



Hunt Institute for Botanical Documentation
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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.

Gen. Del., Honolulu, Hawaii, U.S.A.
May 4, 1952.

Dear Oscar:

Of the four-page French letter I have only about 100 copies left of the original 500 printed. They went to Deputés, to 48 capitals of the United States, to Congressmen, to larger newspapers in the United States and even to small newspapers in Washington, D.C., where our important legislators congregate. The remaining 100 I shall take with me to New York and from there, if we have not yet received justice, send to the larger newspapers in France. Here in Honolulu I can find the names of none except Ce Soir of Paris.

May 20 I fly (the round trip is only \$558) to New York and Washington, in which latter city I hope to visit State Department officials and your ambassador. When you write me to my Hawaiian Island address by airmail, the letter will fly quickly to Honolulu and then from there be forwarded to me by slow boat mail and not reach me in New York or Washington or wherever I may be for months. So from now on please be sure to write me:

Mr. Otto Degener, C/o Mr. David Ingman, Room 566,
Young Building, Honolulu, Hawaii, U.S.A.

Mr. Ingman will know about my travels from place to place, and add the necessary airmail stamps to your letters so they will reach me quickly. If we get no action, I may even fly to Paris. I hear no passport is needed provided a visitor does not stay there longer than three months.

I wanted Mr. Ingman to write out for me today a tentative partnership agreement, I to have 49 shares and you 51 shares of the new company. He said it is too early to do so until we hear your ideas and how profits are to be shared. Here are some of his (and my) suggestions:

1. Of the \$15,000 necessary to take up the option (assuming the Cheng Ho is in acceptable condition with all tackle, equipment, etc., on hand) I can provide more than \$7,000 through judgements held by me and other clients of Mr. Ingman.
2. I do not wish to put up any cash as I am actually giving you more than half of a vessel originally appraised at \$75,000.
3. In return for your putting up the balance of the \$15,000, I am ready to enter into the partnership agreement with you under which you as a French citizen can have ownership of 51% of the stock of the Company.
4. Arrangements must be made to pay out of the profits of the company the debts or judgements held by myself, Emilio Ordóñez, Roy Peler, Mrs Robinson or Veran etc., the amount you and I sharing in this expense depending on a later appraisal as to the present value of the Cheng Ho.

Now it is up to you to make your suggestions. Please write quickly. Perhaps your letter can reach me before I leave on Tuesday May 20.

Was it during the Governorship of Anziani that deBisschop registered the Cheng Ho fraudulently under the French flag? Ingman believes we can have such registry canceled and changed back to the U.S., if French officials treat us unfairly. We might change to Tongan registry and perhaps add August Hettig to the partnership. I have written to a Bot. friend in Tonga to find out about registry there. They need a vessel badly

There is the rumor in Honolulu that Mrs. Morgan is coming here on the Cheng Ho. I do not believe it. deBisschop would risk losing the vessel for the \$7,000 debts he owes people in Hawaii. Please explain why the Cheng Ho cannot be sold at auction in Tahiti for the \$7,000 debt the way it can be done in America.

Do you as yet hear any rumblings in Tahiti from Paris? My Senators are working on a reduction of \$1,000,000,000 in funds for Europe, and it is swindles like the Cheng Ho case that prompts such reductions. Do you know that Hirschon owes a Honolulu \$6,000 and that the latter is flying to the States to see about it? He knows me and deBisschop and will also speak unfavorably against the latter.

Aloha nui,

DEPARTMENT OF STATE
WASHINGTON

MAY 1 - 1952



In reply refer to
DS 951.537/4-1452

April 30, 1952

My dear Mr. Farrington:

I refer to your letter of April 14, 1952, with which you enclosed a communication dated March 20, 1952, from Mr. Otto Degener, General Delivery, Makawao, Maui, Territory of Hawaii, regarding his interest in the yacht, Cheng Ho. Mr. Degener has also communicated with the Department regarding the vessel, furnishing a photostatic correspondence file relative to the matter.

From examination of the file it appears that the dispute is one either for private adjustment between Mr. Degener and the other parties concerned or for adjudication by the competent court. The Department endeavors always to insure, of course, that American citizens are accorded, on a non-discriminatory basis, access to all judicial recourses and remedies in foreign courts. If Mr. Degener or his attorney encounter any difficulties in this respect, they should call upon the nearest American consular office for assistance.

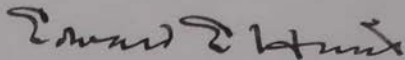
With regard to Mr. Degener's request that the case be taken up with the French authorities, it is suggested that he may wish to communicate directly with the American Embassy at Paris, France, requesting the Embassy to take the matter up with the French Foreign Office if appropriate. If Mr. Degener does this, he should state to the Embassy the facts as to his American citizenship, the facts as to the ownership and flag of registry of the Cheng Ho, and he should set forth precisely his case against any officer or employee of the French Government concerning whose actions he is making complaint.

The enclosure to the letter is returned herewith. The photostatic
file

The Honorable
Joseph R. Farrington,
House of Representatives.

file which Mr. Degener forwarded to the Department is also enclosed. In communicating with Mr. Degener, it will be appreciated if you will return the photostats to him.

Sincerely yours,



Edward E. Hunt
Chief
Division of Protective Services

Enclosures:

1. From Mr. Otto Degener
March 20, 1952.
2. Photostats.

JOSEPH R. FARRINGTON
DELEGATE FROM HAWAII

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

May 2, 1952

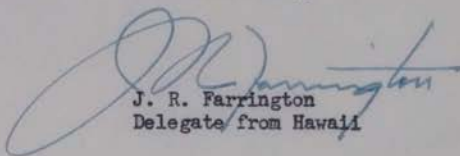
Mr. Otto Degener
General Delivery
Makawao, Maui, T. H.

Dear Mr. Degener:

The enclosed letter from the State Department is self-explanatory and forwarded for your information.

I am returning the photostats which you forwarded directly to the State Department.

Yours sincerely,



J. R. Farrington
Delegate from Hawaii

Enclosure

ADRESSE TÉLÉGRAPHIQUE
OCEANIC
PROVISIONS POUR NAVIRES
ET
AGENT
LIGNES DE NAVIGATION

SERVICE DE RAVITAILLEMENT MARITIME

MAISON NORDMAN
FOURNISSEUR - SHIPCHANDLER
PAPEETE - TAHITI

AGENT IN TAHITI FOR PACIFIC ISLANDS MONTHLY

CABLE ADDRESS
OCEANIC
SHIP'S SUPPLIES
&
SHIPPING AGENT

Note!

It would be
unfair to mention in
letters to Tahiti Oscar
because of danger
of reprisal
O.S.

Dear friend

May 5, 1952

The lawyers told me, that there are many claims in their hands from Honolulu, against de Bisschop, and I told them to go ahead with your claim and option on the vessel.

When The American Consul, Mr. Haring was here, I could see he had not favored you and he asked me if I was still going to go with your affairs? I answered yes - I think he was intimidated by some of de Bisschop's sympathisers -
God is good and he will help us
Fairbuly yours Oscar

ADRESSE TÉLÉGRAPHIQUE
OCEANIC
PROVISIONS POUR NAVIRES
ET
AGENT
LIGNES DE NAVIGATION

SERVICE DE RAVITAILLEMENT MARITIME

MAISON NORDMAN
FOURNISSEUR - SHIPCHANDLER
PAPEETE - TAHITI

CABLE ADDRESS
OCEANIC
SHIP'S SUPPLIES
&
SHIPPING AGENT

AGENT IN TAHITI FOR PACIFIC ISLANDS MONTHLY

May 5, 1952
Dear friend

As the "Cheng Ho" stands to day she is in an awful shape, her middle mast is rotten and have to be replaced, and repairs to no end.

As she is, and has to be sold at auction, she will fetch not more than 3 to 4 millions francs.

For myself I would not want her at that price.

I will keep you posted on any events & happenings.

The "Cheng Ho" arrived yesterday May 4, and I will not go anywhere but the Tuamotus.

Faithfully, Oscar

ADRESSE TÉLÉGRAPHIQUE

OCEANIC

PROVISIONS POUR NAVIRES

ET

AGENT

LIGNES DE NAVIGATION

SERVICE DE RAVITAILLEMENT MARITIME

MAISON NORDMAN

FOURNISSEUR - SHIPCHANDLER

PAPEETE - TAHITI

CABLE ADDRESS

OCEANIC

SHIP'S SUPPLIES

&

SHIPPING AGENT

AGENT IN TAHITI FOR PACIFIC ISLANDS MONTHLY

May 5, 1952

Dear friend

I have today turned over to my lawyers Maîtres Guilpain & Vitry, the copy of your letters send to different officials, regarding the "Chengo" No -

I have ordered that the "Chengo" No " should be delivered July 7, 1952, as per your option.

We cannot hold her only on your \$3000 claim -

Take her over first then do the rest later.

Faithfully yours
Oscar

MK/js
CONSULAT GENERAL DE FRANCE
A SAN FRANCISCO

740 Taylor Street

—
PRIERE DE RAPPELER LE NUMERO
IN REPLYING REFER TO NUMBER

} A111/A5/6 - 1326

May 12, 1952

Mr. Otto Degener
Waiialua, Oahu (Hawaii)

Dear Sir:

Your letter of April 17th addressed to Mr. Raoul Bertrand, French Consul General in Los Angeles, has been referred to me, the Hawaiian Islands being under the jurisdiction of this Consulate General.

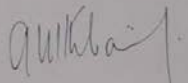
I am pleased to inform you that it is possible for you to travel to France and remain for a period of three months, simply upon presentation of a valid passport. Should you wish to stay longer, it would be necessary for you to apply for a long-stay visa through this office.

Referring to your request for a visa to Tahiti, I have forwarded copy of your correspondence to the Governor at Papeete.

I wish to thank you for the two books which you were so kind as to send me. Are they to be considered as gifts to this office or do you wish them returned? I read them with great interest.

Please do not fail to call upon me for any further information I may give you.

Very truly yours,



Acting Consul General

LE SECRÉTAIRE D'ÉTAT
AUX
AFFAIRES ÉCONOMIQUES

41, Quai Branly
PARIS (VII^e)

RÉPUBLIQUE FRANÇAISE

PARIS, LE May, 13th 1952

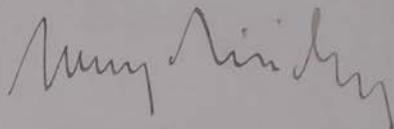
Sir,

I am in receipt of the documents which you kindly sent me regarding your request for a french visa for Tahiti.

Since this question does not concern my Department, I am forwarding your file to my Colleague, M. Robert Schuman, Minister for Foreign Affairs, 27, Quai d'Orsay, à Paris.

I trust your problem will be given due consideration.

Yours truly,



Tony Révillon

Mr. Otto Degener
Makawao
Mani
I. HAWAI

May 13, 1952

Mr. Otto Degener
Mokuleia Beach
Waialua, Oahu

Dear Otto:

With regard to your letter to the French officials, Mr. Peck has informed me that the name of one party is Raoul Bertrand rather than Raoul Bernard. He also pointed out that the word "Vaurien" had been misspelled "Vaurine".

I am enclosing bill for miscellaneous services rendered over a period of several months not directly connected with the collection matter which I am handling on a contingent fee basis.

I have also received a letter in French from Guilpain's office with regard to a letter which I sent to him on the Robinson matter over a year ago. He states that he will be willing to proceed with the Robinson matter as soon as I advance the costs. He may be acting in good faith as he has just returned from France.

Very truly yours,

David N. Ingman

DNI:gy
Enc.

DAVID N. INGMAN
ATTORNEY AT LAW
ALEXANDER YOUNG BUILDING
HONOLULU, HAWAII
PHONE 5-5918

May 13, 1952

Mr. Otto Degener

Mokuleia Beach

Waialua, Oahu

TO PROFESSIONAL SERVICES RENDERED:

\$50.00

pd

Papeete May 14, 1952

Dear friend
Mr. Otto Degener

As per your request I have mailed
all your letters to "General Deliver" P.O.
Honolulu:

Now I have engaged two lawyers for
the "Cheng Ho" affairs - Messrs. Guilpain
& Vitry, and they have gone over the papers
and they will let you and I know of
their decision.

Yesterday, I received back the notification
slip, duly signed by Eric de Bisschop, that
he has received the registered letter I sent
April 29, 1952, asking him to deliver the
"Cheng Ho" July 7, 1952.

Messrs. Guilpain & Vitry, are not keen of
taking the case over = First: over the
accusing letters you have sent to the
authorities, The reason that you are not
allowed a visa for Tahiti.

According to the lawyers that your letter
seems to be threatening and they probably

2 feel that in taking your case on, the authorities might put them on the unfavorable list, that's their idea.

Now on the other hand, Mr. Guilpain, says, how can I start the case, when I haven't got the option papers, though I handed him, all the documents that Maitre H. Hoppenstedt, returned and handed to me, where in a section, it mentions you have the option of taking the "Cheng Hs" in July 7, 1952.

You must act quick, and decide, whether you have to send the Option Papers or lose the right to take the "Cheng Hs" on the above date.

Again, the lawyers think that the authorities may have classed you as undesirable? Perhaps not. if so that means, you as a foreigner, will be illegible to own, whole or part of a vessel which has been registered as french.

If that is the case, leaving suspicion out of the picture, and transfer to me the right to the option.

3 Let me tell you Mr. Regener, that I do not want the vessel, and if I am doing this is to help you.

Now, where I am to get the \$15,000⁰⁰ less \$3000⁰⁰ owed you - There are no charterers now in Papeete, that will come and advance charter money, as they are all afraid, that something else will come up, if we do get the vessel in July.

Laws are funny, probably Gallois will sue the Company for the money costed him in repairing the "Cheng Ho" hull & engines.

You wanted me to hold the ship for the payment of \$3000⁰⁰ owed you. This I tried but couldn't and Gallois could sue me for doing it, for holding the vessel.

As regard Mr. Haring, The American Consul, he may be intimidated by the authorities but not me, all I could see he wasn't favorable the way you sent these letters - perhaps not, but he acted thus.

4/ As you are in New York, and only a short way from Washington why dont you run up there, as I have a lawyer friend, that has connection with the State Department.

Why not see him: his name is:

DWIGHT TAYLOR

LAW OFFICES,

BOWEN BUILDING

815 15TH STREET N.W.

WASHINGTON D.C.

I have had Attorney Taylor, help me solving some of my past problems, and I find him trustworthy & honest.

I the meantime, leave out what you wrote about not anxious to pass me the option, unless you use and demand a MORATORIUM.

Get Mr. Taylor, to get in touch with The State Department, and explain the whole situation regarding The "Cheung Wo"

a boat is leaving to day for the island of Rurutu, where de Bischof

5) is stationed as Govt. Surveyor - and I have asked the owner of the vessel, to talk to He Buischop, and feel him around, and what he has to say about turning the "Cheng Ho" July 7, 1952.

I think my idea of getting Mr. Taylor to act, thru the State Department is a good one.

We have little time left from now to July 7, you will have to act quick - I am doing my best for your sake.

You have asked to draw a contract the formation of the Company, that in 5 years, I shall turn the vessel over back to you plus \$30000.00, this I cannot do, as I must tell you again, I do not want the vessel, there are many vessels for sale all along the U.S. coast, that will tempt many traders - but the copra business at present is low.

I hope to hear from you again
With best wishes
Faithfully yours
Oscar



THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

ADDRESSE OFFICIAL COMMUNICATIONS TO
American Consulate,
Nouméa, New Caledonia,
May 15, 1952.

Mr. Otto Degener,
Makawoo, Maui,
Territory of Hawaii.

Dear Mr. Degener:

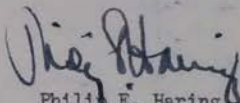
I acknowledge receipt of your letter of April 25, 1952, in which you indicate that you would not now enter Tahiti even though a visa might be issued. I also take the meaning of your letter to be that you intend to pursue your claims against M. de Bischopp and for the Cheng Ho, by means other than a civil suit in Tahiti.

As I indicated in the Consulate's previous letter, I have no reason to doubt that a visa would be available to you if you were to enter Tahiti for the purpose of seeking a legal settlement of these claims. This was not an assurance on the part of the Consulate, nor indirectly from any French official, that your application would be approved, but it was an indication that there was no legal barrier to entering Tahiti for such a purpose. But, as you elect to obtain redress by appeal to other officials, I do not see any course of action open for the Consulate to be of assistance at this time.

I would appreciate being further informed of developments following your visit to Washington, and at your convenience being advised of the authority given to de Bischopp on which he effected the change of Registry of the Cheng Ho.

There is enclosed a letter from M. Papy to you, dated June 30, 1947, transmitted possibly in error with your letter of April 25.

Yours very truly,


Philip E. Haring
American Consul

Enclosure:

Letter of R. Papy dated 6-30-47.

210.9
PEH:cjj

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

May 20, 1952

Mr. Otto Degener
24 East 82nd Street
New York, New York

Dear Mr. Degener:

By direction of Delegate Farrington, who is in Honolulu on a brief trip, I wish to acknowledge receipt of your letter of May 13.

Mr. Farrington will return to Washington the end of this week. I am sure he will be very glad to see you when you are here.

Yours sincerely,

Margaret C. Turner.

(Mrs.) Margaret C. Turner
Secretary to Mr. Farrington



24 East 82 St.,
New York, N.Y.
Hotel Stillwell
May 21, 1952.
Los Angeles

Dear Sirs:

Kindly mail ~~me~~ my passport to me c/o Miss Irma Degener, at the above address. I am on my way ~~East to~~ East.

There is absolutely no question to my right to the Chung Ho. I have a certified copy of the option before me to show your Ambassador in Washington. Your consular representative can read another copy at the Registry of Cons-

memoranda for the Territory
of Hawaii at Honolulu
in Book 2156, pages
247-249.

I mailed another copy
to the American Embassy
in Paris.

~~Is it not ~~not~~ a reflection~~
~~on the French Government~~
~~that in Tahiti that ^{any ex-convict}~~
~~discredited ex-Consul de Dis-~~
~~schol is given protection~~
~~and encouragement~~
~~in his attempt to swindle~~
~~an American scientist~~
~~considered worthy of receiving~~
~~an honorary degree?~~

Aloha,

Otto Degener

11 rue Lérimée, 16°

ASSEMBLÉE NATIONALE

COMMISSION
DES AFFAIRES ÉTRANGÈRES

PARIS, LE 23 Mai 1952

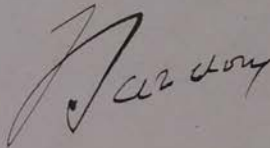
Le Président

Monsieur,

Je vous accuse réception
de votre lettre en date du 20 Avril.

Je n'ai pas qualité pour
servir d'intermédiaire auprès du
Gouvernement Français à un citoyen
américain. Il faut avoir recours à la
voie normale qui est celle de l'Ambassade
Américaine.

Veuillez trouver, ici,
Monsieur, l'expression de mes
distingués sentiments.



Jacques BARDOUX

Monsieur Otto Degener

*received
9/17/59*

24 East 82 Street,
New York City, N. Y.

Dear Senator Young:

I am an American citizen born in Orange, New Jersey, in 1899. I have been a resident of Hawaii since 1922. I taught Botany at the University of Hawaii, was Naturalist of Hawaii National Park, have published five books about Hawaiian plants and a book about the yacht Cheng Ho in Fiji, and have printed scores of smaller articles of purely scientific interest in technical journals. My botanical discoveries are scattered in Museums and educational institutions - including the Smithsonian - throughout the world. In my chosen field I am respected and well known; and I hold several University degrees.

there. He was to return about six weeks later with French commodities purchased from the proceeds of the sale of the sale of the American merchant

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the news in Tahiti (as he had in Hawaii in my time) that he is the friend of Bertrand, the "uncrowned king" of the French Foreign Service, and of the late Maréchal Pétain, thus impressing the Governor, the Court, local officials and prospective victims for his tricky schemes. Your suggestion that I go to Court against deBisschop is not good advice at all.

In your last paragraph you state that the Government of France is not responsible for the Cheng Ho swindle because this is of a strictly commercial and private nature. This statement of yours shows that we two are in agreement. It is about the same as saying that the French Government is responsible if the case is not of a strictly commercial and private nature. Had you taken the time to read my previous letters fully, you would have been convinced that this swindle is not of a commercial and private nature but is the result of conspiracy and fraud by which past and present French Government Officials are preventing me from gaining my assets. That is why I demand approximately \$63,000 from the French Government unless the Cheng Ho is returned to me as by contract of Dec. 7. I shall not repeat details of previous letters but merely list illegal governmental interference:

1. Ex-Consul deBisschop fraudulently registering the Cheng Ho under the French flag, thus committing a breach of contract as my option requires no incumbrances - by putting the vessel under the French flag he cleverly prevents me from owning more than 49% or stealing more than half the vessel from me.
2. Fraudulent registration and ownership committed in the "Office of the Governor of Tahiti."
3. Governor of Tahiti, where my assets lie, or Consul in California refusing me a visa to enter the islands to attend to the collection of my assets held by the ex-Consul deBisschop, a confidant of M. Bertrand.

As mentioned before, an American has no chance for a just verdict against a friend of Bertrand and Pétain in a Papeete Court. Furthermore, an attorney on the contingency basis would want a fee equal to one third of the Cheng Ho's value, or \$20,000. I see no purpose in squandering such sums. I have great faith in the sense of justice of the average American and Frenchman. Acquaint enough of them of the swindle and I am sure the injustice will be corrected. With this in mind I started last April to write chiefly to the Deputés of the Assemblée Nationale, letting them try to correct the fraud before I complain to members of Congress en masse. My plea is bringing results:

1. June 12 the Governor of Tahiti by cable granted me a visa to visit his islands for three months - I shall not go as it believe it wiser to remain near the State Department in Washington whom are interested in this case.
2. The Governor now permits me to form a new Cheng Ho company provided I pay \$15,000 cash. For this cash, I am to own 49% of the stock and allow a Frenchman to own 51%. The objections here, which however we may be able to iron out, are that,
 - a. I am deprived of more than half the ownership of my vessel, contrary to my contract of July 7.
 - b. I lose controlling interest.
 - c. I am expected to pay \$15,000 to deBisschop faction when this man is delinquent \$3500 to me, and has wantonly and contrary to contract ripped out cabins, sold motor launches, and otherwise damaged the vessel far in excess of \$15,000.

Because of these factors and my justifiable suspicion of shady business methods in far off Tahiti, I shall not send \$15,000 in escrow to that rascal. Instead, to show my good faith, since May 31, 1952, I have kept with

11 the very reliable Commercial Bankers C. A. Auffmordt & Co., of New York City TWICE that amount in cash, to be exact \$30,680.33. Evidence of my action is enclosed. May I request your informing Gouverneur Pétition of this fact? An appraisal of the Cheng Ho will show that the deBisschop faction owes me much more in debts and damages than the \$15,000. In fact, deBisschop damaged the vessel to the extent of \$15,000 during his very first 8 months in Tahiti!

12 You may be surprised that I do not simply pay \$15,000 and take back the 'Cheng Ho but instead that I dropped all work in April and traveled from Hawaii to Washington, D.C. Also, that I have arranged to fly to Paris this August to see the American Ambassador if need be. The explanation is simple. 13 I am a retired teacher and resent being swindled. Thus I would rather spend \$15,000 acquainting the world of this wrong than pay this sum to the swindler deBisschop. If the officials and others in Tahiti attempt to continue to swindle me, I shall continue my fight for \$60,000 damages by:

14 1. Writing articles about the Cheng Ho case for magazines - my first attempt to "Esquire" failed but by such experience I can improve my article for acceptance by other publications.

15 2. Writing to members of my Congress, as listed in the Official Congressional Directory of 1952.

3. Writing protests, as a Federal tax payer, for any further gifts of money or largesse to France until she has put her house in Tahiti in order. (Incidentally I am sorry that your own Consular House harbors a "naughty", disobedient member.)

Yours sincerely,

stedt never made any translations at all even though he has pocketed our \$150. A just trial for an American in a Tahiti Court is impossible.

16. deBisschop, a ne'er-do-well with practically no assets except control of the Cheng Ho until July 1952, has allowed the vessel, built of costly teak and camphor woods, to deteriorate in a wanton manner. He has kept her in the water continuously for over a year; allowed shipworms to bore into her hull. Caulking will never make good such fundamental damage. He had her pile up on the reef in December, causing additional serious damage. He has torn out the interior, making the vessel one vast shell of a hold! This man, who cannot even pay the yearly interest on the \$3,000 loan, cannot possibly make good such damage and replace the teak and camphor woods parts he had removed to sell or give away. By putting the Cheng Ho under the French flag, deBisschop cleverly violates my option contract and prevents me, an American, from owning more than 49% of the vessel by French law.

17. To collect the debt for myself and other injured stockholders, to botarize and to untangle the Cheng Ho swindle, I last December requested visas to visit Tonga, New Caledonia and Tahiti. A visa has been granted me for one by the Kingdom of Tonga for six months. A visa has been granted me for one year to visit the French Colony of New Caledonia (where I have no assets to collect). But where I have a vessel originally appraised at \$75,000 and where a former French Consul owes me and other Americans approximately \$3,000 cash, my request to the Governor of Tahiti for permission to visit his islands "has not been granted." A remarkable coincidence.

This is not a simple case where one single French private citizen swindles one single American private citizen. Is it not rather a conspiracy involving past and present French Government Officials continuing to swindle a group of American citizens? The leader is the twice deported French ex-Consul deBisschop with a prison record. "Due to a clerical error in the Office of the Governor of Tahiti" the Cheng Ho was registered fraudulently as the Frenchman's property under the French flag when she belonged rightfully to an American company, thus automatically robbing me, an American, of the right to own more than 49% of the vessel when my option contract calls for full ownership. Then perhaps the same ex-Consul or some interested associate on the Governor's Privy Council, exerts his influence to sabotage me (representing other American citizens as well) from visiting Tahiti to better fight for justice. What I think of the French attorney Hoppenstedt who was engaged to represent us Americans and accept \$150, I shall keep to myself. It is significant also that the French Consulate in San Francisco, from which my visa for Tahiti should come, is closely associated with the French Consulate in Los Angeles where Consul Raoul Bertrand, a close friend of ex-Consul deBisschop, is stationed.

As a Territorial tax payer of Hawaii, I have written my complaint to Delegate Joseph Farrington; as a Federal tax payer I am writing to you and some of your colleagues. Because of the unjust treatment accorded me and other Americans in the Pacific, I protest sending any more funds to France until she puts her house in order, respects us and honors contracts made between her citizens and those of the U.S. I also request that France,

1. Immediately pay me and other injured stockholders approximately \$3,000, plus interest.
2. July 1952 pay me sixty thousand dollars (\$60,000), which sum represents the original appraised value (\$75,000) of the unique teak and camphor woods Cheng Ho less the \$15,000 I contracted to pay for her return unincumbered.

Sincerely,

May 26, 1952

Mr. Otto Degener,
c/o Miss Irma Degener,
24 East 82nd Street,
New York City, N. Y.

Dear Otto:

Mr. Irving Pecker informed me today that he had just received a letter from Jean de Lagarde, now French Consul at New York. de Lagarde said that although the terms of your contract regarding the Cheng Ho seemed a bit Draconian, he did not have the same regard for de Bisschop as Raoul Bertrand. de Lagarde said that he would take every action possible to assure your obtaining a visa.

I thought you would want to have the information.
My best regards.

Sincerely yours,

Winston C. Ingman

WCI:gy

ASSEMBLÉE NATIONALE

RÉPUBLIQUE FRANÇAISE

LIBERTÉ - ÉGALITÉ - FRATERNITÉ

Secrétariat de Mr. Pouvanaa

Député des E.F.O.

PARIS, LE 26 Mai 1952.

Otto Degener

Waiahua, Oahu (Hawaii) U.S.A.

Cher Monsieur,

Nous avons pris connaissance de votre lettre du 20 Avril, 1952- adressée à Monsieur Pupat député de la Loire et qui l'a communiquée au Secrétariat de Monsieur Pouvanaa député des E.F.O., son collègue du groupe paysan, actuellement à Tahiti, sur les vicissitudes du yacht " Cheng Ho ".

Nous en classons pour l'instant le double dans nos archives.: vous comprendrez combien il nous est délicat en cours de campagne électorale de faire état des plaintes même justifiées d'un ami bien intentionné - mais étranger - contre des compatriotes- même nos adversaires politiques.

Vous êtes très sévère ^{Pour} ~~contre~~ les Français auxquels vous croyez avoir eu affaire. Sur certains d'entre eux, nous aurions encore plus que vous matière à nous plaindre mais, précisément si nous sommes d'accord avec vous pour les considérer comme des forbans, vous voudrez bien reconnaître avec nous que ce sont plutôt les agents d'une certaine politique dans le Pacifique. Comme il y a un siècle, les U.S.A. favoriseraient l'établissement de la France, nos bons rapports continus gênent les trafics de ces singuliers citoyens français - et même

... étrangers - qui s'arrogent le monopole de leurs " Iles de la Société ".

Elément permanent alors que les fonctionnaires Métropolitains passent, ils n'ont abusé que trop longtemps tout le monde : leur parenté tahitienne parfois en imposait à l'Administration locale et jusqu'en France, et leur a permis de dépouiller impunément leurs compatriotes autochtones; leur réputation de seuls " bons Français " garantie par le Gouvernement Français et ses Alliés, nous déshonore trop souvent aux regards de l'étranger et exaspère les purs Tahitiens, si elle fait sourire les métropolitains avertis.

Vous trouverez aussi des excuses aux maladroits de l'Administration dont la bonne foi a été si souvent surprise par ses conseillers habituels. En fait elle empêchait la venue et la fixation des meilleurs éléments français, quand elle ne les expulsait pas, sous prétexte de protéger "l'indigène" et en même temps elle introduisait les Asiatiques en masse. Parmi les affaires étrangères qui se proposaient, la venue des ressortissants semble obéir à une règle secrète mais il est évident que la proportion d'indésirables autorisée était scandaleuse. Quand on songe que des bootlegger dont la tête était mise à prix avaient leurs entrées au Gouvernement parce que leur honorable commerce assurait, par les droits de douane, l'équilibre du budget; qu'ils disposaient à terre d'un poste de T.S.F. plus puissant que celui de la Colonie pendant qu'il était interdit aux citoyens français d'équiper leurs goëlettes, et quand on constate que les mêmes ou à peu près, sont toujours en place, que l'arbitraire à leur dévotion essaie de tourner même la Constitution pour durer encore, l'aventure du " Cheng Ho " s'insère tout naturellement dans cette suite d'infâmies qu'il n'est pas juste de mettre au seul compte de la France dans ce coin du Pacifique et que les électeurs tahitiens se promettent de faire cesser au plus tôt.

Vous Américains, non prévenus - car heureusement et de plus en plus les Américains ont compris - vous vous laissez encore abuser par des

.... Anglo-Saxons dont le business est la seule religion. Une même langue crée évidemment des sympathies immédiates et vous vous ruez sur ces inter-prètes tout désignés auprès des autorités françaises; mais qui plus souvent agissent par l'intermédiaire d'hommes de paille, que vous pouvez toujours poursuivre et qui sont financés par des Chinois invisibles. Tout une littérature aussi et le cinéma vous représentent un Tahiti sans la France et où les rares français sont au surplus des suspects communistes et où les indigènes sont viciés par la politique française qui aurait peut-être dû imiter les " réserves " voisines. Lorsque vous êtes victimes éloignées de convicts évadés des bagnes d'Australie, de déserteurs de tous les pays de " casiers judiciaires " auxquels vous aviez donné une chance, pourquoi vous en prendriez vous à des fonctionnaires métropolitains souvent plus nouveaux venus dans le pays que vous, et qui, au surplus croient vous honorer en allant au devant des indications de vos amis de prédilection dont certains se sont bien gardés de se faire naturaliser français ?

Pour nous Français, Tahitiens ou de France, l'Administration n'a pas à se gêner, hélas, et les étrangers - pas tous - ne se réjouissent que trop souvent de l'éviction de Français par des Français et de brimades aux Tahitiens en fait par la France mais aux ordres d'intérêts anti-français de toujours.

S'il ne s'agissait que de recherches scientifiques désintéressées, vous seriez plutôt le bienvenu, non pas parce que la science n'a pas de Patrie mais parce que les mêmes seraient enchantés une fois de plus de marquer une carence de la France. Mais vous prétendez prendre du frêt commerc^{er} peut-être? Alors la loi du gang en place a joué : avec le prétexte de protectionnisme, de prestige du pavillon etc.... il y aurait à parier que vous avez été patriotiquement représenté comme espion. Dites vous alors que vous avez de la chance d'être Américain, mais que ce serait combler les vœux de nos adversaires eux les vrais anti-français de toujours, que de nous entraîner dans des démarches qu'ils dénonceraient à Paris comme séparatistes toujours, et pro- U.S.A. cette fois, qui n'est pas la première

.... car suivant les besoins de leurs mauvaise cause ils nous représentent soit comme pro-communistes ou pro-américains ou japonais ou chinois ou prussiens, ce qui est toujours plaisant quand on connaît leurs pédigrée.

Amicalement nous vous conseillerions de porter encore plainte auprès du Procureur de la République dans les E.F.O. et de changer d'avocat, mais là encore faites attention et demain avant d'engager des partenaires quels qu'ils soient assurez vous de leur passé si non de leur casier judiciaire si vous ne tenez pas simplement à changer de pirates...

Malheureusement vous n'avez plus de consul des U.S.A. depuis 1948 et devriez savoir pourquoi. La vraie raison est d' permettre ce genre d'exaction dont vous êtes victime, mais le prétexte officiel est que le consulat des U.S.A. à Papeete était trop souvent sollicité par des Tahitiens naïfs - persuadés avec quelque apparence - que le " Consulate " était toujours plus puissant que le gouvernement de la Colonie. Mais il y a " Consulate " et " Consulate " et ces braves Tahitiens après les événements de la dernière guerre avaient crû qu'ils avaient le droit de préférer le vôtre, d'autant qu'il leur avait été promis solennellement la double nationalité de part et d'autre.

Quelle est la responsabilité de la France Metropolitaine dans ce côté du Pacifique pendant ces années alors que les Anglo-Saxons ont permis - pour le moins - l'enfermement de français honnêtes et accordé toutes facilités d'accès à des aventuriers sans scrupules et leur considération aux ennemis de toujours de l'influence française ? (et du commerce bien entendu).

Hélas nous ne voyons que trop qu'un fonctionnaire de Vichy rejoint des amis de Londres pour vous permettre d'affirmer que tous ces français d'Océanie sont malhonnêtes. Il y a pourtant à Tahiti des français qui rendent hommage à la correction américaine - et réciproquement - sans les aduler et sans essayer de leur soustraire de l'argent, puisque vous parlez

.... d'entente amicale pourquoi vos amis fixés à Tahiti et vos relations d'Amerique ne demandent-ils le rétablissement du consulat des U.S.A. à Papeete et pourquoi ne le confieraient-ils pas cette fois à un agent consulaire qui serait français et qui ne s'occuperait pas d'affaires commerciales (pour son compte) ? cela arrangerait bien des choses.

De même dans vos journaux et magazines il importerait de ne pas vous fier uniquement aux renseignements contrôlés par le mensuel des îles de l'Océanie qui n'a jamais caché sa volonté d'oviction de la France et toujours prétendu dicter leur conduite à nos gouverneurs.

Il y a également quelques faits troublants qui ne semblent pas avoir ému votre opinion : tous les journalistes et romanciers toujours accueillis par les mêmes dès leur arrivée à Papeete répètent inlassablement les mêmes légendes illusoires et refusent tout sérieux aux Tahitiens pour leur contester ainsi l'exercice de leurs droits civiques et éluder leurs griefs dont le principal est le vol de leurs terres. Mais pas un de ces historiens consciencieux ne rappelle ni l'incendie des archives de Sydney en 1917 ni la destruction des archives à Nouméa et à Papeete en 1940 et 1941, ces archives de l'Océanie française que, paraît-il il importait de soustraire pour des raisons patriotiques aux Huns et aux Japs, comprenaient les titres de propriété, les casiers judiciaires et ⁿⁱ ^{bien} d'autres choses ! ...

Vous comprenez combien l'Administration locale actuelle est excusable d'ignorer le passé et de s'appuyer de préférence sur ceux qu'elle a trouvés couverts d'honneurs et de considération et, de relations commerciales plutôt que sur ceux qui étaient en prison pendant que nos Alliés Anglo-Saxons avaient le contrôle du Pacifique-Sud.

Nous ne prenons pas à la légère votre affaire et croyez bien que nous la suivrons de près en demandant d'autres explications par ailleurs.

.....

Vous pouvez publier cette lettre dans la version ci-jointe que je vous propose, mais si elle vous paraît douteuse rappelez vous alors au texte français signé.

Veuillez agréer, cher Monsieur, l'assurance de mes sentiments distingués.

Docteur J. Florisson.
Groupe paysan et d'Union Sociale
BUREAU 67
ASSEMBLÉE NATIONALE



WINSTON C. INGMAN
ATTORNEY AT LAW
566 ALEXANDER YOUNG BUILDING
HONOLULU, HAWAII
PHONE 5.5918

May 26, 1952

Mr. Otto Degener,
c/o Miss Irma Degener,
24 East 82nd Street,
New York City, N. Y.

Dear Otto:

Mr. Irving Pecker informed me today that he had just received a letter from Jean de Lagarde, now French Consul at New York. de Lagarde said that although the terms of your contract regarding the Cheng Ho seemed a bit Draconian, he did not have the same regard for de Bisschop as Raoul Bertrand. de Lagarde said that he would take every action possible to assure your obtaining a visa.

I thought you would want to have the information.
My best regards.

Sincerely yours,

Winston C. Ingman

Winston C. Ingman

WCI:gy

GD/gd

CONSULAT GÉNÉRAL DE FRANCE
À SAN FRANCISCO

740 TAYLOR STREET

TÉLÉPHONE TUXEDO 5-0771

May 26, 1952

PRIERE DE RAPPELER LE NUMÉRO } A III/ A 56 - /503
IN REPLYING REFER TO NUMBER }

Mr. Otto Degener
c/o Miss Irma Degener
24 East 82nd Street
New York 21, New York

Dear Mr. Degener:

Further to your letter dated May 21st, and in compliance with your request, I am mailing your passport to the New York address of Miss Irma Degener.

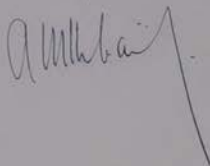
I confirm you that you may enter France for three months merely upon presentation of your valid national passport to the inspectors at the port of arrival.

I am also returning your check for \$ 8.00 since it appears that you have postponed your voyage to New Caledonia. Whenever you decide to go there within the limit of one year from the date of the visa authorization (21 January 1952), you just have to send your passport to this Consulate General with a new check for the same amount.

Yours truly,

Enc. 1 passport
1 check for \$ 8.00

The Acting Consul General



DEPARTMENT OF STATE
WASHINGTON



In reply refer to
DS 951.537/4-2852

May 26, 1952.

Mr. Otto Degener,
Makawoo, Maui,
Territory of Hawaii.

CORRECTED COPY

Reference: Your letter of April 28, 1952, with its enclosure.

Enclosure(s):

Remarks: Your letter with its enclosure has been noted and
made of record.

Papeete May 28, 1952

Dear friend

I wrote you a letter saying that I have engaged two lawyers Maïtes Guilpain Vitry to take over the "Cheng Ho" case.

We cannot hold the vessel for your debt of \$3000. as it will cost us lots of money to tie the vessel up.

The best thing we have is the Option ~~you~~ have, I had the option (copy) translated, and I am enclosing a copy for you in French.

I am working hard on the case: Now you have sent me the names of the creditors amounting to \$7000.00 and they are willing to accept payments from profits gained from the chartering of the vessel, this meets my approval - I will meet the rest, and your \$3000 -. The rest will see, and I am looking for the 7 of July for action

Aloha niu niu loa Oscar

Papeete May 28, 1952

Dear friend

As soon as I am in position of the "Cheng Ho" July 7, 1952, I will send you all wire.

The "Cheng Ho" returned last week from her regular trade to the island and she looked as if tired, they did overwork her, and I wouldn't advise of taking her away from Tahiti; unless something happens to the contrary.

Ships are plentiful these days and cheap, regardless the strong built, "Cheng Ho" as soon as the vessel is transferred we will talk about forming a company, we will have to retain the French registry and I do not like to have more than you and I in the company.

We cannot do anything, but wait for the day as per your option. I know the authorities are peeved over the letters you have been sending to them. Aloha Oscar

SSE TÉLÉGRAPHIQUE
OCEANIC

BUREAU
D'INFORMATIONS
TOURISTIQUES

SERVICE DE RAVITAILLEMENT MARITIME

MAISON NORDMAN
FOURNISSEUR - SHIPCHANDLER
PAPEETE - TAHITI

May 28, 1952

CABLE ADDRESS
OCEANIC

TOURIST
INFORMATION
BUREAU

Mr. David INGMAN
Attorney at Law
Honolulu, Hawaii T.H.

Rec'd 6/5/52

Dear Mr. Ingman

This will serve to notify you that the " CHENG HO " case is well under way and the Governor himself is taking on the matter seriously.

The affair I had engaged two Lawyers, ~~MILLES~~ Maitres Guilpain and Vitry, but I had to take it away from them for some reason and pass it on to the NOTARY, Monsieur LEJEUNE.

Last night late NOTARY Monsieur le Maitre LEJEUNE, asked me to write to Mr. OTTO DEGENER, that His Excellency GOV. Petitbon, see a favorable ending to the case, and one of his aides made a remark that M.Eric de Bisschop, probably is a crook.

I have written couple letters to Mr. Degener, and addressed to care of Post Master at Honolulu, since he has giving me your address, and that you will forward his mails on to him.

Mr. Eric de Bisschop, has acknowledged receiving a letter from me, informing him of Mr. Degener's decision to execute the option due July 7th, 1952.

I am writing to my Lawyer in Washington, to look up if they had received a demand to the transfer on the " CHENG HO " from american to french.

Also Maitre LEJEUNE, has asked me if Mr. DEGENER, is still contemplating of wanting to come to Tahiti, and that the Governor will consent of him coming to Tahiti.

Reports very unfavorable was spread in Tahiti to the effect that Mr. Degener, was an anti-french, and I had to swear to the contrary, not only that, it is the letters that I turned over to Mr. LEJEUNE, where Mr. Degener proved his capacities.

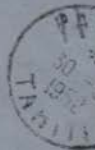
I think not advisable for Mr. Degener to come to Tahiti, unless his present is in demand, as I have the Power of Attorney, and that the Maitre LEJEUNE, the NOTARY is to execute everything pertaining to the case.

I will keep you informed about the case in my next letters.

Very sincerely yours

O.S. Nordman
Oscar G. Nordman

From:
Oscar G. Nordman
Papeete Tahiti



Mr. David INGMAN Esq.
Attorney at Law

Young Building

Honolulu Hawaii

Territory of Hawaii



PAR AVION
BY AIR MAIL

ASSEMBLÉE NATIONALE

RÉPUBLIQUE FRANÇAISE

LIBERTÉ - ÉGALITÉ - FRATERNITÉ

D. CATROUX
Député de Maine & Loire

Angers ~~le 29 Mai 1952~~ le 29 Mai 1952

4, Boulevard Foch

Monsieur Otto DEGENER
Waialua
Oahu
(Hawaii)
U.S.A.

Monsieur,

J'ai transmis votre intéressante lettre à un de mes collègues, membre du bureau du Groupe parlementaire du Rassemblement du Peuple Français et spécialement chargé des problèmes qui intéressent l'Union Française. Il va examiner, avec ses collègues élus par les territoires du Pacifique, la suite qui devra être donnée à l'affaire du "Cheng Ho".

Veuillez agréer, Monsieur l'assurance de mes sentiments les meilleurs.

J. Catroux

*received July 9
1952*

Copy

Papeete, May 30, 1952.
P.S. I have also received
the P.O. receipt.

Dear friend:

THE DODGE HOTEL

I have your two letters dated May 21 & 14, saying that you received mine of the 29th.

I have also received the registered letter containing the inventory and I noted that you wanted to be kept safe. I sent your letters as per your order to David Ingman, Young Building Honolulu, that's before you sent me your New York address.

I have so far a good news to report: some days ago I had to take away all the papers and documents from Maitres Guilpain & Vitry, they seemed to me that they were not willing to take the case on; so I went to see the NOTARY Maître REJELINE, and when he looked some of the documents I had translated, he jumped up - and said this is another swindling affair - and he took these papers to the Governor and yesterday he phone me saying that the Governor himself is taking the matter on, and the Notary, asked me if you are still willing to come to Tahiti, and that the Governor is probably accepts of you coming to Tahiti.

Reports to such that you are an anti-french, caused some anxiety among the officials especially the Governor, but the latter never stopped you from coming it is the San Francisco French Consul that refused you visa, and I had to go swear that you were not an anti french. This is the last word, I got from the Notary - say nothing and wait - he may send a convocation for Eric de Busschops, to come to Tahiti.

As you are in New York, I wish you call on my niece Mrs France Chapman, 30 Beekman Place, N.Y. I will write her, that you are to call on her. I wrote and asked Lawyer Dwight, if de Busschops had been authority to transfer the "Chap Ho" from

American to French, and find this out from the
State Dept, and wire me, - advisable for you to
call on M. Dwight Taylor, and when I get the
wire saying "No authorisation for transfer flag"
I will show it to the Notary.

This is my idea: my the "Cheung Ho" is handed to me,
acting on your behalf as agent - I will ask, that the
vessel should be inspected for signs of her original state
as per your option - 7th of July 1947.

When found to the contrary, I will ask that the
\$15,000 should be reduced - Regarding the claims
of M. David Ingman's clients in Honolulu, that
they are willing to accept payments from the
profits of the "Cheung Ho's" new company -

This I will ask you to tell M. David Ingman
to wait, how the case turns up, when the
governor and the Notary gets through with
it. I want you to bare in mind that I
have been working hard lately on
this affair, and pray God, that the end
is not far

Aloha,

Oscar

H. J. Pourroux

ASSEMBLÉE NATIONALE

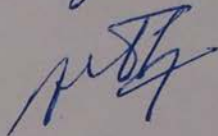
Secrétariat de
M. Pourroux

PARIS, LE

31 mai 1952

P. S. La traduction
annoncée n'ayant pu être
achevée à ce jour, je
m'excuse de ne vous adresser
que notre réponse en français

Groupe paysan et d'Union Sociale
BUREAU 57
ASSEMBLÉE NATIONALE



Copy dated (June) to % Permanent address: 24 East 82 St.,
for Tahiti, (June) to M. Rejume (a Notary), New York, N.Y.
(July) Rejume, *Chaf des Affaires Politiques*, (June) June 1952.
Gallois, (July) Capt. Louis Carlson,
Modified form to Cheung Ho Co, Papeete, Tahiti July 7; also to La
Presse July 7, *Cap. Georges Daily* July 7, *un. det.* July 7, E. Carlson July 7,
Gallois July 7.
THE DODGE HOTEL
WASHINGTON 1, D.C.

Cheung Ho Trading & Exploring Co., Ltd.,
Capt. Eric de Bisschop, one of its shareholders.
Tahiti, French Oceania.

Dear Eric:

I wish to remind the Company and you of the stock option contract executed July 7, 1947, between the Company and me, and recorded in the Bureau of Conveyances, Terr. of Hawaii, in Liber 2156 on pages 247-249 (Doc. No. 51,394). I am taking up my option regarding the purchase of the Cheung Ho "together with her engines, machinery, masts, boats, anchors, cables, tackle, furniture and all other necessities thereunto appertaining and belonging on board and free of all fees, claims, taxes and incumbrances of any nature whatsoever" for the \$15,000 agreed upon.

Incidentally, please remember you and/or the Company owe me and some of my friends (some of whose rights I possess) roughly \$7,500.00 in I. O. U.s and other legal instruments, and that the appraised value in the first 8 months under your stewardship of the Cheung Ho declined \$15,000.00.

I saw your wife Constance at the Honolulu Post Office a couple of months ago. She seemed well, but homesome and asked about you. I told her it would no longer be difficult for her to reach Tahiti. Daughter Yolanda is an honor student at the University of Hawaii. I am in Washington now to prepare to ask for \$60,000 damages from the Colonial Government in case any members continue their attempt to sabotage my rights regarding the Cheung Ho. I have been spending some time with M. D. Spout of your Government, with the State Department, and with Delegate Farrington.

Aloha,

Otto Segener

MARCEL LEJEUNE

LICENCIÉ DE
DROIT
NOTAIRE

Papeete, Tahiti

Papeete le 11 Juin 1952

Monsieur Oscar G. Nordman

PAPEETE

Cher Monsieur

Après l'examen des divers documents que vous avez bien voulu me confier concernant l'affaire CHENG HO, voici les observations qu'il m'a été permis de faire.

Lorsqu'en 1947 le CHENG HO a été vendu ou apporté par Monsieur DEGENER à la Société CHENG HO TRADING AND EXPLORING COMPANY LIMITED, cette vente ou cet apport était fait sous la réserve que Monsieur DEGENER ait la faculté de racheter le bateau dans le délai de cinq ans moyennant 15000 dollars.

Si ultérieurement Monsieur de BISCHOP, au moyen d'une indelicatessse de sa part, a réussi à duper l'Administration française, et a obtenu la francisation du bateau à son nom, il ne peut posséder sur ce bateau plus de droits qui n'en avait la Société, et par conséquent, l'option réservée par Monsieur DEGENER lui est opposable.

Deux questions essentielles se posent :

D'abord, la francisation est-elle régulière ? Vraisemblablement non, à moins que Monsieur de Bischoff au nom de la Société CHENG HO TRADING AND EXPLORING COMPANY LIMITED ait transféré la propriété du bateau à son propre nom au moyen d'un acte de mutation passé en Territoire français.

L'examen du dossier de francisation et de tous autres documents dont Monsieur de Bischoff doit être détenteur, comme prétendu propriétaire du bateau, doit permettre de répondre à cette première question.

En second lieu, à qui doit-on notifier la décision de Monsieur DEGENER de lever l'option qu'il s'était réservée en 1947 ? Sans aucun doute au propriétaire actuel du bateau qui, ainsi que je l'explique plus haut, n'a pu faire entrer ce dernier dans son patrimoine qu'avec toutes les charges dont il était grevé, et notamment la charge de l'option.

Le contrat du 7 Juillet 1947 laisse à Monsieur DEGENER un délai de quinze jours à compter du 7 Juillet 1952 pour notifier sa décision de lever l'option, nous avons par conséquent jusqu'au 22 Juillet 1952 pour éperer cette notification.

Il est regrettable que le contrat du 7 Juillet 1947 ne contienne pas la clause habituelle d'élection de domicile qui permettrait d'envoyer cette notification à un domicile

Rec'd 6/19/52
a.m.

./...

elu precise dans le contrat, alors qu'en l'absence de cette election de domicile la notification devra etre adressee soit au siege de la Societe CHENG HO TRADING AND EXPLORING COMPANY LIMITED, soit au domicile actuel de Monsieur de BISCHOPP.

Or, ce dernier est aux iles Australes ou aucun courrier ne pourra le toucher avant le 22 Juillet prochain.

Pour avoir une connaissance plus complete de cette affaire, j'ai vu Monsieur le Gouverneur PETITBON qui a bien voulu ce matin reunir a son cabinet, en ma presence, le Chef du Service des Douanes, le Chef de Service des Affaires Politiques et Administratives, le Capitaine du Port et Monsieur GALLOIS, actuel affreteur de bateau.

Apres avoir defini moi-meme le probleme a resoudre voici la decision qui a ete prise en vue d'un reglement amiable de ce differend:

1^o - Le chef du Service des Douanes n'ayant pas retrouve dans son dossier de francisation tous les documents lui permettant d'apprécier si cette francisation a ete regulierement operee, a cable a Monsieur de BISCHOPP, en termes tres imperatifs, d'avoir a lui expliquer le nom de la personne a qui ces documents ont ete confies a Papeete. La reponse attendue sous 48 heures nous permettra de savoir en vertu de quoi Monsieur de BISCHOPP est actuellement proprietaire de bateau.

2^o - Si Monsieur de BISCHOPP est, au regard de l'Administration Francaise, considere comme proprietaire du bateau, notification telegraphique lui sera adressee dans le plus bref delai de la decision de Monsieur DEGENER de lever l'option. Le cable signe de Monsieur Oscar NORDMAN en qualite de mandataire de Monsieur DEGENER, sera envoye avec la mention " en main propre " collationnement et accuse de reception ".

3^o - Pour le cas ou Monsieur de BISCHOPP ne serait pas proprietaire du bateau, et pour le cas aussi ou il n'en serait proprietaire qu'en vertu de titres irreguliers, Monsieur DEGENER notifiera lui-meme sa decision de lever l'option a la Societe CHENG HO TRADING AND EXPLORING COMPANY LIMITED DONT LE SIEGE, s'il n'a fait l'objet d'aucun transfert depuis 1947, doit etre toujours a Honolulu.

Au moyen de cette double notification dont l'une sera sans doute inutile, toutes les precautions sont prises pour assurer a Monsieur DEGENER l'exercice de ses droits dans les delais prevus.

4^o - Le bateau CHENG HO etant actuellement sous pavillon francais ne peut devenir la propriete de Monsieur DEGENER, citoyen americain qu'en vertu d'une autorisation speciale du Ministre des Finances. Pour parer a cette difficulte, la Societe que Monsieur DEGENER se propose de fonder avec Monsieur Oscar Nordman sera constituee dans le plus bref delai, et a cet effet Monsieur DEGENER signera la procuration ci-jointe en faisant precéder sa signature des mots " BON POUR POUVOIR ".

Cette Societe pour acquerir la propriete d'un bateau francais devra avoir son siege en territoire francais, et son capital devra appartenir en majorite a ses associes francais.

J'avais pense tout d'abord, a une Societe anonyme dont les actions au porteur pourraient plus facilement circuler de mains en mains. Mais la constitution d'une telle Societe necessite des formalites tres longues, et le delai qui nous est imparti n'oblige a conseiller une forme plus simple, la Societe a responsabilite limitee; sa denomination pourrait etre " NORDMAN DEGENER & CIE ", le capital de l'ordre de 500.000 francs pacifiques, souscrit a raison de 51% en especes par Monsieur NORDMAN, et 49% par Monsieur DEGENER; ce dernier apportera a la Societe le benefice de l'option ou le bateau lui-meme, suivant que l'option sera levee par la Societe ou par Monsieur DEGENER.

La premiere solution me parait d'ailleurs la seule possible puisque, ainsi que je l'ai explique plus haut, le futur proprietaire du bateau devra etre de nationalite francaise.

5.- La Societe NORDMAN DEGENER ET CIE, etant constituee et etant titulaire de l'option dont Monsieur DEGENER aura fait l'apport, le transfert du bateau pourra etre opere ainsi que le prevoit le contrat du 7 Juillet 1947 moyennant le versement de 15000 dollars.

6.- Monsieur DEGENER fait etat de diverses creances d'un montant de 3.000 dollars environ, contre un groupe d'actionnaires de la Societe CHENG HO TRADING AND EXPLORING COMPANY LIMITED, au nombre figure Monsieur de BISCHOPP.

A mon sens, il ne saurait etre question pour lui de retenir ces 3.000 dollars sur les 15.000 qu'il doit pour lever l'option. En effet, le prix de 15.000 dollars est du au proprietaire actuel du bateau, alors que vraisemblablement ce n'est pas ce proprietaire seul qui est debiteur des 3.000 dollars envers Monsieur DEGENER, il ne peut donc y avoir de compensation entre les deux sommes, et deux reglements separes s'imposent.

Pour cette raison, il convient que Monsieur DEGENER verse effectivement les 15.000 dollars. Ne sachant encore exactement a quelle personne physique ou morale ce paiement doit etre fait, et en raison aussi des creances que Monsieur DEGENER aura a faire valoir, je lui conseille d'effectuer le versement entre les mains d'un sequestre en attendant que la situation soit clarifiee. S'il me designe en qualite de sequestre, je lui donne par avance mon acceptation de cette mission.

Le role du sequestre sera de conserver les 15.000 dollars jusqu'a l'apurement de tous les comptes. Il faudra envisager alors pour operer cet apurement, la dissolution de la Societe CHENG HO TRADING AND EXPLORING COMPANY LIMITED, et la repartition de l'actif de cette Societe entre les divers actionnaires apres paiement des dettes sociales et balance des divers comptes que se doivent les actionnaires entre eux, et c'est dans ces comptes que se placera le remboursement des 3.000 dollars dus a Monsieur DEGENER.

... Dans le meme apurement de compte figurera le reglement d'une somme de 500.000 francs reclamee par Monsieur GALLOIS pour travaux de reparation sur le CHENG HO.

En toutes hypothese, et apres l'apurement de tous les comptes, Monsieur DEGENER ayant verse 15.000 dollars, devra recuperer sa creance de 3000 dollars, et le cas echeant, le montant de la depreciation qu'aura subie le CHENG HO depuis 1947, puisque dans le contrat de cette date il a ete stipule que le bateau lui serait restitue dans l'etat ou il se trouvait a l'epoque.

Cet expose vous paraitra peut-etre long et confus, mais il est bien difficile de definir plus simplement une situation aussi complexe.

Et pour resumer, je vous demande :

D'envoyer a Monsieur DEGENER la procuration ci-jointe qu'il me retournera dans le plus bref delai.

De l'inviter a signifier au siege de la Societe CHENG HO TRADING AND EXPLORING COMPANY LIMITED sa decision de lever l'option.

Et de lui reclamer le versement des 15.000 dollars a effectuer a mon compte a la Banque de l'Indo-Chine ou au compte de tout autre sequestre qu'il choisira, et qui devra aussi avoir l'agrement des autres parties en cause.

Je me chargerai de l'accomplissement de toutes autres formalites restant convaincu que cette affaire peut se denouer amiablement sans avoir recours a une decision de justice.

Veuillez agreer, Cher Monsieur, l'assurance de mes sentiments tres devoues.

Signed LEJEUNE

Notary

P.S. Ce matin j'avais parle a Madame Nordman d'une Societe dont le capital plus important. A la reflexion et afin d'eviter des frais inutiles, un capital de 500.000 francs me parait suffisant. Le reglement des 15.000 dollars sera fait par la Societe, non pas au moyen de ses disponibilites, puisqu'elle ne possedera pas de dollars, mais au moyen d'un compte courant qui sera ouvert a Monsieur DEGENER dans la comptabilite sociale.

Signed LEJEUNE

Notary

SPRINGFIELD UNION

SPRINGFIELD, MASS., MONDAY MORNING, JUNE 2, 1952

18 PAGES

Receive Honorary Degrees at UM



Five alumni, distinguished in various endeavors, and the ill Dean William L. Machmer were awarded honorary degrees at the 82d commencement at the University of Massachusetts yesterday. They are, left to right, Frank P. Washburn, Perry, Me., agriculture; Howard Lawton Knight, Westminster, Md., agriculture; Otto Degener, Hawaii, science; Emerson Greenaway, Philadelphia, humane letters; Rev. Albert F. McGuinn, Boston, science. Dean Machmer received his award by telephone to his bedside.

URGES U. S. HEAD BIG ATTACK ON HUMAN MISERY

UM Commencement Speaker Suggests New Attack In Cold War

Amherst, June 1.—A "Human point-four" program to force an attack on world problems of hunger, homelessness, disease and indignity was called for today by Norman Cousins, editor of The Saturday Review of Literature. He spoke at the 82d commencement exercises of the University of Massachusetts.

Mr. Cousins, international relations adviser to the American Broadcasting Co., said "the goal of the American people is a planet congenial to human existence." He called for turning the cold war into a moral crusade that would "reveal and dramatize the conscience of America."

Cousins said, "We would tap our real wealth—human resources. We would recruit on a voluntary basis thousands of doctors, nurses, scientists, technicians, farmers and social workers—an army in the uniform of peace—who would live and work with the people, study local problems and share skills to combat barren soil, outworn methods, famine, malnutrition and disease."

"Whatever the expense of the pro-

Urges U. S. Head

Continued From Page 1

gram," Cousins added, "it is far less expensive than sending Americans in the war uniforms."

President Ralph A. Van Meter conferred six honorary and 643 advanced and baccalaureate degrees.

Dean Honored

Honorary degree recipients included five distinguished alumni and William L. Machmer, for 27 years dean of the university.

The alumni were Frank P. Washburn, '26, Perry, Me., former commissioner of agriculture and state university trustee in Maine, master of agriculture; Emerson Greenaway, '27, librarian, Free Library of Philadelphia, doctor of humane letters; the Rev. Albert F. McGuinn, S. J., '22, chairman of the chemistry depart-

ment, Boston College, doctor of science; Howard Lawton Knight, '22, Westminster, Md., agricultural editor of Webster's dictionary, doctor of agriculture; and Otto Degener, '22, botanical pioneer and Hawaiian naturalist, doctor of science.

Dean Machmer was awarded the honorary doctor of laws degree. The citation was transmitted by telephone to his bedside where he has been confined by illness for the past two weeks.

One hundred and three advanced degrees were awarded to students from 11 states and the District of Columbia, and seven foreign nations including Canada, China, Norway, Chile, Greece, India and Egypt. The group includes 13 doctor of philosophy degrees, 76 master of science, 10 master of arts and four bachelor of landscape architecture degrees.

Five hundred and forty baccalaureate degrees also were conferred. Forty students graduated with honors, including three summa cum laude; 14 magna cum laude and 23 cum laude. Departmental honors went to 35.

Alumni Gold Medals

Earlier, Belding F. Jackson of Belchertown presided at the Annual Academic Activities Breakfast in Draper Hall. Honorary gold medals were awarded to four alumni who distinguished themselves in the extra-curricular field and to Dean Machmer, chairman of the Academic Activities Board since it was founded more than 30 years ago.

Alumni receiving gold academics medals were Edward B. Holland, '22, of Amherst, former yearbook business manager; Edward A. Connell, '23, Stamford, Conn., former editor-in-chief of the Index; Julius Kroeck, '22, Reading, Mass., athlete and artist; and Dr. Charles A. Peters, '27, of Amherst, emeritus professor of chemistry and former vice-president of the Press Club.

The baccalaureate service was held in the Cage at 11 a. m. Dr. Paul Scherer of Union Theological Seminary delivered the sermon. He stated that our society is not Christian, but pointed to the fact that the Jews of biblical times were faced with a similar problem, living in the midst of heathen culture as captives in Egypt and Babylon, "while all the years were filled with the struggle to hold fast their faith in God against the overpowering odds of a surrounding and infiltrating idolatry."

Rev. Sydney Temple, Ph.D., chaplain to Protestant students at the university, delivered the invocation; both the baccalaureate service and a commencement exercises.

1226 N. Havenhurst Drive
Los Angeles 46, Calif.
June 2, 1952

Mr. Otto Degener
PO Box 187
Waialua, Oahu, T. H.

Dear Mr. Degener:

By a very strange
Coincidence Esquire Magazine
sent me your material - (I still
don't know what happened to
mine from Esquire!)

Knowing the anxiety and
suspense that an author
endures I'm sending this
directly on to you rather than
waste precious time in trans-
shipping back to Chicago and
then Oahu -

2

Your report in French fascinated me and after reading the story believe that the tale needs telling.

However, may I suggest a publication with firmer policies, one that throws on giving readers who think, facts instead of fancy?

I'm listing a few that are always interested in the expose type of piece - - -

Collier's Magazine - New York City
The Saturday Evening Post - Philadelphia
The Hearst Chain - New York City
Cosmopolitan -
The American Weekly Magazine, etc. -
The American Mercury
Harper's Magazine

3/ True Magazine - New York City
Look " " " "
Life " " " "

Perhaps, with one of the
above you'll find editors
who really interested in getting
your story told.

May I also suggest that
you have the article in French
translated? Editors don't always
read French and for too often
what they don't understand
they ignore.

Please let me know when
you receive this. I'll ^{let you} know
I know you have your material.
With best wishes,
Suzanne Glendon

Otto Degener Is Recognized As Great Botanist

Otto Degener, botanist of world wide renown, resident of Hawaii, on Sunday was awarded an honorary degree of doctor of science by his alma mater, the University of Massachusetts.

Mr. Degener came to Hawaii in 1922 and earned his master of science degree at the University of Hawaii where he later became an instructor. He left the university to become naturalist for the Hawaii National Park.

Since 1935 he has been collaborator in Hawaiian botany for New York Botanical Gardens.

Mr. Degener has written several books, "Plants of Hawaii National Park," 1930; "Flora Hawaiiensis, or New Illustrated Flora of the Hawaiian Islands" and "Naturalist's South Pacific Expedition: Fiji, 1940" are the best known.

DEGENERIA FAMILY

Mr. Degener is as widely known as an explorer as he is as a naturalist. During his travels he has discovered several plants which are named in his honor and hundreds of plants new to science.

His outstanding discovery is a unique "Tree Buttercup," native to the Fiji Islands. It is so different from anything known before that it now constitutes a plant family of its own, The Degeneria Family.

At the 34th International Flower show held at Grand Central Palace in New York, Mr. Degener was selected as the Outstanding Botanist or Naturalist of the Pacific Islands.

IN POST, MONDAY, JUNE 2, 1952

Urges 'Peace Army' to Aid Peoples of Asia



RECEIVE HONORARY DEGREES

Recipients of honorary degrees at the 82nd commencement exercises of the University of Massachusetts were, top, left to right: Otto Degener, doctor of science, and Frank P. Washburn, master of agriculture. Bottom, left to right: William L. Machmer, dean of the university, and the Rev. Albert E. McGinn, S.J., doctor of science. In centre is Howard Lawton Knight, awarded degree of doctor of agriculture.

AMHERST, June 1—An American "peace army" composed of doctors, nurses, scientists, technicians, farmers and social workers who would live and work with the peoples of Asia and would attack the world problems of hunger, homelessness, disease and indignity was recommended today by Norman Cousins, noted editor. The recommendation was made in the commencement address at the 82d commencement exercises at the University of Massachusetts at which President Ralph A.

Dodge Hotel,
Washington, D.C.,
June 13, 1952.

Dear M. DuPont:

I went to Attorney Dwight Taylor after our meeting. He did not want to take an "international case" but advised me to go to the "French Desk" of the State Department. I am to meet there tomorrow after they have had a little time to study my papers.

I took the liberty to suggest to Mr. McBride that he might possibly get a character sketch about de Bisschop from you ^{whether he will show you or not, I don't know} ~~he would~~ ^{need} ~~be sure~~ ^{by the way}, if you have any doubts about me you could write to my present Director, Dr. ~~Wm~~ J. Robbins, New York Botanical Garden, Bronx Park, New York City; or my former Director, Dr. ~~and~~ E. D. Merrill, Arnold Arboretum, Jamaica Plain, Mass.

My only criminal ~~record~~ ^{since my birth} ~~is~~ ^{has been} parked on the wrong side of the road in Hanalei, Maui, T. Hawaii, two years ago and

with my three companions being fined a
total of \$100 ^{for doing it}. Each of us paid our share —
which amounted to twenty five cents. By
the way, I was not the driver. This crime
is hardly heinous enough to keep me out
of Tahiti, I should think. Nor was it so serious
that it prevented a University from honoring me last Sunday.
I am ^{preserving} ^{you} now (we hope for the
last time) because of the enclosed letter
Oscar Nordman of Tahiti wrote me —
(I am keeping the letter ^{to show to Mr.} ^{McBride tomorrow}) — that ~~de Bisschop~~
"The charter party of the Cheng Ho is a M. Gallin
and a friend of the Governor, and he must
have influenced the Governor against you."
What I ~~request~~ ^{request} you to do, ^{now} simply ~~to~~
write His Excellency ~~the~~ Governor Petition
the confidential truth about ^{Eric} ~~de~~ Bisschop
by airmail. If you break Eric's ^{hypnotic} ^{Cheng Ho} conspiracy
spell over the Governor the entire
may collapse and save scores of
American citizens, and ~~French~~ ^{French} American
and French officials ~~hours~~ ^{time and money} of time and money.
I know airmail to "Papeete, Tahiti"
(French Oceania), will cost about \$100
so please forgive my rudeness in enclosing
that sum right now. I am so eager to
get the facts to M. Petition as quickly
as possible.

Adieu,

Otto Seeger

Permanent address:

24 East 82 St.,
New York, N.Y.
June 4, 1952.

THE DODGE HOTEL
WASHINGTON 1, D.C.

Dear Mr. Haring:

Yesterday morning I talked with Consul Dupont about the Cheng Ho case. He knows of Eric de Bisschop and was surprised that I should have had any business dealings with such an international crook. He did not quite say so, but considers me pretty much of a fool to have done so.

If you are still on the fence, undecided whether I or whether de B. is the swindler, an air mail letter to Mr. Dupont, 2129 Wyoming Ave., Washington, D.C., should help you decide. For that matter why don't you write former Consul Prof. J. O. Beckner University of Hawaii, Honolulu, T.H. I might add that a swindler would hardly be the recipient of an honorary degree in the State of Mass., and be honored by the Class of 27 at the University of Hawaii.

I was agreeably surprised at the broadmindedness of M. Dupont. He expressed the opinion that de Bisschop with his tales of adventure captivated Petain (as he also did me, Petit bou and you!) and that he thus got the Consulship in Hawaii until his past misdeeds caught up with him, when he was summarily dismissed from his post. Dupont then advised me to fight de B. by engaging an attorney, advice I hesitate to take after my experience with the Papseed shyster. At any rate, in the afternoon I had a conference with Mr. McBride of the State Department, leaving my cards, acts and letters - I have yours with me too. These he studied, and then today he introduced me to Mr. Tallman, who took me down to the fourth floor for a buddle with your attorney, a gray-haired man whose name I did not catch.

I protested as hopeless asking you to help with the Cheng Ho case - it is all very nice offering to help me enter Taiti where I would not dare go for fear of being "liquidated" by any one of half a dozen French Government Officials should I wander off the beaten track to obtain a visa. A mere bagatelle to getting back my Cheng Ho's
225 \$60,000 value

but they advised me to ask you anyway. Hence, I again ask you, not to bother getting me a visa to enter Tahiti, but 1) to collect the \$3,000 + debt owing me (and the others I represent) and 2) return of the Cheug Ho without incumbrances (the ~~flag~~ ^{flag} is such) and in the condition I turned her over to the Company about five years ago or, if the Cheug Ho Trading & Exploring Co. (almost synonymous with Eric de Bressac's himself) fails to do so, \$60,000 damages from (I guess) the Colonial Government as its local officials are in cahoots with de B. against me. Naturally, the State Department did not make any but general recommendations that I ask for your aid again. And they did so after I told them I wanted ~~not~~ to stay out of Tahiti & escape possible assassination. The above details are my own.

My tomorrow Mr. Tallman will have consulted with Mr. Dupont about de B., and I am to phone Tallman at 4537, but I don't presently know whether this is an extension number of the State Dept. building or not. The phone book will help me. You can push the Cheug Ho case efficiently in the South Seas while I shall push it here in the States. I shall be in New York by Monday and will then have more photo-lithoprints made - perhaps 500 copies - of the 1) Contract, 2) of a couple of French Consul "visa" letters, 3) of Cheug Ho newspaper clippings, and 4) of the 3-4 page letter I have sent to a dozen or so Congressmen like Mr. Ferguson. This letter, however, I shall take the liberty of modifying with an added paragraph stating that Mr. Philip Haring American Consul stationed in Noumea and in charge of American problems in Tahiti, is presently working out the case there while I request the reader (the Senator or Representative to whom I am writing) to help me with the French Ambassador here and the French Government in Paris. I am bringing your name before the biggest number of VIPs (provided they read my little or most people do if they deal with Hawaii) in Washington as possible! If you courageously succeed in protecting Americans (me & the others) who are under your wing seeking protection from this international awn-der (and I don't see why it is not your official duty anyway) you will add another feather to your diplomatic cap. The more difficult the problem, the greater your reputation. Many of these men in Washington will be watching for your success and ~~perhaps~~ ^{perhaps} I shall send out progress reports - certainly to Farrington, the State Dept. I can see now from Mr. Ferguson's letter that my request to cut cash handouts to France is unjust when she is committed to do something in return. I shall omit that and merely ask our statesmen to bring the Cheug Ho case before the French Government.

In closing, I wish you speedy success with the Cheug Ho baby the State Dept. adroitly got me to drop in your lap. I visualize you sailing by means of the Cheug Ho case to one of the most important assignments in the Foreign Service. Without the Cheug Ho, you might remain for years in the cul-de-sac of French Oceania & the years.

Otto Degener, Authority On Isle Flora, Honored

A signal honor was accorded Otto Degener, widely recognized authority on Hawaiian flora, when he received the honorary degree of doctor of science by his alma mater, the University of Massachusetts, formerly Massachusetts State college at Amherst Sunday.

Mr. Degener, botanical explorer and writer, is widely known in Hawaii. He was born in Orange, N. J., May 13, 1899, received his early education in Trinity and Collegiate schools in New York, earned the bachelor of science degree in 1922 at Massachusetts State college and his master of science degree at the University of Hawaii in 1923.

Post-graduate work was done by Mr. Degener at Woods Hole, Mass., the New York Botanical Gardens and at Columbia university.

MR. DEGENER first came to Hawaii in 1922 as a tourist and student of tropical botany. From 1925-27, he served as botany instructor at the University of Hawaii later accepting the post of naturalist at Hawaii National Park.

Since 1935, Mr. Degener has been collaborator in Hawaiian botany for the New York Botanical Gardens.

He is the author of "Plants of Hawaii National Park with Descriptions of Ancient Hawaiian Customs and an Introduction to the Geologic History of the Is-

lands," "Flora - Hawaiiensis or the New Illustrated Flora of the Hawaiian Islands," now in four volumes; "Naturalist's South Pacific Expedition: Fiji," and numerous technical papers.

MR. DEGENER was botanist on the Archbold expedition to Melanesia in 1940, and in 1947 purchased the 99-foot teak and camphor wood junk yacht, "The Cheng Ho."

He organized the Cheng Ho Trading & Exploring Co., Inc., in Honolulu the year he purchased the yacht, and it will be recalled that much litigation followed when the Cheng Ho's captain, a former Vichy-Fren consul in Honolulu, registered the vessel in his name in Tahiti, when the craft actually belonged to the dozen stockholders of the company, most of them American citizens. Final ownership of the Cheng-Ho is still in dispute.

Since 1922, Mr. Degener has distributed for safe keeping and study more than 200,000 sheets of herbarium specimens to museums and educational institutions throughout the world.

DISCOVERER of hundreds of plants new to science, scores have been named in his honor. His outstanding discovery is a unique tree buttercup, native to the Fiji islands and so different from any previously known that it now constitutes a plant family of its own, equivalent in rank to the grass, magnolia or orchid family and now known as the Degeneria family.

At the 34th International Flower show held in Grand Central Palace in New York, Mr. Degener was selected as the "outstanding botanist or naturalist of the Pacific Islands."

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this receipt in case of injury or application for indemnity.

(Name of addressee)

(P. O. and State of address)

Permanent address: 24 East 82 St.,
New York, N. Y.
June 6, 1952.

THE DODGE HOTEL
WASHINGTON 1, D.C.

Dear Sirs:

You may remember I wrote you a month or two ago from the Hawaiian Islands how Capt. Eric de Bisschop, former French Consul in Honolulu, and other French Government Officials in Tahiti, are cheating me and other American citizens. The swindle involves the 98 ft. long leak & campshole wood vessel "Cheug Ho." I sent you a copy of my option contract and various photolitho printed copies of letters and newspaper clippings.

I am now in Washington to fight this "battle" here and feel you should know of developments.

Thanks to Mr. Farrington, Delegate to Congress from Hawaii, I had a meeting with French Consul Dupont, 2129 Wyoming Ave., Washington, D.C. He fortunately knows Capt. Eric de Bisschop and about his past swindles. Mr. Dupont was very kind and helpful. Should you have any doubts about de Bisschop, I would suggest your asking Mr. Dupont.

The "French Desk" (Mr. Tallman) of the State Department is kindly helping, but naturally I shall leave it up to you to get the details from Mr. Tallman yourself if you wish.

I am no lawyer, but I imagine de Bisschop's registering the Cheug Ho under the French flag violates my option contract; it is an "incumbrance" that cleverly prevents me (when my option matures) from owning more than 49% of the vessel. de Bisschop or some other Frenchman must have 51%, which from a practical standpoint makes me nothing but a helpless

figurehead

I am mailing your letters I received from Mr. Oscar Nordman, resident of Tahiti, concerning what he has observed regarding the Cheung Ho situation. From my experience with the French lawyer Henri Hoppens it you can see it is hopeless going to a French Court for justice. They would merely whitewash de Bisschop and allies' swindle. Please read the letters, and some day return them to ^{me for} my files.

When I have exhausted possibilities of fighting here, I plan to go to Paris to consult with you unless I write beforehand.

I think if you do not help the French government to put de Bisschop out of circulation, he with his good command of English will continue to prey on Americans. Your problem of helping me and friends would just be a beginning as his success emboldens him.

Aloha,

Otto Segeuer

Permanent address: 24 East 82 St.,
New York, N. Y.
Friday P. M.

copy

THE DODGE HOTEL
WASHINGTON 1, D. C.

Dear Mr. Tallman:
On my return from visiting friends at the Smiths
~~My sister just mailed me the enclosed~~ ^{which my sister had forwarded}
letter from Oscar [Nordman]. ^{awaiting me} It is il-
luminating and you certainly should
read it, even though it is nothing
official.

I think my "equa-ling" is bringing
results. Some people were no doubt
honestly prejudiced against me, and
reading the contracts has ~~won~~ ^{won} them
over. Others were no doubt ~~completely~~ ^{outright}
dishonest and now find it convenient
to jump on the band wagon. The
mere fact that I am in Washington
to see the State Department scares
such people ^{from joining} to join Le Bisschop
in swindling us Americans.

Tomorrow morning I shall leave
for New York, and Sunday I shall
eat dinner with nephew and

bride.

Thanks lots for your help. I think when Tahiti receives your questions ^{regarding ~~the~~ the reason for my disbarment} there will be a denouement of the entire affaire Chey Ho.

I dined with Mrs. Archbold last night, and she ^{offered} ~~promised~~ to make an appointment ^{for} ~~with~~ me with the French Ambassador. I declined.

Mr. Dupont seems eminently fair so why hurt his feelings by going over his head? Perhaps she ^{perhaps she} ~~perhaps she~~ ^{learned of Nordmann's letter} ~~learned of Nordmann's letter~~ ^{the contents of Nordmann's letter} ~~the contents of Nordmann's letter~~ It is ~~so~~ silly to say I am anti-french. ~~the~~ I am merely anti-Frenchman de Bisschof.

Aloha,

Otto Segeuer

24 East 82 St.,
New York, N. Y.
June 7, 1952.

Dear Winn:

Is it not true that information bet.
Christ & attorney is to be kept strictly
confidential? Well, I think Dave
dashed off to the States to avoid walk-
ing the floor nights with a baby.
What's your guess?

I can't let Dave read above this
line but he can read anything below.
I just got back this P.M., from
Washington where, fortunately, my
sister mailed me your letters. Mr.
Garrington arranged an interview
with Consul Dupont of Washington,
D.C., for me. This was wooooonder-
fully fortunate! Dupont knows deBis-
schop to be an international swind-
ler and thought me a fool ever to have
done business with a man like

that.

I consulted with the "French Desk" of the State Department. Perhaps they first did not know whether I or deB., was the swindler but everything is going nicely after I got them to 'phone Dubout.

The State Dept. (& perhaps Dubout) are writing Tahiti to open the hypnotized Governor's eyes as to what is the truth.

Washington was hot, and I missed our cool trades.

I hope Grace deposited my rent to my checking account in the Bank of Hawaii, Waialae Branch. I am writing out a cheque for the roofer Hundt.

Aloha to all,

D'Otto

(Since my doctorate, I
guess I don't sign
myself simply as "Otto")

ASSEMBLÉE NATIONALE

Robert BRUYNEEL

Docteur en Droit

ÉPÔUSÉ L'ASSEMBLÉE

PARIS

7, rue de la Harpe, 10 - PARIS

Tél. 17-23

et RAYMOND RICHARD (L & C)

Tél. N° 166

PARIS, LE

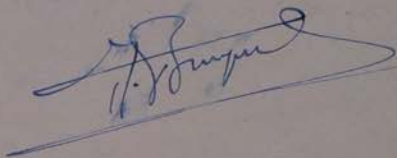
9 juin 1952

Monsieur,

La question que vous m'exposez dans votre lettre du 20 avril ne me semble pas du ressort de l'Assemblée Nationale.

Il me paraît préférable que vous saisissiez le Ministère des Affaires Étrangères de cette affaire.

Veuillez agréer, Monsieur, l'assurance de mes sentiments distingués.



Monsieur Otto DEGENER

WAIALUA, OAHU

(Hawaii, U.S.A.)

answered
7/15/52

Copy - my typewriter of course lacks French accents. J.D.

Marcel Lejeune
Licencie en Droit
Notaire, Papeete, Tahiti
(Successeur de Me DUBOUCHÉ)

Papeete le 11 Juin 1952
Monsieur Oscar Nordman
Papeete

Cher Monsieur,

Après l'examen des divers documents que vous avez bien voulu me confier concernant l'affaire Cheng Ho, voici les observations qu'il m'a été permis de faire.

Lorsqu'en 1947 le Cheng Ho a été vendu ou apporté par Monsieur Degener à la Société Cheng Ho Trading and Exploring Company Limited, cette vente ou cet apport était fait sous la réserve que Monsieur Degener ait la faculté de racheter le bateau dans le délai de cinq ans moyennant 15.000 dollars.

Si ultérieurement Monsieur de Bischoff, au moyen d'une indelicatess de sa part a réussi à duper l'Administration française, et a obtenu la francisation du bateau à son nom, il ne peut posséder sur ce bateau plus de droits qui n'en avait la Société, et par conséquent, l'option réservée par Monsieur Degener lui est opposable.

Deux questions essentielles se posent:

D'abord, la francisation est-elle régulière? Vraisemblablement non, à moins que Monsieur de Bischoff agissant au nom de la Société Cheng Ho Trading and Exploring Company ait transféré la propriété du bateau à son propre nom au moyen d'un acte de mutation passé en Territoire français.

L'examen du dossier de francisation et de tous autres documents dont Monsieur de Bischoff doit être détenteur, comme prétendu propriétaire du bateau, doit permettre de répondre à cette première question.

En second lieu, à qui doit-on notifier la décision de Monsieur Degener de lever l'option qu'il s'était réservée en 1947? Sans aucun doute au propriétaire actuel du bateau qui, ainsi que je l'explique plus haut, n'a pu faire entrer de dernier dans son patrimoine qu'avec toutes les charges dont il était grevé, et notamment la charge de l'option.

Le contrat du 7 Juillet 1947 laisse à Monsieur Degener un délai de quinze jours à compter du 7 Juillet 1952 pour notifier sa décision de lever l'option, nous avons par conséquent jusqu'au 22 Juillet 1952 pour opérer cette notification.

Il est regrettable que le contrat du 7 Juillet 1947 ne contienne pas la clause habituelle d'élection de domicile qui permettrait d'envoyer cette notification à un domicile élu précisé dans le contrat, alors qu'en l'absence de cette élection de domicile la notification devra être adressée soit au siège de la Société Cheng Ho Trading and Exploring Company, soit au domicile actuel de Monsieur de Bischoff. (((Mr. Haring, I don't understand why his name is not spelled deBischoff ?????????)))

Or, ce dernier est aux Iles Australes ou aucun courrier ne pourra le toucher avant le 22 Juillet prochain.

Pour avoir une connaissance plus complète de cette affaire, j'ai vu Monsieur le Gouverneur Fétibon qui a bien voulu ce matin réunir à son Cabinet, en ma présence, le Chef du Service des Douanes, le Chef de service des Affaires Politiques et Administratives, le Capitaine du Port et Monsieur Gallois, actuel affréteur du bateau.

Après avoir défini moi-même le problème à résoudre, voici la décision qui a été prise en vue d'un règlement amiable de ce différend:

1. Le Chef du service des Douanes n'ayant pas retrouvé dans son dossier de francisation tous les documents lui permettant d'apprécier si cette francisation a été régulièrement opérée, a cable à Monsieur de Bischoff, en termes très impératifs, d'avoir à lui indiquer le nom de la personne à qui ces documents ont été confiés à Papeete. La réponse attendue sous 48 heures nous permettra de savoir en vertu de quoi Monsieur de Bischoff est actuellement propriétaire du bateau.

2. Si Monsieur de Bischoff est, au regard de l'Administration Française, considéré comme propriétaire du bateau, notification télégraphique lui sera adressée dans le plus bref délai de la décision de Monsieur Degener de lever l'option. Le cable signe de Monsieur Oscar Nordman en qualité de mandataire de Monsieur Degener, sera envoyé avec la mention "en main propre, collationnement, et accusé de réception."

3. Pour le cas où Monsieur de Bischoff ne serait pas propriétaire du bateau et pour le cas aussi où il n'en serait propriétaire qu'en vertu de titres irréguliers, Monsieur Degener notifiera lui-même sa décision de lever l'option à la Société Cheng Ho Trading and Exploring Company dont le siège, s'il n'a fait l'objet d'aucun transfert depuis 1947, doit être toujours à Honolulu.

Au moyen de cette double notification dont l'une sera sans doute inutile, toutes les précautions sont prises pour assurer à Monsieur Degener l'exercice de ses droits dans les délais prévus.

4. Le bateau Cheng Ho étant actuellement sous pavillon français ne peut devenir la propriété de Monsieur Degener, citoyen américain, qu'en vertu d'une autorisation spéciale du Ministre des Finances. Pour parer à cette difficulté, la Société que Monsieur Degener se propose de fonder avec Monsieur Oscar Nordman sera constituée dans le plus bref délai, et à cet effet Monsieur Degener signera la procuration ci-jointe en faisant précéder sa signature des mots "Bon pour pouvoir".

Cette Société pour acquérir la propriété d'un bateau français devra avoir son siège en territoire français, et son capital devra appartenir en majorité à des associés français.

J'avais pensé tout d'abord, à une Société anonyme dont les actions au porteur pourraient plus facilement circuler de mains en mains. Mais la constitution d'une telle Société nécessite des formalités très longues, et le délai qui nous est impartiment oblige à conseiller une forme plus simple, la Société à responsabilité limitée; sa dénomination pourrait être "Nordman Degener & Cie", le capital de l'ordre de 500,000 francs pacifiques, souscrit à raison de 51% en espèces par Monsieur Nordman, et 49% par Monsieur Degener; ce dernier apportera à la Société le bénéfice de l'option ou le bateau lui-même, suivant que l'option sera levée par la Société ou par Monsieur Degener.

La première solution me paraît d'ailleurs la seule possible puisque, ainsi que je l'ai expliqué plus haut, le futur propriétaire du bateau devra être de nationalité française.

5. La Société Nordman Degener étant constituée et étant titulaire de l'option dont Monsieur Degener aura fait l'apport, le transfert du bateau pourra être opéré ainsi que le prévoit le contrat du 7 Juillet 1947 moyennant le versement de 15,000 dollars.

6. Monsieur Degener fait état de diverses créances d'un montant de 3,000 dollars environ, contre un groupe d'actionnaires de la Société Cheng Ho Trading and Exploring Company, au nombre desquels figure Monsieur de Bischoff.

A mon avis, il ne saurait être question pour lui de retenir ces 3,000 dollars sur les 15,000 qu'il doit pour lever l'option. En effet, le prix de 15,000 dollars est dû au propriétaire actuel du bateau, alors que vraisemblablement ce n'est pas ce propriétaire seul qui est débiteur des 3,000 dollars envers Monsieur Degener, il ne peut donc y avoir de compensation entre les deux sommes, et deux règlements séparés s'imposent.

Pour cette raison, il convient que Monsieur Degener verse effectivement les 15,000 dollars. Ne sachant encore exactement à quelle personne physique ou morale ce paiement doit être fait, et en raison aussi des créances que Monsieur Degener aura à faire valoir, je lui conseille d'effectuer le versement entre les mains d'un sequestre en attendant que la situation soit clarifiée. S'il me désigne en qualité de sequestre, je lui donne par avance mon acceptation de cette mission.

Le rôle du sequestre sera de conserver les 15,000 dollars jusqu'à l'apurement de tous les comptes. Il faudra envisager alors pour opérer cet apurement, la dissolution de la Société Cheng Ho Trading and Exploring Company, et la

Papeete June 11, 1952.

M. Ossar Nordman, Papeete, Cher Monsieur,

After examination of various documents that you have wished to confide to me concerning the Cheng Ho affair, here are the observations that I have made.
Après l'examen des divers documents que vous avez bien voulu me confier concernant l'affaire CHEN HO, voici les observations qu'il m'a été permis de faire.

Since 1947 the Cheng Ho has been sold or brought by Mr. Degener to the Cheng Ho Trading & Exploring Company Ltd, this sale or this transference having been made with the reserve that Mr. Degener has the right to repurchase the vessel after 5 years delay for \$15,000.
Lorsqu'en 1947 le Cheng Ho a été vendu ou apporté par Monsieur Degener à la Société Cheng Ho Trading & Exploring Company Limited, cette vente ou cet apport était fait sous la réserve que Monsieur Degener ait la faculté de racheter le bateau dans le délai de cinq ans moyennant 15,000 dollars.

Later M. de Bisschop, by means of an indeliberate or his part has succeeded to fool the French Administration, and has obtained francisation of the vessel in his name, he no longer possesses the vessel any rights which and consequently, the option reserved by Mr. Degener is opposable to him.
Si ultérieurement Monsieur de Bisschop, au moyen d'une indelicatesse de sa part a réussi à duper l'Administration française, et a obtenu la francisation du bateau à son nom, il ne peut posséder sur ce bateau plus de droits qui n'en avait la Société, et par conséquent, l'option réservée par M. Degener lui est opposable.

Two essential questions arise:
Deux questions essentielles se posent:

First, is the francisation regular? Probably not, unless
D'abord, la francisation est-elle régulière? Vraisemblablement non, a moins que M. de Bisschop agissant au nom de la Société Cheng Ho Trading and Exploring Company ait transféré la propriété du bateau à son propre nom au moyen d'un acte de mutation passé en territoire français.

The examination of the record of francisation and of all other documents of which Mr. de B. should have retained, as supposed owner of the vessel, should permit answer to this first question.
L'examen du dossier de francisation et de tous autres documents dont M. de Bisschop doit être détenteur, comme prétendu propriétaire du bateau, doit permettre de répondre à cette première question.

In the second place, to whom should one notify the decision of Mr. Degener to take up the option which he has reserved in 1947? Without any doubt to the actual owner of the vessel which, in the same way I explained above, is the latter boat? with all the charges of which it is encumbered, and notably the charge of the option.
En second lieu, à qui doit-on notifier la décision de M. Degener de lever l'option qu'il s'était réservée en 1947? Sans aucun doute au propriétaire actuel du bateau qui, ainsi que je l'explique plus haut, n'a pu faire entrer ce dernier dans son patrimoine qu'avec toutes les charges dont il était grevé, et notamment la charge de l'option.

The contract of July 7, 1947 allows Mr. Degener a delay of 15 days to respond from July 7, 1952 to notify his decision to take up
Le contrat du 7 Juillet 1947 laisse à M. Degener un délai de quinze jours à compter du 7 Juillet 1952 pour notifier sa décision de lever l'

the option, we have consequently until July 22, 1952. To opera 2 de this option, nous avons par consequent jusqu' au 22 Juillet 1952 pour operer cette notification.

It is regrettable that the July 7, 1947, contract does not contain the usual clause of choice of domicile which will permit to send this notification to a domicile precisely designated in the contract, when the absence of this elected domicile the notification should be addressed to the office of the Cheng Ho Trade & Expl. Co. should be to soit au siege de la Societe Cheng Ho Trading and Exploring Company, soit the actual domicile of M. deBisschop, au domicile actuel de Monsieur deBisschop.

But, this last is in the middle of September where no messenger can Or, ce dernier est aux Iles Australes ou aucun courrier ne pourra le touché before the next July 22. toucher avant le 22 Juillet prochain.

To get a more complete understanding of this affair, I have Pour avoir une connaissance plus complete de cette affaire, j'ai vu Monsieur Gov. Petitbon who has requested this morning a meeting at his cabinet, le Gouverneur Petitbon qui a bien voulu ce matin reunir a son Cabinet, en ma presence, le Chef du Service des Douanes, le Chef de service des Affaires Politiques et Administrative, le Capitaine du Port et Monsieur Gallois, actual charterer of the vessel.

After having explained myself the problem to be resolved, here is the decision which has been taken for an amiable resolution of this dispute: qui a été prise en vue d'un règlement amiable de ce différend:

The Customs Chief, not having found in his record of francisation all the documents allowing him to judge if this francisation has been regularly effected, has cabled M. deBisschop, in very strong terms, to indicate to him the name of the person to whom these documents have been entrusted in Papeete. The reply expected within 48 hours will not permit us to know by virtue of which M. deB. is actually owner of the vessel.

2. Si Monsieur deBisschop est, au regard de l'Administration Française, considered owner of the vessel, telegraphic notification should be addressed with shortest delay of the decision of M. Degener to take up the option. The cable signed by M. Nordman in the capacity of agent of M. Degener, sera envoyée avec la mention "en main propre, collationnement, et accuse de reception." comparing.

In case where M. de B. will not be owner of the vessel, and
 3. Pour le cas où M. de Bisschop ne serait pas propriétaire du bateau, et
in case also where it will not be owner by virtue of regular titles,
 pour le cas aussi où il n'en serait propriétaire qu'en vertu de titres ir-
Mr. Degener will notify himself his decision to take up the option
 réguliers, M. Degener notifiera lui-même sa décision de lever l'option à
to the Cheng Ho Trading & Expl. Co. of which the office, if the
 la Société Cheng Ho Trading and Exploring Company dont le siège, s'il n'a
never made a transfer of title since 1947, should be today in Honolulu,
 fait l'objet d'aucun transfert depuis 1947, doit être toujours à Honolulu.
By means of this double notice of which one will without doubt be
 Au moyen de cette double notification dont l'une sera sans doute inutile,
unless all these precautions are taken to assure Mr. Degener the exercise
 toutes les précautions sont prises pour assurer à Monsieur Degener l'exercice
of his rights in the above delays.
 de ses droits dans les délais prévus.

The vessel Cheng Ho being actually under the French flag is able
 4. Le bateau Cheng Ho étant actuellement sous pavillon français ne peut
to become the property of Mr. Degener, American citizen, only by virtue
 devenir la propriété de Monsieur Degener, citoyen américain, qu'en vertu d'
of a special authorization of the Minister of Finances. To ward off this dif-
 une autorisation spéciale du Ministre des Finances. Pour parer à cette dif-
ficulty, the Company which Mr. Degener proposes to found with Mr.
 ficulté, la Société que Monsieur Degener se propose de fonder avec Monsieur
Oscar Nordman will be established with the least delay, and to this effect Mr.
 Oscar Nordman sera constituée dans le plus bref délai, et à cet effet Monsieur
Degener will sign the power of attorney here appended in making up his signature
 Degener signera la procuration ci-jointe en faisant précéder sa signature
the words "Bon pour pouvoir."
 des mots "Bon pour pouvoir."

This Company to acquire the property of a French vessel should have
 Cette Société pour acquérir la propriété d'un bateau français devra avoir
its office in French territory, and its capital should belong in the main
 son siège en territoire français, et son capital devra appartenir en ma-
to French associates.
 jorité à des associés français.

I have always thought, a joint stock company of which shares?
 J'avais pensé tout d'abord, à une Société anonyme dont les actions au por-
holder more easily circulate from person to person. But the consti-
 teur pourraient plus facilement circuler de mains en mains. Mais la consti-
tution of one such company necessitates some very long formalities, and the
 tution d'une telle Société nécessite des formalités très longues, et le
delay which is indispensable obliges me to advise a simpler form,
 délai qui nous est imposé m'oblige à conseiller une forme plus simple,
the company has limited responsibility, its name could be
 la société à responsabilité limitée; sa dénomination pourrait être
"Nordman Degener & Cie" the capitalization of the order of 500,000 Pacific francs,
 "Nordman Degener & Cie", le capital de l'ordre de 500,000 francs pacifiques,
subscribed in proportion to 51% in cash by Mr. Nordman, and 49% by Mr.
 souscrit à raison de 51% en espèces par Monsieur Nordman, et 49% par Mon-
Degener, the latter becoming the Company's director.
 sieur Degener, ce dernier apportera à la Société le bénéfice de l'option ou
of the vessel herself, following which the option will be taken up by the
 le bateau lui-même, suivant que l'option sera levée par la Société ou par
Company or by Mr. Degener.
 Monsieur Degener.

The first solution appears to me moreover, the only possible one,
 La première solution me paraît d'ailleurs la seule possible puisque, ainsi
I have explained above, the future owner of the boat should be
 que le j'ai expliqué plus haut, le futur propriétaire du bateau devra être
of French nationality
 de nationalité française.

The *Mardian Degener Company* being established and being 4 head of the
5. La Societe Norman Degener etant constituee et etant titulaire de l'
option of which M. Degener should make the contribution, the transfer of the
option dont Monsieur Degener aura fait l'apport, le transfert du bateau
must be made thus that the 3
parra etre opere ainsi que le prevoit le contrat du 7^{uillet} 1947 moyen-
ment le versement de 15,000 dollars.

6. Monsieur Degener fait etat de diverses creances d'un montant de
3,000 dollars environ, contre un groupe d'actionnaires de la Societe Cheng
Ho Trading and Exploring Company, au nombre desquels figure Monsieur de
Bisshop.

A mon sens, il ne saurait etre question pour lui de retenir ces 3,000 dollars
sur les 15,000 qu'il doit pour lever l'option. En effet, le prix de 15,000 dol-
lars est du au proprietaire actuel du bateau, alors que vraisemblablement ce
n'est pas ce proprietaire seul qui est debiteur des 3,000 dollars envers M.
Degener, il ne peut donc y avoir de compensation entre les deux sommes, et
deux reglements separes s'imposent.

Pour cette raison, il convient que M. Degener verse effectivement les
15,000 dollars. Ne sachant encore exactement a quelle personne physique ou
morale ce paiement doit etre fait, et en raison aussi des creances que M.
Degener auri a faire valoir, je lui conseille d'effectuer le versement entre
les mains d'un sequestre en attendant que la situation soit clarifiee. S'
il me designe en qualite de sequestre, je lui donne par avance mon accepta-
tion de cette mission.

Le role du sequestre sera de conserver les 15,000 dollars jusqu'a l'apure-
ment de tous les comptes. Il faudra envisager alors pour operer cet apure-
ment, la dissolution de la Societe Cheng Ho Trading and Exploring Company,
et la repartition de l'actif de cette Societe entre les dicers actionnaires a
apres paiement des dettes sociales et balance des divers comptes que se
doivent les actionnaires entre eux, et c'est dans ces comptes que se
placera le remboursement des 3,000 dollars dus a M. Degener.

Dans le meme apurement de compte figurera le reglement d'une somme de
500,000 francs reclamee par M. Gallois pour travaux de reparation sur le
Cheng Ho.
Cheng Ho.

Supposons

After the auditing of all the accounts, Mr. Degener

5

En toute hypothese, et apres l'apurement de tous les comptes, M. Degener
having paid out \$15,000 should recover his credit of \$3,000
ayant verse 15,000 dollars, devra recuperer sa creance de 3,000 dollars,
and the case expires, the amount of the depreciation which the Cheng Ho suffered
et le cas echuant, le montant de la depreciation qu'aura subie le Cheng
since 1947, as in the contract of this date it has been
Ho depuis 1947, puisque dans le contrat de cette date il a ete stipule que
stipulated that the vessel should be returned to him in the state in which it was at
le bateau lui serait restitue dans l'etat ou il se trouvait a l'epoque.
This explanation will perhaps appear long & confused but it is
Cet expose vous paraîtra peutetre long et confus, mais il est bien
very difficult to define more simply a situation so complex.
bien difficile de definir plus simplement une situation aussi complexe.

And in summary, I ask you:
Et pour resumer, je vous demande:

To send to Mr. Degener the power of attorney here enclosed which he
D'envoyer a Monsieur Degener la procuration ci-jointe qu'il me re-
will return to me with the shortest delay.
tournera dans le plus bref delai.

To ask him to inform the office of the Cheng Ho Trading and
De l'inviter a signifier au siege de la Societe Cheng Ho Trading and
Exploring Co his decision to take up the option
Exploring Company sa decision de lever l'option.

And refer the deposit of \$15,000 to accomplish to
Et de lui reclamer le versement des 15,000 dollars a effectuer a mon
my account at the Bank of Indo-China or to the account of all other deposits
compte a la Banque de l'Indochine ou au compte de tout autre sequestre
which he shall choose, and which should also have the okay of other parties
qu'il choisira, et qui devra aussi avoir l'agrement des autres parties en
in the case.
cause.

I shall undertake to accomplish all other remaining formalities
Je me chargerai de l'accomplissement de toutes autres formalites res-
having convinced that this affair is able to be amicably ended without
tant convaincu que cette affaire peut se denouer amiablement sans avoir re-
having recourse to law
cours a une decision de justice.

Veillez agreer, Cher Monsieur, l'assurance de mes sentiments tres de-
voues.

This morning I talked to Mrs. Nordman a company of which
P.S. Ce matin j'avais parle a Madame Nordman d'une Societe dont le capital
capital shall be more important. Upon consideration + business expenses
serait plus important. A la reflexion et afin d'eviter des frais inutiles,
a capitalisation of 500,000 francs appears to me sufficient. The settlement of
un capital de 500,000 francs me paraît suffisant. Le reglement des \$15,000
the account of
sera fait par la Societe, non pas au moyen de ses disponibilites, puis-
realizable assets
qu'elle ne possedera pas de dollars, mais au moyen d'un compte courant qui
sera ouvert a M. Degener dans la comptabilite sociale.

in the account commercial?

MARCEL LEJEUNE

LICENCIÉ EN DROIT

NOTAIRE

PAPEETE (TAHITI)

(Successeur de M. DUBOUCQ)

TÉLÉPHONE 328

PAPEETE LE 11 Juin 1952

Monsieur OSCAR NORDMAN
PAPEETE

Cher Monsieur,

Après l'examen des divers documents que vous avez bien voulu me confier concernant l'affaire CHENG HO, voici les observations qu'il m'a été permis de faire.

Lorsqu'en 1947 le CHENG HO a été vendu ou apporté par Monsieur DEGENER à la Société CHENG HO TRADING AND EXPLORING COMPANY LIMITED, cette vente ou cet apport était fait sous la réserve que Monsieur DEGENER ait la faculté de racheter le bateau dans le délai de cinq ans moyennant 15.000 dollars.

Si ultérieurement Monsieur de BISCHOPP, au moyen d'une indélicatesse de sa part a réussi à duper l'Administration française, et a obtenu la francisation du bateau à son nom, il ne peut posséder sur ce bateau plus de droits qui n'en avait la Société, et par conséquent, l'option réservée par Monsieur DEGENER lui est opposable.

Deux questions essentielles se posent :

D'abord, la francisation est-elle régulière ? Vraisemblablement non, à moins que Monsieur de BISCHOPP agissant au nom de la Société CHENG HO TRADING AND EXPLORING COMPANY ait transféré la propriété du bateau à son propre nom au moyen d'un acte de mutation passé en Territoire français.

L'examen du dossier de francisation et de tous autres documents dont Monsieur de BISCHOPP doit être détenteur, comme prétendu propriétaire du bateau, doit permettre de répondre à cette première question.

En second lieu, à qui doit-on notifier la décision de Monsieur DEGENER de lever l'option qu'il s'était réservée en 1947 ? Sans aucun doute au propriétaire actuel du bateau qui, ainsi que je l'explique plus haut, n'a pu faire entrer ce dernier dans son patrimoine qu'avec toutes les charges dont il était grevé, et notamment la charge de l'option.

Le contrat du 7 Juillet 1947 laisse à Monsieur DEGENER un délai de quinze jours à compter du 7 Juillet 1952 pour notifier sa dé-
./...

cision de lever l'option, nous avons par conséquent jusqu'au 22 Juillet 1952 pour opérer cette notification.

Il est regrettable que le contrat du 7 Juillet 1947 ne contienne pas la clause habituelle d'élection de domicile qui permettrait d'envoyer cette notification à un domicile élu précisé dans le contrat, alors qu'en l'absence de cette élection de domicile la notification devra être adressée soit au siège de la Société CHENG HO TRADING AND EXPLORING COMPANY, soit au domicile actuel de Monsieur de BISCHOPP.

Or, ce dernier est aux Iles Australes où aucun courrier ne pourra le toucher avant le 22 Juillet prochain.

Pour avoir une connaissance plus complète de cette affaire, j'ai vu Monsieur le Gouverneur PETITBON qui a bien voulu ce matin réunir à son Cabinet, en ma présence, le Chef du Service des Douanes, le Chef de service des Affaires Politiques et Administratives, le Capitaine du Port et Monsieur GALLOIS, actuel affrêteur du bateau.

Après avoir défini moi-même le problème à résoudre, voici la décision qui a été prise en vue d'un règlement amiable de ce différend:

1°- La Chef du service des Douanes n'ayant pas retrouvé dans son dossier de francisation tous les documents lui permettant d'apprécier si cette francisation a été régulièrement opérée, a câblé à Monsieur de BISCHOPP, en termes très impératifs, d'avoir à lui indiquer le nom de la personne à qui ces documents ont été confiés à Papeete. La réponse attendue sous 48 heures nous permettra de savoir en vertu de quoi Monsieur de BISCHOPP est actuellement propriétaire du bateau.

2°- Si Monsieur de BISCHOPP est, au regard de l'Administration Française, considéré comme propriétaire du bateau, notification télégraphique lui sera adressée dans le plus bref délai de la décision de Monsieur DEGENER de lever l'option. Le câble signé de Monsieur Oscar NORDMAN en qualité de mandataire de Monsieur DEGENER, sera envoyé avec la mention "en main propre, collationnement, et accusé de réception".

3°- Pour le cas où Monsieur de BISCHOPP ne serait pas propriétaire du bateau, et pour le cas aussi où il en serait propriétaire qu'en vertu de titres irréguliers, Monsieur DEGENER notifiera lui-même sa décision de lever l'option à la Société CHENG HO TRADING AND EXPLORING COMPANY dont le siège, s'il n'a fait l'objet d'aucun transfert depuis 1947, doit être toujours à Honolulu.

Au moyen de cette double notification dont l'une sera sans doute inutile, toutes les précautions sont prises pour assurer à Monsieur DEGENER l'exercice de ses droits dans les délais prévus.

4°- Le bateau CHENG HO étant actuellement sous pavillon français ne peut devenir la propriété de Monsieur DEGENER, citoyen américain qu'en vertu d'une autorisation spéciale du Ministre des Finances. Pour parer à cette difficulté, la Société que Monsieur DEGENER se propose de fonder avec Monsieur Oscar NORDMAN sera constituée dans le plus bref délai, et à cet effet Monsieur DEGENER signera la procuration ci-jointe en faisant précéder sa signature des mots "Bon pour pouvoir".

Cette Société pour acquérir la propriété d'un bateau français devra avoir son siège en territoire français, et son capital devra ap-

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partenir en majorité à des associés français.

J'avais pensé tout d'abord, à une Société anonyme dont les actions au porteur pourraient plus facilement circuler de mains en mains. Mais la constitution d'une telle Société nécessite des formalités très longues, et le délai qui nous est imparti m'oblige à conseiller une forme plus simple, la société à responsabilité limitée; sa dénomination pourrait être "NORDMAN DEGENER & Cie", le capital de l'ordre de 500.000 francs pacifiques, souscrit à raison de 51 % en espèces par Monsieur NORDMAN, et 49 % par Monsieur DEGENER; ce dernier apportera à la Société le bénéfice de l'option ou le bateau lui-même, suivant que l'option sera levée par la Société ou par Monsieur DEGENER.

La première solution me paraît d'ailleurs la seule possible puisque, ainsi que le j'ai expliqué plus haut, le futur propriétaire du bateau devra être de nationalité française.

5°- La Société NORDMAN DEGENER étant constituée et étant titulaire de l'option dont Monsieur DEGENER aura fait l'apport, le transfert du bateau pourra être opéré ainsi que le prévoit le contrat du 7 Juillet 1947 moyennant le versement de 15.000 dollars.

6°- Monsieur DEGENER fait état de diverses créances d'un montant de 3.000 dollars environ, contre un groupe d'actionnaires de la Société CHENG HO TRADING AND EXPLORING COMPANY, au nombre desquels figure Monsieur de BISCHOPP.

A mon sens, il ne saurait être question pour lui de retenir ces 3.000 dollars sur les 15.000 qu'il doit pour lever l'option. En effet, le prix de 15.000 dollars est dû au propriétaire actuel du bateau, alors que vraisemblablement ce n'est pas ce propriétaire seul qui est débiteur des 3.000 dollars envers Monsieur DEGENER, il ne peut donc y avoir de compensation entre les deux sommes, et deux règlements séparés s'imposent.

Pour cette raison, il convient que Monsieur DEGENER verse effectivement les 15.000 dollars. Ne sachant encore exactement à quelle personne physique ou morale ce paiement doit être fait, et en raison aussi des créances que Monsieur DEGENER aura à faire valoir, je lui conseille d'effectuer le versement entre les mains d'un séquestre en attendant que la situation soit clarifiée. S'il me désigne en qualité de séquestre, je lui donne par avance mon acceptation de cette mission.

Le rôle du séquestre sera de conserver les 15.000 dollars jusqu'à l'apurement de tous les comptes. Il faudra envisager alors pour opérer cet apurement, la dissolution de la Société CHENG HO TRADING AND EXPLORING COMPANY, et la répartition de l'actif de cette Société entre les divers actionnaires après paiement des dettes sociales et balance des divers comptes que se doivent les actionnaires entre eux, et c'est dans ces comptes que se placera le remboursement des 3.000 dollars dûs à Monsieur DEGENER.

Dans le même apurement de compte figurera le règlement d'une somme de 500.000 francs réclamée par Monsieur GALLOIS pour travaux de réparation sur le CHENG HO.

En toute hypothèse, et après l'apurement de tous les comptes, Monsieur DEGENER ayant versé 15.000 dollars, devra récupérer sa créance de 3.000 dollars, et le cas échéant, le montant de la dépréciation qu'aura subie le CHENG HO depuis 1947, puisque dans le contrat de cette date il a

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été stipulé que le bateau lui serait restitué dans l'état où il se trouvait à l'époque.

Cet exposé vous paraîtra peut-être long et confus, mais il est bien difficile de définir plus simplement une situation aussi complexe.

Et pour résumer, je vous demande :

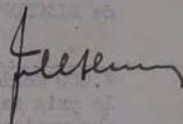
D'envoyer à Monsieur DEGENER la procuration ci-jointe qu'il me retournera dans le plus bref délai.

De l'inviter à signifier au siège de la Société CHENG HO TRADING AND EXPLORING COMPANY sa décision de lever l'option.

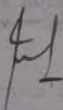
Et de lui réclamer le versement des 15.000 dollars à effectuer à mon compte à la Banque de l'Indochine ou au compte de tout autre séquestre qu'il choisira, et qui devra aussi avoir l'agrément des autres parties en cause.

Je me chargerai de l'accomplissement de toutes autres formalités restant convaincu que cette affaire peut se dénouer amiablement sans avoir recours à une décision de justice.

Veuillez agréer, Cher Monsieur, l'assurance de mes sentiments très dévoués.



P.S. Ce matin j'avais parlé à Madame NORDMAN d'une Société dont le capital serait plus important. A la réflexion et afin d'éviter des frais inutiles, un capital de 500.000 francs me paraît suffisant. Le règlement des 15.000 dollars sera fait par la Société, non pas au moyen de ses disponibilités, puisqu'elle ne possèdera pas de dollars, mais au moyen d'un compte courant qui sera ouvert à Monsieur DEGENER dans la comptabilité sociale.



Papeete Tahiti June 12th 1952

Messrs.INGMAN & INGMAN
Attorneys at Law
Honolulu, Territory of Hawaii

Dear Mr. Engman

I am forwarding you herewith a copy of my letter to Mr. Otto DEGENER and a copy of a letter received from the NOTARY Maitre LEJEUNE, of Papeete, which fully explains the " CHENG HO " affair up to the present time.

As you can see, the affair now rests upon Mr. DEGENER and his ability to produce the \$15000. which is the price stipulated in the option to purchase the " CHENG HO " from the CHENG HO TRADING AND EXPLORING COMPANY LIMITED.

From the considerable correspondence which I have received from Mr. Degener during the time I have been representing him in this matter before the French Government of Tahiti, I am led to be doubtful of his ability to purchase the " CHENG HO " for the stipulated price.

Should Mr. Degener fail to exercise his option, it is apparent that the vessel will permanently revert to the ownership of the Cheng Ho Trading and Exploring Company Limited. If this comes to pass and the above Company still desires to do business in the French Possessions it would be necessary to have a French citizen as principal shareholder. The Law requires that 51% be owned by the French citizen and 49% foreigner.

Since I have followed this matter for Mr. Degener, I am acquainted with the affair to the extent that I am in a position to represent the Company for its best advantage.

As stated above, should Mr. Degener fail to exercise his option and the ship reverts to the above Company, I should like to ~~enter into~~ the opportunity to enter into correspondence with the owners and shareholders with the end in view of my representing them in this area

Faithfully yours
Oscar G. Nordman
Oscar G. Nordman

P.S.

The documents I am mailing you were received this morning late, and cannot be translated in time as the plane is leaving promptly you may use someone to do it, and give you a better chance to know the meaning of them

Faithfully yours
Oscar G. Nordman
Oscar G. Nordman

Rec'd 6/19/52 A.M.

Copy to
Papeete, Tahiti June 12th 1952

Dear Mr. Degener

At a meeting held in the office of Governor Petitbon this morning (11th of June 1952) between the official of the French Government and de Bisschopp's agent, Monsieur GALLOIS, the following favorable conclusions were reached.

1-. The Government has agreed to allow the option now held by Mr. Otto DEGENER to purchase the vessel " CHENG HO " to be exercised on the specified date, that is, 7 July 1952, subject to the following conditions:

(a) in accordance with the agreement set down in the option to buy, the sum of U.S.\$15,000 must be deposited in escrow at the Banque de l'Indo-Chine, in care of Maitre LAJUMA, Notary on or before 7 July 1952.

(b) further, in keeping with the agreement, the CHENG HO will be turned over to Mr. Otto DEGENER, or his authorized representative, free of all incumbrances.

(c) The Governor will approve the formation of a company in which Mr. Oscar G. Nordman, will hold 51% of the shares or interest and Mr. Otto Degener will hold 49% of such shares or interest.

After reading the above favorable conditions I am sure you will realize how faithfully we have followed this matter. It has taken considerable effort to rectify the damage and ill-feeling which your letters to the local Government caused. However, we have brought the matter to an excellent point and it now remains for you to post the required \$15,000 to demonstrate your sincerity and desire to reclaim the vessel.

I need not point out the disaster which will result if you should fail in the matter. Naturally, the option to purchase the vessel will expire and the vessel will continue in the hands of the former owners without further recourse on your part. The Government recognizes the transfer to the french flaga legal and the vessel will so remain. This works to our advantage, however, for the Government will refrain from requiring us to pay for the transfer again. They will merely (Maitre Lejeune, Notary) change the name of the owners on the certificate. The money I was able to save on the transfer amounts to CFP. 90.000 francs.

There is absolutely nothing that can be done from this point on if the \$15000 is not postes by you in escrow. The French Government will throw the whole business, ship, option and the rest right back to the owners and tell them to carry on. Actually, ~~have~~ they have no other course if you should fail to exercise the option.

The Government also recognizes that you have a legal claim against the " CHENG HO " TRADING AND EXPLORING COMPANY LIMITED, in the amount of \$3000. This claim will be settled, apparently from the purchase price of the option.

./... About the other claim of \$3500. I cannot say but I suppose it will receive the same treatment.

It has been necessary to fight this case according to the agreements set down in the option. The option explicitly states that a sum of \$15000 must be paid must be paid over as the purchase price of the "CHENG HO ". The French Government will not recognize any other method of purchase, i.e., no claims, bills, etc. can be used in lieu of cash. It is imperative that you secure the \$15000. and put it in escrow as soon as possible if we are to save the ship.

In closing, it is my sincere recommendation that you take advantage of the opportunity now offered to clear this matter up and to regain possession of the "CHENG HO ". I feel that the vessel can be made to pay for itself by operating it in these waters under the charter and by close supervision and economical operation.

Please let me know and hear from you at your earliest convenience.

Faithfully yours

Oscar

Oscar G. Nordman

P.S. The officials here have further agreed to re-survey the vessel at the time she is turned over to you on 7 July 1952. The damage and alterations which have taken place since her arrival here in 1947 will be noted and her worth reestablished.

Faithfully yours

Oscar

Oscar G. Nordman

Mr. Bertol; The following is a copy of a letter from Oscar G. Nordman, the Tahiti ship chandler who has been go-between between the officials and myself. The letter to be seems important as it shows breach of contract evidence. I don't want to risk it in the mails. I can have it photostated for you in Honolulu if you wish - also others if you say so.

Pepeeete, Tahiti June 12th 1952

Dear Mr. Degener

At a meeting held in the office of Governor Petition this morning (11th of June 1952) between the officials of the French Government and de Bisschopp's agent, Monsieur GALLOIS, the following favorable conclusions were reached.

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(c) The Governor will approve the formation of a company in which Mr. Oscar G. Nordman, will hold 51% of the shares or interest and Mr. Otto Degener will hold 49% of such shares or interest.

After reading the above favorable conditions I am sure you will realize how faithfully we have followed this matter. It has taken considerable effort to rectify the damage and ill-feeling which your letters to the local Government caused. However, we have brought the matter to an excellent point and it now remains for you to post the required \$15,000 to demonstrate your sincerity and desire to reclaim the vessel.

I need not point out the disaster which will result if you should fail in the matter. Naturally, the option to purchase the vessel will expire and the vessel will continue in the hands of the former owners without further recourse on your part. The Government recognizes the transfer to the French flag legal and the vessel will so remain. This works to our advantage, however, for the Government will refrain from requiring us to pay for the transfer again. They will merely (Maitre Lejeune, Notary) change the name of the owners on the certificate. The money I was able to save on the transfer amounts to CFP. 90,000 francs.

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./... About the other claim of \$3500. I cannot say but I suppose it will receive the same treatment.

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In closing, it is my sincere recommendation that you take advantage of the opportunity now offered to clear this matter up and to regain possession of the "CHENG HO". I feel that the vessel can be made to pay for itself by operating it in these waters under the charter and by close supervision and economical operation.

Please let me know and hear from you at your earliest convenience.

Faithfully yours

(signed)

Oscar

Oscar G. Nordman

P.S. The officials here have further agreed to re-survey the vessel at the time she is turned over to you on 7 July 1952. The damage and alterations which have taken place since her arrival here in 1947 will be noted and her worth reestablished.

Faithfully yours

(signed)

Oscar

Oscar G. Nordman

Mr Nordman wanted to be my

partner in the business

had a criminal record

The Government had a legal claim against the "CHENG HO" for \$15,000. In the sum of \$15,000 this claim will be settled, approximately from the purchase price of the ship.

Mr. Bertol: Here is perhaps another letter I should have photostated for you. It shows that the Government is responsible; I should think, for helping the swindler de Bisschop to try to fool me. Why does this letter not show a breach of contract? I mentioned excerpts, as you know, in my explanatory letter to the Assemblée Nationale.

Marcel LeJeune
Licencié en Droit
Notaire
Papeete (Tahiti)
(Successesseur de Me DUBOUCHÉ)

Papeete le 11 Juin 1952

Telephone 328

Monsieur OSCAR NORDMAN
PAPEETE

Cher Monsieur,

Après l'examen des divers documents que vous avez bien voulu me confier concernant l'affaire CHENG HO, voici les observations qu'il m'a été permis de faire.

Lorsqu'en 1947 le CHENG HO a été vendu ou apporté par Monsieur DEGENER à la Société CHENG HO TRADING AND EXPLORING COMPANY LIMITED, cette vente ou cet apport était fait sous la réserve que Monsieur DEGENER ait la faculté de racheter le bateau dans le délai de cinq ans moyennant 15.000 dollars.

Si ultérieurement Monsieur de BISSCHOPP, au moyen d'une indelicatesse de sa part a réussi à duper l'Administration française, et a obtenu la francisation du bateau à son nom, il ne peut posséder sur ce bateau plus de droits qui n'en avait la Société, et par conséquent, l'option réservée par Monsieur DEGENER lui est opposable.

Deux questions essentielles se posent:

D'abord, la francisation est-elle régulière? Vraisemblablement non, à moins que Monsieur de BISSCHOPP agissant au nom de la Société CHENG HO TRADING AND EXPLORING COMPANY ait transféré la Propriété du bateau à son propre nom au moyen d'un acte de mutation passé en Territoire français.

L'examen du dossier de francisation et de tous autres documents dont Monsieur de BISSCHOPP doit être détenteur, comme prétendu propriétaire du bateau, doit permettre de répondre à cette première question.

En second lieu, à qui doit-on notifier la décision de Monsieur DEGENER de lever l'option qu'il s'était réservée en 1947? Sans aucun doute au propriétaire actuel du bateau qu'il, ainsi que je l'explique plus haut, n'a pu faire entrer ce dernier dans son patrimoine qu'avec toutes les charges dont il était grevé, et notamment la charge de l'option.

Le contrat du 7 Juillet 1947 laisse à Monsieur DEGENER un délai de quinze jours à compter du 7 Juillet 1952 pour notifier sa décision de lever l'option, nous avons par conséquent jusqu'au 22 Juillet 1952 pour opérer cette notification.

Il est regrettable que le contrat du 7 Juillet 1947 ne contienne pas la clause habituelle d'élection de domicile qui permettrait d'envoyer cette notification à un domicile élu précisé dans le contrat, alors qu'en l'absence de cette élection de domicile la notification devra être adressée soit au siège de la Société CHENG HO TRADING AND EXPLORING COMPANY, soit au domicile actuel de Monsieur de BISSCHOPP.

Or, ce dernier est aux Iles Australes où aucun courrier ne pourra le toucher avant le 22 Juillet prochain.

Pour avoir une connaissance plus complète de cette affaire, j'ai vu Monsieur le Gouverneur PETITBON qui a bien voulu ce matin réunir à son Cabinet, en ma présence, le Chef du Service des Douanes, le Chef de service des Affaires Politiques et Administratives, le Capitaine du Port et Monsieur GALLOIS, actuel affreteur du bateau.

no longer important in view of July 12 Tahiti telegram to me
Papeete, Tahiti June 14th 1952

Dear Mr. Degener

At a meeting held in the office of Governor Petitbon this morning (11th of June 1952) between the official of the French Government and deBisschopp's agent, Monsieur GALLOIS, the following favorable conclusions were reached.

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In closing, it is my sincere recommendation that you take advantage of the opportunity now offered to clear this matter up and to regain possession of the "Cheng Ho". I feel that the vessel can be made to pay for itself by operating it in these waters under the charter and by close supervision and economical operation.

Please let me know and hear from you at your earliest convenience.

Faithfully yours

(Signed) Oscar

Oscar G. Nordman

P.S. The officials here have further agreed to re-survey the vessel at the time she is turned over to you on 7 July 1952. The damage and alterations which have taken place since her arrival here in 1947 will be noted and her worth reestablished.

Faithfully yours

(Signed) Oscar

Oscar G. Nordman

Licensee e
Leycester

Copy of letter received from Landis concerning L. Leycester

24 East 82 St.,
New York, N. Y., U. S. A.
le 12 Juin 1952.

M. le Député Perrin:

À moins que le vaisseau, nommé "Chey Ho", qui m'appartenait, ne me soit livré selon l'option à moi du 7^e Juillet, 1947, "together with her engines, machinery, masts, boats, anchors, cables, tackle, furniture and all other necessities thereunto appertaining and belonging on board and free of all liens, claims, taxes and incumbrances of any nature whatsoever", je demande du Gouvernement Français le paiement de la somme de soixante mille dollars (\$60,000). J'espère que vous, monsieur, auriez la bonté de m'assister dans cette affaire.

Le motif pour cette action contre le gouvernement c'est parce que l'ancien et actuels fonctionnaires de ce gouvernement dans Tahiti essayent de me priver illégalement des mes droits et propriétés.

Recevez, monsieur, mes salutations bien distinguées.

Otto Degener

This paper should be signed by you
start from the beginning
exacts address -

Date of birth
at the last

Date and
Bon pover pouvoir
then sign

This in case we form a Company, it is very good

ADRESSE TÉLÉGRAPHIQUE
OCEANIC
PROVISIONS POUR NAVIRES
ET
AGENT
LIGNES DE NAVIGATION

SERVICE DE RAVITAILLEMENT MARITIME

MAISON NORDMAN
FOURNISSEUR - SHIPCHANDLER
PAPEETE - TAHITI

CABLE ADDRESS
OCEANIC
SHIP'S SUPPLIES
&
SHIPPING AGENT

AGENT IN TAHITI FOR PACIFIC ISLANDS MONTHLY

June 12, 1952

Dear friend

The Notary sent me the papers pertaining to the decisions of the Governor's meeting - it is in French and I have no time to have it translated - so find someone in New York to translate it for you.

Maitre Lepume, the Notary, have aided us splendidly in the conclusion of the affair, all depends on you to send the \$15000.

The "Cheng Ho" will be appraised when you get the vessel may be for \$10,000⁰⁰ and then you will be refunded with the balance Aloha Nui

Oscar

LAW OFFICES

PRINCE, TAYLOR & CRAMPTON

D. F. PRINCE
DWIGHT TAYLOR
SCOTT R. CRAMPTON

JESSE H. KNIGHT
PAUL M. HAWKINS

BOWEN BUILDING
815 FIFTEENTH STREET, N.W.
WASHINGTON 5, D.C.

TELEPHONE REPUBLIC 8154

June 12, 1952

Mr. Oscar G. Nordman
Service De Ravitaillement Maritime
Papeete, Tahiti

Dear Mr. Nordman:

Your letter of May 28th was received in the absence of Mr. Taylor who is on temporary duty in the United States Navy and will not be back in the office until some time next week. In his absence, we have made an investigation at the United States Customs Office concerning the CHENG HO and we have been informed that there is no record of the United States registration of a vessel by the name CHENG HO. A thorough investigation was made by an employee of the Bureau of Customs as to the records of the Treasury Department, the Maritime Commission and elsewhere.

The only name close to that searched is that of CHENG-HUO which is a vessel of Chinese registry out of Shanghai.

If you can obtain any further information on this vessel, such as a registry number or any other name under which it might have previously been registered, we will be glad to institute a further search for you.

Mr. Taylor will write to you again regarding this matter upon his return to the office.

Very truly yours,

Mary H. Lehr

Secretary to Mr. Taylor

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.

June 12. 1952

Dear friend

I have your letter of June 3. 1952, and I am working in haste, as the plane is leaving this afternoon.

The Notary, gave me only this morning the documents pertaining to the Governor's decision of their meeting yesterday, and this is final —

The Notary is a friend, and through him that the ship will retain the French registry saving us (if we get the vessel) the sum of 90 000 P. Fcs.

I have received the photostats, copy of the option, and other newspaper clipping — Only to save our names, is that you find \$15000.00 and everything will be settled. The money will be put in escrow in the hands of the Notary

Faithfully Oscar



THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA
American Embassy

Refer to file No. 235 -
HLW/mf

Paris, June 16, 1952.

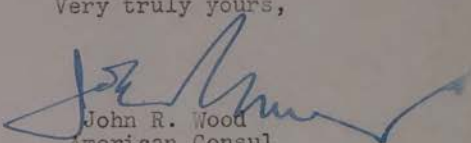
Mr. Otto Degener,
care of Miss Irma Degener,
24 East 82nd Street,
New York City, N.Y.

Sir:

The receipt is acknowledged of your letter of May 15, 1952 regarding a certain agreement which allegedly exists between you and the Cheng Ho Trading and Exploring Company, Inc.

From the information given in your letter and its enclosures it would appear that redress for failure of the Cheng Ho Trading and Exploring Company, Inc., to honor its agreement with you would have to be sought through the appropriate court in the territory of Hawaii. However, in the event you wish to obtain legal advice in Paris on the possibility of instituting proceedings here, there is transmitted herewith a list of American attorneys practising in Paris together with the names and addresses of three French attorneys to whom you may apply for assistance. The Embassy is not in a position to represent you in matters of litigation and suggests that you may wish to seek the advice of counsel.

Very truly yours,



John R. Wood
American Consul

Enclosure as noted.

J.O.

ASSEMBLÉE NATIONALE

JEAN MEDECIN
DÉPUTÉ-MAIRE DE NICE
PRÉSIDENT DU CONSEIL GÉNÉRAL
DES ALPES-MARITIMES

PARIS, LE 17 Juin 1952

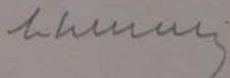
Monsieur,

J'ai bien reçu votre communication en date du 20 Avril dernier, que j'ai lue avec une attention toute spéciale.

Je vous remercie des précisions que vous avez bien voulu me donner, et dont je ne manquerai pas de tenir compte si l'affaire à laquelle vous faites allusion vient à être évoquée.

Veuillez agréer, Monsieur, l'expression de mes sentiments distingués.

Le DEPUTE - MAIRE,



Monsieur Otto Degener
Waialua
Oahu
U.S.A. (Hawaii)

answered
7/29/52

Copy
Ambassadeur de France to the United States
No. 410

Washington June 17, 1952.

Sir:

I have the honor to acknowledge the receipt of your letter of June 14, 1952, relating to the dispute which has arisen between you and Mr. Eric deBisschop in regard to the sale of the pleasure boat called the Cheong Ho.

I have, since the receipt of the preceding communications which you have addressed to me, asked the Consulate-General of France at San Francisco to furnish me with the particulars of this affair.

It seems, according to the information which I have been able to gather that it depends upon the Courts. It is therefore your part, to lay the claims which you may have against Mr. deBisschop before the jurisdiction of the Court of your choice.

As regards the Government of France, I do not see in what way it could be held responsible for this affair since the same has always been of a strictly commercial and private nature.

Sincerely etc.

P. l'Ambassadeur de France et p.o.
Le Ministre Conseiller de l'Ambassade

Naudarida ????? Sig.

24 East 82 St.,
New York, N. Y., U. S. A.
June 17, 1952.

Dear M. Kevaili:

It was nice of you to cable me Governor Petitbou's permission to visit Tahiti for three months.

It is a strange situation. Of course any government has a perfect right to forbid the entrance of any foreigner into her territory. But actually to perform such an act casts a very serious shadow over a person's character that almost marks him like a leper among his own countrymen. I am so glad and grateful that the Governor has lifted this stigma from me. I took the liberty of cabling him my thanks.

My State Department is looking into the Cheung Ho swindle and informed me it would take some time. Hence I believe it wisest for me to remain in New York - within easy access of Washington - at least through July when transfer of the Cheung Ho's ownership from the international swindler de Bisschop to me is to take place. Then in August my sister and I hope to visit Europe, I to be within easy reach of Paris should anything go amiss.

From Europe I plan to return via the Orient to Honolulu. My Director at the New York Botanical Garden wants me to ship him

a certain plant growing only in Sumatra
with a gigantic flower. Perhaps I can ac-
complish that task on the way.

When again in Honolulu I hope to pick up my plant collecting equipment. I plan to botanize in New Guinea. Thereafter I plan to use the Cheng Ho for botanizing, I collecting flowers, while the crew loads and unloads copra and merchandise. Of course, if I am a persona non grata in French Territory, the fraudulent registration by ^{Isidore} under the French flag must be cancelled and the vessel placed under the aegis of a different government — Tonga, Philippines or the U. S., for work ^{in the Trust Territory and} among such islands where I can gather unknown botanical treasures.

Thank you again.

Aloha,

Otto Segner

see the truth.

MA/FA

RÉPUBLIQUE FRANÇAISE

(Nom du Service)

Métro : Duroc et St-François-Xavier
Adresse télégraphique : Colonies-Paris
SÉGu 25.00 - Poste n°
Téléphone : SUFFren 16.70

MINISTÈRE
DE LA

DIRECTION DES AFFAIRES
POLITIQUES 4^e BUREAU

FRANCE D'OUTRE-MER

27, rue Oudinot - PARIS (7^e)

Pièce n°

Étage

N°

AP/4

Paris, le 21 JUIN 1952

195

2618/CAB/CP

Monsieur le Ministre et Cher Collègue,

Par lettre du 13 Mai 1952 vous avez bien voulu attirer l'attention de M. le Ministre des Affaires Etrangères sur la requête d'un citoyen américain résidant actuellement aux Iles Hawaï, M. Otto DEGENER, qui se plaint de ce que le visa d'entrée à Tahiti lui ait été refusé sans raison valable et de ce qu'il soit ainsi empêché de défendre lui-même sur place ses intérêts dans les procès où il se trouve engagé à propos d'une Jonque, le "CHENG HO", dont il était propriétaire.

M. le Ministre des Affaires Etrangères m'a transmis pour attribution la lettre de M. DEGENER ainsi que les documents que vous lui aviez adressés au sujet de cette affaire.

J'ai l'honneur de vous faire connaître que j'ai demandé au Gouverneur des Etablissements Français de l'Océanie, de me renseigner sur les raisons exactes qui l'ont déterminé à refuser à M. Otto DEGENER, un visa d'entrée à Tahiti, et de me donner également tous les renseignements qui seraient en sa possession sur la Société qui a été constituée pour l'exploitation commerciale de la

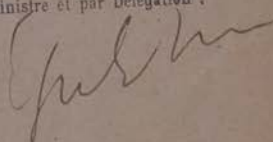
...

Jonque "CHENG HO"

Je ne manquerai pas de vous communiquer dès qu'elles me seront parvenues, les précisions qui me seront fournies sur l'affaire dont il s'agit.

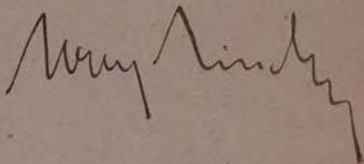
Veuillez agréer, Monsieur le Ministre et Cher Collègue, l'assurance de ma haute considération.

P. le Ministre et par Délégation :


Le Directeur de Cabinet
GULDNER

Monsieur Tony REVILLON
Député de l'AIN
Secrétaire d'Etat aux Affaires
Economiques
41 Quai Branly 41
-PARIS- (7°)

Transmis à M. Olto DEGENER
avec l'assurance de ma considération la plus distinguée.



Original sent to Nordman July 3, 1952

YR/CR
Ministère
des
Affaires Étrangères
Direction des Affaires
Économiques et Financières

Paris, Le 21 Juin 1952.

No. 2476 DE

Monsieur:

Par lettre récente de New York, à laquelle étaient jointes une longue communication en date du 20 Avril et de nombreuses photocopies, vous m'avez demandé de vous apporter mon appui dans le litige qui vous oppose à M. Eric de Bisschop au sujet du yacht Cheng Ho.

Ainsi que vous le souhaitez, j'ai prié les services compétents d'effectuer une enquête à Taipei.

Dès que les résultats m'en seront connus, je vous en ferai part.

Veuillez agréer, Monsieur, l'assurance de mes sentiments distingués.

(signed illegible) S de Conn [?]

Pétition n° 62

du 22 juin 1952.

M. *Otto Degener*, Waialua, Oaha (Hawaï), U.S.A., se plaint des agissements malhonnêtes d'un citoyen français et demande réparation.

Cette pétition a été renvoyée le 7 novembre 1952 au Ministre de la France d'outre-mer, sur le rapport fait par M. Minjoz, au nom de la Commission du Suffrage universel, des Lois constitutionnelles, du Règlement et des Pétitions.

RÉPONSE DE M. LE MINISTRE DE LA FRANCE D'OUTRE-MER

Paris, le 28 novembre 1952.

Monsieur le Président,

Vous avez bien voulu me transmettre aux fins d'examen une pétition de M. Otto Degener, citoyen américain, résidant aux Iles Hawaï, qui se plaint, d'une part, de ce qu'un visa d'entrée à Tahiti lui ait été refusé par les autorités locales, d'autre part, des agissements de ses associés pour l'exploitation commerciale en Océanie de la jonque « Cheng Ho » sur laquelle il possède des droits.

J'ai l'honneur de vous faire connaître que le Gouverneur des Etablissements français de l'Océanie à qui avait été communiquée précédemment une première requête de M. Degener, adressée directement au Département de la France d'outre-mer, m'a informé à la date du 24 juillet dernier, qu'il avait accordé à l'intéressé le visa d'entrée à Tahiti qu'il sollicitait. M. Degener a donc déjà reçu satisfaction sur le premier point qui fait l'objet de sa pétition.

En ce qui concerne par ailleurs les conflits qui l'opposent, en Océanie à M. de Bishop ou à d'autres personnes, pour la propriété ou l'exploitation de la jonque « Cheng Ho », le Gouverneur des Etablissements français de l'Océanie, à qui des renseignements avaient été demandés sur cette affaire, a fait savoir qu'il s'agissait d'un différend d'ordre commercial qui relevait uniquement de la compétence des tribunaux de Papeete et auquel, bien entendu, l'Administration ne peut que rester étrangère.

Contrairement aux allégations de M. Degener, l'autorité administrative locale n'a nullement pris parti dans ce différend. Seule, la francisation de la jonque « Gheng Ho », intervenue par erreur à la suite des démarches faites par M. de Bishop, pourrait être reprochée au service des douanes de Papeete, mais cette erreur matérielle a été réparée aussitôt qu'elle a été connue.

Veuillez agréer, Monsieur le Président, l'expression de ma haute considération.

Le Ministre,

Signé : PIERRE PLIMLIN.

Pétition n° 62

du 22 juin 1952.

*M. Otto DEGENER, Waialua, Oahu (Hawaï), U. S. A., se plaint
des agissements malhonnêtes d'un citoyen français et demande
réparation.*

M. MINJOZ, rapporteur.

Rapport. — La Commission décide de renvoyer cette pétition à
l'examen de M. le Ministre de la France d'Outre-Mer.

(Renvoi au Ministre de la France d'Outre-Mer.)



THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA
American Embassy

Refer to file No. 235 -
HLW/mf.

Paris, June 23, 1952.

Mr. Otto Degener,
24 East 82nd Street,
New York, N.Y.

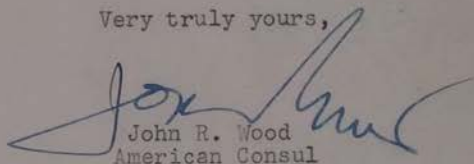
Sir:

The receipt is acknowledged of your letter of June 6, 1952.

As indicated in the Embassy's letter of June 16th, it is thought that you might institute proceedings before the appropriate court in the territory of Hawaii to obtain redress in the event the Cheng Ho Trading and Exploring Company, Inc. fails to honor its agreement with you. However, in the letter referred to above, the Embassy enclosed a list of American lawyers practising in Paris in the event you should decide to apply to the French courts in this connection.

The documents attached to your letter are returned herewith.

Very truly yours,



John R. Wood
American Consul

Enclosures as noted.

LE SECRÉTAIRE D'ÉTAT
AUX
AFFAIRES ÉCONOMIQUES

RÉPUBLIQUE FRANÇAISE

41, Quai Bréanly
PARIS (VIII^e)

PARIS, le 25 juin 1952

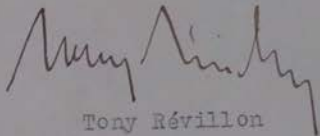
MS/SET

Monsieur,

Selon votre désir, j'interviens
à nouveau auprès de M. le Ministre de
la France d'Outre-Mer.

Je ne manquerai pas de vous tenir
informé de la suite qui aura pu être
donnée à votre demande.

Veuillez agréer, Monsieur, l'as-
surance de mes sentiments les plus dis-
tingués.


Tony Révillon

Monsieur Otto DEGENER
24 East 82nd Street
NEW-YORK
(N-Y) U.S.A.

*sent sign back
7/10/52*

SERVICE DE RAVITAILLEMENT MARITIME

PAPEETE - TAHITI

June 26, 1952

Dear Friend

I have your 2 letters dated June 10 and 17, and this tells me that you have not received my letters concerning the Governor's decision, after a meeting including French officials and Mr. Gallois. The charterer of the "Cheng Ho". I have in my past letters informed you that Mr. Gallois was paying 2500 francs per day for the "Cheng Ho".

It is a pleasure to know you now by looking your picture in the newspaper clipping (3rd from left).

Now, the phone directory - Yes I spotted

the name of Ralph Chapman
30 Beckman Place
Phone N° PLAZA 5-2771

The above is the address of my niece
Mrs. Frances Chapman, married to
Mr. Ralph - " -

Well the time is getting near, the
date of your option expires 15 days after
July 7, 1952.

So, see what you will do, send the
\$15,000.00 or have the Company settle
with you by having the Cheng Ho
Trading & Exploration Company Ltd -
wire or write to the NOTARY, Monsieur
LEJEUNE, that you acquired the
vessel through the above Corporation.
I think this is a good way instead
of paying (as escrow) \$15,000.00

Faithfully yours
Oscar

ADRESSE TÉLÉGRAPHIQUE :

OCEANIC

BUREAU
D'INFORMATIONS
TOURISTIQUES

SERVICE DE RAVITAILLEMENT MARITIME

MAISON NORMAN

FOURNISSEUR - SHIPCHANDLER

PAPEETE - TAHITI

CABLE ADDRESS

OCEANIC

TOURIST
INFORMATION
BUREAU

June 26, 1952

Dear friend

I hope by this time you have received my letters of explanation regarding the meeting and the decision over the "Cheng Ho".

I do not like the idea of the Governor's decision that you should deposit in escrow the sum of \$15,000.00 (Hundred and fifty thousand dollars) for the reason, no body knows where and who is the Company.

It would be advisable that you should get in touch with the ones that has interest in the "Cheng Ho Trading & Exploring Company Ltd", that they inform the NOTARY, Monsieur Rejeune, that the vessel be turned over to you.

I must tell you that Monsieur LEFEUNE, is an honest man, and he has been with me right along, he is a friend of you and me.

The "Cheng Ho" is anchored right in front of my home -

Enclosed a letter from Otthorney Taylor's Secretary - With best wishes to you
Faithfully Oscar

ADRESSE TÉLÉGRAPHIQUE:

OCEANIC

BUREAU
D'INFORMATIONS
TOURISTIQUES

SERVICE DE RAVITAILLEMENT MARITIME

MAISON NORDMAN
FOURNISSEUR - SHIPCHANDLER
PAPEETE - TAHITI

CABLE ADDRESS

OCEANIC

TOURIST
INFORMATION
BUREAU

June 26, 1952

Dear friend

I have received the documents you sent to the american consul at Noumea, and I am keeping safely all your papers and photostats etc.

When you do to Paris, I want you to go and see my two daughters there, the eldest is ETHEL NORDMAN C/o RAYMOND CANDAU

60 BOULEVARD MALESHERBES

PARIS VIII^{em}

9 PM
July 8, 1952

these people will give you the place where she lives

The youngest daughter is ANATILIA NORDMAN her address is C/o MME RAYMOND LIBKIND

19 RUE DU COLONEL MOLL, PARIS

So again, with best wishes to you

Very sincerely

MOL - 23-22

Oscar

Mr. Breand, 60 Blvd Malesherbes
Nordmans 32 Rue du Calvaire, St. Cloud, Paris

24 East 82 St.,
New York, N. Y.
June 26, 1952.

*Expose
Ambassador,
Washington, D.C.*

1+2

Dear Sir:

I have your letter No. 410 of June 17. I note you asked the Consulate General of France at San Francisco to furnish you with the particulars of l'affaire Cheng Ho. The Consulate in San Francisco knows absolutely nothing about the affair and obviously your information came from Raoul Bertrand of Los Angeles. I imagine he enjoyed giving his biased version to the San Francisco consulate to pass on and confound you. He knows what is transpiring from deBisschop, and because of my own correspondence with him.

I transmitted to the American Ambassador in Paris, with other Cheng Ho documents, a letter from a private resident in Papeete. Therein he states that the Governor of Tahiti was not the one to deny me a visa to visit his islands but that this denial stemmed from a consulate in California. This is only hearsay evidence, but knowing of the intimacy between the Vichy-French ex-Consul deBisschop and Bertrand, I suspect some truth in it.

3 I know ambitious and affable Bertrand well, having met him several times socially in the home of Capt. and Mrs. Eric deBisschop in Honolulu. He was interested in commerce and the future possibilities of the Cheng Ho. Mrs. deBisschop, a part-Hawaiian lady, in American patois, might be described as the Consul's former "girl friend." As Bertrand and the deBisschops are extremely good friends, getting your information about the Cheng Ho case from Bertrand is almost like getting your information from the former convict and swindler deBisschop himself! If you wish to learn the truth, contact the scholar and former French Consul Prof. Irving O. Pecker, University of Hawaii, Honolulu, Hawaii. Professor Pecker, while Consul, handled Cheng Ho matters for a number of years, particularly when deBisschop allowed eight French-Tahitian seamen to become stranded in Honolulu.

4 In your third paragraph you suggest I go to the Courts for settlement of my claims against deBisschop. We residents of Hawaii are closer to Tahiti than are you in Washington. We hear rumors, some undoubtedly true, regarding the calibre of some officials and Courts in Tahiti. We heard about Governor Anziani and the cement scandal. We also know that the Cheng Ho was fraudulently registered under the French flag as deBisschop's property in the "Office of the Governor of Tahiti." I and other American stockholders hired the Papeete Advocat Henri Hoppenstedt to press our claims against the deBisschop faction for a debt of about \$3500. After accepting our money to translate the American Court documents into French so they could be better used in the Papeete Court, Hoppenstedt did nothing whatsoever as the enclosed green radiogram shows. Because of this lack of action by Advocat Hoppenstedt I, with the urging of the other American swindled shareholders, planned to go to Tahiti to fight for justice. As you, and 200 other statesmen in Paris know from the reprinted letters and evidence I have sent out, I was not granted a visa to come to Tahiti so I could fight in Court for justice. And this sabotage evidently stems from the Governor's office, the same office that fraudulently registered the Cheng Ho, or from California ~~where deBisschop is a~~ ^{where deBisschop's} independent and all-powerful friend flourishes. In short, we Americans in Hawaii have learned that a foreigner has little if any chance gaining justice in a Papeete Court. Of course deBisschop has spread

5
6
→ where deBisschop's mid-

24 East 82 St.,
New York, N. Y.
June 27, 1952.

My dear Governor Petitbon:

I wish to thank you for your kind permission to visit Tahiti for three months. This clears my name. I shall not take advantage at this time, however, believing it best to be within easy reach for the next six weeks of my Government Officials and of your Ambassador in Washington. Then in August I plan to be in France. Should deBisschop and his co-conspirators threaten to continue his swindle, it is in Washington and Paris that I must press my suit for \$60,000 damages, not in Papeete.

M. Nordman has just sent me long letters in French that I have not yet been able to translate into English for my careful study, and one letter in English. As I understand it, and more careful study may show I have read wrong:

1. I am to deposit \$15,000 in escrow in the Bank of Indo China on or before July 7, 1952. In my 3-page letter sent today, June 27, to the French Ambassador in Washington I explained why American confidence - due to deBisschop, Hoppenstedt, the "Office of the Governor of Tahiti" in Anziani's time - is low and that therefore any deposit of cash in the South Seas, escrow or not, is impracticable. Nevertheless, to prove my good faith and ability to pay the \$15,000 option price (should the vandal deBisschop miraculously be able to replace by July 7 the teak and camphor woodcabins and other articles he has ripped out and sold), ever since May 31, 1952, I have kept on deposit at the reliable New York City Commercial Bankers or factors C.A. Auffmordt & Co., TWICE \$15,000 or, to be exact, \$30,680.33. Receipt for this money I have mailed to your Ambassador in Washington with the request he communicate the fact to you. Please remember I am the man who aided the stranded Tahitians - Tane a Teriitameho, Edouard Toomaru, Reipu Tuaira, Roger Johnston, Marnual Teitioroo, Mairoto a Faraire, Tapu a Maahaa and Theodore Tairui Tu - in Honolulu when deBisschop abandoned them. Why not ask them? My credit and honor are of the best; deBisschop's of the very worst. deBisschop fooled me for a number of years, and I am not too sure he has not done the same to officials in Tahiti with his imposing talk about Pétain and Bertrand. The request for deposit of \$15,000 in the Bank of Indo China, a country distressed by war and probably on the verge of bankruptcy, is probably just one more attempted deBisschop swindle. Considering the circumstances, it is unreasonable and I am sure the majority of the Deputés of the Assemblée Nationale, like M. Triboulet, would agree with me should I bother to write them again. If deBisschop protests I shall do so with a dossier of his unsavory past.

2. Furthermore, M. Nordman writes that the Cheng Ho will be turned over to me or my authorized representative free of all incumbrances. Then, taking another breath, he remarks that,

- a. the Cheng Ho must remain under the French flag and that,
- b. Oscar Nordman is to have 51% of the shares. These facts conflict.

It is true I wish M. Nordman to be my partner because he is a practical business man and I am an impractical scientist. But actually in the above we get a breach of contract, for which I reserve the right to ask \$60,000 damages from the French Government should trickery follow. By an official fraudulently placing the Cheng Ho under the French flag, I automatically lose 51% or more than half of the vessel - how do I get reimbursed for that? - and as far as voting power is concerned I practically lose all say in control of her actions. This is not turning the vessel over to me "free of all incumbrances." But as I said before, if deBisschop and similar swindlers are no longer involved in Cheng Ho affairs, I would hardly need to ask that my Government cancel the illegal francization not to ask your Government to pay me \$60,000 damages, a request best made when appropriations are voted for foreign aid in Congress. The next few months should decide this question and that is why I cannot visit Tahiti but must remain near Washington and Paris where such major decisions are made.

Of course, if later on I am considered a persona non grata in Tahiti because of deBisschop's enmity, the business of the vessel without occasional personal supervision by me would become faulty. Then business must be conducted in New Caledonia (where I am welcome), or if that is sabotaged I reserve the right to sue France for the \$60,000.

I wish to add that in my letter to the Ambassador I made it quite clear that the illegal registration in the "Office of the Governor of Tahiti" was not performed during your tenure at all but by a previous incumbent, perhaps M. Anziani of cement fame. I also explained that Capt. deBisschop is a very intimate friend of Raoul Bertrand - which might cause dismissal - and that the Ambassador should investigate whether Bertrand on the advice of deBisschop did not sabotage my visa to Tahiti. I always considered you blameless except, if you will forgive my frankness, for being duped (just as I was five years before) by a very clever and dangerous vagabond.

Yours sincerely,

Otto Slegner

ASSEMBLÉE NATIONALE

RÉPUBLIQUE FRANÇAISE

LIBERTÉ - ÉGALITÉ - FRATERNITÉ

Clément TAILLADE

DÉPUTÉ du TARN
Président de la Commission
de Comptabilité
Membre de la Commission
de la Défense Nationale
Palais-Bourbon - PARIS

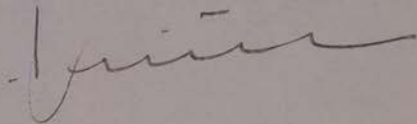
PARIS, LE 27 Juin 1952

Monsieur,

J'ai bien reçu votre dossier relatif au "Cheng Ho".

Je ne manquerai pas de l'étudier avec attention.

Veuillez agréer, Monsieur, l'assurance de ma haute
considération.



Clément TAILLADE

Monsieur OTTO DEGENER
24 East 82 St
NEW-YORK

*received
July 9/1952*

June 27, 1952

Dr. Otto Degener
24 East 82nd Street
New York, N. Y.

Dear Otto:

I received your letter of June 7th and was glad to hear that everything is going so well with you both professionally and in the matter of the Cheng Ho. As a matter of fact, however, I already knew about your honorary degree because there was considerable publicity in the local papers concerning it. I feel honored to be representing such a distinguished scientist. I should be able to charge you an extra \$5.00 for my last remark the next time I do some work for you.

Incidentally, Grace received and deposited the check for the June rent on June 21st.

Sincerely yours,

Winston C. Ingman

WCI:gy

JUN 28 1952

AH1433

X1623/PTE155/WSF PAPEETE 18 27 1625

LT INGMAN

ATTORNEY YOUNG BUILDING HONOLULU

PLEASE INFORM CHENGHO TRADING COMPANY THAT DEGENER'S OPTION
HAS BEEN EXERCISED

NORDMAN

CFM LT INGMAN NORDMAN

Rec'd 6/28/52

Via All America
Via Commercial
Via Mackay Radio

1952 JUN 28 AM 1 09 S

4-A

PA642 PAPEETE 25 27 1645

LT DEGENER 24 EAST 82 STREET NEWYORK

OPTION EXERCISED IN FRANCS SIGN CONTRACT I SENT RETURN IMMEDIATELY
HAVING CHENGHO SURVEYED AND APPRAISED STOP URGENT

OSCAR

ICFM LT 24 82

Via All America
Via Commercial
Via Mackay Radio

COPY

RCA COMMUNICATIONS, INC.

Jun 28 1952

AH1433

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LT INGMAN

ATTORNEY YOUNG BUILDING HONOLULU

PLEASE INFORM CHENGHO TRADING COMPANY THAT DEGENER'S OPTION
HAS BEEN EXERCISED

NORDMAN

CFM LT INGMAN NORDMAN

June 28, 1952

Dr. Otto Degener
24 East 82nd Street
New York, N. Y.

Dear Otto:

I received the original of which the enclosed is a copy.

My brother has been handling all the matters concerned with the Cheng Ho for so long that I am a little vague about your desires in the matter. According to the terms of your option, notice must be given sometime between July 7th and July 22nd of this year to the corporation if you desire to exercise the option. Apparently there is a possibility that the Cheng Ho Trading and Exploring Co., Ltd. may have been dissolved already by the Treasurer's Office despite the protest of my brother. It being Saturday, I will not be able to check on this last until Monday.

Please advise me immediately and in detail what your desires are with respect to the option because it may be necessary for me to take care of this before my brother's return. He is attempting to get reservations on the Cleveland sailing the 11th of July, arriving here the 16th.

Sincerely yours,

Winston C. Ingman

WCI:gy
Enc.

Wire from Nordman dated 6/28/52

WINSTON C. INGMAN
ATTORNEY AT LAW
566 ALEXANDER YOUNG BUILDING
HONOLULU, HAWAII
PHONE 5.5918

June 28, 1952

Dr. Otto Degener
24 East 82nd Street
New York, N. Y.

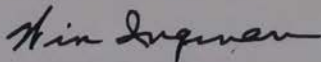
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PA-682 PAPEETE 46 28 1440 VOIE MACKAY

LT OTTO DEGENER 24 EAST 82 STREET NEWYORK

ON ACCOUNT CHENGHO UNDER FRENCH REGISTRY COMPANY MUST BE FORMED
BEFORE OPTION BE EXERCISED UNDER YOUR NAME STOP IMMEDIATELY SIGN
FORM I SENT YOU ADDING BON POUR POUVOIR AND MAIL IT STOP REPLY LAST
DELAY JULY 22
OSCAR

ICFM PA-682 24 82 22

24 East 82 Street,
New York City, N. Y., U.S.A.
June 30, 1952.

M. Marcel Lejeune,
Papeete, Tahiti.

Cher Monsieur Lejeune:

I herewith grant you Power of Attorney (or as it is known in French, bon pour pouvoir) to collect the \$150.00 (one hundred fifty dollars) which M. Henri Hoppenstedt owes me and associates for the task of translating certain documents from English into French, a task never completed and never furnished to me and associates.

The understanding is that your complete fee for the successful collection of this debt of \$150.00 will be 10% or \$15.00.

Yours truly,

Otto Degener

24 East 82 Street,
New York City, N. Y., U.S.A.
June 30, 1952.

M. Marcel Lejeune,
Papeete, Tahiti.

Cher Monsieur Lejeune:

I herewith grant you power of attorney (or as it is known in French, bon pour pouvoir) to collect a debt of approximately \$3,000.00 plus accumulated interest which M. Henri Hoppenstedt had been asked to collect for me from the Cheng Ho Trading and Exploring Company Ltd., but has failed to do.

Mr. Oscar Nordman presently has all the necessary papers, formerly sent to Hoppenstedt, giving precise amount of the debt and the details.

It is understood that the law firm of Ingman & Ingman, Honolulu, Hawaii, for various legal services involving the Cheng Ho and Mr. Eric deBisschop, alias Eric deBischopp, is to receive 33 1/3% of the collected amount of the debt and you receive 10% of the collected amount of the debt

Yours truly,

Otto Degener

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Yours truly,

Otto Degen

24 East 82 St
New York, New York.
June 30, 1952.

Dear Partner Oscar (so I like to call you);

I am still worrying over the translation of the last page - I lost time in doing this because I had to have photostat copies made and that deprived me of them for the time. This evening we visit the Chapmans.

Inthink I wrote you I had protested to your Ambassador against the unreasonableness of placing cash in an Indo-China bank where civil war exists. I have since the last of May twice the necessary amount on deposit in New York, your Ambassador has the evidence of it, and here is a pink post office "return receipt" for our company files showing the letter actually reached him. I imagine he has already cabled your Governor. His Secretary certainly scribbles.

Are you not too trusting in your business dealings? Suppose I put money in an Indo-China bank and due to the war or other causes the bank goes out of business? I can kiss the money goodbye. Also, after an American puts dollars in a French bank, if the sum is high enough a week later a law may be passed freezing dollars, and the only way to get the money back is to take French francs, Russian rubbles or Chinese yen. What then? As the Hawaiians say, "poho."

I have lived in the Pacific since 1922. I love it there, and I love the friendly good-natured and trusting people. But I also realize they are too trusting for this day and age to compete with dishonest European riff-raff like Eric. By signing that document as it reads now we are merely giving carte blanche to legalize his past thefts. What if the Notary slips the name Eric d. into the Nordman-Degener Co., papers? Remember, deB. got his name on that illegal registry document. What then? Both of us lose the C.H. There must be safeguards against all such possibilities, no matter how remote. Eric is a genius at trickery. Neither you nor I can sign documents on a minute's notice. Every word, particularly of a French document, must be correctly translated and carefully studied. You know how the islanders everywhere in the Pacific have lost their possessions and have their backs to the wall - the reason is they carelessly signed their names to documents. You yourself, as I learned from reading the obituary you wrote about that nasty old beachcomber in Pim, just about "lost your shirt" and had to start all over again. So please don't expect to rush things when they CANT be rushed

Also, there is another reason for being unable to rush things, namely the C. H. case by this time is something of a cause celebre in Government circles - not among Congressmen yet unless attempts are made to trick us when I can pour forth a flood of letters and printed documents in our favor - for example, the Division of Protective Services of the State Department. They get progress reports from me on the case and it is of course to such Divisions and men I must now send the photostats of the "Le Soussigne" you mailed me. Such busy people, like your own officials, won't be hurried.

You again write as though you fear the Governor's irritation about the C.H. affair. Of course, it is regrettable that any one is irritated - you and I included - but that is the fault of Eric and his cronies. Anyway, his irritation may not be of long duration if a second-hand rumor is correct. I have nothing against him and so most of my long letter the French Ambassador in Washington explains that the fraudulent registry of the C.H., was consummated in a previous governor's regime, not in that of M. Petitbon. He is ap-

parently to blame for not explaining to his superiors that the fiasco of not granting me a visa probably stemmed from California and that Eric, l'enfant gate of R. Bertrand probably had his finger in the pie. I do not doubt but that Raoul is now getting the spanking he deserves, and that it will please the Ambassador no end if justice is done.

Another thing: you and people in Tahiti are under the wrong impression that only the French Government is involved in the Cheng Ho affair. That is untrue. Way back when in Judge Park and Judge McLaughlin's two Courts we discovered Eric's illegal registration, Lawyer Ingman studied the situation for me. According to him - and I cannot imagine laws have changed much in 4 years - it is the easiest thing to have a fraud annulled and no wish by people in Tahiti can go against the findings of an International Court. But as I was "through" with the Cheng Ho until July 1952, I decided not to press further Court action. Anyway, Eric might have changed the registration under the American flag by the time July 1952 had come around. As you know, Eric involved me in 3 Court actions, and I was too tired for a fourth at that time. Also, I know of no one whom I would prefer to you as partner in an interesting part of the South Seas which I wish to visit as partowner aboard the C.H. So, if the Tahiti Government does not try to squeeze me into forcing the annulment of the illegal francization of the Cheng Ho, why not let it continue under the French flag?

Naturally if the Tahitian Government is too drastic and insistent regarding the present "Le Soussigne" paper you mailed me and of which copies are going to my Government advisors, they may approach over my head with their complaint to your Government in Paris. The latter, anxious to avoid my \$60,000 claim about which 200 "eputés" have read, may simply cable your Governor: "Annual fraudulent Cheng Ho registration." Then what? Will you want to be my partner sailing in Samoan or U.S. Trust Territorial waters under the American flag? Your local officials don't realize as I do how powerless they are against the decisions of their superiors in Paris. So long as deB has influence in Tahiti, I must use fair influence in more powerful Paris and Washington.

You may not know that Mrs. Archbold was gravely insulted - expelled I believe with but 2 hrs notice - by the Governor of Tahiti about ten years ago. This colored her opinion of your islands. She is the lady who built the Cheng Ho for scientific exploration, and still much interested in her fate. When I had dinner with Mrs. A., at Reservoir Road, Washington, after my seeing Consul Dupont, she surprised me by asking if she should arrange a meeting for me with your Ambassador. I declined. Because of M. Dupont's broad-minded fairness I thought him quite satisfactory, and did not wish to offend him by going over his head. Mrs. Archbold is flying to Europe July 2 and you can be sure she will talk Cheng Ho and Tahiti to officials there. She has a good opinion of you, from my reports. She is connected with banking interests as is your governor. I will be in Paris any time after August 15, depending on how urgent Cheng Ho matters should become.

You are overanxious about any deadline for completing a Cheng Ho contract. deB. got his notice, cash is in New York, he damaged the vessel more than \$15,000. What else do we need? I wrote for a visa to Tahiti way back in Dec., while still in Hawaii, when I could have come to Tahiti easily and cheaply to attend to C.H. matters in good time. It is not my fault if the Tahiti Government brutally first slaps me in the face, thanks to being duped by a convict, and delays my visa until I have traveled all the way to Washington to complain to your Ambassador and my State Department. You can imagine how much money I wasted doing this. The delay is not our fault, as I shall explain to the Ambassador. If things go wrong; there are two plans:
1. We will annual francization in the International Court in Paris and start a Nordman-Degener Co., with Nordman having 49% and Degener 51% elsewhere -

U.S., Panama, Tonga or any other countries' registration.

2. Abandon the Cheng Ho for \$60,000 damages, a sum I as a Federal Tax Payer (some of whose money goes to France in gifts) should be able to collect when Congress votes foreign appropriations. And, in a way, since you never answer my question as to what the annual deB. charter cash income was or what we can expect, I almost feel the latter is the safest for me - bird in the hand, 2 in the bush idea.

So, please, don't be so worried. Everything is under control thanks to you in Tahiti where the vessel is, and thanks to me in the U.S., where the highest Government Officials are. I have won every case against deB. so far. Were I not sure of winning, I would not drop all work and fight this case.

But now I MUST get that last page translated as best I can before I see your niece for corrections. I shall write in a day or two, probably sending you a limited ~~limited~~ partnership agreement to satisfy your local chicanerie law until we can write to one another more fully and I can get replies from the State Department, etc.

Aloha mui loa,

I am sorry my typewriter is out of order.