Honolulu, T.H., dated July 25, 1948.

This office is located in Room 327 Dillingham Building, however, it would be best that you ascertain by telephone if I am in before coming. Office phone is 58854.

Very truly yours,

W.W. Fraser
W.W. FRASER,
Customs Agent Acting in Charge.

Honolulu
Aug 6, 1948

I Philip H. Bach hereby
agree to act as watchman
under sheriff's direction up
to 9 A.M. Sunday Aug. 8
for a total of \$ 15.00, ~~I holding~~
~~no one responsible~~

I Philip Bach received on account \$ 8.00,

R. H. Philip

2234 University Ave.,
Honolulu, T. H.
August 7, 1948.

Dear Mr. Fraser:

I have your letter of August 4. I was very disappointed to find your office closed today. I looked into the phone book for your home address, but failed to find it.

I am sufficiently convinced of irregularities of a criminal nature on the Chey Ho to have gone to considerable trouble, risk & expense to tie up the vessel. For the present two days I have two watchman guarding the vessel and under the supervision of the police officers who served the papers.

I shall now go into more detail than was contained in my letter of July 25, details arising since the Chey Ho arrived in Honolulu July 31. Here they are:

1. One man purchased in the Tuamotus a pearl for \$500 and this was never declared. In spite of my warning to you of July 25, I fear he smuggled it ashore.

2. Another man purchased a pearl similarly for \$250 and this I fear also got ashore illegally.

By the way, the money used to purchase these two pearls and presumably others, I strongly suspect was embezzled from our "Chey Ho Trading & Exploring Co., Ltd." Also, as the purpose of the trip was to engage in trade and purchase of pearls etc., the men actually purchased these as employees of the company and by retaining them actually stole them from the company which comprises about 10 or a dozen share-holders.

3. The Captain's wife very frantically tried to get permission to gain access to the Chey Ho after I had tried ^{the way} ~~the way~~ up by showing the papers served by the police. This permission to gain access to the boat was ^{not} ~~denied~~.

4. The Captain is an old "China hand", Tahiti is not far from Indo-China by French boat nor politically, and the Captain after has a yellow discharge in the inner corner of his eyes. This can be, though is not necessarily, associated with the use of opium. I believe I can be found

The watchman at present costs me \$20 per day. At that rate, I can't last much longer

financially in tying up the vessel and keeping possible contraband safe aboard for you to find.

I am writing this letter so that in case you are away ~~tomorrow~~ ^{Monday} and I miss seeing you, one of your colleagues will learn of my suspicions and take proper action.

Of course, I should like to save our Company any penalties or losses that might otherwise come to us by illegal action of misfits among our crew (and I include the captain as a member of the crew). I am also, of course, interested in receiving any reward that may be earned for information that hots smuggling.

Aloha,

Otto Eggen

Nº 144260

Honolulu, Hawaii.

August 16, 1948

RECEIVED FROM

CLASS	GRANTOR	GRANTEE	DOCUMENT No.	FEE \$
	Option Co. & the Board of Exploring Co., Ltd. 2100 Delaware		51394	6.00
			Total	

Make all remittances payable to
REGISTRAR OF CONVEYANCES
P. O. Box 2867, Honolulu 3, Hawaii

RECEIVED PAYMENT.

NOTE: PRESENT RECEIPT WHEN CALLING FOR DOCUMENTS

FOR REGISTRAR OF CONVEYANCES.

Mackay Radio

ORDINARY MESSAGE UNLESS MARKED OTHERWISE

ORDINARY Full Rate	ORDINARY Code (CDE)	
DEFERRED	NIGHT CABLE LETTER	

SENDER SHOULD MARK WITH
AN "X" THE CLASS OF
SERVICE DESIRED

SUBSIDIARY OF
AMERICAN CABLE & RADIO CORPORATION
Largest American owned international telegraph system
providing worldwide service by cable and radio.



Number _____
Time _____
M M _____
Check _____

TELEPHONE 6031

713 BISHOP STREET
HONOLULU, T. H.

Send the following message "VIA MACKAY RADIO," subject to the rules, regulations and rates of Mackay Radio and Telegraph Company set forth in its tariffs and on file with regulatory authorities.

Son Excellence, Le Gouverneur, Papeete, Tahiti.

Parceque Captain ^{Eric} ~~Paul~~ deBisschop est un employe de la Cheng Ho ~~Co~~
Trading et Exploring Companie, je claim pour la Companie tous les
droits au ile de Eiao et prayez que vous donnez la ile au huit
matroses Tahitiens pour aidez payes leurs salaries s il vous
plait cablez a ma expense l anseur aux Irving Pecker Consul
francais en Honolulu

Otto Degener, Actionnaire de la Companie
Honolulu

730
73
803

2234 University Ave.
Hauoleulu, T. H.
Aug. 17, 1948.

Dear Prof. Pecker:

I tried to phone you last night to thank you ~~in behalf of~~ your generous contribution to the welfare of the crew. I shall retain receipts for the food I buy with this cash just in case some legal technicality should arise later. I understand det. B. & wife, ^{over} solicitors for the welfare of the crew, came to the Chey Ho last night to inform every one of the fifty dollar gift. I don't know, but I imagine he is under the impression that without his advice ^{to you} you would not have made any contribution at all. Now in the eyes of the crew he is the noble hero again, I don't think.

Last Friday in the presence of det. B. & wife, the police officer, watchman, several of crew etc. and myself, the Capt. and his beerhman Scholtz were permitted to remove their personal belongings and papers. Scholtz at that time removed a bundle of hats & shell leis, considering them his property. But on counting the shell leis he found only about 15, alleging he had, I believe he said, 45. He then accused me, who had never stepped aboard the Chey Ho, of stealing the missing 30 leis or at least of being responsible for their theft! Even though he accuses me, I learn, that he himself sold one of his shell leis to an uncle of his for \$1.50. I wonder whether

he did not sell the remaining 29 elsewhere.

I fear the de B. faction wishes ammunition to bring some counter suit against me when I perhaps bring charges of embezzlement of Co. funds.

Because the sheriff planned throwing all Tahitians off the Champ Ho when padlocking her, I dismissed him and procured a police officer ^{and minor} who would let them remain. This saves expenses all around.

But if the ~~de B.~~ ^{Scholtz} faction does not retract the accusation of theft, to protect myself and the police officer ^{from} some criminal action by ~~him~~ ^{by Scholtz}, I may be obliged to dismiss him and have the sheriff take over. In that case, please advise Eric to have eight cots ready at 168 Dowsett Ave. These men can't be expected to sleep on park benches. I am trying to lighten the possible load as much as possible by housing some of the men at my own home. But if I can't get the letter from Scholtz ^{that he was} ^{before the present proceedings} I fear I must have Eric take ^{his} turn in housing the ~~men~~ ^{men}. I will ~~to~~ my turn now, Eric's next week.

When the canaille Dave R. C., unjustly caused injury, I ran him a merry chase until he sailed Dec. 5. I expect the present imbroglio to end in a sentence ^{years} and ⁱⁿ later extradition. The langes anyone hangs onto unjustly acquired assets and does not make restitution for example by turning all shares over to the Company, the more he deserves blame & punishment.

Not being able to contact you last night, I without your correcting my poor French, called the Tahiti Governor, I, as shareholder, claim all rights to the Island of Eiao for the Champ Ho Company because Eric is an employee of the Company. Then I begged the Governor to turn all these rights over to the Tahitian sailors in part payment of wages. Why should Eric benefit?

Many thanks again for the help.

Alpha,
Otho Deemer

TELEPHONE EMERSON 8005

August 17.

Dear Otto I am

"HILLDALE"
3905 RESERVOIR ROAD
WASHINGTON, D.C.

back from the farm. Just your letter.
They certainly need like a dime
now. I hope you can bring the
book to justice. I am glad you have a
good lawyer. It must be quite a
difficult situation to handle. I hope
it is not wearing on your nerves.
The navy had me in a most unhappy
state for a time. Poor old Ching Ho
has life he has a strong no. Such
a beautiful creation. It is a good thing
you did not go away to France when you
felt. Not less. The battle is for more
interesting. I have sent word to Mrs.
Bobbie of what you said about Dr. D's notes
on Japanese plants. It is a pity to have

his notes wasted. He is in a very
critical condition himself so do not
know what all come of it - we have
had such a cool summer here I
have not joined the children in San Antonio
but have gone to Virginia & the
farm for a change. I am most
interested in all the boat leaving
good of you to write so fully.

Yours, C. S.

Mokuleia Beach, Waialua, Oahu.
August 24, 1948.

Mr. W. W. Fraser,
Customs Agent,
Dillingham Building, Hon.

Dear Mr. Fraser:

The Cheng Ho has been in port since July 31. When will the five "apprehended" pearls in the captain's cabin be appraised and I informed of the result? As you may remember I had warned your office of their presence and of other contraband as early as July 25. With the expenses I am having with the Cheng Ho, I am eager for a little "income" from the Cheng Ho fiasco.

In order to get information of Cheng Ho contraband (the \$500 and \$250 ? purchases of pearls) it is necessary for you to request this of the Tahitian Government via Mr. George Archer (phone 56409). As I understand it, the government representative on the island where the purchase is supposed to have been made, gets the information from the native seller.

Aloha,

Otto Degener

Crew Files Libel Against Junk Cheng Ho

A libel against the junk Cheng Ho, "her engines, tackle, apparel, furniture, etc.," was filed Monday in federal court on behalf of eight crew members, all of whom are identified as citizens of Tahiti, French Oceania.

They are Tane a Teritameho, assistant engineer; Edouard Toomaru, seaman; Reipu Tuaira, boatswain; Roger Johnston, seaman; Manuel Teitioroo, chief engineer; Mairoto a Faraire, able seaman; Tapu a Maghea, seaman; and Theodore Talarui Tu, seaman.

THE LIBEL is identified as a "cause of actions for wages, costs of repatriation, damages, etc."

The crew members allege that they were recruited at Papeete on April 30 by the Cheng Ho Trading & Exploring Co., and sailed the junk here, arriving on July 31.

A writ of attachment was filed against the Honolulu company on Aug. 5 by Otto Degener. This case is pending in circuit court. Last Saturday, the crew men were ordered off the vessel by the deputy high sheriff, leaving them "without wages, shelter or food," they assert.

THEY ASK A HALF month's wages, listed at \$396, and \$8,472 in transportation costs incidental to getting them back to their homes in Tahiti.

They are represented by the law firm of Smith, Wild, Beebe & Cades, and the libel said that some of the information was confirmed by Irving O. Pecker, French consul here.

The junk is at Pier 7.

Mokuleia Beach, Waialua, Oahu.
August 25, 1948.

Cheng Ho Trading & Exploring Co., Ltd.,
158 Dowsett Ave., Honolulu, T.H.

Dear Sirs:

Please send me a written statement C/o Ingman & Hughes, Damon Building, Honolulu, precisely how many Cheng Ho Trading & Exploring Co., Ltd., shares of stock I and my two former proteges Emilio Ordonez and Leroy K. Peiler own according to the Company books. As you know, I own several privileges regarding their shares.

If these statements are not at Ingman's office before Monday night - my Bishop Museum day - I don't want to make a special trip to Honolulu on Tuesday again. I spent almost a month on Cheng Ho affairs in Honolulu and am eager to resume my Mokuleia Beach existence. If everything is prepared by Wednesday for me to sign, I will be in Honolulu that day instead of Tuesday.

Yours very truly,

Otto Leger

N ^o 6971		TO BOARD OF WATER SUPPLY, DR.		PHONES { HOURS. 6201 TENDER 2955	
		CITY AND COUNTY OF HONOLULU			
		KING AND PUNCHBOWL STREETS			
INVOICE		HONOLULU, HAWAII		DATE <i>Aug 26, 1948</i>	
S.S. <i>M/V. Cheng Ho</i>		PIER NO. <i>7-1</i>			
METER No. <i>10874030</i>				GALLONS	
FINAL READING:	DATE <i>8-26-48</i>	HOUR	<i>5:10</i>	<i>107</i>	<i>818 800</i>
INITIAL READING:	DATE <i>8-12-48</i>	HOUR	<i>5:10</i>	<i>107</i>	<i>798 000</i>
TONS		CONSUMPTION		<i>20 800</i>	
RECEIVED <i>20,800</i>		GALS. OF WATER @ 30.50 PER 1,000 GAL.		<i>10 40</i>	
FROM THE BOARD OF WATER SUPPLY, CITY AND COUNTY OF HONOLULU				<i>1 25</i>	
TERRITORIAL BOARD OF HARBOR COMMISSIONERS' TOLL, 50.06 PER 1,000 GAL.				<i>11 65</i>	
TOTAL CHARGE				<i>11 65</i>	
PAYABLE ON PRESENTATION TO <i>Cheng Ho Trading & Exploring</i>		S.S. COMPANY OR AUTHORIZED AGENT.			
SIGNED <i>P. Dorena</i>	SHIPPING TENDER. <i>158 Lowry Ave. Honolulu</i>	CHIEF OFFICER OR CHIEF ENGINEER.			

Nugent + McPherson

THIS SIDE OF CARD IS FOR ADDRESS



Mr. Richard Clare
% Bendix Centralized Service,
56 Wilikina Ave.,
Honolulu.

Waialua, Oahu,
Aug. 26, 1948.

Dear Clare:

All of us connected
with the Cheung Ho Co
are to meet Friday
Sept. 3 at 10 A.M. in
the U. S. District Court
(Hon. Post. Office Bldg.)
before Judge McCaughey.
Please be there
to help us. The Capt.
states he won't pay
a dime to English
& Malays in wages
though they worked 13
months! Don't leave
us in the lurch,
but help us get a
square deal. Aloha,
Otto Sigmund

1. Name of vessel Cheng Ho		Vessel No.	F. C. C. Form 501-A	<div style="text-align: right;"> AUG 27 1949 Form Approved Rad. Bur. No. 52-8115 </div>	
Name of Applicant (Print) (If corporation or association, give exact name) Cheng Ho Trading & Exploring Co., Ltd. O'otto Regener, Sec.-Treas. Waialua, Oahu, T. Hawaii			Federal Communications Commission APPLICATION FOR SHIP RADIOTELEPHONE STATION LICENSE Check One: New <input checked="" type="checkbox"/> Modified <input type="checkbox"/> Renewal <input type="checkbox"/> Read Instructions Following Part III		
2. Transmitters: (See reverse side)			5. Place of birth Date of birth Are you a citizen of the United States? Yes or No Naturalization certificate number Date of issuance		
Manufacturer Collins Radio Co. Maximum operating power 20 Watts Serial Number 5089 Emission (A-3 or Special) A-3 Type or Model No. TCS-5 Frequency Range 1500-12000kc			6. Are you a representative of an alien or of a foreign government? If the answer is "yes", explain No 7. Will a charge be made for handling messages? Yes or No No If so, to whom and to what address should accounts be transmitted?		
3. Vessel data:			8. In the vicinity of what ports will the vessel operate? 2134 2638 (desired) Honolulu, Papeete (Tahiti) 2738		
Gross Tonnage	Number of Passengers	Number in Crew	Is Vessel equipped with direction finder?	Yes or No	
0	7	7		No	
4. Do you own and control the transmitter? If not, explain your relationship to the station and how you will maintain control over the station at all times. (Use separate sheet)			9. The applicant swears any claim to the use of any particular frequency or of the status as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application. Yes		
Name of Owner of Vessel C.H. Trading & Expl. Co., Ltd. Former name of Vessel, if any Same			10. 47 Cheng Ho Trading & Exploring Co., Ltd. Signature of Applicant (Must agree with Par. 1) Otto Regener Sec.-Treas Title		
Subscribed and sworn to before me this Aug. day of 1949 (Notary public's seal must be affixed where law of jurisdiction requires; otherwise seal may be omitted.) Alfred F. Deampo Notary Public, First Judicial Circuit, Honolulu, T. H. My Commission expires June 30, 1949					

PART II			
To be completed only by applicants which are corporations or associations			
Applicant is a corporation, company, or association:			
Under the laws of what state is it organized?	Terr. Hawaii	When was it organized?	July 7, 1947
For what purpose was it organized?			
Trading & Exploring			
10. If a corporation, is more than one-fifth the capital stock of the corporation either owned of record or may it be voted by aliens or their representatives or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country?			Yes or No
			No
What is total number of directors?			Yes or No
7			Yes
11. Is applicant directly or indirectly controlled by any other corporation?			Yes or No
			No
If so, what is the name and address of the controlling corporation?			
Under the laws of what state is it organized?			
For what purpose was it organized?			
Is more than one-fourth of the capital stock of the corporation owned of record, or may it be voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country?			Yes or No
			No
Is any officer or director of such corporation an alien? If so, state name and position of each, and state total number of directors.			Yes or No
			No
Is the above-described controlling corporation in fact a subsidiary? If so attach additional sheets answering the items in this paragraph for each company so and including the organization having final control.			Yes or No
			No
12. If an unincorporated association:			
Number of members	Are any members aliens?	Yes or No	Number of alien members if any.
Name and positions of alien officers or directors, if any			

PART III			
Describe transmitters below if technical data has not previously been filed with the Commission by manufacturer or applicant.			
13. Manufacturer	Type	Model Number	
Collins Radio Co.	TCS-5	5089	
Which radio stage is modulated?	Manufacturer's rated power output	Guaranteed tolerance of emitted frequency in percent	
Final	20 watts	.02	
State type of oscillator circuit and whether or not modulator is directly crystal controlled	Class and maximum percentage of modulation		
Crystal Osc	plate - 90%		
Number and type of tubes in the final radio stage	Plate current in final radio stage	Plate voltage of final radio stage	
1-1625	80 Mils	400 Volts	

INSTRUCTIONS

This form is to be used by all applicants when requesting licenses for stations aboard mobile vessels where radiotelephone emission ONLY is to be used and where the signal is not required by law to be equipped with radio. Other applicants must use Form 501.

Applications on behalf of corporations or associations must be signed by an officer of the organization; applications by a partnership must be signed by one of the partners; an individual must sign his own application.

If the application is on behalf of a corporation or association, leave Paragraph 5 blank and fill in the proper agency on the reverse of the application form. Paragraph 5 must be completed if the applicant is an individual or a partnership (if a partnership, answer for each partner).

Address one copy of the form and all inquiries concerning the application to Commercial License Section, Federal Communications Commission, Washington 25, D. C.

Mokuleia Beach, Waialua, Oahu, T.H.
August 30, 1948.

Mr. & Mrs. Wm. R. Riggan,
31 Kailua Road, Kailua, Oahu.

Dear Mr. & Mrs. Riggan:

The French Consul in San Francisco, I am told, recommended to the Governor in Papeete that each of the Tahitian seamen stranded in the Haw. Islands be allowed \$ 6.00 per day for room & board.

As a share-holder of the Cheng Ho Trading & Exploring Company Ltd., I want to thank you for your great good kindness in taking care of these Tahitians in this time of hardship. If you will send me a bill at the rate of \$ 3.00 per day for each Tahitian seaman who has boarded with you, I shall be glad to draw it to the attention of the Treasurer of my Company or, in case of financial difficulties, to the referee in bankruptcy. As this is only half of what the Consul has recommended, I doubt that any one could validly protest your charge.

Again, I wish to thank you kind people for coming to the aid of my Company by opening your home to these strangers within our gates.

Believe me,

Otto Sengen

Former Secretary Treasurer & now Stock-holder,
Cheng Ho Trading & Exploring Company, Ltd.

Waialua, Oahu, T.H.
August 31, 1948.

Dear Brooks & Scholts:

Ingaan just 'phoned me that Eric can't raise the cash to pay me off and untie the Cheng Ho. I guess that means the Company goes bankrupt, particularly as the French Consul demands close to \$10,000 (with lawyer fees & other expenses) to get the French crew to Papeete.

There will probably be one law suit after another when English, Malays, Das and Clare, each demand wages; and Interisland, Harbor Board, Public Accountant, lawyers etc., demand payment on bills; and customs levy fines for unregistered pistol & guns & watertank contents. Most of the blame will fall on Eric's and YOUR shoulders as the little captain has exonerated English & Malays by stating they are deserters from the Cheng Ho.

As long as you are active shareholders, the Judges will probably quiz you thoroughly to get at the truth of Cheng Ho activities, and I don't remember that either of you are good public speakers in a crowded court room. Perhaps Eric and I will be questioned rather than you if you wash your hands entirely of this broke company by getting out immediately. If you want to do so, you better sell your worthless shares to Eric or to me. I offer you \$5 for each now, and may retract my offer at any time. This is generous for paper that will be worthless perhaps after Sept. 3.

I think we Americans are all suckers - you particularly for not realizing that the Company is just about pau, and still listen to Eric's hoomalimali. I caught on to him a year ago.

Aloha,

Phil DeGore

KNOW ALL MEN BY THESE PRESENTS:

THAT, I, OTTO DEGENER, of Honolulu, Territory of Hawaii, for and in consideration of FOUR THOUSAND DOLLARS (\$4,000), to me in hand paid by the CHENG HO TRADING & EXPLORING CO., LTD., a corporation organized and existing under the laws of the Territory of Hawaii, do, for myself, my heirs, executors and administrators, remise, release and forever discharge the CHENG HO TRADING & EXPLORING CO., LTD., and its successors, of and from all and all manner of action and actions, cause or causes of actions, suits, debts and sums of money, dues, claims and demands whatsoever, in law or equity, which I have ever had or now have against said corporation, by reason of any cause or thing whatever, whether the same be upon contract or upon tort, excluding only that certain option dated July 7, 1947, which I have to repurchase the M/S Cheng Ho from the corporation on July 7, 1952, for the sum of FIFTEEN THOUSAND DOLLARS (\$15,000), and excluding such rights, if any, as I may have to be a passenger with a companion from Honolulu and return once yearly on the M/S Cheng Ho, it being understood and agreed that such rights, if any, will not be exercised in such a way as to interfere with the business of the CHENG HO TRADING & EXPLORING CO., LTD., or the business of its successors or assigns. This release includes, but is not limited to, a certain promissory note dated October 9, 1947, of which the CHENG HO TRADING & EXPLORING CO., LTD., is the maker and I am the payee, and my claim for services heretofore rendered to the corporation regardless of whether said claim was for money or for shares of stock in the corporation. I represent and warrant to the CHENG HO TRADING & EXPLORING CO., LTD., that I am the owner of said note, that I have never negotiated, endorsed, pledged

or assigned said note or any interest therein, that said note is now lost or destroyed, and I do hereby, for the aforesaid consideration, covenant and agree that I, and my heirs, executors, administrators and assigns, shall from time to time, and at all times hereafter, save, defend, keep harmless, and indemnify the CHENG HO TRADING & EXPLORING CO., LTD., its successors and assigns, from and against said note, and its future collection, and of and from any and all costs, damages and expenses that shall or may happen to or arise from the collection, or attempted collection of said note against the CHENG HO TRADING & EXPLORING CO., LTD., its successors or assigns, and also will deliver up to the CHENG HO TRADING & EXPLORING CO., LTD., its successors or assigns the said note for cancellation when and as soon as the same is found.

This is a compromise settlement based upon an agreement between the parties and not upon any representations made by either party to the other except as herein stated.

Otto Degener
OTTO DEGENER

TERRITORY OF HAWAII)
) SS
CITY AND COUNTY OF HONOLULU)

On this 1st day of September, 1948, 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.

Edith K. Soderstrom
Sept. 1
Notary Public, First Judicial
Circuit, Territory of Hawaii.
My Commission Expires: *9/30/51*

BANK OF HAWAII

DEPOSITED FOR

Credit AT

FOR A/C OF

Branch

10

SUBJECT TO TERMS PRINTED BELOW:

The Bank of Hawaii and the Depositor agree that the provisions of Sections 8094 and 8097, Revised Laws of Hawaii 1955, or any amendments therein, apply to all items for deposit accepted by the Bank and that the Bank, in addition, shall be entitled to charge back to the Depositor any loss incurred on this deposit slip at any time until such loss has been collected.

LIST EACH CHECK SEPARATELY

SILVER

CURRENCY

Checks on following Banks:

FOR \$

DEPOSITED AT

COM'L

SAVINGS
No.

NEW BAL.

CUSTOMER'S COPY

633-5th St
Lakewood N.J.
9 Sept 48.

Dear Otto:-

I suppose you are calling me lots of names and don't blame you, but there is nothing I can do about your plans for the Chap. Ho or present. Henriette's mother is slowly dying and we are tied down here completely. I can't even get away for long enough to drive up to Quebec to meet Bobby on the 17th when she returns from her summer abroad. She has been in France, Switzerland, Holland and is now en route from Amsterdam to Quebec.

Henriette's mother is dragging out a cautious existence and there is no telling

How much longer this will
go on before the end. It
makes life rather dull for
us, because at present
we can't leave her as she
doesn't like to have anyone
in to take Henriette's place
and so Henriette is stuck.

I am very much
interested in the Chap. Ho
master and will be glad to
know the outcome. Just
a body on a fishing trip on
the Atlantic in + miss
Heer's book John Day
who has a nephew in
California who wants to
make a trip on a sailing
vessel in the Pacific
and you may hear from
him. He is a young College
graduate who offhantly
wants life on the sea for

a while at least.

Do you think you have
any chance to organize a
scientific cruise to the
Carolines. I'd like to do that,
but may be too old before
we get around to it.

Pat, Helen and the two
children were with us
for three weeks in August
and they seem to be in fine
health. Helen is a dilly

and a very attractive
young lady of 16 - bit willful.
The baby is fine. Bobby has had a
wonderful time in France,
looks to the exchange, but
France seems to be in a bad
way, as are we all. Living
is getting worse here every day.
How are you doing in Honolulu?

Let me know about the Chrysomelids
and yourself - Love from us all -
always - Sincerely.

Commercial Pacific Cable



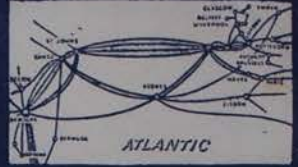
ALL AMERICA
CABLES & RADIO



THE COMMERCIAL
CABLE COMPANY

" CABLES TO ALL THE WORLD "

ASSOCIATED IN THE UNITED STATES WITH THE NORTHERN TELEGRAPH COMPANY



FORM CPC 14

E. HU127 SUVA 13 11.40AM 10TH.

LC DEGENER CHENGHO TRADING CO
HONOLULU

SEP 9 5 01 PM '40

QUOTE ROCKBOTTOM PRICE CHENGHO R JOHNSON SUVA.

*Ronald Johnson, Suva
today received delayed message Chengho
affair in Court suit so will reply
at end of litigation. Deener*

31 Kailua Road
Lanikai, Oahu
Sept. 15, 1948

Dear Otto,

I hope you don't mind my letter
of request because your form seem to be too
brief.

We enjoyed having them but we are
using our saving. We thank you for being
thoroughful to ask us to request for ^a refund.

As you have already sent us \$1.00.
this sum is to be subtracted and a balance
of \$20.

Thanks again for it takes us a long
time to save this amount.

Leona,
Miriam H. Riggan

31 Kailua Road
Lanikai, Oahu
September 15, 1948

Cheng Ho Trading & Exploring Co., Ltd
% Otto Degner, Waialua, Oahu

Dear Otto Degner,

Request that the sum of \$309 be paid for room and board used by
Tahitian seamen of the Chinese Junk, Cheng Ho.

The above sum was used for room, board, cigarettes, laundry and
misc., for 106 man days. Charging \$3.00 per day per seaman, from
August 20th day the boys were asked to leave the Cheng Ho to
September 6th day that Captain Eric deBissup send transportation to
take them back to their vessel.

Mr. and Mrs. William R. Riggan

Miriam N. Riggan
Miriam N. Riggan

31 Kailua Road
Lanikai, Oahu
September 15, 1948

Cheng Ho Trading & Exploring Co., Ltd
% Otto Degner, Waialua, Oahu

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take them back to their vessel.

Mr. and Mrs. William R. Riggan

Miriam N. Riggan
Miriam N. Riggan

September 18, 1948

Received of Mrs. Eve M. Carlson, Certificate No. 15,
representing 40 shares of stock of Cheng Ho Trading
and Exploring Company, Ltd., these shares to be held
by Mr. Otto Degener until repayment of contemplated
loan by him to Mr. George Archer Ceran.

WINSTON C. INGMAN

BOND CONDITIONED FOR THE DELIVERY OF AN ALIEN

THE FOLLOWING RULES MUST BE COMPLIED WITH

1. This bond should be made and executed in duplicate.
2. The full name and the residence of each party to the bond should be stated in the body of the instrument, and the signatures, which should conform thereto, should be witnessed by two other persons, who should sign their names as witnesses and state their places of residence.
3. A seal must be affixed to the signature of each party to the bond. The seal may be wax, wafer, or impression.
4. All erasures and interlineations must be noted, word for word, immediately above the signatures of the witnesses, as having been made before execution of the bond. The general statement that "erasures and interlineations were made before execution" is insufficient.
5. Except where an actual deposit of securities is made as provided below, sureties must be provided on this instrument. Where an approved surety company is provided, no other surety is required. Where individuals are provided as sureties they must be two in number and each must justify in real estate in double the amount of the penal sum of this bond. Provision is made for the latter purpose on pages 3 and 4 of this form.
6. This bond may be secured by an actual deposit of United States bonds or notes as the term "bonds or notes" is defined in Section 225.2, Title 31, Code of Federal Regulations, in a sum of their par value equal to the amount of the penal sum of this bond. Each person depositing such

bonds or notes must sign and seal this instrument. Forms I-300, I-301, and I-302 must be executed for each owner of such bonds or notes.

7. Where the alien is the owner of United States bonds or notes deposited as security, he may execute this instrument as principal and no deposit charges are required. Where the United States bonds or notes are owned by the sureties and the depository makes any charge for accepting them, such charge must be borne by the alien or his sureties.

8. The affidavits of the sureties on the bond must be taken and subscribed before an officer authorized to administer oaths generally, who must certify that he administered the oath, and affix his official seal. In case such officer is not provided with a seal, his authority to administer oaths and his official character must be duly certified.

9. The immigration and naturalization officer in charge, or other officer designated in the footnote at the bottom of the last page, must certify that the sureties, other than surety companies, are good and sufficient and fully responsible to insure the payment of the entire amount of the bond and, where any surety is a married woman, that the law where the bond is executed does not disqualify her from acting in that capacity.

10. Except where the alien is his own surety there should be shown on the bond the rate and amount of premium charged, if any, for the execution of the bond.

U. S. DEPARTMENT OF JUSTICE IMMIGRATION AND NATURALIZATION SERVICE

....., 19.....
Examined and approved as to form.

.....
Immigration and Naturalization officer in charge.

U. S. DEPARTMENT OF JUSTICE IMMIGRATION AND NATURALIZATION SERVICE

....., 19.....
*Examined and approved as to legal form and
execution and accepted.*

Know all Men by these Presents

1 That we, UNITED STATES OF AMERICA AND EMERSON COMPANY
A CORPORATION OF THE STATE OF MARYLAND
2 ~~residing at~~ OF BALTIMORE, MARYLAND
3 ~~and~~
4 ~~residing at~~
5 are held and firmly bound unto the United States of America, in the full and just sum of
6 FIVE HUNDRED AND NO/100 - - - - - dollars (\$ 500.00), as liquidated damages and not
7 as a penalty, to be paid to the United States, for which payment well and truly to be made, we,
8 and each of us, do bind ourselves, our heirs, executors, administrators, successors, and assigns,
9 jointly and severally, firmly by these presents.
10 Sealed with our seals and dated this 20th day of September, 19 48
GEORGE M. ARCHER, also known as
11 Whereas, MARCEL RENE TAUTU CERAN JERUSALEM, an alien, aged 42 years,
12 a native of Tahiti, French Oceania, who arrived at the port of
13 Honolulu, T. H. per PAA NC88888 on the
14 13th day of May, 19 48, has been placed under
15 arrest under the provisions of the immigration laws of the United States on warrant of the ~~Attorney~~
16 ~~General~~ Officer in Charge at Honolulu, T. H.,
17 that he is unlawfully within the United States;
18

19 And whereas, the said alien, pending the final disposal of his case, has applied to an
20 immigration and naturalization official of the United States for his release from custody upon
21 giving a proper bond or undertaking in accordance with section 20 of the Immigration Act of 1917
22 (39 Stat., 890), that he will deliver himself into the custody of the same official or some other official
23 of the United States Immigration and Naturalization Service for hearings and/or for deportation
24 in case he is found to be unlawfully within the United States;

25 Now, therefore, the condition of this obligation is such that if the above-bounden obligor,
26 or either of them, shall, in case said alien is released from custody, cause the said alien to be
27 delivered over to an immigration and naturalization official of the United States, upon and pur-
28 suant to the request of said official or of any other official of the United States Immigration and
29 Naturalization Service, for hearings in regard to the charge or charges that he is unlawfully within
30 the United States, and if, in case the said alien, upon such hearings, is found to be unlawfully
31 within the United States and is for any reason released from custody pending issuance of a warrant
32 of deportation or after said warrant has been issued and pending final deportation, the above-
33 bounden obligor, or either of them, shall cause said alien to be delivered into the custody of an
34 immigration and naturalization official of the United States, upon and pursuant to the request
35 of said official or of any other official of the United States Immigration and Naturalization Service,
36 for deportation under the aforesaid warrant of deportation, and said alien is accepted by such
37 official, then this obligation to be void; otherwise to remain in full force and virtue.

38 Note: The words "residing at" in line 2; the word "and" in line 3; the words
39 "residing at" in line 4 above deleted prior to execution. The word
40 "Attorney" in line 15; the word "General" in line 16, deleted, and the
words "Acting Officer in Charge at Honolulu, T. H.," inserted in lieu
thereof prior to execution.

41

42

43

Signed and sealed in the presence of—

/s/ Kenneth Chong

/s/ Fukuye Abe

UNITED STATES FIDELITY AND SECURITY COMPANY

/s/ John F. Hron

[AFFIX
SEAL][AFFIX
SEAL]

FOR USE WHEN UNITED STATES BONDS OR NOTES ARE DEPOSITED AS SECURITY

The United States bonds/notes described in the annexed schedule are hereby pledged as security for the performance and fulfillment of the foregoing undertaking in accordance with Section 1126 of the Revenue Act of 1926, approved February 26, 1926, as amended.

(Surety)					
TITLE OF BONDS/NOTES	COUPONS ATTACHED	FACE VALUE	INTEREST RATE	SERIAL NO.	INTEREST DATES

OATH OF SURETY ON BOND

STATE OF

COUNTY OF

ss:

_____, being duly sworn, deposes and says that he is one of the sureties on the foregoing bond in the case of the alien _____; that he resides at No. _____ Street, in the _____ of _____ in the State of _____, and that the value of his real property over and above all debts and liabilities incurred by him, and exclusive of property exempt from levy and sale upon execution, is over _____ (\$ _____), to wit, real estate situated at _____, present fair market value of deponent's interest in which is \$ _____. that he is now liable upon no other bond, obligation, or recognizance, either as principal or surety, except as hereinafter stated:

Deponent further says that he is of full age and under no legal disability to execute the foregoing bond; and that he is not employed in the service of the United States Government in any capacity whatsoever.

(Signature of deponent)

Sworn to and subscribed this _____ day of _____, 19____, before me.

My commission expires _____

16-2002-1

(3)

Notary Public.

OATH OF SURETY ON BOND

STATE OF _____ }
COUNTY OF _____ } ss:

_____, being duly sworn, deposes and says that he is one of the sureties on the foregoing bond in the case of the alien _____; that he resides at No. _____ Street, in the _____ of _____ in the State of _____, and that the value of his real property over and above all debts and liabilities incurred by him, and exclusive of property exempt from levy and sale upon execution, is over (\$ _____), to wit, real estate situated at * _____

_____, present fair market value of deponent's interest in which is \$ _____; that he is now liable upon no other bond, obligation, or recognizance, either as principal or surety, except as hereinafter stated:

Deponent further says that he is of full age and under no legal disability to execute the foregoing bond; and that he is not employed in the service of the United States Government in any capacity whatsoever.

(Signature of deponent)

Sworn to and subscribed this _____ day of _____, 19____, before me.

My commission expires _____

Notary Public.

CERTIFICATE OF SOLVENCY

I CERTIFY that I have made due and diligent personal inquiry as to the financial responsibility of the sureties on the foregoing bond and am satisfied that their representations as to their financial resources are true in every respect, and that they are good and sufficient and fully responsible to insure the payment of the entire amount named in the bond.

Witness my hand and seal this _____ day of _____, 19____

† _____
(Signature of certifying official)

[AFFIX SEAL]

* Describe real estate definitely, as by street numbers, lot numbers, etc.
† The above certificate must be signed by the Immigration and Naturalization officer in charge, or, in the absence of such official, by a judge or clerk of a United States court, a United States district attorney, or one of his assistants, a United States commissioner, postmaster, or a judge or clerk of a State court of record.

Marshal's Docket No. 2975

Saturnino Mlayo, et als.

The Junk "Cheng Ho" et.

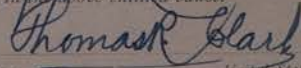
In the District Court of the
United States, for District
of Hawaii Court
No.

Honolulu 10 T.H. Sept. 7, 1948, 189

RECEIVED OF Winston C. Ingman, Atty.

the sum of Four and 06/100 ————— Dollars,

as a deposit for fees and expenses of Marshal in the above-entitled cause.



Chief Deputy

United States Marshal.

SAT

SA

SAT

THE

The

The

The

the

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the

as a

as

as

as a

\$ 1

\$ 1

\$ 1

\$ 3.6

\$ 4.06

Cable Address
vertiser, Honolulu
P.O. Box 3110
Telephone 52977

STATEMENT

ADVERTISER PUBLISHING Co., LTD.

Publishers of
The Honolulu Advertiser
Owners and Operators of
Radio Station KGU

GENERAL PRINTING
LITHOGRAPHING
BOOKBINDING



PHOTO-ENGRAVING
RUBBER STAMPS
PAPER-RULING

Advertiser Square

Honolulu 2, Hawaii

DATE SEP 30 1948

• MR W C INGMAN
401 MERCHANDISE MART BLDG
HONOLULU T H

PAY LAST AMOUNT
IN THIS COLUMN

OUTSTANDING		120 DAYS OR OVER	90 DAYS	60 DAYS	30 DAYS	PREVIOUS BALANCE
Balance Forward						
DESCRIPTION	SPACE	RATE	CHARGES	CREDITS	BALANCE	
4 LEGAL	IN ADMIRALTY NO 408/ORDER FOR PROCESS		17 19			17 19 *

United States District Court

DIVISION, _____ DISTRICT OF _____

Received from

W. M. F. Thompson, Jr.

19

covering the following miscellaneous service:

Copy _____ folios @ 15¢ per folio ✓

\$

Certificate of clerk _____

Search _____

Acknowledgment _____

Admission of attorney _____

Certificate of admission

507. 408

TOTAL

\$

W. M. F. THOMPSON, JR.

Clerk, United States District Court.

By

Receipt No. _____

U. S. GOVERNMENT PRINTING OFFICE: 1917 7-1221

Deputy Clerk.

SEP 30 8 10 AM '48

COPY OF MESSAGE SENT

VIA MACKAY SEP 30 10 00 AM '48

AMERICAN CABLE & RADIO CORP'N

lc
FRANK DOW
ACTING COMMISSIONER OF CUSTOMS (WASHINGTON DC)

UNDERSIGNED AMERICAN CITIZEN DEMANDS PROBE OF NOTORIOUS HONOLULU
WATERFRONT LAXITY OF CUSTOMS OFFICIALS REGARDING CONTRABAND SINCE
PEEL HARBOR

OTTO DEGENER

338
8.5
#423

Honolulu, T. H. Sept 20, 1948
 Received of Otto F. Heine, U. S. Marshal

Honolulu, T. H. Sept 20, 1948
 Received of Otto F. Heine, U. S. Marshal
 Two hundred and no/100 Dollars,

Honolulu, T. H. Sept 20, 1948
 Received of Otto F. Heine, U. S. Marshal
 Two hundred and no/100 Dollars,
 on behalf of Proctor.

ATTACH
HERE.

Form No. 13.

PLACE, HONOLULU, T. H.

No.

DATE, September 22, 1948, 19

RECEIVED FROM GEORGE E. BRUNS, DEPUTY UNITED STATES MARSHAL,

ORIGINAL.

Honolulu, T. H. Sept 22nd, 1948
 Received of Otto F. Heine, U. S. Marshal

ATTACH
HERE.

Form No. 13.

PLACE, Honolulu, T. H.

No.

DATE, September 24, 1948

RECEIVED FROM George E. Bruns, DEPUTY UNITED STATES MARSHAL,

ORIGINAL.

ATTACH
HERE.

Form No. 13.

PLACE, Honolulu, T. H.

No.

DATE, Sept. 24, 1948

RECEIVED FROM George E. Bruns, DEPUTY UNITED STATES MARSHAL,

Two and no/100 DOLLARS,
 FOR Witness Fee

IN CASE OF Fathumine Malaya & The Junk Ching Ho
 200

ORIGINAL.



TERRITORY OF HAWAII
DEPARTMENT OF PUBLIC INSTRUCTION
HONOLULU

RICHARD E. MEYER
ASSISTANT SUPERINTENDENT

October 1, 1948

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

Dear Mr. Degener:

This will acknowledge your post card regarding children aboard the Chung Ho which is tied up at Pier 7. This has been referred to our Attendance Officer and he will look into the matter.

Thank you for calling this to our attention, I am

Very truly yours,

A handwritten signature in dark ink, appearing to read "R E Meyer".

RICHARD E. MEYER
ASSISTANT SUPERINTENDENT

REM/mn
cc: Mr. Bishop

COPY OF MESSAGE SENT

VIA MACKAY RADIO

AMERICAN CABLE & RADIO CORP'N

RF\$ 5.00

LC WINFIELD SCOTT CONSUL AMERICAN
PAPEETE TAHITI

CHENCHO LITIGATION FEDERAL COURT HONOLULU NEED QUICK REPLY IF FRENCH
DOCUMENTATION LEGALLY COMPLETED WITH ALL FEES FULLY PAID PLEASE CABLE

DEGENER
c/o ATTORNEY INGLAN HONOLULU

OCT 1 8 09 AM '48

d-32

COPY OF MESSAGE SENT

VIA MACKAY RADIO

AMERICAN CABLE & RADIO CORP'N

RP\$ 5.00

LC WINFIELD SCOTT CONSUL AMERICAN
PAPEETE TAHITI

CHENGHO LITIGATION FEDERAL COURT HONOLULU NEED QUICK REPLY IF FRENCH
DOCUMENTATION LEGALLY COMPLETED WITH ALL FEES FULLY PAID PLEASE CABLE

DEGENER

c/o ATTORNEY INGMAN HONOLULU

Oct 11, 1948
9.80
Tax.98

Oct. 7, 1948

THE HONOLULU ADVERTISER

South Sea Islands Prove Hard to Get

By ELAINE FOGG
Advertiser Staff Writer

Who has not, in this age of inflation, labor strife and atom bombs dreamed of a remote South Sea isle where he might retire away from it all? Almost everybody has. But the few who have tried translating dream into reality have discovered that South Sea islands are extremely hard to come by.

They turn out usually to belong to somebody else. The one Capt. Eric de Bisschop "discovered" during his recent South Seas voyage as skipper of the Cheng Ho belongs to France. Barring unforeseen developments, it will continue to belong to France.

BUT APPARENTLY inflation has not yet hit the South Sea islands market. The French government has granted him exclusive rights to the island of Elao (about the size of Lanai) in the Marquesas for the French equivalent of \$20 a year. There is no time limit.

There are a few "strings" attached. He must, for instance, develop upon Elao some activity which will be for the good of the Marquesas as a whole as well as for any benefit to Capt. de Bisschop and his family.

THE SKIPPER says he intends to use it chiefly for extensive study of the fish which abound in that area and to develop the resources which already exist upon the island. These include freshwater springs and a small river, a tiny natural harbor, fertile soil atop a high plateau and a type of hardwood tree found only in French Oceania.

They also include cattle, sheep and pigs—progeny of animals brought there half a century ago

by an ill-fated predecessor of Capt. de Bisschop in developing the island concession. Known to the Cheng Ho's master only as Ozanne, this Frenchman of 80 years ago dreamed of transforming Elao into a thriving plantation and isle community.

HIS DREAMS, however, cracked up along with his three-masted schooner in which he was bringing supplies from San Francisco to Tahiti. Financially crippled by the shipwreck, he was forced to abandon both his plans and his island, leaving behind him the livestock and the pattern of a road he had started to build across the plateau.

Nine of the sheep from Elao were put aboard the Cheng Ho to provide fresh meat on the return trip to Honolulu. "I'll admit," Capt. de Bisschop said, "it was hard to kill them—especially that last one. We'd come to consider them as pets. They had never shown any fear of us whatever, even when we first went ashore."

ANOTHER Elao native which came to Honolulu aboard the Cheng Ho is a few-months-old pig which devours canned milk, coconuts or crew members' shoes with equal relish. Piggy is strictly for mascot—at least until he outgrows that role.

Elao is completely uninhabited.

No natives have been known to live there in modern times. However, Capt. de Bisschop said, in scouting over the island he and his men found ruins of pyramids and parts of ancient stone weapons to indicate that the island once had a mysterious population of its own.

"AT THE NORTH side of the plateau," he said, "stands a huge banyan tree. Around the tree is a circle of stones apparently piled there on top one another at one time. Perhaps the tree was a center of worship for the ancient people."

While he explored his island, Capt. de Bisschop said he discovered a number of errors on the charts and maps which had been given him for the inspection trip. As a member of the French Hydrographic society and a man with considerable experience in that type of work, he drew up corrected charts and reports which were submitted to Washington.

ON SEPT. 15 R. A. Simons, chief of the office's section of notice to mariners, wrote to the Cheng Ho skipper:

"Dear Sir: Your very excellent and informative hydrographic report concerning Moruroa atoll has been forwarded to this office from our branch hydrographic office at Honolulu and is acknowledged with thanks."

"The information will be used immediately to correct the charts and sailing directions and will be published on Notice to Mariners 38 dated Sept. 18, 1948. Your cooperation in forwarding such accurate and detailed reports is much appreciated."

ELAO IS ABOUT 35-40 miles from the major island of the Marquesas group, Nukuhiva. The skipper described this group as being actually much more beautiful than the Society Islands, and more primitive.

"A lot of people," he said, grinning, "think they want to find a remote isle and get away from it all. But it takes a rare type of human make-up to find happiness or even endurance in such surroundings. The average person left for any length of time on an island like Elao would find the unbroken silence and the loneliness infinitely more nerve-shattering than daily headlines or city traffic or the price of meat."

Capt. de Bisschop said he hopes soon to turn the Cheng Ho's bow south again toward Tahiti and to visit Elao on each of his return trips to Honolulu.



Hose Adv.
10/7/48

C/o Subchaser Conversion

Sawa.

Fiji Is

22-10-44.

Dear Mr. Degeer.

Thanks for your cable.

Yes ... I'm still very interested in
the 'Cheng-Ho'. But ... if sold
at a reasonable price its going to
take some doing to transfer the
Dollars. might do it through
Hong Kong.

How is the boat keeping ...?

Is it overdue for ship ...?

What exactly happened that
you couldn't make a do of it ... I'm
very interested.

Mine isn't running yet. But
I expect to have the engines running in
this week.

I had to wait
seven & a half months for the boat
ship (drydock)

What happened also to Commodore
Hallbrook Narromore & Co. with (Maui)
Pomare? Did they ship up?

Lets hear from you...


Am very busy now ... have been back
to New Zealand.
R. Goldsmith.

BANK OF HAWAII

OTTO DEGENER

MOKULEIA BEACH,

WAIALUA, OAHU T. H.

Statement of your account to close of business 

CHECKS IN DETAIL	DATE	DEPOSITS	DATE	BALANCE
BALANCE BROUGHT FORWARD				
1,988.88 =	OCT 15	6,600.00	OCT 15	5,600.00 *
200.00 -			OCT 20	5,100.00 *
150.00 -			OCT 25	4,900.00 *
			OCT 28	4,750.00 *

Wailua, Oahu, T.H.
Oct. 17, 1948

Dear Mr. Scott:

Many thanks for your informative letter which took about two months to reach me, and the answer to my cable regarding the documentation of the Cheng Ho.

The copy of my letter of many months ago to you and your two-month-old letter are now in Honolulu at my attorney's - so please forgive me if I should repeat myself in this letter.

To begin with: The Cheng Ho very definitely belongs to the Cheng Ho Trading & Exploring Company, Ltd., incorporated in Honolulu in July 1947. This company consists of about a dozen stockholders, deKrischhoff or his wife or mother-in-law presently owning more than half of the approximately 200 shares. I own the right to take one round trip from Honolulu to the South Seas and return per year with a companion - to enlist on the Cheng Ho. Also, I own the option to purchase the vessel in July 1952 for \$15,000 in the same good condition in which she was turned over to the Company sailed from Honolulu.

The Cheng Ho left Honolulu ^{Tahiti} to November a year ago for a six week trial trip. She was to engage in trade and, as you know, had about \$13,000 worth of sugar aboard. Instead of returning by Christmas, the Cheng Ho did not reach Honolulu until July 31, eight months after leaving here! So you

probably know better than I, three officers of the Chung Ho apparently spent much of their time on "milk, women and song" rather than on business.

I had lent the Company about \$4500. When the Chung Ho returned to Honolulu July 31, I had various rumors about some of the personnel, and was convinced that if the vessel ever got beyond the 3 mile limit and beyond the jurisdiction of the Courts, the American stockholders would lose her and never see her again. As the Company was already delinquent on two \$100 payments, I had the vessel attached for debt ~~as~~ as soon as the cargo of 2 Tons of vanilla was unloaded. Twice we had exciting times when we thought, with pretty good reason, that the vessel would try to sneak out of the harbor in spite of the Territorial attachment. The Police, Harbor Board, Coast Guard and Marshall were all alerted to prevent this and finally engine parts were removed to prevent such pilatical nonsense. ^{morally here} During this ~~period~~ time, the Capt. just about abandoned

The Captain (for the Co.) at the 8 Tahitian seamen, bringing them only coconuts and 3 green papayas for food. Luckily a kindly Tahitian, long resident of Honolulu, Mr. Kemp, became my watchman at \$42 per week. He, out of the kindness of his heart, contributed \$30 of his pay to feed his country men. I also purchased food occasionally for them and at one time had 6 of the 8 men living ^{with me} as my guests at my beach place at Waialae.

When these 8 Tahitians were just about starving I advised them to see their French Consul Prof. J.O. Pecquer. They addressed a few petitions to him and the latter then brought suit for unpaid wages and for fare for the return trip

home. The lawyer, I am told was ready to press charges in Court when, due to the Captain's persuasive matters, talked the Tahitians into withdrawing the suit. I fear they signed some quiet claim which may oblige the U. S. Government to deport them at our government's expense unless the 70,000 Pacific francs in the Bank of Indo-China and the 160,000 you mention as being in the Captain's name in the holding company can be used.

While the two lawyers were dickering about the settlement of my \$4500 loan, the two local seamen Malays and English were in the off my lawyer's office. The lawyer, Lawyer Dymman asked about the wages of these two men. Attorney Lawyer Bernard Hersch Remin, retained by the Captain, replied they "would not be paid a dime". These two humble men were penniless and unable to afford a lawyer to defend them. I consequently lent each one \$100 and advanced my lawyer \$500 to start defending them.

Sept 20 the suit of seamen Malays & English was to come up in Court, and that same day ~~there~~ in we were to have a share holders' meeting. I read in the Levinson's office. A few days before I read in the newspapers that George Archer (Cerau), a part-Tahitian and holder of 55 shares of Cheung Ho stock, had been detained by the ~~Immigration~~ Immigration authorities. I rushed down there and found he had been apprehended for being a salesman at Sears ~~Roebuck~~ without permission. I believe he did not realize that an alien could not ~~work for gain~~ ^{work for gain} ~~accept a position~~. Though I have no proof, I suspect some one had complained about Archer to prevent his being a Court witness and to prevent his attending the stock holders' meeting. I posted bond of \$500, and he was free. ~~He~~

The suit in Federal Court lasted 15 days. I attended every day, and was on the witness stand 1 1/2

days. The verdict rendered was of course in favor of the two
seamen. The Captain is an outright swindler in my opinion.
This was proved during the trial. The two men were never
informed that they were discharged in Tahiti and that they
were working their passage home to Honolulu. Further
it developed that de Bisschop documented the Chey
Ho under the French flag as belonging to him when
it actually belongs to the Chey Ho Trading & Exploring
Co., Ltd., an American company incorporated in Honolulu
in July a year ago. He is merely one of ~~that~~ a dozen or
share holders. This, I fear, is malicious conversation
or plain attempted theft. Furthermore, he withdrew from
Company funds ~~for a check for~~ \$1125 for
which we have no good explanation. Of course, we
know of his having Anna Chevalier aboard the
Chey Ho for 5 weeks and other acts of ~~his~~ that are
not legitimate. In short, many of ~~the~~ us consider
the Captain a very objectionable share holder. ~~Before~~
Before he pays seamen Malayso & English their
just claim I plan to attack the Chey Ho until
I get a proper accounting of the captain's steward-
ship. The Chey Ho was valued by insurance at \$75,000
before her departure to Tahiti. ~~After~~ ^{After} her departure to Tahiti, ~~she~~ ^{she} was reported to be
Incidentally, I might add that de Bisschop, according
to the Court record, was deported ~~in~~ five years ago.
Then last November he was arrested and deported in
the Chey Ho to Tahiti. By returning now, he has
committed a felony lust. I imagine, our govern-
ment does not wish to bother prosecuting this
undesirable alien as ~~he will~~ we will be rid
of him by deportation anyway.

May I add that this letter is naturally a
confidential one. I feel you should know the
facts as I see them so that should an emergency
arise in Tahiti regarding Chey Ho affairs
you can then better make your decision.
It is so difficult getting in touch with you
by letter. Thank you again for your information.
Attn. De Bisschop



TREASURY DEPARTMENT

UNITED STATES CUSTOMS SERVICE

18-3

CUSTOMS AGENCY SERVICE
AGENT IN CHARGE

ADDRESS ALL COMMUNICATIONS
FOR THIS OFFICE TO P. O. BOX 330

HONOLULU, HAWAII

October 21, 1948

10:30

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

Dear Sir:

It will be appreciated if you will communicate immediately with the undersigned at your earliest possible convenience.

In view of the fact that our records disclose that you have given us two different addresses as your residence on different occasions, the original is being forwarded to you at 2234 University Avenue, Honolulu, and a copy of this letter is going forward to you at Waiialua, Oahu.

My telephone number is 58854.

Very truly yours,

Francis X. Di Lucia
Customs Agent in Charge

FXDiL/st

Oct 24

"HILLDALE"
3905 RESERVOIR ROAD
WASHINGTON, D.C.

Dear Otto - Your post card
 saying you 7 is ^{amused} finished, her
 next by Pearl Buck. how much does
 he know abt that - know all by you say
 you are ready to sail for Honolulu -
 got Muhlbaud report his official
 word from powers that be "The idea you
 have abt Dr. Merrill is a grand
 idea - he has sent me his 'Merrilleans'
 when I write to thank him I will
 talk abt it - I am glad you have
 such a satisfactory letter for the Honolulu
 Harbor Master. I see how why this
 letter she is tied up at a wall
 for you - There are so many people
 there looking for a place to live - I
 am sure you will be swamped - What
 fun it will be - Terrible to think of

strikes holding of the sugar cane
harvest when we are all so much in
need of it. Filling big fat negroes
in line there. The lowest scene of
creation peaking the Hotel here.
Come down when ever you can the
good one glorious. Am just back
from the Unsecal Festival in
Williamsburg. a lovely experience.
Remembers to sister and dog.
I have had such a hard
time with the Navy. I will not
be really busy in my mind
until the papers are signed.
Why not write or telephone my
lawyer man about it again.
Ask I hope for not there to
live in the junk instead of Nevada!
D L

Waialua, Oahu, T.H.
Nov. 3, 1948.

Dear Mrs. Archbold:

I am rather disgusted with the elections. I don't see how this mess could have happened. I fear there are no more, or at least very few more, old-fashioned Americans left any more. I fear we are gradually drifting into a "Labour" government like England's.

I have your Oct. 22 letter. You about Washington know that Winter is coming because of color change in foliage. We here know of the change of season because the Golden Plover is arriving from Alaska.

Although del B. broke ^{immigration} ~~immigration~~ laws he is not being prosecuted. Also, though we have learned that the French Government in Tahiti will unearth evidence on Matakatea that del B. ~~bought~~ ^{bought} whether del B. bought ~~the~~ pearls and Matakatea if the U. S. Customs people ask for it, they evidently are not asking for it. ^{Why is that?} Is this because ^{Mrs.} del B. is cousin of

the local Police Commissioner? Ho
 When Corbally turned the Chey Ho
 guns over to me almost a year
 ago, he offered to sell them for me.
 At the time, I think I wrote you I
 thought this offer unethical. From
 your observations and experiences
 in Hawaii, do you think
 the Customs Officials are grafters
 or crooked? Am I just imagining
 that they are corrupt? I
 will be interested to get your
 reaction to this question.

My plans for the future are
 to untangle the Chey Ho mess
 and see the Fiji book through
 the press. With the Xmas ~~ed~~ number
 of the Paradise of the Pacific
 magazine soon off the press the
 Fiji book will be run off.
 I guess the shipping strike will
 hold up getting the covers
 The next Court meet up is to be
 Nov. 9. No, I keep no copies or notes

on the Chey Ho question. You have the facts of the case
 better. Was the sale of the Chey Ho guns to the Police Commissioner
 unethical? I think so. I think the Customs Officials are grafters
 or crooked. I think they are corrupt. I think they are crooked.

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JAMES B. MANN
333-338 DILLINGHAM BLDG.
TELEPHONE 56084

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NEGATIVES

Honolulu 16, T. H., Nov. 19, 1948

To Mr. Otto Degener

Address _____

Ordered by Miss Zitomb Req. No. _____
Your Order No. _____

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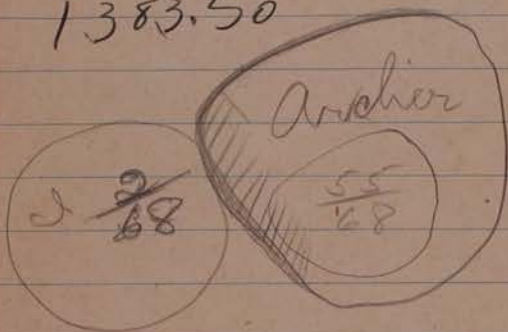
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Ceran et al

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\$1116.50

68
55

1383.50

December 4, 1948

Mr. Irving O. Pecker
French Consul
c/o Pacific Club
Honolulu, T. H.

Dear Sir:

In connection with the contemplated sailing of the Cheng Ho for Tahiti and the expectation that she will remain there for some time, Mr. Otto Degener who holds an option to repurchase the vessel for \$15,000.00 in 1952 has inquired relative to the status of his option should the Cheng Ho be in French waters in 1952.

I am authorized by the four present Directors of the Cheng Ho Trading & Exploring Co., Ltd. (all of whom have countersigned this letter) to inform you that this company has always considered the option held by Mr. Degener (copy of which is enclosed) to be a valid and subsisting one. I am also authorized to state that the option will be honored by the company at the time for the exercise thereof regardless of whether the vessel Cheng Ho is in French or other waters at the time in question.

I have informed Mr. Degener that I will request your kind offices in forwarding a copy of this letter and enclosure in the French language to the appropriate French authorities in Tahiti. Your favorable attention to this request will indeed be appreciated. Mr. Degener states that he will bear the expenses of your work and if recordation of the enclosure at the appropriate government office in Tahiti is possible, that he will also stand the expense thereof.

In witness of the authenticity of this letter, the corporate seal of the Cheng Ho Trading & Exploring Co., Ltd. is being impressed hereon.

Very truly yours,

Constance P. de Bisschop
Constance P. de Bisschop, President,
Cheng Ho Trading & Exploring Co., Ltd.

Constance P. de Bisschop
Constance P. de Bisschop, Director

E. de Bisschop
Eric de Bisschop, Director

Matilda E. Constable
Matilda E. Constable, Director

Georges Archer Ceran
Georges Archer Ceran, Director

Enclosure

\$328.95

Honolulu, Territory of Hawaii
December 6, 1948

One year after date, for value received, Cheng Ho Trading and Exploring Company, Ltd., a Hawaiian corporation, promises to pay to Matilda P. Constable, or order, at Honolulu, Territory of Hawaii, the sum of THREE HUNDRED TWENTY-EIGHT AND 95/100 DOLLARS with interest at the rate of five per cent (5%) per annum from date until paid, payable only in lawful money of the United States of America. And in the event default is made in the above payment and suit is instituted to collect this note or any part thereof, Cheng Ho Trading and Exploring Company, Ltd., promises to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit.

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.

By Constance P. de Bisschop
Its President

By William Schatz
Its Secretary-Treasurer

Matilda

\$263.16

Honolulu, Territory of Hawaii
December 6, 1948

One year after date, for value received, Cheng Ho Trading and Exploring Company, Ltd., a Hawaiian corporation, promises to pay to Matilda P. Constable, or order, at Honolulu, Territory of Hawaii, the sum of TWO HUNDRED SIXTY-THREE AND 16/100 DOLLARS with interest at the rate of five per cent (5%) per annum from date until paid, payable only in lawful money of the United States of America. And in the event default is made in the above payment and suit is instituted to collect this note or any part thereof, Cheng Ho Trading and Exploring Company, Ltd., promises to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit.

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.

By Constance P. de Bisschop
Its President

By William Scholtz
Its Secretary-Treasurer

Encl.

KNOW ALL MEN BY THESE PRESENTS:

THAT in partial consideration of the endorsement without recourse and delivery to Saturnino Malayo by Matilda P. Constable of that certain promissory note dated December 6, 1948, in the amount of THREE HUNDRED TWENTY-EIGHT AND 95/100 DOLLARS (\$328.95) made by the Cheng Ho Trading and Exploring Company, Ltd., a Hawaiian corporation, to the order of Matilda P. Constable, receipt of which Saturnino Malayo does hereby acknowledge, Saturnino Malayo does hereby sell, assign, transfer and set over to Matilda P. Constable all his shares of stock in said corporation, and in further consideration of said endorsement without recourse and said delivery of said promissory note, receipt of which Saturnino Malayo does hereby acknowledge, and also in consideration of the release of Saturnino Malayo herein-after set out, Saturnino Malayo does hereby, for himself, his heirs, executors and administrators, remise, release and forever discharge Eric de Bisschop, William Scholtz, Harry Brooks, Matilda P. Constable, Constance P. de Bisschop, the vessel Cheng Ho, and the Cheng Ho Trading and Exploring Company, Ltd., and their respective heirs, executors, administrators, successors and assigns, of and from all manner of action and actions, cause or causes of actions, suits, debts and sums of money, dues, claims and demands whatsoever, in law or equity which Saturnino Malayo has ever had or now has against Eric de Bisschop, William Scholtz, Harry Brooks, Matilda P. Constable, Constance P. de Bisschop, the vessel Cheng Ho, and the Cheng Ho Trading and Exploring Company, Ltd., or any of them, by reason of any cause or thing whatever, whether the same be upon contract or upon tort, or otherwise, saving only the rights of Saturnino Malayo against the Cheng Ho Trading and Exploring Company, Ltd., under

that certain promissory note hereinabove referred to.

AND in consideration of the foregoing release of Eric de Bisschop, William Scholtz, Harry Brooks, Matilda P. Constable, Constance P. de Bisschop, the vessel Cheng Ho, and the Cheng Ho Trading and Exploring Company, Ltd., by Saturnino Malayo, the said Eric de Bisschop, William Scholtz, Harry Brooks, Matilda P. Constable, Constance P. de Bisschop, and the Cheng Ho Trading and Exploring Company, Ltd., do hereby remise, release and forever discharge Saturnino Malayo, his heirs, executors, administrators and assigns, of and from all manner of action and actions, cause or causes of actions, suits, debts and sums of money, dues, claims and demands whatsoever, in law or equity which they or any of them have ever had or now have against Saturnino Malayo by reason of any cause or thing whatsoever whether the same be upon contract or upon tort, or otherwise.

Dated at Honolulu, T. H., this 6 day of December, 1948.

Saturnino Malayo
SATURNINO MALAYO

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.

By Constance P. de Bisschop
President

By William Scholtz
Secretary-Treasurer

Eric de Bisschop
ERIC de BISSCHOP

William Scholtz
WILLIAM SCHOLTZ

Harry Brooks
HARRY BROOKS

Matilda P. Constable
MATILDA P. CONSTABLE

Constance P. de Bisschop
CONSTANCE P. de BISSCHOP

TERRITORY OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 7th day of December, 1948, before me personally appeared SATURNINO MALAYO, 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.

Edith K. Lodetani
Notary Public, First Judicial
Circuit, Territory of Hawaii.
My Commission Expires: 7/30/51

TERRITORY OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 6 day of December, 1948, before me appeared CONSTANCE P. de BISSCHOP and WILLIAM SCHOLTZ, to me personally known, who, being by me duly sworn, did severally say that they are the President and Secretary-Treasurer, respectively, of CHENG HO TRADING AND EXPLORING COMPANY, LTD., a Hawaiian corporation, the corporation described in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said CONSTANCE P. de BISSCHOP and WILLIAM SCHOLTZ severally acknowledged the instrument to be the free act and deed of said corporation.

Bernard H. Luman
Notary Public, First Judicial
Circuit, Territory of Hawaii.
My Commission Expires: 7/12/51

TERRITORY OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 6 day of December, 1948, before me personally appeared ERIC de BISSCHOP, WILLIAM SCHOLTZ, HARRY BROOKS, MATILDA P. CONSTABLE and CONSTANCE P. de BISSCHOP, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged that they executed the same as their free act and deed.

Bernard H. Luman
Notary Public, First Judicial
Circuit, Territory of Hawaii.
My Commission Expires: 7/12/51

KNOW ALL MEN BY THESE PRESENTS:

THAT in partial consideration of the endorsement without recourse and delivery to Harold English by Matilda P. Constable of that certain promissory note dated December 6, 1948, in the amount of TWO HUNDRED SIXTY-THREE AND 16/100 DOLLARS (\$263.16) made by the Cheng Ho Trading and Exploring Company, Ltd., a Hawaiian corporation, to the order of Matilda P. Constable, receipt of which Harold English does hereby acknowledge, Harold English does hereby sell, assign, transfer and set over to Matilda P. Constable all his shares of stock in said corporation, and in further consideration of said endorsement without recourse and said delivery of said promissory note, receipt of which Harold English does hereby acknowledge, and also in consideration of the release of Harold English hereinafter set out, Harold English does hereby, for himself, his heirs, executors and administrators, remise, release and forever discharge Eric de Bisschop, William Scholtz, Harry Brooks, Matilda P. Constable, Constance P. de Bisschop, the vessel Cheng Ho, and the Cheng Ho Trading and Exploring Company, Ltd., and their respective heirs, executors, administrators, successors and assigns, of and from all manner of action and actions, cause or causes of actions, suits, debts and sums of money, dues, claims and demands whatsoever, in law or equity which Harold English has ever had or now has against Eric de Bisschop, William Scholtz, Harry Brooks, Matilda P. Constable, Constance P. de Bisschop, the vessel Cheng Ho, and the Cheng Ho Trading and Exploring Company, Ltd., or any of them, by reason of any cause or thing whatever, whether the same be upon contract or upon tort, or otherwise, saving only the rights of Harold English against the Cheng Ho Trading and Exploring Company, Ltd., under

that certain promissory note hereinabove referred to.

AND in consideration of the foregoing release of Eric de Bisschop, William Scholtz, Harry Brooks, Matilda P. Constable, Constance P. de Bisschop, the vessel Cheng Ho, and the Cheng Ho Trading and Exploring Company, Ltd., by Harold English, the said Eric de Bisschop, William Scholtz, Harry Brooks, Matilda P. Constable, Constance P. de Bisschop, and the Cheng Ho Trading and Exploring Company, Ltd., do hereby remise, release and forever discharge Harold English, his heirs, executors, administrators and assigns, of and from all manner of action and actions, cause or causes of actions, suits, debts and sums of money, dues, claims and demands whatsoever, in law or equity which they or any of them have ever had or now have against Harold English by reason of any cause or thing whatsoever whether the same be upon contract or upon tort, or otherwise.

Dated at Honolulu, T. H., this 6 day of December, 1948.


Harold English
HAROLD ENGLISH

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.

By Constance P. de Bisschop
President

By William Scholtz
Secretary-Treasurer

E. de Bisschop
ERIC de BISSCHOP

William Scholtz
WILLIAM SCHOLTZ

Harry Brooks
HARRY BROOKS

Matilda P. Constable
MATILDA P. CONSTABLE

Constance P. de Bisschop
CONSTANCE P. de BISSCHOP

TERRITORY OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 7th day of December, 1948, before me personally appeared HAROLD ENGLISH, 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.

Edith K. Lodetani
Notary Public, First Judicial
Circuit, Territory of Hawaii.
My Commission Expires: 9/30/51

TERRITORY OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 6 day of December, 1948, before me appeared CONSTANCE P. de BISSCHOP and WILLIAM SCHOLTZ, to me personally known, who, being by me duly sworn, did severally say that they are the President and Secretary-Treasurer, respectively, of CHENG HO TRADING AND EXPLORING COMPANY, LTD., a Hawaiian corporation, the corporation described in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and said CONSTANCE P. de BISSCHOP and WILLIAM SCHOLTZ severally acknowledged the instrument to be the free act and deed of said corporation.

Bernard H. Kuman
Notary Public, First Judicial
Circuit, Territory of Hawaii.
My Commission Expires: 7/17/51

TERRITORY OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 6 day of December, 1948, before me personally appeared ERIC de BISSCHOP, WILLIAM SCHOLTZ, HARRY BROOKS, MATILDA P. CONSTABLE and CONSTANCE P. de BISSCHOP, 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.

Bernard H. Kuman
Notary Public, First Judicial
Circuit, Territory of Hawaii.
My Commission Expires: 7/17/51

Waialua, Oahu, T.H.
Dec. 10, 1948.

Dear Archer:

(Copy)

I lost so much in lawyer's fees in settling out of Court at far less than 100 cents on each \$100 outlay I made for the Cheung Ho fiasco, and in scratching together cash for the \$10,000 bond, that I need my \$500 bond money this month. I have bills to pay - one being for \$3,000!

I am writing you now so you have ~~about two weeks~~ time to arrange your affairs. I am writing Mr. Chupchase to cancel the bond before Dec. 28 so that I can have my cash before the New Year.

I was hoping I would get some cash from the Cheung Ho settlement. IOUs payable later are not much good for present needs.

Alotia,

Otto Degener

Maialua, Oahu, T.H.
Dec. 13, 1948.

Dear Mr. Chase:

I wish to cancel the \$500 Immigration Bond for George Archer Ceran, the deadline being before Jan. 1 of the coming year. I am willing to wait until after Christmas if you think it safe to wait that long. But, at any event, I want the cash before Jan. 1, 1949.

I have written Archer.

Winston Dyer, Merchant Mart, has the papers. I am leaving for Maui Dec. 18 and Jan. 2.

W.D.



LEGATION OF THE
UNITED STATES OF AMERICA

Wellington, New Zealand.
December 16, 1948.

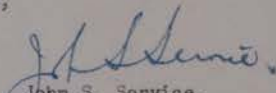
Mr. Otto Degener,
Waialua,
Oahu, T.H.

Sir:

Your letter of October 17 to the American Consulate at Papeete, Tahiti, has been referred to this office as the Consulate at Papeete has been closed.

Your letter will be retained in the files for the information of this office should the matter of the Cheng Ho arise in this consular district which now includes Tahiti.

Very truly yours,
For the Minister,


John S. Service,
American Consul.

1949

AGENCE CONSULAIRE DE FRANCE

À HONOLULU

C O P Y

Consulat Général de France
à San Francisco

19

M. JEAN DE LAGARDE, CONSUL GENERAL DE
FRANCE A SAN FRANCISCO

A M. IRVING PECKER, CONSUL HONORAIRE
DE FRANCE A HONOLULU

Me référant à ma lettre du 11 février 1949, j'ai l'honneur de vous faire connaître que M. le Gouverneur des Etablissements Français d'Océanie m'a spécifié que l'option conférée à M. otto DEGENER dès qu'elle a pour effet de lui transférer la propriété du "Cheng-Ho", se trouve en contradiction avec la réglementation locale.

En effet, aux termes du décret du 13 octobre 1921 rendu applicable aux Colonies par décret du 15 décembre 1921 et modifié par le décret du 8 novembre 1926 est prohibée l'exportation à destination de l'étranger de bateaux jaugeant plus de 100 tonneaux.

Le "Cheng-Ho" jaugeant 136 tonneaux tombe donc sous le coup de cette prohibition et aucune convention particulière ne saurait y faire obstacle./.

J. de Lagarde

Mokuleia Beach,
Waialua, Oahu.
April 19, 1949.

Mr. George Archer,
C/o Mr. Hogan,
Stangenwald Bldg., Hon.

Dear Archer:

I have had tremendous and unusual expenses due to the De-Bisschop-Cheng Ho fiasco and my publishing activity. That is why I wish Mr. Arnold to rush your hearing without further delay. I cannot afford to have him tie up my \$500 bond any longer. The understanding last Sept., was never that your case would be so long drawn out. I am not blaming you, naturally, for that but Immigration. They should expedite your records from California or cancel the bond. It is ridiculous for them to fear that you will run away like a criminal.

There is one alternative to my needing the \$500 now. I have a printing bill of about \$6,000 at "Paradise of Pacific Inc.," Beretania St., Honolulu that I must settle. It will be no longer necessary for me to "hound" you, Hogan and Arnold for the cash if you will agree to pay in my behalf to "Paradise of Pacific Inc.,":

1. By May 1, 1949, the 5% interest or \$25 that the \$500 would have earned me from Sept. 20, 1948 to March 20, 1949.
2. By June 1, 1949, \$25, plus 5% interest on the \$500 bond money, beginning March 20, 1949.
3. By July 1, 1949, \$25, plus 5% interest on the remaining \$475 bond outlay beginning March 20, 1949.
4. And similarly \$25 plus interest monthly until entire indebtedness is liquidated.

HOWEVER

Immediately, upon Immigration and the bonding company canceling the \$500 bond and refunding my cash, I am to get the entire sum less the \$25 payments of capital you have made Paradise of Pacific for me. The 5% interest, of course, is for me to keep.

As guarantee of good faith on my part, I am willing to leave the bond document either with Ingman or with Chipchase in escrow.

Please let me know your reaction soon, by writing to me C/o Mr. H.F. Clay, 2234 University Ave., Hon. If you don't do so, your letter will be forwarded to my beach place with considerable delay. I am at my Honolulu address usually Mondays or Tuesdays, and if we can't settle this situation ourselves, I will go into a huddle with Immigration officials one of those two days to see if they can't help us out.

MAILED 22 APR 1949 Aloha,

Oth. L. L. L.

SMITHSONIAN INSTITUTION
UNITED STATES NATIONAL MUSEUM
WASHINGTON, D. C.

January 7, 1942

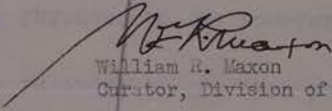
Mr. Otto Degener
Waialae, Oahu
Hawaii

Dear Mr. Degener:

Another package of Hawaiian plants has just come in from you, and although no letter is received I feel sure these were intended as a gift to the National Museum, like your previous sendings. There are 108 specimens in the lot. Needless to say, they are very welcome.

With all best wishes for the New Year,

Yours very truly


William R. Maxon
Curator, Division of Plants

UNITED STATES DEPARTMENT OF JUSTICE
IMMIGRATION AND NATURALIZATION SERVICE
HONOLULU, HAWAII
August 26, 1949

IN REPLYING PLEASE REFER TO THIS
FILE NUMBER
1302-10304

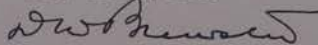
Mr. Otto Degener
Pohakuloa Mountain Lodge
Saddle Road, Hawaii

Dear Mr. Degener:

Returned herewith is the bill for premium on the
appearance bond of Mr. Archer.

The address this office has for Mr. Archer is
1141 Punahoa Street, Honolulu, T. H.

Very truly yours,



D. W. BREWSTER
District Director
Honolulu District

Enclosure:
Bill for Bond

Air Mail

Mr. Norman:

and grateful

I hardly need write you how delighted I am to receive your Aug. 31 letter, so will peruse immediately to carry the matter. Unfortunately, I do not recall what I wrote you ~~very~~ so please forgive me if I repeat myself.

I have done as you suggested. ~~the~~ enclosed is the power of attorney. This takes care of a debt of approximately \$3000. Its collection from a practical standpoint is not too important as ~~the~~ ^{Honolulu} Attorney Dugman would receive ~~of the~~ ^{33 1/3%} the amount collected for his services and the Papecte Attorney an additional 10%. With miscellaneous expenses, I imagine the creditors would get 50 cents on the dollar. It appears as though I am the only creditor, though this is not true. A former Filipino protégé of mine, a former part-Hawaiian protégé, and a few humble fishermen, machinists and carpenters are also involved. To simplify matters, however, they have ~~signed~~ ^{signed} over the claims to ~~me~~ ^{me} ~~from the~~ ^{from the} ~~to represent them.~~ ^{to represent them.} The collection of attempt to collect this debt, ~~the~~ ^{my} ~~from my point~~ ^{from my point} of view, is to show ~~that these people that~~ ^{these people that} ~~swindlers eventually lose~~ ^{these people that} ~~well-gotten gains and~~ ^{that the U.S. Law} ~~that the U.S. Law~~ ^{whether U.S. or French,} ~~will eventually protect the victims.~~ ^{will eventually protect the victims.} Presently, these people are disillusioned, and it is not flattering to ~~France~~ ^{France} ~~Tahiti~~ ^{Tahiti} that a man, considered a felon by the U.S. ~~can~~ ^{can} ~~thrive and take refuge there.~~ ^{thrive and take refuge there.}

There still remains a ~~Chief~~ ^{Chief} ~~Ho~~ ^{Ho} ~~matter~~ ^{matter} ~~and~~ ^{and} ~~entirely~~ ^{entirely} ~~separate~~ ^{separate} ~~and~~ ^{and} ~~distinct~~ ^{distinct} ~~from the~~ ^{from the} ~~above.~~ ^{above.} It comes to a climax in July 1952. This matter interests me very much and here I wish your advice. As a background to the whole matter I may as well admit I am not a businessman - don't wish to be - so my ideas may appear visionary. My father, who died in 1916, and my uncle were ~~built up the Wholesale Commission Merchants~~ ^{built up the Wholesale Commission Merchants} ~~in C.A. Hoffmann & Co. in textiles, etc., and~~ ^{in C.A. Hoffmann & Co. in textiles, etc., and} ~~built up C.A. Hoffmann & Co. in textiles, etc., and~~ ^{built up C.A. Hoffmann & Co. in textiles, etc., and}

York City to what it is today. ~~Today my~~ My
relatives still own the business. Possessing
~~as a very modest income in those a far more modest~~
~~in these inflationary times now very modest~~
I chose to dabble in Botany rather than ~~the~~
~~in business~~ and have had considerable success
~~at it~~ discovering plants new to science.

I own the option to purchase the
Cheng Ho for \$15,000 in July 1952 in
the same good condition in which ~~it~~
~~turned her over to the~~ the vessel existed at a
certain date which I don't ^{now} remember but is of
course stated in the contract now in my
safe deposit box. ~~with the~~ I have ~~two~~ have
plans:

1. Start a new ~~botanical~~ company in July
1952 with reliable Tahitian partners
~~the~~ ^{and} profit coming to me to be spent
~~by me~~ or my estate to be spent in
scientific research such as exploring
for plants and publishing the results, ~~or~~
2. If an ^{institution exists for} ~~Museum~~ like the Bishop's
Museum in Honolulu, that I turn my ~~assets~~
assets in the Cheng Ho ^{over} to that institution ^{on condition}
~~for the founding of a trust~~ ^{of which the interest would} ~~to be used~~
for scientific research. @/cause during my
lifetime I should ~~of~~ wish to share ~~in the~~
receive grants to aid in ^{my} that, exploration,
and publication.

The first ~~suggestion~~ ^{plan} seems the most di-
rect and uncomplicated one but not knowing
the ^{present} conditions of the Cheng Ho nor of conditions in
Tahiti I am first floundering about in ^{possible}
ignorance. With ^{planned} plans to remote areas,
the Cheng Ho is out-dated as a vehicle for
exploration. Yet I should like my profits
committed to further research. ~~Ward~~
Hunt Institute for Botanical Documentation

UNITED STATES DEPARTMENT OF JUSTICE
IMMIGRATION AND NATURALIZATION SERVICE
WASHINGTON 25, D. C.

PLEASE ADDRESS REPLY TO

AND REFER TO THIS FILE NO.

November 15, 1949

A-3694430

Mr. Otto Degenner
2334 University Avenue
Honolulu, T. H.

Dear Sir:

Reference is made to your letter of September 24, 1949, concerning the deportation proceedings against Mr. George Archer (Ceran) at Honolulu, in whose case you are interested as bondsman.

According to a report which has just been received from the office of this Service at Honolulu, the delay in conducting a hearing in this case has been at the request of Mr. Archer's attorney, who has requested that the hearing be delayed until he has obtained certain documents which he wishes to introduce in evidence at the hearing in behalf of his client. The attorney will inform the Honolulu office as soon as he is ready to proceed.

Sincerely yours,


Deputy Commissioner

2234 University Ave.,
Honolulu, Hawaii, U.S.A.
1, Decembre, 1949.

M. Le Secretaire General,
Societe des Oceanistes,
Paris, France.

Monsieur,

Je suis botanist. J'ai quelques droits dans le bateau "Cheng Ho".
Ces droits mature enJulie 1952. Maintenant le "Cheng Ho" est en Tahiti
et M. Eric deBisschop est capitain. Cette homme fait tres malheuresements
pour beaucoup peoples et pour moi.

Si je vous donne mes droits dans le "Cheng Ho", voulez vous fait avec
moi un contact que votre Societe fait des voyagesscientifiques dans l'
Ocean Pacifique et que je suis botanist pour ces expeditions? Mais je
vous request que Capt. deBisschop et son clique n'est pas avec nous. Il
estun capâtain bon mais il es

est
est un capitain bon, mais il tres mauvais dans autres choses.

Voulez vous s' il vous plait ecrit a M. H. Rene Papy, 6 rue Eugene-
Loize, Toulouse. Il est en Tahiti pour deux ou trois annees.

Pardonnez moi pour mon pauvre command de la langue francaise.

Aloha,

December 7, 1949

Cheng Ho Trading and Exploring Company, Ltd.
158 Dowsett Avenue
Honolulu, T. H.

Attention: Mrs. Constance P. de Bisschop, President

Gentlemen:

Promissory notes of the Cheng Ho Trading and Exploring Company, Ltd. in the amounts listed below were due and payable as of yesterday, December 6, 1949, to the individuals listed who are the holders of said note at the present time.

\$ 328.95	Saturnino Malayo
\$ 263.16	Harold English
\$ 197.37	Otto Degener
\$ 131.58	" "
\$ 750.00	" "
\$ 1116.50	" "

(\$558.25 due December 6, 1949)

(\$558.25 due December 6, 1950)

On behalf of the holders of said promissory notes, demand is hereby made upon your company for payment of said notes on or before December 10, 1949. It is requested that payment be made at 410 Merchandise Mart Building, Honolulu, T. H.

Very truly yours,

DAVID H. INGMAN

DNI:gy

Cheng Ho Trading and Ex-
ploring Company, Ltd.
Honolulu, Hawaii
December 9, 1949

Mr. David W. Ingman
410 Merchandise Mart Bldg.
Honolulu, T. H.

Dear Sir:

This will acknowledge receipt of your letter dated December 7, 1949, making demand for the payment of certain promissary notes executed by the Cheng Ho Trading and Exploring Company, Ltd. We regret that the corporation is not able to pay said notes at the present time because it does not have any funds in Hawaii. Attempts are being made to communicate with the corporation's representatives in Tahiti for the purpose of securing such funds, if any, as the corporation may have there. We suggest that you delay taking any action in this matter until the possibilities of obtaining funds from Tahiti are exhausted.

Very truly yours,

Cheng Ho Trading and Ex-
ploring Company, Ltd.

By *Constance de*
Bisschop

Form 3806-S (Rev. 3-40)

Receipt for Registered Article No. 10486 Postmaster per _____

Fee paid 2 cents. Class postage 24 POSTMARK

Declared value _____ Surcharge paid _____

Return Receipt _____ For sale _____

Delivery _____
In person _____
Accepting person will place his initials in space
indicating method of delivery.

NOTICE TO SENDER: Put below name and address of addressee as an identification. Preserve and submit
this receipt in case of inquiry or application for indemnity.

(Name of addressee)

(P. O. and State of address)

December 19, 1949

Count Jean de Lagarde
French Consul General
690 Market Street
San Francisco 4, California

Dear Sir:

I represent Mr. Otto Degener who has an option to purchase the Junk Yacht "Cheng Ho" in 1952. Mr. Degener has heard from different local sources that the "Cheng Ho" has been leased, chartered or sold to some individual or organization in Tahiti.

I have contacted Mr. Irving O. Pecker who has referred me to you as he understands you are familiar with the present status of the vessel. Mr. Degener, of course, is very concerned as his option which is exclusive and runs from the Cheng Ho Trading and Exploring Company, Limited would be jeopardized if Mr. Eric de Bisschop has transferred or attempted to transfer the ownership of the "Cheng Ho". It would appear that the transfer would not be legal as the "Cheng Ho" is a property of the corporation and the local officers of the corporation who would be required to sign any transfer documents apparently are not aware of any transfer having been made.

I shall greatly appreciate any information you are able to give me with regard to the above matter.

Respectfully yours,

David N. Ingman

DNI:gy

AR/js

CONSULAT GENERAL DE FRANCE
A SAN FRANCISCO

DE YOUNG BUILDING (10th FLOOR)
690 MARKET STREET
TELEPHONE YUkon 6-0965

PRIÈRE DE RAPPELER LE NUMÉRO
IN REPLYING REFER TO NUMBER

Honolulu - 2941

December 22, 1949

Mr. David N. Ingman
410 Merchandise Mart
Honolulu, T.H.

Dear Sir:

In answer to your letter of December 19 concerning the present status of the Junk Yacht "Cheng Ho", I beg to inform you that the Governor of Tahiti, in a letter dated last February, stated as follows:

"The option granted Mr. Degener - if for the purpose of transferring ownership of the vessel to a foreigner - is contradictory to local regulations on transfers of ships.

"According to the provisions of the decree of October 13, 1921, extended to Colonies as of December 15, 1921 and ratified by the decree of November 8, 1926, the exportation to foreign countries of sea-going vessels having a gross tonnage of 100 T. or over is prohibited.

"The "Cheng Ho" gauging 136 T. falls under this prohibitive decree and no particular agreement could be filed against it".

I have received no recent information concerning a possible lease, charter or sale of the "Cheng Ho" by Mr. de Bisschop. I would, therefore, suggest that you get in touch directly either with Mr. de Bisschop or with the Governor of Tahiti. In the latter case, the address should read: M. le Gouverneur des Etablissements Français d'Océanie, à Papeete (Tahiti).

Yours truly,

J. de Lagarde
Jean de Lagarde
Consul General of France

P.S. On the other hand the "Cheng Ho" not being at present in regions over which this Consulate General has jurisdiction, it is not up to this office to handle matters concerning it. Any action you deem necessary should be done through the U.S. Consul in Noumea as that American authority is in a position to defend the interests of United States citizens for matters pertaining to that region of the Pacific.

CIRCUIT COURT, FIRST JUDICIAL CIRCUIT
TERRITORY OF HAWAII

No. 16036

RECEIVED FROM David N. Ingman \$17.50 (ch)
FOR cost L. 20464 Degener vs Cheng Ho Trading and Exploring
Co., Ltd.

	DATE	CLASSIFICATION	AMOUNT	ACCOUNT
	JAN 5 1950		<i>John Bee</i>	

CLERK

H.R. Papy
Laboratoire de botanique
Faculté des Sciences
Toulouse

5 janvier 1950

Dear Sir Degener,

Je reçois aujourd'hui à Toulouse
votre lettre du 3 décembre, et je m'empresse s'y répondre.
Je vais à Paris la semaine prochaine, et je demanderai
une audience au R.P. O'Reilly, chargé du Pacifique
au Musée de l'Homme. J'emporte avec moi les
publications de vous que je possède de: "Plants of Hawaii
National Park", "Flora Hawaïensis", "The last cruise
of the Cheng-Ho". — Je verrai également M. Combes,
Directeur de la Recherche Scientifique Outre-Mer, et je
leur demanderai s'ils seraient d'accord pour une
expédition scientifique dans le Pacifique à bord
du "Cheng-Ho", dont vous seriez le botaniste.
J'y participerais moi-même très volontiers, si je
trouve les subventions nécessaires... car je ne suis
pas riche!

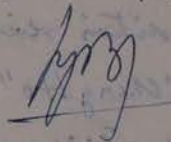
Bref, je défendrai votre cause
au mieux possible auprès du Musée de l'Homme
et de la Recherche Scientifique: peut-être aurons-
nous la chance de réunir avant juillet 1952.

M. de B. est très ardent. Lorsque

J'ai quitté Tahiti en juin, il louait le "Ching Ho"
au gouvernement pour la récolte du coprah,
et le gouvernement, que j'avais vu avec les articles
des journaux d'Honolulu que vous m'aviez envoyés,
m'avait conduit avec des formes. Je n'ai pas
d'autres nouvelles depuis lors, mais j'en ai écrit
à Papete à des amis pour savoir quelle est l'opinion
générale actuelle au sujet de E. de B.

Croyez bien en tous cas que je vous
tiendrai au courant et de mes démarches au
Maire de l'Homme et des nouvelles que je recevrai
de Tahiti.

Mérimée, cher Monsieur Degeer,
pour votre lettre et pour la 2^e édition de votre
flore que vous m'annoncez. Croyez-moi bien
sincèrement votre

 Aloha!

P.S. Grant n'a-t-il jamais publié sa
"Flora of the Society Islands"?

Address to Paris (janvier)

R. Papy, Hôtel Oriental, rue d'Arras, Paris V^e

Nº 148088

Honolulu, Hawaii.

RECEIVED FROM

CLASS	GRANTOR	GRANTEE	DOCUMENT No.	FEE\$
	1 cert copy Agrmt. recorded in Liber 2156 pages 247-249		58268-A	300
			Total	

Make all remittances payable to
REGISTRAR OF CONVEYANCES
P. O. Box 2867, Honolulu 3, Hawaii

RECEIVED PAYMENT.

NOTE: PRESENT RECEIPT WHEN CALLING FOR DOCUMENTS

FOR REGISTRAR OF CONVEYANCES.

L. No. 20464

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
TERRITORY OF HAWAII

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.,

Defendant.

ASSUMPSIT

1ST CIRCUIT COURT
TERRITORY OF HAWAII
FILED

1950 JAN 5 PM 2 42

M. H. Young

CLERK

SERVED

1-6-50

(do hereby certify that the attached folio of

RETURNED

1-6-50

OFFICE

James Hamasaki

COMPLAINT

and

SUMMONS

Are true and correct copies of the originals on
file in this office.

M. H. Young
Clerk, Circuit Court, First Circuit,
Territory of Hawaii.

DAVID N. INGHAM
410 Merchandise Mart Bldg.
Honolulu, T. H.

Attorney for Plaintiff

9

L. No. _____

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
TERRITORY OF HAWAII

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

ASSUMPSIT

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.,

Defendant.

COMPLAINT

TO THE HONORABLE, THE PRESIDING JUDGE OF THE CIRCUIT COURT
OF THE FIRST JUDICIAL CIRCUIT, TERRITORY OF HAWAII:

Comes now OTTO DEGENER, Plaintiff above named, of
Honolulu, City and County of Honolulu, Territory of Hawaii,
and complaining of CHENG HO TRADING AND EXPLORING COMPANY,
LTD., a Hawaiian corporation, Defendant above named, for
causes of action alleges as follows:

FIRST CAUSE OF ACTION

I.

That at said Honolulu, on or about the 6th day of December,
1948, the said Defendant made, executed and delivered to
Plaintiff a certain promissory note in writing, in words and
figures as follows, to-wit:

"\$750.00

Honolulu, Territory of Hawaii
December 6, 1948

One year after date, for value received,
Cheng Ho Trading and Exploring Company, Ltd.,
a Hawaiian corporation, promises to pay to Otto
Degener, or order, at Honolulu, Territory of
Hawaii, the sum of SEVEN HUNDRED FIFTY DOLLARS
with interest at the rate of five per cent (5%)

per annum from date until paid, payable only in lawful money of the United States of America. And in the event default is made in the above payment and suit is instituted to collect this note or any part thereof, Cheng Ho Trading and Exploring Company, Ltd., promises to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit.

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.

By /s/ CONSTANCE P. DE BISSCHOP
Its President

By /s/ WILLIAM SCHOLTZ
Its Secretary-Treasurer "

and thereby promised to pay to the order of said Plaintiff the said sum of \$750.00 as in said promissory note specified.

II.

That said promissory note is now due; that demand has been made upon the Defendant for the payment of said promissory note, but although often requested, the said Defendant has failed, neglected and refused to pay the same or any part thereof, and neither the whole nor any part thereof has ever been paid.

SECOND CAUSE OF ACTION

And for another and separate cause of action, Plaintiff alleges:

I.

That at said Honolulu, on or about the 6th day of December, 1948, the said Defendant made, executed and delivered to Matilda P. Constable, or order, a certain promissory note in writing, in words and figures as follows, to-wit:

765
"\$131.58

Honolulu, Territory of Hawaii
December 6, 1948

One year after date, for value received, Cheng Ho Trading and Exploring Company, Ltd., a Hawaiian corporation, promises to pay to Matilda P. Constable,

or order, at Honolulu, Territory of Hawaii, the sum of ONE HUNDRED THIRTY-ONE AND 58/100 DOLLARS with interest at the rate of five per cent (5%) per annum from date until paid, payable only in lawful money of the United States of America. And in the event default is made in the above payment and suit is instituted to collect this note or any part thereof, Cheng Ho Trading and Exploring Company, Ltd., promises to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit.

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.

By /s/ CONSTANCE P. DE BISSCHOP
Its President

By /s/ WILLIAM SCHOLTZ
Its Secretary-Treasurer "

and thereby promised to pay to the order of said Matilda P. Constable the said sum of \$131.58 as in said promissory note specified.

II.

That thereafter, and prior to the bringing of this suit, said Matilda P. Constable, for a good and valuable consideration and by an endorsement on the back thereof, duly sold, assigned and transferred the said promissory note and the money due thereon to Plaintiff herein who is now the owner and holder thereof.

III.

That said promissory note is now due; that demand has been made upon the Defendant for the payment of said promissory note, but although often requested, the said Defendant has failed, neglected and refused to pay the same or any part thereof, and neither the whole nor any part thereof has ever been paid.

THIRD CAUSE OF ACTION

And for another and separate cause of action, Plaintiff alleges:

I.

That at said Honolulu, on or about the 6th day of December, 1948, the said Defendant made, executed and delivered to Matilda P. Constable, or order, a certain promissory note in writing, in words and figures as follows, to-wit:

"\$197.37

Honolulu, Territory of Hawaii
December 6, 1948

11.46
One year after date, for value received, Cheng Ho Trading and Exploring Company, Ltd., a Hawaiian corporation, promises to pay to Matilda P. Constable, or order, at Honolulu, Territory of Hawaii, the sum of ONE HUNDRED NINETY-SEVEN AND 37/100 DOLLARS with interest at the rate of five per cent (5%) per annum from date until paid, payable only in lawful money of the United States of America. And in the event default is made in the above payment and suit is instituted to collect this note or any part thereof, Cheng Ho Trading and Exploring Company, Ltd., promises to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit.

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.

By /s/ CONSTANCE P. DE BISSCHOP
Its President

By /s/ WILLIAM SCHOLTZ
Its Secretary-Treasurer

and thereby promised to pay to the order of said Matilda P. Constable the said sum of \$197.37 as in said promissory note specified.

II.

That thereafter, the said Matilda P. Constable, for a good and valuable consideration and by an endorsement on the back thereof, duly sold, assigned and transferred the said promissory note and the money due thereon to Emilio Ordonez; that thereafter, and prior to the bringing of this suit, said Emilio

Ordonez, for a good and valuable consideration and by delivery of said promissory note, duly sold, assigned and transferred said promissory note and the money due thereon to Plaintiff herein who is now the owner and holder thereof.

III.

That said promissory note is now due; that demand has been made upon the Defendant for the payment of said promissory note, but although often requested, the said Defendant has failed, neglected and refused to pay the same or any part thereof, and neither the whole nor any part thereof has ever been paid.

FOURTH CAUSE OF ACTION

And for another and separate cause of action, Plaintiff alleges:

I.

That at said Honolulu, on or about the 8th day of December, 1948, the said Defendant made, executed and delivered to Matilda P. Constable, or order, a certain promissory note in writing, in words and figures as follows, to-wit:

"\$1,116.50

Honolulu, Territory of Hawaii
December 6, 1948

After date, for value received, Cheng Ho Trading and Exploring Company, Ltd., a Hawaiian corporation, promises to pay to Matilda P. Constable, or order, at Honolulu, Territory of Hawaii, the sum of ONE THOUSAND ONE HUNDRED SIXTEEN AND 50/100 DOLLARS, with interest at the rate of five per cent (5%) per annum from date until paid, payable only in lawful money of the United States of America, in the manner following, that is to say, an installment of FIVE HUNDRED FIFTY-EIGHT AND 25/100 DOLLARS (\$558.25) with interest on December 6, 1948, and the balance of FIVE HUNDRED FIFTY-EIGHT AND 25/100 DOLLARS (\$558.25) with interest on said balance on December 6, 1950.

"Should default be made in the payment of the installment due December 6, 1949, then the whole of the aforesaid principal sum, or any unpaid balance

thereof, shall, at the option of the holder hereof, become immediately due and payable. And in the event default is made in any of the above payments and suit is instituted to collect this note or any part thereof, Cheng Ho Trading and Exploring Company, Ltd., promises to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit.

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.

By /s/ CONSTANCE P. DE BISSCHOP
its President

By /s/ WILLIAM SCHOLTZ
its Secretary-Treasurer "

and thereby promised to pay to the order of said Matilda P. Constable the said sum of \$1,116.50 as in said promissory note specified.

II.

That thereafter, the said Matilda P. Constable, for a good and valuable consideration and by an endorsement on the back thereof, duly sold, assigned and transferred the said promissory note and the money due thereon to Georges Archer Ceran; and that thereafter, and prior to the bringing of this suit, said Georges Archer Ceran, for a good and valuable consideration and by delivery of said promissory note, duly sold, assigned and transferred said promissory note and the money due thereon to Plaintiff herein who is now the owner and holder thereof.

III.

That said promissory note is now due; that demand has been made upon the Defendant for the payment of said promissory note, but although often requested, the said Defendant has failed, neglected and refused to pay the same or any part thereof, and neither the whole nor any part thereof has ever been paid.

WHEREFORE, Plaintiff prays for judgment against the Defendant in the sum of TWO THOUSAND ONE HUNDRED NINETY-FIVE AND 45/100 DOLLARS (\$2,195.45), together with interest, costs and reasonable attorney's fees as provided for in said promissory notes, and prays that process in due form issue out of this Court citing and summoning Defendant to appear and answer this Complaint.

Dated at Honolulu, T. H., this 5th day of January, 1950.

OTTO DEGENER, Plaintiff,

By David N. Ingman
David N. Ingman, His Attorney

TERRITORY OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

DAVID N. INGMAN, being first duly sworn, on oath, deposes and says: That he is the attorney for OTTO DEGENER, Plaintiff named in the foregoing Complaint; that he has read the said Complaint by himself subscribed and that he verily believes the matters therein to be true to the best of his knowledge and belief.

David N. Ingman

Subscribed and sworn to before me
this 5th day of January, 1950.

S/Alfred I. Ocampo
Notary Public, First Judicial
Circuit, Territory of Hawaii.

My commission expires 6/30/53.

In the Circuit Court of the First Judicial Circuit

TERRITORY OF HAWAII

A. D. 19..... Term

OTTO DEGENER,

Plaintiff....

v.

CHENG HO TRADING AND EXPLORING

COMPANY, LTD.,

Defendant....

Term Summons**The Territory of Hawaii:**

TO THE HIGH SHERIFF OF THE TERRITORY OF HAWAII, OR HIS DEPUTY; THE SHERIFF OF THE CITY AND COUNTY OF HONOLULU, OR HIS DEPUTY, OR ANY POLICE OFFICER IN THE TERRITORY OF HAWAII MAKING SERVICE HEREOF:

YOU ARE COMMANDED to summon the above named Defendant..., in case 1st shall file written answer **WITHIN TWENTY DAYS AFTER SERVICE HEREOF**, to be and appear before the First Circuit Court at the Judiciary Building in Honolulu, at the term thereof pending immediately after the expiration of twenty days after service hereof; **TO SHOW CAUSE** why the claim of the above named Plaintiff... should not be awarded pursuant to the tenor of the annexed complaint.

AND have you then there this Writ with full return of your proceedings thereon.

WITNESS the Honorable Presiding Judge of the Circuit Court of the First Judiciary Circuit at Honolulu aforesaid, this 5 day of January, 19 50.

M. H. Young

Clerk.

**Sheriff's Return**

SERVED the within Summons.....

at this day of, 19....., by delivering to a certified copy hereof and of the complaint hereto annexed and at the same time showing..... the original.

Dated, 19.....

Sheriff.
Police Officer.

Waukegan, Ill.
Jan. 15, 1958

Mrs. Anshold was ~~pleased~~ greatly pleased in the results of my botanizing in Hiji with her on the Cheng Ho in 1940-41. She is elderly and, no longer interested in the vessel, sold her to

me a few years ago. The vessel, due to neglect²
during war times, was in poor condition. I then
~~and~~ started the Cheng Ho Trading & Exploring
Co., Ltd., a Honolulu corporation, with a Capt.
Eric de Bisschop who impressed me with his
knowledge of the sea. Others likewise were
shareholders. I did not know at that time
that Capt. de Bisschop had an unsavory reputation.
In fact since that time he was deported from
the United States to French Oceania as an
undesirable alien. Should he return now, he
would be subject to imprisonment here.

I am not a seaman nor a businessman
but ~~was~~ a botanist. So when I turned the Cheng
Ho over to the Company ^{I started,} the contract read
that I could, with a scientific companion ^{for example, M. Rene Papy}
serve the aft cabin for ~~myself~~ ^{ourselves} to explore the
South Seas while the vessel engages in
general trading - copra, beche-de-mer,
trochus, benzene, etc., etc. - between
various islands. Also, I received the right to
purchase the Cheng Ho from the Company
in July 1952 for \$15,000 and that the
vessel was to be in the same good condi-
tion in which I had turned her over to the
Company. The Court established the condi-
tion of the vessel at that time at \$60,000.
Also, the Company owes me ~~\$1000~~

am sure, your knowledge of local conditions
could modify my plan to make it workable.
Perhaps the Chey Ho could be the central motif
for a marine aquarium or museum either
in the harbor or hauled up on land, and
with tables and chairs & tables on the
upper deck and surrounding lawn for the
serving of refreshments. Not familiar
with Tahiti, I just don't know.

By the way, here in my garage I have
a complete new set of ~~heyma~~ - colored
sails for the Chey Ho. ~~These sails~~
~~included~~ They were worth \$2000.

The precise ownership is ~~conf~~ confused.
I enclose a copy of my letter to the former
U.S. Consul Mr. Scott, and one to ~~the~~ a
~~Oceanographic~~ scientific ^{oceanographic} institution in
New Caledonia. Both will give you
~~some~~ facts.

I cannot help but feel sorry for the Captain.
He is utterly fearless, a wonderful navigator, a
charming ~~personality~~ personality - which
last is warming and makes him so dangerous
- his with his ~~own~~ mischievous schemes - and
has a lovely and faithful wife and adopted
daughter in Honolulu. ^{He could live such a happy, useful life} Whenever there is a
right or a wrong plan to ~~adopt~~, an honest
or a shady one to adopt he invariably
chooses the wrong one. When he was in
~~Hawaii~~ I ~~thought~~ ^{was} in Hawaii, I he was
in Hawaii, I thought he belonged in an institution
felt he should have been committed to an
institution, whether penal or ~~mental~~ mental.
I was ~~never~~ sure.

I wish to thank you again, most
sincerely, for the ~~information~~ ^{information} you have given me.
Hunt Institute for Botanical Documentation

CERTIFIED TRUE COPY OF ORIGINAL
FILED:

LANDLORD.....Petition No. 76332-L

RENT CONTROL COMMISSION
CITY AND COUNTY OF HONOLULU
William E. Miles

RENT CONTROL COMMISSION

CITY AND COUNTY OF HONOLULU

In Re Petition of

Otto Degener

2234 University Avenue

FINDINGS AND ORDER OF ADMINISTRATOR

The petition of Otto Degener establish
(Name of Petitioner) to adjust the
rent on the housing accommodation located at 2234 University Avenue (Room "B")
Mauka-Front Room,
Honolulu, T. H. having heretofore been duly filed in the Office of
the Rent Control Commission, City and County of Honolulu:

Now, Therefore, the Administrator finds that in view of the evidence presented and the information obtained:

The Administrator does therefore Adjudge and Order that the maximum-rent ceiling
for the furnished room "B" (Mauka-Front Room) with share bath, located
at 2234 University Avenue, Honolulu, T. H., be and the same is
hereby established at \$15.00 per month.

Cost of the utilities, yard upkeep, and the charge made by
the City and County of Honolulu for the collection and disposal of
refuse are to be equitably pro-rated between the tenants of Rooms
A, B, C, and D, and the landlord.

The tenant is to have reasonable common use of house hold
privileges.

The landlord may not assess or collect any other supplementary
charges.

TENANT:

By William E. Miles
Administrator of the Rent Control Commission
City and County of Honolulu

Date April 22, 1949
HACK:lkj:mkw

The Order shall be the final Order of the Commission unless a request for a review is granted thereon.

If you wish to file an appeal with the Rent Control Commission, you may do so within five days of receipt of this Order.

today \$2000-3000 in cash.

3

~~Perhaps Mr. Patey explained to you that~~
we in Honolulu put cargo aboard the
Cheung Ho and sent her to Tahiti. Capt
deBischof was to sell this cargo, buy
other wares, and return to Honolulu in
about 6 weeks. Instead, he squandered
the resources of the Company in ~~visions~~
~~visions~~ in Tahiti and after 6 months,
limped into port ^{in Honolulu} almost with only
vanilla beans for which there was no
market.

During lawsuits which we ~~referred~~
shareholders inaugurated, it developed that
deB. had actually registered the Cheung Ho
in Tahiti as belonging to him when of
course the vessel belonged to all the
stockholders. ^{of the Company} ~~He~~ He blamed this
on a mistake ^{made} in the Governor's office.

^{There is even a question regarding to my lawyer that the same}
^{He was registered under the flag of Tahiti}
Cheung Ho further scientific research in the
Pacific - Science is international and it
is quite immaterial to me whether this research
is conducted under the French or American
flags or conducted by Frenchmen or Americans.

or, in fact, just about any nationality. It is
therefore that I am contacting you ~~the~~
~~the Jardin des Plantes in Paris~~, asking
whether you are prepared to take over
the Cheug Ho as part of your institution
for exploratory work in the Pacific.
Of course, I do wish to retain ~~for~~
my right to ^{reserve} my aft cabin with an assist
^{or colleague} and to be botanist on such ~~of~~
explorations, ^{without pay}. The plants collected would
go to institutions you specify including
one set for New York, one for Harvard and
perhaps one for the Bishop Museum.

It is my idea that when the vessel is
not used for scientific purposes ^{and funds are meager}, it might
be chartered to various concerns to en-
gage in general trade, thus reducing cost of
signing ^{and} manning. I am rushing this letter off to you
without advice from my attorney. ~~I believe~~
~~that so~~ so I am not certain about the follow-
ing. No doubt you could get the answers from
your own ^{legal} advisor. The Company, as
the enclosed clipping now shows, is delinquent
to me for \$2,195. ^{A year from now, it will owe me another \$1,000 or so.} The Captain is a spend-
thrift and for every penny me stockholders
have received, we were obliged to go to

5

Can't. Perhaps your Museum could at this
 time gain title to the Cheng Ho for the
 \$2,000 debt now due me. Also secondly,
 in July 1952 ~~this vessel~~ I have the right
 to purchase this vessel for \$15,000 and
 this vessel ^{at time of sale} ~~is to be worth~~ ^{is to be worth} \$60,000.
 I know the Captain has allowed the
 vessel to deteriorate. Perhaps, but only
~~a~~ a lawyer could advise us, he must
 sell me (or ^{to} your Museum) the Cheng Ho
 for \$15,000 less the amount for which
 the vessel has deteriorated. This then is
~~the tentative my tentative plan~~ I am
 eager for your reaction and ^{your} questions
 that I or my lawyer shall try to answer
 for you.

In other words, I want ^{the} ~~my~~ ^{the} Cheng Ho
to leave ~~macrocephalus~~ ^{private} hands to become the
property of a Scientific institution to further
Science, the purpose for which the vessel
was built by Mrs. ~~Dr. Aloha~~
Aloha, and ~~for~~ for which she sold her to
me ^{for \$1000} ~~this~~ is my tentative plan.

THIS SPACE MAY BE USED
FOR WRITING

R. Papy, 6, rue E. Loze
Toulon (France)



AIR-MAIL

Monsieur O. Degener
Waialua, Oahu

U.S.A. I. Hawaii



FOLD HERE



INSTRUCTIONS

1. Enclosures may be made with safety but do not send currency.
2. To avoid delay, be sure that complete address is given including sender's full return address.

INSTRUCTIONS

1. This form requires merely fold.
2. Use as many sheets as possible. Just fold them. Form—up to 5.

R. PAPÉ

à M. Eugène Coze
Toulouse, 26 février 1950

Cher Monsieur Degener,

Merci infiniment pour l'exem-
plaire de votre 2^e édition de la Flora Hawaiensis,
que j'ai trouvée à Toulouse à mon retour de Paris.

Pour votre expédition projetée
sur le "Cheng Ho", je crains malheureusement que
la France ne puisse faire grand chose. M. Combes,
le pasteur Leenhardt, le R. P. O'Reilly, eux-mêmes,
ne peuvent pas fournir réunir les crédits nécessaires
pour financer une participation française : nous
sommes hélas très pauvres pour la recherche
en Sciences Naturelles ! - M. Combes me dit que
vous devriez essayer de vous adresser à
l'Institut Français d'Océanie, à Nouméa, qui
serait le plus apte à accueillir cette demande.

Je travaille toujours à ma thèse
de géographie botanique, mais après cela, je ne
pours pas l'espoir de la possibilité ^{d'écrire} une Flore,
comme vous me le suggérez. On verra l'an prochain.
Tenez-moi au courant si vous allez herboriser à
Tahiti.

Croyez, cher Monsieur Degener,
à mes sentiments les meilleurs.

L. No. 20464

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
TERRITORY OF HAWAII

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.,

Defendant.

ASSUMESIT
1ST CIRCUIT COURT
TERRITORY OF HAWAII

FILED

1920 JAN 27 PM 3 11

M. H. Young
CLERK

MOTION

CERTIFICATE OF CLERK OF COURT

and

ORDER DECLARING DEFENDANT IN DEFAULT

DAVID N. INGMAN
415 Merchandise Mart Bldg.
Honolulu, T. H.

Attorney for Plaintiff

L. No. 20464

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
TERRITORY OF HAWAII

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.,

Defendant.

ASSUMPSIT

MOTION

Comes now the above named Plaintiff and respectfully moves that the Court make and enter its order declaring the above named Defendant, CHENG HO TRADING AND EXPLORING COMPANY, LTD., in default.

This Motion is based upon the pleadings, record and files in this cause, together with the Certificate of the Clerk hereto attached.

Dated at Honolulu, T. H., this 27th day of January, 1950.

OTTO DEGENER, Plaintiff,

By

David N. Ingman
David N. Ingman, His Attorney

L. No. 20464

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
TERRITORY OF HAWAII

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.,

Defendant.

ASSUMPSIT

CERTIFICATE OF CLERK OF COURT

I, M. H. Young, Clerk of the above
entitled Court, do hereby certify that the above entitled
action was filed on January 5, 1950; that the Defendant,
CHENG HO TRADING AND EXPLORING COMPANY, LTD., was duly served
with summons on January 6, 1950, and that on this 27 day
of January, 1950, no answer or other pleadings have been
filed in the above entitled Court and cause by said Defendant
or by anyone acting on its behalf.

Dated at Honolulu, T. H., this 27 day of January,
1950.

M. H. Young

Clerk of the Above Entitled Court



L. No. 20464

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
TERRITORY OF HAWAII

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.,

Defendant.

ASSUMPSIT

ORDER DECLARING DEFENDANT IN DEFAULT

It appearing this 27 day of January, 1950, that the above entitled action was filed on January 5, 1950; that the above named Defendant, CHENG HO TRADING AND EXPLORING COMPANY, LTD., was duly served with summons on January 6, 1950; and that neither said Defendant nor anyone acting on its behalf has filed any answer or other pleadings in the above entitled Court and cause;

IT IS ORDERED that said Defendant be and it hereby is declared in default, and IT IS FURTHER ORDERED that the default of said Defendant be duly entered by the Clerk of the Court.

Dated at Honolulu, T. H., this 27 day of January, 1950.



Carrick H. Buck

Judge of the Above Entitled Court

L. No. 20464

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
TERRITORY OF HAWAII

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.,

Defendant.

ASSUMPSIT

1ST CIRCUIT COURT
TERRITORY OF HAWAII

FILED

1950 FEB 7 AM 8 28

M. H. Young

PLAINTIFF'S COST BILL

CLERK

DAVID N. INGMAN
410 Merchandise Mart Bldg.
Honolulu, T. H.

Attorney for Plaintiff

L. No. 20464

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
TERRITORY OF HAWAII

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.,

Defendant.

ASSUMPSIT

PLAINTIFF'S COST BILL

Court cost filing assumpsit suit	\$17.50
Sheriff's mileage	<u>1.00</u>
Total	\$18.50

It is hereby certified that the above is a true and
correct statement of the costs herein incurred by the
Plaintiff.

Dated at Honolulu, T. H., this 3rd day of February, 1950.

OTTO DEGENER, Plaintiff,

By David N. Ingman
David N. Ingman, His Attorney

APPROVED IN THE TOTAL
SUM OF \$18.50:

Carrick H. Buck
Judge of the Above Entitled Court



L. No. 20464

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
TERRITORY OF HAWAII

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.,

Defendant.

ASSUMPSIT

1ST CIRCUIT COURT
TERRITORY OF HAWAII

FILED

1950 FEB 7 AM 8 28

M. H. Young

CLERK

J U D G M E N T

DAVID H. INGHAM
410 Merchandise Mart Bldg.
Honolulu, T. H.

Attorney for Plaintiff

L. No. 20464

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
TERRITORY OF HAWAII

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.,

Defendant.

ASSUMPSIT

J U D G M E N T

This matter having come on to be heard on adduction of Plaintiff's proof on the 2nd day of February, 1950, subsequent to the Order Declaring Defendant in Default entered and filed herein on the 27th day of January, 1950, and the Plaintiff having been represented herein by David W. Ingman, Esq., and evidence having been adduced on behalf of the Plaintiff in the form of four promissory notes which were the subject of this action and the Court being satisfied that the allegations of Plaintiff's Complaint herein are in all respects true,

JUDGMENT IS HEREBY ASSESSED against the Defendant as follows:

Principal	\$2,195.45
Interest, First Cause of Action	43.54
Interest, Second Cause of Action	7.65
Interest, Third Cause of Action	11.45
Interest, Fourth Cause of Action	64.82
Costs of Court	17.50
Sheriff's Mileage	1.00
	<u>\$2,341.42</u>

JUDGMENT IS FURTHER ASSESSED against the Defendant in the sum of FOUR HUNDRED AND FIFTY DOLLARS (\$450.00), representing a reasonable attorney's fee herein pursuant to the provision incorporated in each of said promissory notes wherein Defendant promised to pay a reasonable attorney's fee.

THEREFORE, JUDGMENT IS ASSESSED against the Defendant in the total sum of TWO THOUSAND SEVEN HUNDRED NINETY-ONE DOLLARS AND FORTY-TWO CENTS (\$2,791.42).

Dated at Honolulu, T. H., this 6 day of February, 1950.

O. Loryenowsky

Clerk of the Above Entitled Court



APPROVED:

Carrick H. Buck

Judge of the Above Entitled Court

I do hereby certify that the foregoing is a full, true and correct copy of the original on file in this office.

W. K. [Signature]
Clerk, Circuit Court, First Circuit,
Territory of Hawaii

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
TERRITORY OF HAWAII

OTTO DEGENER, Plaintiff,
vs.
CHENG HO TRADING AND EXPLORING
COMPANY, LTD., Defendant.

ASSUMPSIT

EXEMPLIFICATION CERTIFICATE

I, O. SEZENEVSKY, the undersigned Clerk of the above named First Circuit Court, Territory of Hawaii, do hereby certify the foregoing to be full, true, and correct copies of the original. Judgment in this cause dated February 6, 1950.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Court this 8th day of February, 1950.

Clerk, Circuit Court
First Circuit, Territory of Hawaii.

I, GARRICK H. BUCK, Judge of the Circuit Court, First Judicial Circuit, Territory of Hawaii, do hereby certify that said Court is a Court of Record having a Clerk and Seal; that O. SEZENEVSKY, who signed the foregoing attestation, is a duly appointed and qualified Clerk of said Court, and was, at the time of signing the same such Clerk, and as such, duly qualified to execute said certificate of attestation; that the same is in due form according to the laws of the Territory of Hawaii; that the signature to said attestation is her genuine handwriting, and that all her official acts, as such Clerk, are entitled to full faith and credit.

WITNESS my hand and the seal of said First Circuit Court this 8th day of February, 1950.

Judge, Circuit Court
First Circuit, Territory of Hawaii.

TERRITORY OF HAWAII }
CITY AND COUNTY OF HONOLULU. } ss.

I, SIBYL DAVIS, Chief, Clerk of the First Circuit Court of the Territory of Hawaii, do hereby certify that the Honorable GARRICK H. BUCK, whose name is subscribed to the preceding certificate, was, at the time of signing the same First Judge of said Circuit Court, and was duly commissioned, qualified and authorized by law to execute said certificate, and that his signature to said certificate is genuine.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Court this 8th day of February, 1950.

Chief Clerk, Circuit Court
First Circuit, Territory of Hawaii.



THIS SIDE OF CARD IS FOR ADDRESS

Mr. David Ingman,
Merchandise Mart,
Honolulu.

Waialeale, Oahu
Aug. 29, 1950.

Dear Dave:

Ruth Roy Peiler
& Emilio Ordóñez
have promised to
pay their share of
the \$150 Chung to
translating expense,
etc. I have not
yet contacted Eng-
lish & Malays.

Aloha

Otto

February 9, 1950

Law Office of George Arthur Ahne, dec'd
Papeete, Tahiti

Attention: Mr. Gilpain

Dear Mr. Gilpain:

I represent Otto Degener, a resident of the Territory of Hawaii and a United States citizen, who on February 6, 1950 obtained a judgment against the Cheng Ho Trading and Exploring Company, Ltd. in the amount of \$2,791.42.

As there are no assets of the defendant company in the Territory of Hawaii, I am now forwarding copies of this judgment, together with exemplification certificate, to you in order that action may be taken against the company and its principal asset, the junk yacht "Cheng Ho" in Tahiti. I also desire that any other assets of the company be levied upon in addition to the "Cheng Ho" if this is possible under your laws.

I have taken the liberty of forwarding this matter to your office inasmuch as you were highly recommended by William Pennington, representative of Earl Thacker, who recently returned from Tahiti. I addressed my correspondence to Mr. Ahne's office inasmuch as I was unable to obtain your full name from the directory of attorneys available locally and inasmuch as Mr. Pennington stated that you were Mr. Ahne's former partner.

If for any reason you are unable to handle this matter, will you please refer it to some other attorney in Papeete? If you are able to handle it, would you please advise me as soon as possible whether you wish to do so on a fixed or contingent fee? I believe my client would prefer that the matter be handled on a contingent (percentage) fee arrangement so that he would be required to forward only the costs of court prior to recovering from the defendant company. If you desire any further information in regard to this matter, or if for reasons unknown to me you feel that an action cannot be maintained in the French courts on this judgment, then I should appreciate your contacting me as soon as possible.

I am enclosing, for your information, a copy of a letter which I have sent to the Governor of Tahiti to which I have as yet received no reply. I believe the letter is self-explanatory. I am also enclosing certified copies of the promissory notes which were the subject of the action in which this judgment was obtained.

Very truly yours,

David N. Ingman

DNI:gy
Encls.

In envelope put -

*"By Way of Fiji to make connection
With Trapani plane leaving Nandi 2/18/50"*

*Original
1.00 - 1.00*

Papeete

February 25. 50

Mr Otto Degener

Waialua

Hawaii

Dear Mr Degener:

I am very sorry I have been so long before sending you my news.

I am very desirous of learning from you yourself if you are still owner of the Chery Ho. When I was in Honolulu you told me the Chery Ho was under a three year contract and that after that time the vessel would return to your hands. When will you come to get your vessel? Will you come to get it yourself or not? Because I wish to return to Honolulu. If you come here I wish to return with you. Should you come here before the 3 year contract is completed, come to my house, where you can live with me.

Try to arrive here before July 14th when the great national fête begins. You will then see all kinds of dances and other interesting things. The fête lasts for about 10 days. Before you arrive please inform me by telegram when to expect you.

Things do not go very well here with the Chery Ho. For nearly 4 months she has been tied up at the Wharf. Harrybrook and Red Schole ~~have been waiting for her~~

~~Myself~~. have taken their money from the vessel. Harry
and his wife intend to return to Honolulu when they can
find a ship to take them. Red School and his family will
remain in Tahiti. They have many times told me
their regret at helping Captain De Biscoup while
in Honolulu. They told me that if they had been on
the side of Malays and English all would have been well
but now it is too late.

Please reply to me in English if you come here
after your boat, either at the end of the contract or any
other time.

As for my truck (jeep) I have it here in Tahiti.

If you are no longer owner of the Cleary Ho,
will you please guarantee me in Honolulu so that I may
be able to leave Papeete. I wish to come there to work. I
will pay for my passage myself, and for my expenses
in Honolulu you will not be responsible. I will bring dollars
with me to keep me while waiting for work. I simply wish
you to guarantee me so that I may leave Tahiti. When I arrive
in Honolulu I will reimburse the money you have guaranteed.
Please do all you can to help me to come to Honolulu.

Hoping to hear from you soon, and thanking you in
anticipation for the favor I am asking.

I remain, dear Sir, with aloha nui

Yours very sincerely

Ed Toomaru

ISLANDS PRODUCE

(Unless otherwise stated, quotations are in Australian currency)

COCOA

Cocoa beans imported into Australia from the Pacific Islands come mostly from New Guinea and the New Hebrides and are purchased almost wholly by the Commonwealth Chocolate and Confectionery Manufacturers' Association. The buying price is based on the ruling rate of Acra beans (produced mainly in the Gold Coast Colony, West Africa). Prices for the 1939 crop show a tendency to fluctuate—late in March they dropped to around £200 Stg. but recovered early in April.

Acra quotation by Colyer, Watson Pty. Ltd., Sydney: £217/10/- sterling (equivalent to £271/10/6 Aust.), c.i.f., Sydney.

Western Pacific cocoa beans were quoted on the Sydney market in mid-April, as—

New Guinea: £212/10/- A per ton, ex wharf.

New Hebrides: £217/10/- A per ton, ex wharf.

Most of Western Samoa's cocoa production goes to USA, where it is allocated by the International Control Board. The price in Apia fell disastrously last year (to £110 Samoan per ton, f.o.b.) but later recovered. In mid-April, Samoan beans were quoted at £220 Samoan per ton, f.o.b., after being £200 earlier in the month (Samoa currency equals sterling).

TROCHUS SHELL

Immure shipments are handled in Sydney by several Pacific Islands trading firms. Nominal Sydney quotations are: Thursday Island shell, £88 per ton, f.o.b.; New Guinea shell, £78 per ton, c.i.f.; Sydney, Solomon Islands shell, unquoted. Very little trochus shell has been received in Sydney in recent months.

Fiji merchants recently paid for trochus £760 (£A66/17/6) per long ton on the beach at Suva.

COFFEE

Prices for coffee produced in British Colonies increased in 1949, following devaluation of the £ stg. and Pacific Territories prices advanced similarly. Nominal quotations are—

New Caledonia: Production exported to France at higher than normal rates (equivalent to around £400 Aust. per ton for Arabica and £380 Aust. for Robusta).

New Guinea and Papua: Nominally £350 to £370 per ton (c.i.f.), according to quality.

Java: No exports coming to Australia from Indonesia at present.

Purchasers at Full Market
Prices on Assay Value of

GOLD SILVER PLATINUM

And Platinum Group Metals

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Sney Hills and Chippendale, N.S.W.

Official Assayers to the Bank of New South Wales. Gasmeted Agents of the Commonwealth Bank of Australia under the Gold Regulations of the National Security Act.

VANILLA BEANS

Production of the main South Seas vanilla-producer, French Oceania, mostly goes to UBA. Rapeseed merchants quote 335 francs per kilo (2.2 lb.).

Price for Tahiti vanilla beans (White-Yellow Label) quoted on the Sydney market by J. C. Merrill Pty. Ltd. is 18/6 per lb., c.i.f. Australian ports.

RICE

No free-trading in rice at present. All the Australian crop goes to the Commonwealth Government for allocation to countries where rice is a staple of the native peoples. Rice shipped from Sydney to Islands ports is fixed at £45 per ton White and £49 per ton Brown.

GREEN SNAIL SHELL

Nominal quotations in Sydney are at £65 per ton, c.i.f. for Tag shell, but there has been little shell sold during the past 12 months.

PEARL SHELL

By a three-years' contract between the Otto Oerda Company (principal Mother of Pearl Shell buyer in USA) and the majority of Torres Strait pearlers, the Thursday Island shell price was fixed in the middle of 1949 at: Sound grades, £A325 per ton, f.o.b.; "D" grade, £A225; "B" grade, £A125—all prices were plus bonuses decided by the company.

Independent quotation: Top grades, £A460 per ton; "D" £A340; "B" £A310. The Torres Strait pearling season re-opened during the first week in April. Contracts now are being negotiated for the independent pearlers' output. One New York firm has offered £A570 per ton for first-class shell.

PRICE OF GOLD

The Commonwealth Bank's price for gold bought in Australia is—

Fine oz. .. £159/10 Standard oz. .. £14/4/- (Australian Currency).

COPRA

Fiji Local Buying Price, in Store, Fiji Currency.

	Plantation	FMS
June, 1942	£18 0 0	£18 0 0
July, 1942	16 12 6	13 12 8
June, 1944	18 10 0	18 0 0
October, 1944	18 0 0	18 10 0
December, 1945	19 7 6	17 17 8
January, 1946	18 5 6	18 0 0
August, 1946	23 10 0	23 0 0
February, 1947	29 15 6	29 10 0
June 9, 1947	36 12 0	35 13 6
December 8, 1947	38 5 6	38 0 0
March 15, 1948	46 5 6	46 0 0
January 1, 1949	49 10 6	49 5 0
January 1, 1950		53 14 3

(INOP price) Since January 1, 1949, the British Ministry of Food has had a 3-years' contract with the Fiji Government to buy the Colony's copra at fixed prices yearly. Each year until 1953, the price will be adjusted by negotiation.

New Hebrides From a maximum of £210/12/6 (Aust.) per ton, in 1948, the price of New Hebrides copra has firming to £A59 per ton.

Western Samos

Samosa has a 10 years' contract agreement with the U.K. Government—exporters during 1949 received £45 Samoan per ton (an additional £3 per ton being held by the Copra Board towards a Stabilisation Fund).

French Oceania

Papete firms are paying planters 8,350 francs per 1,000 kilos for Tahiti copra, which goes either direct to France or to Canada for crushing.

TERRITORY OF PAPUA-NEW GUINEA

ANGPCB Fixed Price. Delivered to Ship's Slings or to the Board's warehouse.

	Hot-air	Smoked
Jan. 7, 1947	£23 0 0	£27 0 0
Nov. 17, 1947	£31 2 0	
Nov. 23, 1947	£38 10 0	
April 8, 1948	£40-£45	
January 1, 1949:		
Pt. Moresby	£48 0 0	£47 7 6
Samabari	£48 0 0	£47 7 6
Madang	£48 0 0	£47 7 6
Rabaul	£48 0 0	£47 7 6
Kokopo	£46 17 8	£46 8 0
Kavirua	£48 17 8	£48 3 0

April 1950—New prices under consideration in Canberra.

Official Price for F-NG Copra sold in Sydney:

	Hot-air	Smoked
January, 1947	£35 10 0	£35 10 0
July, 1947	£31 5 0	£30 5 0
April, 1948	£61 0 0	£60 0 0
April, 1949	£56 0 0	£55 7 6
May, 1949	£66 10 0	£65 17 8

April 1950—New prices expected from May 1.

From March, 1949, Australia agreed to sell a proportion of P-NG's production annually to the UK Ministry of Food, for nine years, at fixed prices. For 1949, the price to the UK was £48 stg. per ton (planters received £48 Aust. per ton). The new 1950 price has been fixed at £48/10/- stg. per ton, f.a.b. Territories ports.

RUBBER

Since the Australian Government's wartime price control on rubber was lifted, most Sydney trading firms use the London and Singapore day-to-day quotations as a basis when buying Papuan rubber.

An average rate during April for No. 1 grade RMA (Rubber Manufacturers' Association) was 18/6d. Stg. per lb. (63 cents Singapore), equivalent to 23/4d. Aust. per lb.

QUOTATIONS FOR MINING

SHARES

	Aug. 1939	Mar. 1	Apr. 1
Emperor Mine ..	69/11	61/7	61/7
Loimola	525/6	624/7 1/2	437/-
NEW GUINEA			
Bulolo G.D.	512/-	584/-	575/-
Enterprise of N.G.	57/11	61/5	61/5
N.G.O. G.D.	613/2	69/2	69/2
N.O.G. Ltd.	61/10	61/6	61/6
Placer Development	588/8	613/8	612/8
Sandy Creek	61/5	61/5	61/5
Sunshine Gold ..	61/5	61/6	61/6
PAPUA			
Cuthbert's Maina ..	516/8	61/5	61/8
Mandated Alluvials	53/8	62/7	62/-
Oil Search	64/10	64/10	64/10
Orizono Oil	65/-	61/-	62/4
Papuan Apinalpi ..	64/11	64/10	64/3

Exchange Rates

THE following exchange quotations show the rates existing in Sydney in mid-April—

Fiji

Through Bank of NSW and Bank of New Zealand—Australia on Fiji on basis of £190 Fiji: Buying, £A111/2/6; selling, £A111. Fiji-London on basis of £100 London—

	Buying	Selling
Telegraphic transfer ..	111 2 6	113 0 6
On demand	111 2 6	113 0 6

WESTERN SAMOA

Through Bank of New Zealand—Australia on Western Samoa on basis of £100 Samoa: buying, £A123/12/6; selling, £A124/10/6. Samoa-London on basis of £100 London—

	Buying	Selling
Telegraphic transfer ..	108 7 6	101 10 0
On demand	99 2 6	101 10 0

Samosa on New Zealand, on basis of £100 NZ:—Buying, £100; selling, £100/10/-.

Samosa on Fiji, on basis of £100 Samoa:—Buying, £111; selling, £110/10/-.

Samosa on USA on basis of £1 Samoa (telegraphic transfer): Buying, 2.7991 dollars; selling, 2.7988 dollars.

The Bank of NZ in Apia pays the following Samoan currency prices for overseas notes:—NZ, £1 for £1; Australian, 15/6 for £1; USA, 7/3 (approx.) per dollar; Fiji, 17/6 for £1.

PAPUA-NEW GUINEA

Bank of New South Wales, which has branches in Port Moresby, Lae, and Rabaul quotes an exchange rate between Australia and Papua-New Guinea of 10/- per £100.

Similar rates through Commonwealth Bank of Australia (branches at Port Moresby, Lae, Rabaul and Madang).

FRENCH PACIFIC COLONIES

SINCE the end of 1945, the franc, instead of having the same value in all parts of the French Empire, has been given different values in different Colonial Groups. There are three groups. Group 1 (using Metropolitan franc): France, North Africa, West Indies, French Guiana. Group 2 (using African franc): All African Colonies, Madagascar, Reunion, St. Pierre, Miquelon. Group 3 (using Pacific franc): New Caledonia, New Hebrides, French Oceania. Exchange values in francs, at present are nominal only:—

	£ Stg.	USA Dol.	£ Aust.
Group 1 (Metrop.)	981	349.20	777
Group 2 (African)	490	175	388
Group 3 (Pacific)	178.37	60	141.75

All quotations are subject to daily fluctuations.

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ÉTUDE
ROGER GUILPAIN
DÉFENSEUR
PAPEETE - TAHITI
(Océanie)

PAPEETE, LE 7 April 1950

Mr. David N. INGMAN

Attorney at Law

410, Marchandise Mart BLDG

H O N O L U L U

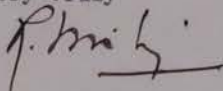
(H A W A I I)

Dear Mr. Ingman

I beg to acknowledge you receipt of your letter of February 9 th. with documents attached concerning the Cheng Ho affair .

Owing to my approaching departure for France, I have asked our Senior attorney-at-law here, Mr. HOPPENS-TEST to take your affair in hands ; on his acceptation, I handed him over your letter and documents; he will write you directly

Yours very truly



R. GUILPAIN

H. HOPPENSTEDT

AVOCAT-DÉFENSEUR

BOITE POSTALE: 517

PAPEETE-TAHITI

(OCEANIE FRANÇAISE)

PAPEETE, LE 7 April 1950

Mr.

David N. INGMAN

Attorney at law

410, Marchandises Mart Bldg.

H O N O L U L U

(H A W A I)

Dear Sir

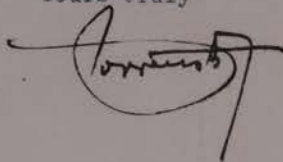
I beg to inform you that, in my quality of Senior attorney-at-law of Tahiti, I have received yesterday the visit of Me. Guilpain who, owing to his approaching departure for France, asked me to take in hands your " Cheng Ho " matter.

I am quite willing to do so but I must tell you that according to french law your judgement of February last has to be declared by a local court valid on french territory ; to get such declaration, your judgement is to be produced in the first Court here which will have to examine the grounds of the judgement.

Therefore I have to know from you how Mrs Constance De Bisshop was President of the Cheng Ho Trading & Exploring Co Ltd, was she entitled to sign promissory notes as she did ; has she married under french law was above mentioned company legally constituted.

In the meantime, I will try to find what is the statute of the " Cheng Ho " here.

Yours truly



And d News

Dean Witter & Co., April 24
Cyanamid Co. raised its first quarter this year common share from \$1.51 in quarter of 1949 when there shares outstanding. At the the management announced er stockholders the right to a new issue of convertible stock. The new convertible expected to be offered in one new share for each 3 shares held as of the record will probably be around antibiotic drug called Viomycin to be effective in the treatment of tuberculosis has been announced by Chas Pfizer & Co. which is another major new drug, Terramycin, in the market. Air Lines has ordered 10 "v type" constellation planes from Aircraft Corp. at a total of \$12,000,000. Capt. Eddie er, president, announced.

el quarter ended March 31, 1949, fiscal year ended Jan. 24, 1949.
Meyers Tobacco quarter ended 31, \$1.50 vs. \$1.91
Lumber quarter ended 31 vs. \$0.92
Honeywell Regulator Co. March 31, \$0.92 vs. \$0.49
ator Corp. six months ended 31, \$2.63 vs. \$2.24
Pen fiscal year ended 31, \$3.06
pany quarter ended 31 vs. \$2.21
Petroleum year ended 31, \$0.41
ore sales throughout week ended April 15, below year ago the board
past

Airport Lack Hampers Tahiti

By RAY COLL, JR.

A clipping from the Pacific Island Monthly detailing a visit to Papeete, Tahiti, of William Pennington from Honolulu, has reached this desk. Mr. Pennington is in the office of Earl Thacker & Co., and his visit to Tahiti had to do with a survey of possibilities for building a first class tourist hotel there.

So I called Bill on the phone after learning he's back in town. Yes, he was in Tahiti and a site for such a hotel has been selected but when it will be built is another matter. Tahiti needs tourists but it has no way of getting them there, says Bill.

There is no regular surface transportation to the islands and no direct air transportation. Nearest airport is 200 miles away at Bora Bora and planes land there on an "if as or when" schedule.



COLL, JR.

GOV. ANZIANI of Tahiti, realizes the French colony's needs and is anxious to have tourists. But he also realizes what the islands are up against.

Aside from a lack of surface transportation, Tahiti is off the beaten path of regular air lines. Closest connection is Fiji. That's British territory. Closest French territory is Noumea in New Caledonia. Air France is supposed to have a monopoly on air travel in the French colonies. It has made one survey flight to Bora Bora from Noumea since January. But even a regular service still would not be satisfactory as far as Tahiti is concerned.

Tahiti has recently been placed on the Marshall plan list. Gov. Anziani hopes to get some of this money to build an airport on Tahiti proper. That's what is needed. Plus regular surface connections from the states via Hawaii.

IF TAHITI GETS Marshall aid, it will have to subscribe to the condition that American capital can come in and invest—and get its dollars out.

French regulations now require at least 51 per cent control in any corporation operating there. This scares away American capital.

If or when these little items are cleared up including an airport on Tahiti, Pennington believes American capital—including Hawaiian can be interested in a hotel on that South Seas island, particularly when it is considered that Tahiti has no realty, capital or personal income tax. It may be said to be tax free.

As it now stands a person wishing to visit Tahiti, unless he goes by yacht direct from Honolulu has to travel about 5,000 miles to get there. Tahiti is about 2,200 miles from here as the crow flies. A nice hop for a DC-6.

A COPY OF THE annual report of Honokaa Sugar Co. has reached this desk. It is a report of the company's operations for the year ended December 31, 1949.

N.Y.

Lead By A

By EL
NEW Y
Stocks
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April 28, 1950

Mr. H. Hoppenstedt *Pointe Pitale 517*
Papeete, Tahiti

Dear Mr. Hoppenstedt:

Thank you very much for your letter of April 7, 1950. I am very happy that you are able to handle this case as your name has been favorably mentioned to me by local attorneys since I originally forwarded the papers to Mr. Guilpain.

With regard to the information you request in the third paragraph of your letter, (1) Mrs. Constance P. de Bisschop was elected President of the Cheng Ho Trading and Exploring Company, Ltd. on August 22, 1947 and has been President of the corporation at all times since that date (See Enclosure C); (2) as President of the corporation she was entitled to sign promissory notes of the corporation (See Enclosure B); (3) Mrs. de Bisschop was married in France in 1938; both she and Mr. de Bisschop had been married and divorced previously so the ceremony was apparently a civil one; Mrs. de Bisschop is an American citizen but I believe under French law is also entitled to claim French citizenship by reason of her marriage to Mr. de Bisschop; (4) the Cheng Ho Trading and Exploring Company, Ltd. was legally constituted under the laws of the Territory of Hawaii (See Enclosure A).

I am enclosing nine (9) documents with regard to this matter in the hope they will assist you in obtaining a declaration from your court that Mr. Degener's Judgment is valid.

Enclosure A is the Articles of Association for the Cheng Ho Trading and Exploring Company, Ltd. You will note that Mrs. de Bisschop was not the President of the company at the time it was incorporated.

Enclosure B is the By-Laws of the company. Article VIII-3 gives to the President of the company the authority to sign with any other officer of the company all instruments in writing which shall require execution on the part of the company. Under the laws of the Territory of Hawaii, it is not necessary for the By-Laws to be subscribed by the officers of the company or to be certified by the Treasurer of the Territory of Hawaii.

Enclosure C is a copy of the minutes of the fourth meeting of the stockholders of the company wherein Mrs. de Bisschop was elected President of the company. You will note that Mr. Scholtz, the other signer of the promissory notes in question, had not yet been elected Secretary-Treasurer of the company at that time.

April 28, 1950

Enclosures D1, D2 and D3 are agreements which were entered into at the time the notes involved in this case were executed. Enclosure D3 also refers to a \$2501.91 note which was not included in Mr. Degener's complaint. I am proceeding to judgment on the \$2501.91 note at the present time and shall forward the necessary papers to you as soon as I obtain judgment. Mr. Degener is not the holder of the \$2501.91 note, however, so I wish you to proceed as soon as possible with his case as I desire that his case be given priority over that of the holder of the \$2501.91 note inasmuch as Mr. Degener's judgment has priority in time under the laws of the Territory of Hawaii.

Enclosures E1 and E2 are Resolutions of the Board of Directors of the company authorizing the execution by the President and Secretary-Treasurer of the company of the notes involved in Mr. Degener's suit as well as of numerous other notes which are not involved in Mr. Degener's suit.

Enclosure F is a copy of the complaint which I filed for Mr. Degener and which resulted in his obtaining judgment which I have forwarded to you. I am forwarding a copy of this complaint as I feel that it might assist you in clarifying this matter.

I understand from the local French Consul that Air France is planning to begin regular trips into Tahiti shortly in which event there will be mail service between Hawaii and Tahiti twice a month. I hope this is true as you will undoubtedly require further information before this matter is completed and I will be able to forward it to you more expeditiously with the improved mail service.

I understand from a friend of my client who is in Tahiti that Mr. Scholtz has fallen out with Mr. de Bisschop and might be of some assistance to you in proving the validity of Mr. Degener's judgment. However, I understand that Mr. Scholtz has claims against Mr. de Bisschop and the ship on his own account so his position would probably be adverse to that of Mr. Degener.

Very truly yours,

David N. Ingman

DNI:GY
Enclosures - 9

On envelope put the following: Route by way of Nandi, Fiji, to make connection with Air France plane leaving Nandi May 8, 1950 for Tahiti

Postage \$4.75 5/1/50

H. HOPPENSTEDT
AVOCAT-DÉFENSEUR

BOITE POSTALE: 517
PAPEETE-TAHITI
(Océanie Française)

NOT TROUVE

PAPEETE, LE 12 Mai 1950

Mr.

David N. INGHAM

Attorney at Law

410, Merchandise Mart Bldg.

H O N O L U L U

(H A W A I)

Dear Sir

I have duly received your letter of 28 th. ult. with all documents included.

Such documents will enable me to give all necessary explanations to Court; but as translation here is at rather high cost, I will try to use the least of them.

I still need an information: has the Cheng Ho Co been summoned to Court? has she appeared in Court? Judgement you sent me writes as follows: "this matter having come on to be heard on adduction of plaintiff's proof on the 2nd. day of February 1950 subsequent to the order declaring defendant in default What do these three last words exactly mean in American law!

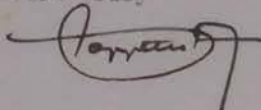
In French law when some one is declared in default, it means guilty, - if on the contrary he is declared default, it means he has not appeared in Court although summoned to.

I should like to have your answer per first opportunity

Will you kindly let me have the sum of 150 \$ so that I can start translation of necessary documents in case I cannot succeed in an amiable settlement.

Is the Mr. Scholtz you write of the engineer actually on board here.

Yours truly



P. S.- Have you received any answer to your letter of January last to the Tahiti Governor.

According to information I got here from the harbour authorities, Cheng Ho is recorded in their books as being the property of the Cheng Ho Co.



HENRI HOPPENSTEDT
AVOCAT-DÉFENSEUR
PAPEETE - TAHITI



Mr.

David N. INGMAN
Attorney at Law

410, Merchandise Mart Bldg.

H O M O L U L U

(H A W A I)
Par Avion

June 6, 1950

Mr. H. Hoppenstedt
Boite Postale 517
Papeete, Tahiti

Dear Mr. Hoppenstedt:

Receipt is acknowledged of your letter of May 12, 1950.
With regard to the queries therein, the following is furnished:

The Cheng Ho Company was duly summoned to Court by service of the summons on Mrs. de Bisschop, President of the Company, on January 6, 1950. Under Territorial law, the defendant in this type of case has 20 days from the date of service in which to answer the plaintiff's complaint. On the 27th day of January, 1950, the twenty-day period having elapsed, an Order declaring defendant in default was presented to the Court and signed by Judge Garrick H. Buck. A copy of said Order is enclosed. The words "in default" under American law apparently mean the same as the words "declared default" under your law; that is, the Company has not appeared in Court although it was summoned to do so.

The Mr. Scholtz I referred to is the engineer on board the Cheng Ho at Papeete.

I have not received any word from the Governor of Tahiti but have learned through the French Consul that the Cheng Ho is recorded in Tahiti as the property of the Cheng Ho Company.

I have attempted to contact Mr. Degener with regard to the \$150.00 which you state is necessary in order to start translating necessary documents but he has been away from Honolulu recently so have not yet obtained the money from him. In this regard, would you please let me know what you think about the suggestion I made in my letter of February 9, 1950 to Mr. Gilpain that the fee arrangement on this case be on a percentage basis rather than on a fixed fee. My client definitely prefers that the matter be handled on this basis as he feels that there is a definite possibility that he will have difficulty in recovering any substantial amount. In this connection, I wish to mention that we have had dealings with Mr. de Bisschop before and have found him to be a very difficult person to

June 6, 1950

recover money from and I doubt that you will have any success in arranging an amicable settlement of this matter.

In my opinion, the ship should be levied upon as soon as possible in order that action may be brought before Mr. de Bisschop leaves Tahiti. I understand that the ship is presently unable to leave Tahiti because of a claim filed against it by a drydocking firm but that if that lien is satisfied the ship will be able to proceed unless some action is filed against it.

Please let me know what court costs will be involved in connection with filing suit and levying upon the ship and I shall attempt to forward them together with the amount you requested for the costs of translation of the documents as soon as I am able to contact Mr. Degener. I had hoped that the translation costs would not be as high as \$150.00 as they are not that high in the Hawaiian courts but, of course, have no alternative but to pay the rate which prevails in your courts.

I hope that you will be able to proceed on this matter in the near future as I have additional claims which I wish to forward to you after Mr. Degener's claim has been filed.

Very truly yours,

David N. Ingman

DNI:gy
Enclosure

Notation on envelope: By way of Fiji to make connection
with Trapas or Air France plane
at Nandi

Postage 25¢ King

WINSTON C. INGMAN

ATTORNEY - AT - LAW

SUITE 307, ARCADE BUILDING 217 SO. KING STREET
HONOLULU, HAWAII

PHONE 54264

June 30, 1950

Mr. Otto Degener

Mokuleia Beach

TO PROFESSIONAL SERVICES RENDERED
Maialua, OahuDegener v. Sonzi Schelzi case

Court costs paid \$5.00

Degener v. Cheng Ho Trading Company case

Received from Mr. Degener		\$20.00	
Filing cost of suit	\$17.50		
Sheriff's mileage	1.00		
Postage letter to Tahiti dated 2/9/50	1.50		
Postage letter to Hoppenstedt, with 9 documents enclosed	4.75		
Wire to Tahiti 4/4/50	3.82		
Postage letter to Hoppenstedt 6/6/50	.25	28.82	8.82
Total			\$13.82

H. HOPPENSTEDT

AVOCAT-DÉFENSEUR

BOITE POSTALE : 512

PAPEETE-TAHITI

(OCEANIE FRANÇAISE)

per Trans

PAPEETE, LK July 24 th. 1950

Mr.

David N. INGMAN

Attorney at Law

410, Merchandise Mart - 184 So. Hotel St.

H O N O L U L U

H A W A I

Dear Mr. Ingman

Your letter of 6 th. ult. duly came in hand

I thank you for information included especially the one concerning the words "in default" which, I see, have the same meaning in American as French law; but in French law, it means that having not appeared in Court, the defendant has the right of discussing the whole matter again.

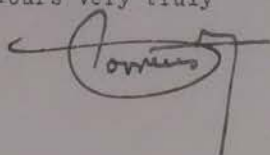
Concerning the fees question, I must tell you that lawyers here are working on a percentage basis in money collection matters such percentage being of 10% on money collected.

The 150 \$ I asked you are needed for translation of main documents and for first court expenses; translation costs here being awfully high I will only have the necessary documents translated, - they have to otherwise Court plainly rejects the complaint - I will do my utmost to spare as much as I could on translation.

Registration of judgement to be rendered here may cost about 500.- dollars but such amount is not to be considered for the present owing to the fact that I hope that Mr. De Bisshop will be reasonable enough to avoid useless expenses.

If you have additional claims concerning the Cheq Ho, I think you better join them together.

Yours very truly



July 31, 1950

Mr. Otto Degener
Mokuleia Beach
Waialua, Oahu

8/4/50

Rec'd check for \$13.82
Sh of Hawaii (Waialae)

Degener v. Sonzi Shelzi case

Court costs advanced	\$5.00
--------------------------------	--------

Degener v. Cheng Ho Trading Company case

Received from Mr. Degener

\$20.00

Filing cost of suit

\$17.50

Sheriff's mileage

1.00

Postage, letter to Tahiti dated 2/9/50

1.50

Postage, letter to Hoppenstedt, with 9 documents enclosed

17

Wire to Tahiti 4/4/5

3.82

Postage, letter to Hoppenstedt 6/6/50

.25

28.82

8.82

	254.82	37.82
Total		\$13.82

September 23, 1950

Mr. William B. Brown
Treasurer, Territory of Hawaii
Territorial Office Building
Honolulu, T. H.

Dear Sir:

I represent Foster Robinson, Virginia Robinson and Otto Degener who have obtained judgments in the First Circuit Court against the Cheng Ho Trading and Exploring Company, Ltd. in Law No. 20587 and Law No. 20464.

I have learned of the proposed dissolution of the Cheng Ho Trading and Exploring Company, Ltd. and on behalf of my clients, I wish to voice a strenuous objection to the dissolution of the Cheng Ho Trading and Exploring Company, Ltd. inasmuch as the principal asset of the corporation, the junk yacht "Cheng Ho", is presently in Tahiti and efforts are being made through an attorney in Papeete to recover on the judgments which were obtained here. Dissolution of the corporation at this time would, of course, prejudice the interests of my clients as it would complicate the already difficult problem of proceeding against the corporation's assets in Tahiti.

Very truly yours,

David N. Ingman

DNI:gy

September 25, 1950

Mr. H. Hoppenstedt
Boite Postale 517
Papeete, Tahiti

Dear Mr. Hoppenstedt:

I apologize for my delay in answering your letter of July 24, 1950 but I have had difficulty in contacting Mr. Degener to obtain the \$150.00 and did not feel that anything could be accomplished by writing to you until I received that sum.

The Treasurer of the Territory of Hawaii is taking steps to dissolve the Cheng Ho Trading and Exploring Company, Ltd. but I have been able to persuade him to delay the dissolution until you are able to conclude this matter. To date he has given me an extension of time until November 30, 1950 so I hope that you will be able to conclude this matter by that date. In the event that you are not, I shall attempt to obtain an additional extension.

I am not forwarding the other claims that I mentioned at this time as to do so would cause additional delay and I wish the seizure of the ship to be effected as soon as possible. I shall forward these additional claims as soon as possible, but please do not delay action any longer on the claim which I have already forwarded to you.

Enclosed is my check in the amount of \$150.00 to cover translation and court costs.

Please keep me informed as to your progress on this matter.

Very truly yours,

David N. Ingman

DNI:gy
Enc.

Postage 25¢

Notation on Envelope: By way of Fiji to make connection with
Trapas or Air France plane at Nandi

H. HOPPENSTEDT

AVOCAT-DÉFENSEUR

BOITE POSTALE : 517

PAPEETE - TAHITI

OCEANIE FRANÇAISE

PAPETE, LE 30 Novembre 1950

Mr.

D. N. INGMAN

Attorney at law

410, Merchandise Mart.

184 S.O. Hotel St.

H O N O L U L U

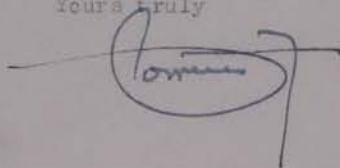
(H A W A I)

Dear Mr. Ingman

Your favor of September 25 th. reached me on October 20 th. with your check N° 383 of \$ 150.- to my order, for which I thank you. Unluckily the check was not accepted by our bank here which informed me to wait.

I think you better require the Treasurer of the Territory of Hawaii to postpone dissolution for a while.

Yours truly



12/6/50

Tahiti-Hawaii Airways

2146 Kalakaua Avenue

912305

RECEIVED
Tahiti-Hawaii Airways
2146 Kalakaua Avenue
Honolulu, Hawaii
12/6/50

Bishop National Bank of Hawaii

At Honolulu

12/18/50 19

All telegraphic transfers are taken by this Bank for transmission without any liability upon ourselves or our correspondents for delays in transmission or misinterpretation of message, whether coded or not.

Transfer by Telegraph

To *H. Hoppenstedt*
At *Papeete, Tahiti*



Message.

*PLEASE REMIT
IMMEDIATELY AS CANNOT
delay disbursement
much longer*

Net Sum \$ *150.00*
Exchange \$ *1.00*
Relay by Wire \$ *2.00*
Wire Cost \$ *1.00*

Total \$ *154.00*

David N. H. [Signature]
410 Maise Mart

Signature

Address

Sent through

OFFICE OF THE TREASURER

TERRITORY OF HAWAII

Honolulu

IN THE MATTER OF)

CHENG HO TRADING AND)
EXPLORING COMPANY, LTD.)

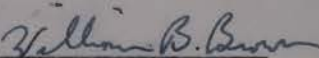
ORDER

Whereas CHENG HO TRADING AND EXPLORING COMPANY, LTD., was on October 23, 1950, duly dissolved by a Decree of the Treasurer of the Territory of Hawaii, for failure to file an annual corporation exhibit for a period of two years, as required by law, and Mr. Ernest C. Gonsalves was appointed the trustee for the creditors and stockholders the same date; and

Whereas good cause has been shown why said Order of Dissolution and said Appointment of Trustee should be set aside; now therefore,

The said Order of Dissolution and the said Appointment of Trustee are hereby set aside retroactively as of October 23, 1950.

Dated at Honolulu, Territory of Hawaii, this 27th day of December, 1950.



William B. Brown
Treasurer, Territory of Hawaii

January 15, 1951

Mr. H. Hoppenstedt
Boite Postale 517
Papeete, Tahiti

Re: Otto Degener vs. Cheng Ho Trading
and Exploring Company, Ltd.

Dear Mr. Hoppenstedt:

Receipt of your letter of November 30, 1950 is acknowledged. I trust that you have received my radiogram of December 18, 1950 and have been able to take some positive action in this matter.

The Treasurer of the Territory of Hawaii has assured me in a recent conversation that the Cheng Ho Trading and Exploring Company, Limited will not be dissolved until March 31, 1951. I do not believe that I would be able to obtain a further extension of time so hope that you will be able to conclude this matter by March 31, 1951.

As I have mentioned previously, I have additional claims against the Cheng Ho which I have not yet forwarded to you inasmuch as my prime concern is that Mr. Degener's claim be satisfied. If you believe that there is a possibility of recovering more than the amount of Mr. Degener's claim, please let me know immediately and I shall forward the other claims to you.

If it is possible for you to reply to this letter before the Tahiti-Hawaii Airways plane departs for Honolulu, I would greatly appreciate your doing so.

Very truly yours,

David N. Ingman

DNI:gy

UNITED STATES FIDELITY AND GUARANTY COMPANY
BALTIMORE 3, MARYLAND

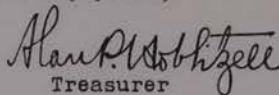
May 14, 1951

Otto Degener
Waiialua, Oahu, T. H.RE: 15604-15-716-48
GEO. M. ARCHER,
OTTO DEGENER

The records of our HONOLULU office as of this date indicate you have on deposit with us certain assets (collateral or trust properties) listed below.

Please check for accuracy and return one copy in the enclosed envelope.

Very truly yours,


TreasurerCOLLATERAL

Cert. #A-94991 dated 9/11/31 for 10 shrs. Pfd. stk. Amer. Smelting
& Refining Co.

Cert. #NE/O - 20463, dated 5/15/30 for 25 shrs. \$4 Cumulative Pfd. stk.
Standard Gas & Elec. Co.

I certify that the above statement is correct.

Signature

633-5th St

LOCKWOOD H. J.
COMMANDER J. P. NORFLEET

UNITED STATES NAVY

9 Jan 46

Dear Otto:-

Your letter
with a detailed list of
damage to the Chicago
arrived yesterday and I
made a trip to Philly
today. I saw the man at
the Navy Yard who had
charge of the procuring
and return of small craft
during the war. He is of the
belief that all craft
obtained by the Navy
were purchased outright

2

even the "Dollar" ones but
of course he doesn't know
about the Chryso. In all
cases of which he has
any cognizance the agree-
ment was that the Navy
would appraise the
vessel after the war and
the previous owner would
have the privilege of repurchase.
Of course in the Chryso
case, the repurchase price
would be 1.00, but the
Navy also promised to
return all equipment

COMMANDER J. P. NORFLEET

UNITED STATES NAVY

possible ~~that~~ was removed
 from the vessel and to
~~return the~~ fix the replacement
 price in accordance with
 Depreciation. He says that
 the Navy is not legally
 responsible for damage to
 the ship unless it was loaned,
 not sold. Of course the
 status of the *Changto* depends
 on the Archbold's corres-
 pondence with the Navy.
 He told me of a case now
 in the courts. The *Lt. Bul*

of the Wilson line in
 Philadelphia was taken over by the
 Navy at a nominal value and
 returned in bad shape. The
 Wilson line is now trying
 to collect \$50,000.00 from the
 Navy, but no decision
 has been reached as yet.

I think you have a case
 in that the Navy has been
 guilty of negligence in taking
 improper care of the ship after
 cessation of hostilities and
 you may have a case in
 law. It is worth talking about
 anyway.

As to the sails, since the Navy

5
COMMANDER J. P. NORFLEET
UNITED STATES NAVY

will return them anyway, I
think you should have
known it however, but there
is plenty of time for that when
we find out their conditions.

My theory Congress passed
a law Public Law No 305
of the 78th Congress which
details the Navy's responsi-
bility for these ships, but
I think it was written by
the Navy, so it may not
help you much. It would
be worth your reading it
at least.

6

I was not at all surprised at
the condition in which you
found the Champ. Ho. Those
things happen when war and
all personnel goes to hell. It
is inexcusable that it happens.
If I were you, I wouldn't accept
the ship until you have exhausted
every effort to get the boys to
come across or unless Mrs.
Cockfield tells you to lay off.
I'll let the boys take the ship.

I will sit tight until
I hear from you and will be
waiting in Washington until I get
instructions from you -

Best from all of us.
Hope you are at least enjoying the
climate - As always,
Sincerely,

23 June 46

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

Dear Otto :-

This is a hurried
note. Just heard from you today.
We are going to be away tomorrow
for several days and I want to
let you know what I have heard
from Cinnifolia. The seeds are
new, they were ordered by Mrs
Beckford after she gave the goods
to the boy. I will send to
Cinnifolia directly, so they should
be in perfect condition. I imagine
they must have cost at least
a thousand dollars and if the
boy is willing to deliver
them to Earl Hartman, I think
you should have them sent to

you there.

I am also sure that you can get more than \$1500 for the change as a bulk, unless it is fit only for scrap. The engines should be worth more than that unless they are ruined. At any rate I would advise you to go working too hotly. Someone might be trying to put something over.

How you ascertained for certain that the Navy will accept its responsibility for the condition of the craft? If what you tell me is true about what happened I don't see how they can crawl out unless the righted refuses to submit any claim for damages.

3

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

Of course you as a private
individual would hardly
stand much chance, but the
original tower might get
some repair work done at
least such as dry docking
at heavy expenses. It
repairs to hull to make it
seaworthy. This is worth
fighting for if there is any
chance afterwards of the
craft being used and not
broken up for salvage -
Let me hear from you.
As always
Samuel

CHENG HO

RECEIPT OF THE FOLLOWING NAMED VESSEL, CHENG HO
OFFICIAL NUMBER _____, RECENTLY OPERATED BY THE UNITED
STATES NAVY, IS HEREBY ACKNOWLEDGED. THIS VESSEL WAS RETURNED
TO MY CUSTODY ON 1st FEB 1946 WX TIME 1200, HAW. STD. TIME
AT PEARL HARBOR, T. H.

Harry A Ayres

HARRY A. AYRES
Regional Director
War Shipping Administration
Honolulu, T. H.

UNITED STATES MARITIME COMMISSION
WAR SHIPPING ADMINISTRATION

DELIVERY RECEIPT

THIS IS TO CERTIFY that the United States Maritime Commission
WAR SHIPPING ADMINISTRATION

has accepted delivery of the vessel CHEROKEE NO

Naval Reservation
Official Number 14-52 at the hour 2:00

o'clock (A.M.)
(P.M.) Hawaiian Standard Time on the

3rd day of Feb. 1946 at the Port of Honolulu

U. S. from the United States Navy.

AS AGENT FOR UNITED STATES MARITIME COMMISSION
WAR SHIPPING ADMINISTRATION

H. A. AYRES

Regional Representative
(Title)

FOR THE BUYER

OTTO BIEGNER

Agent for Mrs. (Mrs.) Archbold
(Title)

American Bureau of Shipping

47 BEAVER STREET, NEW YORK

Report No. V/S-4721

Honolulu, T. H.
June 24, 1946

JUNK TYPE YACHT "CHENG HO"

THIS IS TO CERTIFY that the undersigned Surveyors did, at the request of Messrs. Ballard, Spahr, Andrews & Ingersoll, representing Mrs. Anne Archbold, attend the Junk Type Yacht "CHENG HO" as the vessel lay afloat at Pier 5-A, Honolulu, T. H., on the 6th day of June, 1946 and subsequent dates, in order to examine and report upon condition of vessel with a view estimating approximate cost of restoring vessel to original or similar condition. For further particulars see report as follows:

According to nameplate data obtained on board the "Cheng Ho" this vessel was constructed in 1939 at the A. King Slipway, Hong Kong, China as Hull No. 615. No record in local U. S. Customs or Coast Guard Offices indicating that vessel was ever documented. This vessel is of teakwood construction with four wooden transverse non-watertight bulkheads. Vessel appears to have been originally constructed for sail and is equipped with auxiliary power for propulsion.

Length	99'-0"	Cruising Speed	3.14 miles
Width	24'-0"	Cruising Radius	5000 miles
Draft	11'-0"		

UPON EXAMINATION FOUND

1. Hull planking above waterline in sound condition port and starboard except for chafed areas below fender, and abreast of engine room port and starboard. Entire hull above water line port and starboard in need of recaulking. Hull now painted gray and paint considered in poor condition.
2. Wood fender guard rail starboard chafed and badly worn. Approximately 35'-0" of protective iron missing from fender.

RECOMMEND

Remove paint from hull above waterline and finish off chafed areas. Recaulk all hull planking above waterline port and starboard. Recoat to suit owner.

Wood fender guard rail to be renewed as found necessary and approximately 35'-0" of protective iron to be replaced.

UPON EXAMINATION FOUND

RECOMMEND

- | | |
|--|---|
| 3. Approximately 2'-0" of guard iron on port fender buckled and distorted. | Fair or renew 2'-0" of protective guard iron as found necessary. |
| 4. Bow planking above bulwark port and starboard considered in fair condition but in need of recaulking. | Bow planking port and starboard to be caulked as found necessary. |
| 5. Stern frame and rudder above waterline appears in good condition except for minor recaulking needed in way of frame. | To be caulked in way of frame as found necessary. |
| 6. Portlight frame amidship below main deck port broken. | Remove broken frame and repair or renew. |
| 7. Condition of underwater body not known. It is reported vessel was last dry docked March 23, 1945 at which time it was stated that marine borers had started on underwater body and that it was found necessary at that time to steam underwater planking and cement holes. It was also stated that vessel's underwater body was originally sheathed with copper and that this sheathing is now removed. At present vessel is making about 6" of water daily requiring vessel to be pumped frequently. | Vessel be dry docked for examination and repairs as may be found necessary. Sheathing to be replaced at owners option. |
| 8. Main deck planking considered in good condition. Numerous articles scattered and adrift on deck. NOTE: Deck not painted. | Main deck to be sanded or refinished to suit owner. |
| 9. Midship deck house considered in fair condition. About 50% glass windows and plywood protective shutters missing. | Deck house to be refinished and missing windows replaced. NOTE: It is believed plywood shutters were installed by Navy for blackout during hostilities. |
| 10. Poop deck in sound condition. | To be cleaned. |

UPON EXAMINATION FOUND

RECOMMEND

- | | |
|---|---|
| 11. Foremast considered in fair condition. | Paint to be removed for further examination and mast refinished if found satisfactory. |
| 12. Main mast checked above and below main deck. | Main mast be renewed or steel bands installed and checks cemented, if owner intends using sails. |
| 13. Mizzenmast considered in fair condition. | To be refinished as necessary. |
| 14. Vessel now equipped with 250 pound stock anchor and a 500 pound stockless type anchor, stowed on deck. Vessel reported equipped with 100 fathoms chain. Vessel equipped for towing with bridle and towing plate rigged. | Anchor chain to be ranged and cleaned and anchors to be rigged. Towing arrangements to be removed. |
| 15. Standing gear, shrouds, stays, etc. rigged. | To be re-served and re-tarred. |
| 16. Spars and booms of various sizes adrift on main deck. | To be refinished and installed or replaced as found necessary. |
| 17. Several vents, ventilator coaming and cowl vents adrift on main deck. | To be repaired and replaced or deck openings closed and made watertight. |
| 18. Starboard side light in place but not secured. Port side light missing. | Secure starboard side light and replace missing port side light. |
| 19. Metal protective sheathing installed on all four sides of aft deck house. NOTE: Reported installed to protect carvings on deck house. | Metal sheathing to be removed if desired by owner. |
| 20. Motor driven power boat on cradles located above engine room and not secured. Boat hull splintered, propeller missing, and engine dismantled. | Boat hull to be repaired, engine renewed or repaired, a propeller replaced. Adequate means to be provided for proper stowage. |
| 21. Engine room skylights workable but glasses broken. | Broken glasses to be renewed. |

UPON EXAMINATION FOUND

22. Water tanks located forward of main mast secured and appear in good condition.
23. Binnacle and compass in place.
24. Steering stand and wheels on poop deck appear in good condition.
25. Interior wood work in poop deck cabin considered to be in fair condition. Several glass windows broken. Miscellaneous gear scattered and adrift in cabin. Condition of air-conditioning unit not known. Bunk springs in poor condition and mattresses on board are Navy mattresses in poor condition.
26. Owners stateroom and cabins port and starboard, forward of owners cabin, considered in fair condition and woodwork in need of refinishing. Bunk springs in poor condition and mirrors broken. Bath tubs and wash bowls in fair condition.
27. Shower on starboard side midships in poor condition with about 4" of water on deck of shower.
28. Various ship stores in storeroom scattered and in a poor state of preservation.
29. Paneling in saloon in sound condition and entire interior needs refinishing. Fireplace intact and in satisfactory condition. Table and benches marred and in need of refinishing. Condition of Crossley refrigerator, now installed in saloon, doubtful.

RECOMMEND

- Water tanks to be cleaned and tested.
- Compass to be cleaned, re-filled and adjusted.
- To be cleaned, rudder chain examined and unit tried out.
- Poop deck cabin to be cleaned and refinished. Miscellaneous gear to be stowed. Air conditioning equipment to be tried out, repaired as found necessary. Bunk springs and mattresses to renewed to suit owner.
- Woodwork in cabins to be refinished and hotel equipment to be renewed to suit owner.
- Renew or repair shower spaces as necessary.
- Storeroom to be cleaned and stores to be replaced as desired.
- Interior of saloon to be refinished and refrigerator removed or reconditioned.

UPON EXAMINATION FOUND

RECOMMEND

- | | |
|---|--|
| 30. Steward's room forward of saloon in fair condition except for false decking which was found loose and in poor condition. Numerous stores adrift. Bunks in fair condition. Springs and mattresses in poor condition. | Steward's room to be cleaned and springs and mattresses renewed to suit owner. |
| 31. General condition of teak wood camphor wood lined dressers and closets appears to be satisfactory except all are in need of refinishing. | Closets and dressers to be refinished to suit owner. |
| 32. All doors leading to spaces below main deck in poor condition. Treads on ladders leading to spaces below freeboard deck badly worn. | Doors and ladders leading to spaces below freeboard deck to be repaired as necessary. |
| 33. Freeing ports inoperable and broken. | Freeing ports to be repaired and placed in good order. |
| 34. Vessel equipped with two 152 H.P. six cylinder Superior Diesel engines having a 5½" bore and 7" stroke. 1200 RPM. Starboard engine together with belt generator appear to be in fair condition on external examination. Port engine has been stripped. Blocks, crankcase and shaft appear intact. | Starboard engine to be opened up for examination and placed in good order as found necessary. Port engine to be opened up for examination and repairs made as found necessary. |
| 35. Electrical switchboard in engine room in fair condition. Wiring adrift. | Switchboard to be rewired and tested. |
| 36. Starboard electric driven refrigerator compressor and motor in saloon appear in fair external condition. | To be reconditioned. |
| 37. Port electric driven refrigerator compressor and motor in saloon dismantled and parts missing. | To be reconditioned or replaced. |
| 38. Interior of reefer boxes in galley appear in good condition. Refrigerant coils appear intact. | Boxes to be cleaned and coils tested. |

UPON EXAMINATION FOUND

RECOMMEND

- | | |
|---|--|
| 39. Galley coal stove appears in fair condition. | To be cleaned. |
| 40. Auxiliary generator driven by gas engine and located on main deck forward port side, apparently intact. Internal condition unknown. | Auxiliary generator and engine to be tried out and reconditioned as found necessary. |
| 41. Electric wiring throughout ship adrift. | Electric wiring to be secured and meggered. |
| 42. External examination made of electric windlass and windlass appeared intact. | Windlass to be tried out and placed in good order as found necessary. |
| 43. Condition of diesel fuel tanks not known. | Diesel fuel tanks to be opened for examination. |

The following listed boxes belonging on the "Cheng Ho" are reported as being in the custody of the Naval Supply Depot, Pearl Harbor, Oahu, T. H. The building numbers below refer to warehouse buildings located at Pearl Harbor Navy Yard.

Box No. 1	3 Carvings	Bldg. 66
" " 2	5 Carvings	" 66
" " 3	1 Barometer	" 66
" " 4	1 Carving	" 66
" " 5	2 Chinese Lanterns	" 167
	1 Set Flags & Numerals	" 66
	1 Housing	
" " 6	2 Sails for small boat	
" " 7	2 Rifles & 2 Shotguns	" 167
" " 8	1 Sail small boat	" 167
" " 9	5 Sails	
	1 Sail	

In making this survey on the "Cheng Ho" it was noted that vessel's condition is due primarily to neglect and upkeep, rather than to damage sustained by other causes.

Considering this type of vessel requires skilled hand labor for a major portion of repairs and restoration it is estimated the cost of restoring the "Cheng Ho" to the vessel's original condition, including replacing of under water copper sheathing, would be approximately \$96,500.00 This estimate is based on current prices of material and prevailing wage scale in this Port.

Copy
New York Botanical Garden,
Bronx Park, New York City.
Oct. 4, 1946.

Dear Mrs. Archbold:

I was too bewildered last night when you phoned to thank you for the grand opportunity of owning the Cheng Ho. I was too surprised to tell you about plans - in fact, I could not think of any on the spur of the moment.

I had a good long visit with Mr. Mulholland this morning about details, and I repeated my very eager wish to accept the Cheng Ho. But before you allow me to accept it I don't want you to think I am doing so under false ^{impressions} impressions and that I shall dash off immediately to the South Seas on a collecting trip.

Please let me feel my way slowly.
For the last week or so the American

Express Co., has been trying to get a reservation on the "Matsonia" to get me to Honolulu by Christmas, I should hear from the agent any day.

- 1) As my two houses are rented happily, I should like to live on the "Cheung Ho" and investigate the most necessary things needing repairs.
- 2) I will then "rent" the Cheung Ho to some one ~~who~~ as a houseboat on condition they paint and make other such repairs.
- 3) During that time I will explore Mauna Loa for plants and make a quick dash to be in New York City about April 1 and to get those plants properly poisoned and mounted.
- 4) I will return to Honolulu with one set of plants and most likely use the Cheung Ho as my home ~~base~~ and floating laboratory while writing my Flora. I have plenty of room to keep a set of my plants there and my books.
- 5) Even if labor conditions and strikes or costs are prohibitive to make the Cheung Ho 100% seaworthy for open ocean sailing, I don't see why I can't move from one Hawaiian Island to another on the Cheung Ho and use it as a most handy laboratory to study and work up the plants I collect on the different islands. If need be I can have it hauled by tug. I most likely can get Emilio and my other Filipino artists and collectors

to move on the junk with me, attending to my wants, keeping "house" and making drawings for my Flora of the plants we find.

6) Gradually, I would try to get different institutions like the Field Museum, Arnold Arboretum, Smithsonian, Bishop (if they behave themselves) etc., to each furnish a scientist, and share expenses. My niece's father is a retiring Navy Commander and he is eager to take control any day. Then we could go farther afield than Hawaii to do exploratory work. Perhaps then you will join us as guest.

This is my tentative long-range plan if I can have the junk. I see no reason to involve the N. Y. Botanical Garden. Suppose there is a change of directorship and the Chey Ho slips out of my control and I must exist under a horrible captain or with a messy companion like John S.

I am now sending a ^{night letter} to an insurance company ^{in Honolulu} to have

then advise me what insurance to get
in case every thing goes well with the
Cheng Ho transfer.

Thanks again extremely much—
this should speed up my Flora at a
great rate.

Oloha,

Otto

DOMESTIC		CABLE	
TELEGRAM	URGENT	TELEGRAM	URGENT
DAY LETTER	NIGHT LETTER	DAY LETTER	NIGHT LETTER
WEEKEND LETTER	NIGHT LETTER	WEEKEND LETTER	NIGHT LETTER

Please check class of service desired; otherwise the message will be transmitted as a telegram or wireless cablegram.

WESTERN UNION

A. N. WILLIAMS
PRESIDENT

CHECK	
\$	1.85
\$	ACCOUNTING INFORMATION
\$	TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

To

Ralph Scott

Oct 4 1918

Care of or Apt. No.

Bishop Insurance Agency

Street and No.

Honolulu (Hawaii)

Place

Advise by airmail what insurance needed to protect boat Chengho and owner when boat is simply anchored at dock as home boat without crew

Sender's name and address
(For reference only)

Otto Degener
Botanical Gardens, Bronx Park
37 wds N.Y. City 58

Sender's telephone number

July 20, 1951

Dr. Philip M. Corboy
French Consul
565 Alexander Young Hotel Bldg.
Honolulu, T. H.

Dear Dr. Corboy:

I am writing to you in connection with some legal matters which I presently have pending in Tahiti in the hope that the French authorities may be able to give me some assistance.

On February 9, 1950 I forwarded to Tahiti a claim which had been reduced to judgment locally against the Cheng Ho Trading and Exploring Co., Ltd., a Hawaiian corporation. The judgment was held by Otto Degener, an American citizen, and was in the amount of \$2,791.42. Since the corporation's only asset, the junk yacht "Cheng Ho", was in Tahiti, I forwarded the claim there in the hope that the Cheng Ho could be seized by legal process to satisfy the judgment.

My original correspondence forwarding the claim and judgment was directed to Attorney Roger Guilpain but at the time Mr. Guilpain received my letter he was preparing to depart for France so turned the matter over to H. Hoppenstedt. In the period of over one year that Mr. Hoppenstedt has been handling this matter, he has taken no steps toward court action although I have repeatedly urged him to do so since I feel that no out-of-court settlement is possible with the party presently in possession of the Cheng Ho, Eric de Bisschop. I have also forwarded all court costs which Mr. Hoppenstedt has requested so feel that there is no excuse for his failure to take action.

In April of this year, Mr. and Mrs. Foster Robinson, American citizens, who hold a judgment against the same company in the amount of \$3,324.48, asked me to forward their claim and judgment to Mr. Guilpain. They specifically requested that I not forward the matter to Mr. Hoppenstedt since they knew that he had recovered nothing on Mr. Degener's claim. I forwarded the necessary papers on to Mr. Guilpain on April 19, 1951 and recently received a reply from Mr. Guilpain's office stating that he was once again leaving for France. An associate attorney in Mr. Guilpain's office offered to proceed with the matter, however, and requested that court costs be forwarded.

Dr. Philip Corboy

-2-

July 20, 1951

In view of my prior experience, however, I am hesitant to forward any additional funds to Tahiti as it appears that for some reason the attorneys in Tahiti are not anxious to proceed against Mr. de Bisschop. I believe Mr. de Bisschop is a minor official of the French Government in Tahiti but that, of course, should not render him immune to suit.

I shall greatly appreciate anything you are able to do toward calling the French authorities' attention to this situation. I realize that it is a matter involving private litigants but under the circumstances I feel that the French authorities should make an investigation. As you know, I have had very pleasant dealings in the past with both the French Consul General in San Francisco and the Governor of Tahiti and I am sure that they will do everything possible to assist me.

Very truly yours,

David N. Ingman

DNI:gy

August 17, 1951

Mr. William B. Brown
Treasurer, Territory of Hawaii
Territorial Office Building
Honolulu, T. H.

Re: Cheng Ho Trading & Exploring Co., Ltd.

Dear Sir:

Reference is made to my letter of September 23, 1950. The legal actions therein mentioned are still pending in Tahiti but I hope to have them wound up before the end of the year. Inasmuch as I have not received the proper cooperation from the attorney in Tahiti, I have taken steps through the local French Consul who has contacted the Governor of Tahiti on the matter. Although this is a private litigation, I expect the Governor's intervention to bring this litigation to an early conclusion.

I therefore strongly oppose the dissolution of the corporation at this time as the appointment of a trustee would only further complicate the present situation.

Very truly yours,

David N. Ingman

DNI:gy

SERVICE DE RAVITAILLEMENT MARITIME

August 31, 1951

Mr. Otto Degner
Mokulua Beach
Waialua, Oahu, T.H.

Dear Mr. Degner

I have your letter of August 4th, 1951, and I never lost no time in making enquiries regarding what you are asking.

Not this is what I have collected from a man named Maurice CALAMY, who has been swindled in the deal by Captain de Bisshop, and is ready to give more information, when you appoint me to assist you in the affairs I will bring the guilty man to justice.

This is what I got so far, Mrs de Bisshop, gave the French authorities papers that she was made as one of the trustees in the "Cheng Ho" affairs, and being one of the large holders of shares in the Company.

Nevertheless, when you get this letter, please have a Power of Attorney, made to my name, duly signed by you, and write with your own name the following:

BON POUR POUVOIR

DE BONNE FOI

DATE:.....

NAME: and SIGNATURE

I tried to see the LAWYER, Mr. Henri Hoppenstedt, but he was not to be seen, on account he is running for the election for a DEPUTY, to see what he has done with your \$100.00.

I am leaving to day for Sydney, N.S.W. Australia, and I shall be away a month, and when I return, I hope to get a letter and the above Power of Attorney.

Do not forget to have the Notary Public signed the documents and the seal.

With the best of wishes

Very truly yours,

/s/ OSCAR G. NORDMAN

Adresse Telegraphique:
OCEANIC

Cable Address:
OCEANIC

SERVICE DE RAVITAILLEMENT MARITIME

MAISON NORDMAN

FOURNISSEUR — SHIPCHANDLER

PAPEETE — TAHITI.

MESSAGERIES MARITIMES
THE OCEANIC S.S. CO.
MATSON NAVIGATION COMPANY
H.M.N.Z. NAVY
H.M.A. NAVY
ETC.

Agent: PACIFIC ISLANDS MONTHLY

UNION STEAMSHIP COMPANY
OF NEW ZEALAND LTD.
UNITED STATES LINE
H.M. NAVY
UNITED STATES NAVY
ETC.

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With the best of wishes

Very truly yours

Oscar G. Nordman
Oscar G. Nordman

September 10, 1951

Mr. Oscar G. Nordman
Papeete, Tahiti

Dear Sir:

Enclosed is Power of Attorney which I have prepared for Mr. Degener in accordance with your request.

As you know, Mr. Degener is very dissatisfied with the way Mr. Hoppenstedt has handled this matter to date and feels that after you contact him you will probably wish to have him withdraw. Perhaps your own attorney would be willing to handle this matter.

Although I am not familiar with legal procedure in Tahiti, from prior dealings with Capt. de Bisschop, I feel that the only satisfactory method of satisfying Mr. Degener's Judgment is to seize the Cheng Ho under legal process.

I have included in the Power of Attorney authority to hire additional legal counsel, but Mr. Degener does not wish any additional attorney's fees to be incurred without his prior consent. If Mr. Hoppenstedt has properly utilized the \$150.00 which Mr. Degener forwarded to him last year, he should now have the Judgment papers which were sent to him translated from English to French and should also have funds on hand to cover court costs.

Mr. Hoppenstedt presently has the claim on a 10% contingent fee basis, and if the claim is withdrawn from him, Mr. Degener desires that a similar arrangement be made with any new attorney.

A letter from Mr. Degener is also enclosed.

Very truly yours,

David N. Ingman

DNI:gy
Enc.

September 10, 1951

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Papeete, Tahiti

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A letter from Mr. Degener is also enclosed.

Very truly yours,

David N. Ingman

DNI:gy
Enc.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, OTTO DEGENER, of Honolulu, City and County of Honolulu, Territory of Hawaii, do hereby appoint OSCAR G. NORDMAN, of Papeete, Tahiti, my attorney, for me and in my name to handle all matters pertaining to the collection of the Judgment which I obtained in Law No. 20464, in the Circuit Court of the First Judicial Circuit, Territory of Hawaii, which said Judgment was forwarded to H. Hoppenstedt, Avocat, in February, 1950 for the purpose of taking action to satisfy same in the courts of Tahiti.

GIVING AND GRANTING unto my said attorney, OSCAR G. NORDMAN, full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do if personally present, including specifically the power to hire additional legal counsel if he deems it necessary, I hereby ratifying and confirming all that my said attorney shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of September, A. D. 1951.

15/ Otto Degener
OTTO DEGENER

*Bon Pour Pouvoir
De Bonne Foi*

*Date: September 11, 1951
Otto Degener*

TERRITORY OF HAWAII }
CITY AND COUNTY OF HONOLULU } ss.

On this 11th day of September, A. D. 1951, 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.

(Seal)

Edith K. Sabar
Notary Public, First Judicial
Circuit, Territory of Hawaii.

My commission expires 9/20/51.

POWER OF ATTORNEY

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IN WITNESS WHEREOF, I have hereunto set my hand this 11th day of September, A. D. 1951.

K/ Otto Degener
OTTO DEGENER

Don Power & Co
Papeete
Sept. 11, 1951
Otto Degener

TERRITORY OF HAWAII)
)
CITY AND COUNTY OF HONOLULU) ss.

On this 14th day of September, A. D. 1951, 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.

(Seal)

Edith K. Sakai
Notary Public, First Judicial
Circuit, Territory of Hawaii.

My commission expires 9/30/51.

CONSULAT GENERAL DE FRANCE

A SAN FRANCISCO

740 Taylor St

October 5, 1951

PRÊRE DE RAPPELER LE NUMÉRO
IN REPLYING REFER TO NUMBER

} 2292

Mr. David Ingman
Honolulu Merchandise Mart Building
814 So. Hotel St
Honolulu, Hawaii

Dear Sir,

In answer to your letter of July 20, addressed to Dr. Philip Corboy, Honolulu, concerning Mr Eric de BISSCHOP, please find below the answer I have just received from the Governor of Tahiti to whom I had referred the matter.

The office of Attorney Roger GUILPAIN, in Tahiti, received " from Mr. Ingman on April 22, 1951, the file concerning the " action by Mr and Mrs Foster ROBINSON vs the "Cheng Ho "Trading and Exploring Co". Attorney GUILPAIN had just left Tahiti for France, but Attorney VITRY his assistant and " associate, acknowledged receipt by a letter dated May 8, 1951 " asking for court costs to be forwarded in order to enable him " take action, to request the exequatur and the execution of " the judgment rendered by the court in Honolulu in favor of " Mr and Mrs ROBINSON. Having up to-date received no funds, " Attorney Guilpain's office was unable to proceed with the " matter.

As for Otto DEGENER's case, it was handed over to another " office in Papeete, that of Attorney HOPPENSTEDT. Having " found out that the "Cheng Ho" had been mortgaged, Attorney " HOPPENSTEDT was stopped in his action and hesitated as to " proper procedure. He is sending a report on the case to " Mr Ingman by the same mail.

I am also asking Mr de BISSCHOP, to let me know his " intentions in connection with the suits by DEGENER and " ROBINSON, and shall not fail to forward his answer to you.

I hope the investigations made by Mr. PETITBON will enable you to settle the matter.

Yours sincerely,

J. de Lagarde

Jean de Lagarde
Consul General of France

Copy to Dr. Ph. Corboy

H. HOPPENSTEDT

AVOCAT-DÉFENSEUR

BOITE POSTALE : 817

PAPEETE - TAHITI

OCEANIE FRANÇAISE

PAPEETE, LE

October 19 1951

19 51

Mr. D. N. INGMAN

Attorney at Law

184, S. O. Hotel St.

HONOLULU

HAWAII

Dear Mr. Ingman,

You may be astonished of my silence; I must tell you that such silence is due to numerous difficulties concerning your affair.

Since I got your papers, I was willing to start proceedings against the ship but I heard then a lot of things which, if they were proved, would render expensive and useless any legal steps.

The results of my long and patient researches are the following :

A charter party of the schooner has been signed here in January 1950 between the Cheng Ho Trading and exploring Company Limited represented by Mr. De Bishop and a commercial firm of Papeete. The main conditions of the Charter Party are the followings:

Duration of the charter: as long time as the above mentioned firm will need for collecting back her advances of money

Daily rent : Two thousand two hundred fifty francs

Total of advances made up to October 1 st 1951

Fcs ... 1,427,000.-

Amount collected back up to same date

Fcs.... 1,037,000.-

Amount still due

" 390,000.-

In above mentioned advances were included Fcs: 227,000.- paid to Messrs Brooks & Scholtz, difference being represented by sums due to the Local Administration for Sailor's Regulations, for repairs of the schooner, of the engines and for orders of engine parts.

In addition to this I have discovered that a mortgage has been taken here on the schooner by Mr. De Bishop in favor of Mrs. Mathilda Constable for the amount of One million six hundred thirty four thousands eight hundred twenty eight Pacific Francs representing, says the mortgage, the total amount of notes actually in hands of creditors and converted with their agreement in Pacific France - Do you know anything about it ?

A last thing I have heard here is the ownership of a certain gentleman named Calamy of the schooner; this gentleman being actually in the Tuamotu Islands, I have been unable to come in touch with him.

I would have preferred to meet this gentleman before writing you on the matter so that you would have had a general knowledge of the whole affair but your claim to the local administra-

350,000 is a privileged position.

oppress

Port Vila October 20, 1951

Dear Mr. Degener

(New-Hebrides)

I am writing this letter from Port Vila, on my return trip from Sydney via Noumea.

I am anxious to get back to Papeete, and read your letter about the "Chung Ho" and what is to be done.

Mr. Calamy, who has been swindled by Vis de Bisschop, in the deal, will help me with the solution.

Mr. Calamy, is Immanuel Rougier's brother in law, and a former lawyer of Paris, and he is glad to help me solve the problem you are asking.

With much alohas, mu: mu: loa.

Very Sincerely,

Oscar S. Nordman

SERVICE DE RAVITAILLEMENT MARITIME

MAISON NORDMAN
FOURNISSEUR — SHIPCHANDLER
PAPEETE — TAHITI.

MESSAGERIES MARITIMES
THE OCEANIC S.S. CO.
MATSON NAVIGATION COMPANY
H.M.N.Z. NAVY
H.M.A. NAVY
ETC.

Agent: PACIFIC ISLANDS MONTHLY

UNION STEAMSHIP COMPANY
OF NEW ZEALAND LTD.
UNITED STATES LINE
H.M. NAVY
UNITED STATES NAVY
ETC.

October 31, 1951

Dear Mr. Degener

Upon my arrival back at Papeete, October 27, there was an envelope on my desk a letter from you.

It contained letters (various) concerning the "Cheng Ho" and a Power of Attorney.

Now Mr. Calamy is out of the town, and won't be back until next month. I will have to wait upon his return to talk and decide of what is to be done, with the "Cheng Ho" affairs.

You will have to come to Tahiti in July 1952, and then see how we can settle things.

I am writing this letter in haste, as there's a ship leaving to day and take airmail to Suva.

So aloha for this time

With best of wishes

Very Sincerely
Oscar E. Nordman

Mokuleia Beach, Maialua, Oahu,
T. Hawaii, U. S. A.
Nov. 28, 1951.

French Consulate,
740 Taylor Street,
San Francisco, Calif.

Dear Sir:

I am a professional botanist and staff member of the New York Botanical Garden, a government institution. A year or so ago I was botanical consultant for the U. S. Dept. Commerce in helping to cover Canton Island on the Equator with vegetation, as the enclosed letter intimates.

I am eager to study plants of the Pacific Islands during the next two years in preparation for writing a book about "Plants of the Tropics." The enclosed pamphlet will give you an idea of the format I have in mind.

For this study I hope to fly by Qantas to various British possession remaining in each for one or several months to collect and perhaps make drawings of their interesting vegetation. I wish to do likewise for the Pacific Islands governed by France. I wish, therefore your kind permission and visa to visit primarily

1. French Oceania, including the Society Islands, Marquesas and possibly neighboring islands easily available.
2. New Caledonia from which, I believe, I am to leave for New Guinea

I am prepared to have a round-trip ticket with me to enter and leave your country, and am prepared to spend an average of approximately \$200 per month. I have been vaccinated or inoculated for such diseases as smallpox, tetanus and typhoid, and am in good health. As I can only devote two years to my study of all Pacific Island vegetation, my stay in French Territory should be less than one year.

I should be ready to leave Honolulu in February or March for Canton, for a little more work there, before continuing South.

I know Dr. Corboy, your Honolulu representative, personally through my work on Canton Island; and I have been in correspondence for a number of years with M. Rene Papy, former educator and botanist in French Oceania.

I shall be very grateful for your kindness and any suggestions you may have to give me.

Yours very sincerely,

81
CONSULAT GÉNÉRAL DE FRANCE
À SAN FRANCISCO

740 TAYLOR STREET
TÉLÉPHONE TUXEDO 5-0771

PRIERE DE RAPPELER LE NUMERO
IN REPLYING REFER TO NUMBER

A 111/A 56 - 2875

December 11, 1951

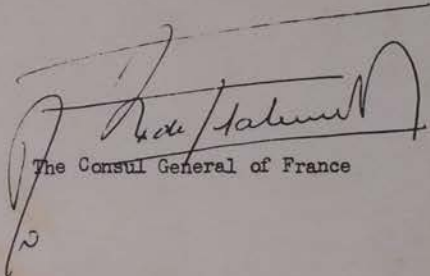
Mr. Otto Degener
Moluleia Beach
Waialua, Oahu
T. Hawaii

Dear Sir:

With reference to your letter of Nov. 28, please find enclosed 4 application forms (2 per country : French Oceania and New Caledonia), to be filled out in French and returned to me together with 4 photographs.

Those application forms will then be sent to the Governors for decision. Time usually required for the visas to be granted, is about one and a half months.

Truly yours,



The Consul General of France

Encls. 4

81
CONSULAT GÉNÉRAL DE FRANCE
À SAN FRANCISCO

740 TAYLOR STREET
TÉLÉPHONE TUXEDO 5-0771

PRIÈRE DE RAPPELER LE NUMÉRO
IN REPLYING REFER TO NUMBER

A 111/A 56 - 2875

December 11, 1951

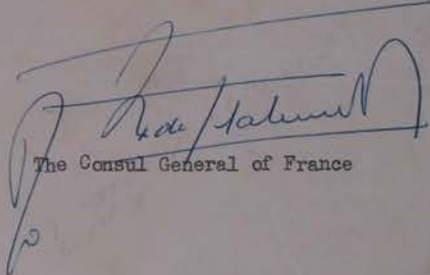
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Encls. 4

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740 TAYLOR STREET

TÉLÉPHONE TUXE 5-0771

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IN REPLYING REFER TO NUMBER }

A 111/A 56 - 2875

December 11, 1951

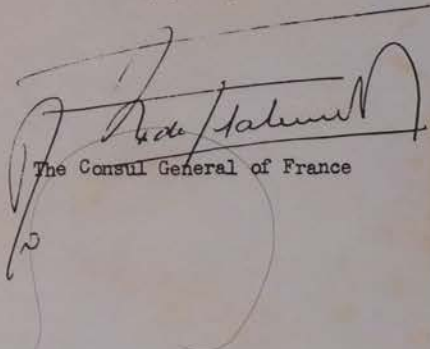
Mr. Otto Degener
Moluleia Beach
Waialua, Oahu
T. Hawaii

Dear Sir:

With reference to your letter of Nov. 28, please find enclosed 4 application forms (2 per country : French Oceania and New Caledonia), to be filled out in French and returned to me together with 4 photographs.

Those application forms will then be sent to the Governors for decision. Time usually required for the visas to be granted, is about one and a half months.

Truly yours,



The Consul General of France

Encls. 4

SERVICE DE RAVITAILLEMENT MARITIME

MAISON NORDMAN

FOURNISSEUR - SHIPCHANDLER

PAPEETE - TAHITI

Agent in Tahiti for Pacific Islands Monthly

December 12, 1951

Dear Mr. Degener

Just to tell you that Mr. Calamy is not here yet, but will arrive before Christmas.

The "Cheng Ho" is in port, brought in 150 tons of copra, she is chartered out to Chinese traders and is netting a nice charter money for probably De Bisschop.

In the meantime I want you to be prepared to be here in July 1952 in order for you to take the vessel over, as per your option, and you and I will continue to have her chartered and you will make up the money you have lost in the past. (Merry Xmas. Happy N. Year.)

OSCAR

Adresse Graphique:
OCEANIC

^{P.O. Box}
Mrs George S. Bennett, 442 Ancon, Canal Zone
Cable Address:
OCEANIC

SERVICE DE RAVITAILLEMENT MARITIME

MAISON NORDMAN
FOURNISSEUR — SHIPCHANDLER
PAPEETE — TAHITI.

MESSAGERIES MARITIMES
THE OCEANIC S.S. CO.
MATSON NAVIGATION COMPANY
H.M.N.Z. NAVY
H.M.A. NAVY
ETC.

Agent: PACIFIC ISLANDS MONTHLY

UNION STEAMSHIP COMPANY
OF NEW ZEALAND LTD.
UNITED STATES LINE
H.M. NAVY
UNITED STATES NAVY
ETC.

December 15, 1951

Dear Mr. Degener

I have your letter post marked Honolulu November 29, but the letter itself is undated, nevertheless everything seems to be satisfactory.

I watched the old "Bengo Ho" go out of the harbor yesterday, and she looked good, and I have come to the conclusion to leave things as they are until July 1952.

Then we take her over in 1952. she's already under the french flag, and the price of \$15,000 is fair, but you will claim, that she be put in shape as she was before — deduct your \$3000⁰⁰ owed you, and we go on as now out on charter basis —
Merry Xmas Happy New Year Auf Wiedersehen
Oscar

Copy

Mokuleia Beach,
Waialua, Oahu, T.H.
Dec. 20, 1951.

Dear Mr. Hoppenstett:

You have never answered my letters but my Attorney Sugman showed me the informational letter you had written him regarding the Cheung Ho case. I am so glad to note progress.

I am going on a botanizing trip for about three months and shall not be in close touch with Mr. Sugman in Honolulu. For you to write him, he to write me and then for my letter to get to him before it is mailed to you takes so much time.

To save time in the affaire Cheung Ho, I have turned over my power of attorney to Mr. Oscar Nordman of Papete. I have asked him to take charge, writing of course to Mr. Sugman and myself developments as they occur.

So when Mr. Nordman visits you with the Power of Attorney, please be advised that he has taken my place as your client. Please discuss the case with absolute frankness with him, turning over for his study all documents, Court or otherwise, and French translations; also all copies and original letters Mr. Sugman and I have sent you and copies of the letters you have sent us. In other words, Mr. Nordman is to become familiar with every detail of the case

just as I am familiar with it.

I am quite confident that with fair
of us working on the Cheng Ho case, we
will terminate it favorably.

With wishes for a Merry Christmas
and a Happy 1952

I remain, yours truly,
Otto Degener

Copy

Mokuleia Beach,
Waialua, Oahu, T.H.
Dec. 20, 1957.

Dear Mr. Nordman:

I have your interesting Dec. 12 letter and of course rushed with it to my attorney David Sugman in Honolulu. He there ~~showed~~ showed me one he had received from Mr. Hoppenstedt a few days before. Confidentially I feel Mr. Hoppenstedt is so pessimistic he would hardly fight valiantly to win our case. If you feel we need another attorney, I am more than willing that we make the change (but gracefully so as not to hurt his feelings).

I have written to the French Consul in San Francisco today for a visa to permit me to be in Papeete in May or June.

Partners must trust one another 100%, so please do not ask but demand as your right a copy of every letter Mr. Hoppenstedt has written to me or to my Attorney Sugman or any letters that we have written him. Do also please ask him to let you read the legal court documents in English and the translations (for which I paid him) to be made in French. For all we know, he may never have bothered translating them, and just took my money. In other words, take the complete files of the Chey Ho case home with you for study as long as you wish if you have time to do so.

The enclosed letter for Mr. Hoppenstedt and the power of attorney in your possession must prove to him you have carte blanche to do so. The more familiar you become with the case, the better can we outwit our Captain.

Take Mr. Clary into your confidence regarding my affairs as far as you judge wise.

I am taking the liberty of sending to you the unimportant Chey Ho papers. Who knows, perhaps in the future I may need to refer to them to refresh my memory.

Expecting to be in Papeete, am I correct in sending this letter with.

Am revoir?

Otto

Copy

Waialua, Oahu,
T. Hawaii, U.S.A.
Dec. 23, 1951.

Dear Mr. Nordman:

I am reading your letter of Dec. 12 over again, particularly the last part in which you refer that our Cheng Ho partnership will earn both of us money. I do not doubt it, and am delighted.

But unlike the others in my family, who are business-men, I perhaps do not think along practical lines - or is it the Christmas season that affects me? Being a bachelor, over 50 years old, and possessed of a small independent income, the only thing I would do with the money from the Cheng Ho trading would be to use it to try to collect and study every kind of South Seas Island plant that exists and to write illustrated books about them, as I am doing for the Hawaiian Islands. It is a worth while activity just as painting a beautiful picture or composing a beautiful opera is worth while.

Now, suppose I get money from the Cheng Ho, the first thing that happens is that the French Government and next the American Government will take large percentages of it for taxes. So, out of every franc I earn, perhaps I can keep only 12 or 14 sous! I do not like that.

What I should like to establish is a Trust Fund, called the Degener Trust (or if you wish to participate in it, it might be called the Degener or Nordman Trust) to which my part of the Cheng Ho earnings would flow each year. The principal must remain for ever intact.

and would presumably increase during the life of the vessel. The interest of this principal should, however, be used for scientific research and publication as, for example, Botany, in the Society and neighboring islands.

Such a Degener Trust should be administered by your Papete Museum with one Degener or Degener heir on the Board of Directors if he so chooses and one Nordman or Nordman heir on the Board of Directors if he so chooses. By this means I would avoid losing my earnings from the Chey Ho to the American Government in taxes, and the entire sum would be used for science the way I wish it to be used anyway. Money going to Museums is not taxed by us.

Evidently there are still certain injustices due to de B. trickery, that should be settled if possible. I should like to collect the \$3,000± for myself and the little carpenters, fishermen and others who bought shares in Honolulu. I do not know the situation, but perhaps Mr. Calamy can be satisfied in part at least also.

Now what is your suggestion? Shall I sell you my option on condition that we form a company and divide the shares justly, "my" shares not belonging to me and being taxed, but belonging to a Degener Trust in Tahiti and being tax free? Look at the worth while fame coming to the Bishop's family because of the Museum they founded in Honolulu. A Degener (and perhaps Nordman) Trust is more conspicuous and enduring to the founders than any stone cross erected over a grave in a cemetery.

I am eager to get your reaction. You, being a successful businessman, I am sure, would never have thought of this 'foolish' (?) idea of mine. But you see I am visionary and impracticable.

Aloha,
Otto

ADRESSE TELEGRAPHIQUE
OCEANIC
PROVISIONS
POUR NAVIRES

SERVICE DE RAVITAILLEMENT MARITIME
MAISON NORMAN
FOURNISSEUR - SHIPCHANDLER
PAPEETE - TAHITI

CABLE ADDRESS
OCEANIC
SHIP'S SUPPLIES

December 25, 1951

Dear Friend

I want to ask you a favor -
I have a Pool Room (10 Pocket Billiard Tables)
and I need 2 new sets of Bed Cushion
Green Cloth, and I am short of dollars -

I need exactly \$100.00 (one hundred
dollars) I hate to think of asking this,
as you know that \$ restriction is still
on - I will put this amount to your
credit here in Papeete.

If this be arranged - please send
check to the following address =

MTR. J.E. WHITAKER
EXPORT MANAGER
THE BRUNSWICK-BALKE-COLLENDER
CO.
623 SOUTH WABASH AVE
CHICAGO 5 ILL. U.S.A.

And mail my order -

With thanks

Very Sincerely
Oscar S. Nord

571541



May 15. 1941

HALEKULANI

Olen Otto - first letter Feb. 14.
 March 11: Same came to me here.
 and I am most glad to have such
 good news of you. You have made a
 grand collection and I am sure Dr. Merrill
 is delighted with what you have sent him. I
 wish I could have been with you in such
 peaceful beautiful places. with my friends
 for company. All your predictions abt.
 the Captain, his crew came true. 3 of them
 deserted at Pap. Pys. he took on two timber
 half 7 spars at Apia. to take their places.
 When we arrived in Tahiti. they all practically
 deserted the ship. the Captain with John as
 "stow pigios" took a house on shore. neglected the
 junk. to such an extent that we had no
 light or water. When we finally got them
 together, I started as we thought for Panama.
 stopping for Sunday at the Island of
 Moorea. the two 7 spars stole the
 launch went back to Papeete. When they
 were finally collected. they all wrote a
 crazy letter saying they would not go to
 Panama but to Honolulu so here we
 come. I let field beg neglected the junk
 & his crew in a most shameful manner
 He proved himself before the had a regular scandalous
 scandalous.



HALEKULANI

HONOLULU, HAWAII

and most disagreeable character.
He destroyed the pleasure of the
entire trip - We had perfect weather
all the way - I was glad to send
them all off the junk when we arrived
here. I have offered the junk to the
naval Academy at Annapolis. If
they do not accept I will anchor her here
until the end of next year when I can perhaps
get a crew. The Customs in the interim time
will probably collect 30% on the whole net profit.
I think the envelope with your letters was
from the Captain at Pago Pago. I am sorry
to say I do not know what he did with it.
I am sorry your caretaker has neglected
your house here. but you seem to enjoy what
it. What fun you! Your sister will have
in Samoa, I should have liked to stay
as peacefully there - her Harris. Left P. Shells!
at Bishop Museum. Has just the material
you did not say where to put - I hope it has
your address. Still at Suva. I hope it has
differed nothing. You will be a full fledged
Fijiian before you leave. I found Bill
Church, who came to work with Dr. Corb,
had left for home before I arrived. John
Wesley Coulter showed his pictures & some of
the faculty the other evening. but all all
interesting - he is engaged & so married!! of
you can please it. A girl who won him.



HALEKULANI

HONOLULU, HAWAII

I plan to go home as soon as my
affairs are settled. The customs
at least we may have to buy a
ticket. What was done off-jour
book. I hope it has been brought
not passing. Have you seen my
friend the printer? do write me again. I
will write Dr. Merrill. I would like to
go, make a further hibernian collection
for him in the Molucas some day. If I
can ever find any one to take charge of
the junk, crew for me. No more
messing Captains. With a private
Captain some of these Philippians would
have done well. He is a coward and
a brute - a really bad person. I must
warn you. Should the person who looks
really do him justice. I may go to
Maine for the summer. My address is
always Room 5436. 30 Rockfells Plaza
New York City. I very much hope the
little will turn up. I am going now to
Molokai with the Fajans to their camp.
Molokai is much too poor. He just
lives to see him back again.

For reliable captain
contact any reputable
yacht club.

Hydrographic Office for
complaint

