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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.

M. Oscar G. Nordman

Papeete - Tahiti

a Maître Lejeune, Notaire

Papeete

Monsieur le Notaire

Je viens d'apprendre que le " CHENG HO " va quitter le port de Papeete, le 1er Juillet 1952, pour les îles Tuamotus, or il ne sera jamais de retour le 7 Juillet 1952, jour de la levée de l'option.

A partir de cette date, c'est à Monsieur Otto Degener que les ou l'affrèteur auront à faire. Il y a une offre de quatre mille francs par jour offert par une maison de commerce de la place.

Alors je demande au nom de Monsieur Otto Degener, que en cas que le " CHENG HO " ne serait pas à Papeete, le 7 Juillet 1952, que le mandataire de Monsieur GALLOIS, soit notifié de cette décision, ainsi qu'à partir de cette date la POLICE d'ASSURANCE soit au nom de Monsieur OTTO DEGENER.

Je suis d'avis de ne pas laisser le " CHENG HO " prendre la mer.

Je demande à titre de réparations, dommages-intérêts la somme de \$20.000. ou l'équivalent envers la " Cheng Ho Trading & Exploring Company Ltd, pour avoir dans le courant des années 1947 à 1952, transformé le " Cheng Ho " en une vaste cale en détruisant les aménagements luxueux du navire et la disparition de foules d'articles.

Qu'en décembre 1951, le " Cheng Ho " échoue sur l'île Tetiaroa, causant des avaries à la coque du navire, ce qui diminue la valeur du navire.

Que de février 1951 à février 1952, le " Cheng Ho " n'a pas été en cale sèche, et que le navire a été rongé par les tarredos à plusieurs endroits.

Suivant option du 7 Juillet 1947, le " Cheng Ho " doit être rendu dans les mêmes conditions qu'il était en Juillet 1947 pour la somme de \$15.000 ou l'équivalent.

Je prends le navire le 7 Juillet 1952, au nom de Monsieur Otto Degener, sous réserve de ma demande de \$20.000 ou l'équivalent en réparation des dommages causés au navire dû à la malveillance et mauvais traitement à la coque et aux moteurs.

Ce n'est pas une expertise de la valeur du navire que nous avons besoin, c'est une expertise de ma demande de \$20.000 ou l'équivalent pour dépréciation etc.

Il est bien entendu que le paiement de l'option n'est pas stipulé, et je maintiens ma demande de \$20.000 ou l'équivalent à titre de réparation et dépréciation du navire.

Si au cas le navire prendrait la mer et ne serait pas de retour à la date de la levée de l'option, je demande que les ou l'affrèteur assure le navire au nom de Monsieur Otto Degener, ou à son mandataire pour la somme de un million de francs qui est sans doute le montant de la Police d'Assurances du présent, ainsi qu'à partir de cette date 7 Juillet 1952, l'affrètement serait 4000 francs par jour (Quatre mille francs CFP).

Je vous prie, d'agréer Monsieur le Notaire, à mes sentiments respectueux et dévoués
Oscar G. Nordman

24 East 82 St.,
New York, N. Y.
July 1, 1952.

*French Desk,
State Dept.,
Washington,
D.C.*
Dear Mr. Tallman:

To keep you up to date, I enclose for your files photostats I just received from Tahiti concerning the Cheng Ho. The pencil scribbling (except for Mr. Nordman's suggestion I sign my name "Otto Degener" and "Bon pour pouvoir") are my own in attempting to translate and find out how important "Le Soussigne" really is. I found out alright! By signing it "Monsieur Pierre Mozelle, clerc de Notaire." can just about give the Cheng Ho to any man he chooses, including deBisschop.

The English letter from Oscar Nordman I did not have photostated, but I re-typed it and enclose it herewith also. From this letter we find that M. Gallois, who is on the Governor's Privy Council, represents deBisschop, at the June 11, 1952 meeting regarding the Cheng Ho. He evidently helped with the "Le Soussigne" document. It looks to me as though I am to plunk down \$15,000, then sign the "Le Soussigne" document blindly, and let the people in Tahiti not only legally take the vessel away from me but my \$15,000 as well. I shall of course not sign.

Gallois, by the way, has been the charterer of the vessel and, because he ran her on the reef last December and was responsible for the damage, was obliged to put the Cheng Ho in dry dock for repairs. These according to Nordman cost him something like \$10,000 cash. I now evidently am to reimburse him for this expense of his own by the \$15,000 I am to hand over.

I wrote the French Ambassador in Washington June 26 that I would not place \$15,000 in escrow or otherwise in the Bank of Indo-China - Indo-China is in the throes of civil war. My option contract does not call for anything like that. But since the latter part of May I have over \$30,000 cash on deposit at the commercial bankers of factors C.A. Aufmordt in New York City. I sent proof of this deposit to him. Nordman and I both gave notice of my exercising the option to the company. Now it is up to deBisschop to hand over the vessel as I handed it over to them in 1947. My contention is that since deBisschop wrecked the Cheng Ho in the first 8 months of his use of her (over 4 years ago) by \$15,000, no cash need change hands anyway.

Whether there is any connection between the letter I wrote the French Ambassador June 26 and two wires I received from Tahiti, I don't know. But here they are:

"June 28 A M 1 09 Degener 24 East 82 Street New York Option exercised in francs sign contract I sent return immediately having Cheng Ho surveyed and appraised stop urgent. (Signed) Oscar"

"June 29 A M 1 25 Otto Degener 24 East 82 at New York 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. (Signed) Oscar"

The first page of the Lejeune letter intimates to me that now the Tahitians believe, if they have not all along, the deBisschop registered the vessel fraudulently "d'une indelicatessse de la part a reussi a duper l'Administration francaise."

I don not understand why Lejeune spells deBisschop's name deBischopp all of a sudden.

I am sorry something happened to my typewriter.

Aloha,

Otto Degener

SEMBLÉE NATIONALE

RÉPUBLIQUE FRANÇAISE

LIBERTÉ - ÉGALITÉ - FRATERNITÉ

PARIS, LE 1er Juillet 1952

Monsieur OTTO DEGENER

WAIALUA, OAHU

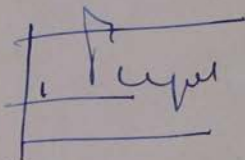
--:--:--:--:--

HAWAII

Monsieur,

J'ai bien reçu votre lettre du 13 Juin m'indiquant le motif de l'action que vous intentiez contre le Gouvernement français et vous remercie des renseignements que vous me donnez et qui me seront utiles pour suivre la marche de cette affaire.

Dans l'attente de nouvelles informations, je vous prie d'agréer, Monsieur, l'expression de mes sentiments distingués.



Jean PUPAT

Député de la Loire.

*answered
Aug 18*

24 East 82 St.,
New York, New York.
July 1, 1952.

Dear Oscar:

I wrote letters to Washington and Lawyer Ingman in Honolulu, the latter letter instructing him to correct two messages of mine if necessary to M. Lejeune before sending them on to Tahiti. These last give him my "bon pour pouvoir" to collect the hopeless Hoppenstedt \$150 and the \$3,000 I.O.U., owing me; nothing more for the present. Also, I have advised him to engage M. Lejeune for the Ceran-Robinson debt of about the same amount provided M. Lejeune succeeds in the first two. The total debt would be about \$ 7,000 and a fee of \$700. For me to write French to him is rather futile so I shall write to you my reactions, you please informing him of whatever you see fit.

Please read again the option agreement of Dec. 7, particularly the second paragraph. There you will see that the vessel is to be returned "free of all liens, claims, taxes and incumbrances of any nature whatsoever." The Governor in the June 11 meeting admitted the truth of it ~~and the vessel is on it~~ ^{and the vessel is on it} the Foreign Section of the State Dept., would agree ~~on this statement~~. Hence we have nothing whatsoever to do with the company except to accept the vessel, and it is absolutely of our concern whether the company continues in business, dissolves or goes bankrupt. The vessel is to be turned over to me "clean": no bills of any kind hanging over it. So M. Lejeune's kind suggestion to me that he wind up the Cheng Ho Trading & Exploring Company Ltd., is out of my province entirely. He must write the stockholders about such work who presumably are chiefly Eric, his wife and perhaps his mother-in-law. Of course, by this time, I don't know to what extent shares have shifted ownership.

Another item dealing with the above is the ridiculous claim of unfortunate M. Gallois. It is not our fault that the Cheng Ho went on the reef (while in his charge, by the way) and required repairs for which he paid. That has nothing to do with the Cheng Ho. It is up to M. Gallois to try to get the cash from the company or Eric. The ship remains in the clear and untouched. Calamy (was that his name?) and I (who lost my share of the stolen cargo we sent to Tahiti) are more to pity. We lost all without being at fault ourselves. Here again we find a case where a Privy Councillor, M. Gallois, is trying to get back the money he spent and get it back at my expense. Now you can see how good my claim is against the French Government for \$60,000 because French Government Officials, by virtue of their Government positions, are sabotaging the collection of my assets. This breaks down once more the French Ambassador's argument that ~~the~~ suit is merely between private individuals.

Regarding the \$3000 debt owing me, this cannot come out of the Cheng Ho either, nor can the Ceran-Robinson debt. Such debts have nothing whatsoever to do with the vessel which, as I said before, must be turned over to me

without incumbrances.

In conclusion: 1) If we are to start a Nordman-Degener Company Ltd., we start from an absolutely clean slate with a vessel which owes not a single sou to anyone. 2) The idiots Degener, Calamy, Gallois, Ceran-Robinson, Peiler, Ordenez, English, Malayo, etc., etc who were fooled into lending money by de Bisschop to de Bisschop or to the Cheng Ho Co., must try their best to get that money from de Bisschop or from the Company.

It is my suggestion that after I get the Cheng Ho back as per contract, we creditors all band together, engage M. Lejeune, and then force de Bisschop and the Cheng Ho Company into bankruptcy. Four years ago we shareholders heard he had salted away the proceeds from the sale of the loot he stole from us in the Bank of Indo-China, perhaps in the name of a paramour of his. There is probably quite a nice sum M. Lejeune could rescue for us creditors - but let us first start the Nordman-Degener Company.

24 East 82 St.,
New York, N. Y.
July 1, 1952.

Recd 7/3/52

Dear Winn:

It was nice getting your two letters. Here in New York City it has been stifling hot, and I hope Dave has not suffered still more than I from the South.

I thank Grace for her efficiency in placing the Freedman checks in my Visa-Len Bank. Taxes were due, and I did worry a bit that I might get a no funds notice from there.

Woodman, who is evidently on the borderline of honesty, has a Marcel Rejume handle on the handle name Champ H's affairs. He (Woodman) sent me a partnership contract, written in French, to sign in a great hurry before July 7. That is all nonsense and I am letting Woodman do a little stewing. The contract, should I sign it, would just about turn over the vessel to Woodman. Now Woodman can be useful to me so instead of offending him by telling him I know what his honesty rating is, I have added a billet doux, strictly confidentiallement, that I consider Woodman, a man of part. Polynesian extraction, a bit gullible. That is why I feel he erred on the business contract, not because he is dishonest & is trying to trick me. So just please leave that little note - a narrow strip - in the letter I wish you to forward to Rejume.

Please read my two powers of attorney to check if they meet with your approval. Then, if you think wise, please write him your-

Woodman cabled he picked up the Champ H's affairs for me so evidently everything is under control.

self, enclosing in the same envelope, that if he settles these two little debts satisfactorily for Degener, you will (or might) give him the larger Ceram-Robinson Collection to handle. Of course (or is it not as I have not yet received my \$500 bond back for keeping Ceram-Archer out of the Immigration lockup?) I am not involved there.

Now down to gossip:

I had a meeting with French Consul Dupont in Wash., D.C., who knows Le B., and sides with me against him. The State Dept., on my suggestion, phoned Dupont and was impressed that what I reported to them is true. They promised to help - I believe the promise sincere - but said it would take some time. I guess they are waiting for facts from the U.S. Consul in Noumea.

Well, while all that State Dept. work is transpiring, I hear from trembling Tahiti, that by special dispensation I can buy back the Cheug Ho "without incumbrances" but that she must be under French flag. I must pay the \$15,000, that I am to have 49% of shares and woman 51%. But same French official is to write the partnership contract and this individual can write it so I actually lose the boat - so no soap. Also I consider the "no incumbrance" statement the valid one and that the ownership of only 49% of stock is ~~no~~ contrary to it. At the end for each from U.S. unless contract is reasonable. At the end.

As it appears I must have had the boat. Well, I am letting them think that I will demand the \$15,000 damage when next Paris gets

(Please bill me immediately) 24 East 82 St.,
New York, N. Y.
July 2, 1952.

Dear Winn:

I am sorry I have has not tumbled up to New York. Well, I shall pestter you because of his ignor-
ing this city and ask you to have grace by grace
graciously I play off your dictation on her by pe-
minder. Please rush me this contract so I can
read it and rush it into the mails before the
deadline of July 22.

To begin with, the Tabitiens are out to skin
me alive. They insist on my depositing \$15,000
cash in the Bank of Indo China - a country
beset with War. Well, I protested to the French Am-
bassador in Washington, informing him I had
\$15,000 in New York City, and sent him proof. This
is not in escrow by the way. After the deposit has
been made, the Tabitiens won't turn the C.H.
over to me unless I sign a business agree-
partnership agreement so drastic that I just
about lose the Cheep Ho and my \$15,000 besides.
The contract they want me to sign - it is in French -
is a waste of time for you to read or study. Now
I want to send them an alternate contract -
this to have oodles of loopholes for me - to
stall them until the Dept. of Something Or Other
in Paris investigates, as they have promised
me in their letter to me. the Tabitian situation.
After the Parisians have ~~spooked~~ ^{spooked} the Tabitiens
severely for risking the loss of U.S., handouts to
Paris, they will be more meek and I hope
will accept many of the facts your contract
will allow. Now can you weave something
like the following into my contract?

1. Otto Degener, at any time, reserves the right to
annul the fraudulent registration of the Cheep

P.S. I believe there are a few more in N.Y. but if I write my correspondence after you contact them
my next for me to go to India so I can see them in time for you to handle my affairs for them

Ho under the French flag and to register the vessel under any flag of his choice; and to take back the ~~vessel~~ complete ownership of the junk-yacht Cheug 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 liens, claims, taxes and encumbrances of any nature whatsoever.

2. Reserves the right to purchase 5 shares of the Nordman-Degener Company Ltd., from his partner Mr. Oscar G. Nordman or assigns at the price of \$2.00 per share — Wm., this must be as by law, the French registered Cheug Ho must belong 51% to a Frenchman. If I change over to Panamanian or other registry I want over 50% shares to control Co.

3. Reserves the right to refuse to charter the vessel Cheug Ho to any person or company; and reserves the right to hire for and to dismiss from the Company the services of any ^{person or} company — Wm. we need this to prevent de Bisschoff being hired.

4. Reserves the right to be and live aboard the Cheug Ho at any time and to have access to the books of the company at any time.

Otto Degener grants to the Notary Clerk Mr. Pierre Mozelle, resident of Papeete, Tahiti, the right to form a company duly in regard to:

1. Naming it the Nordman-Degener Company Ltd.
2. Issuing 100 shares at par value of \$2.00 per share, 49 of these shares to be the property of Otto Degener, born in Orange, New Jersey, May 13, 1897, and resident of Waialea, Oahu, T. H. ; and 51 of these shares to be the property of Oscar Nordman, resident of Papeete, Tahiti. Wm., this last sided division must be in favor of a Frenchman so long as the vessel is under the French flag.

Now is such a contract absolutely safe so that if any crookedness arises again that I can take the Cheug Ho away as I am doing it from de Bisschoff. That is what I need.

So that we don't offend Pierre Mozelle, I believe we should have some kind of preamble or postscript such as "It is of course understood that due to the past irregularities of a man who has physical and very, beclouded, problematical legal possession of the Cheug Ho, this simple act of incorporation must suffice until the new partners of the Nordman-Degener Co., living thousands of miles apart and with only slow means of communication, can come to some further mutual understanding concerning legal matters and can have such understanding ratified by their respective government advisors."

24 East 82 St.,
New York, N. Y.
July 2, 1952.

Dear Winn:

I am sorry Dave has not tumbled up to New York. Well, I shall beset you instead because of his ignoring this city, and ask you to have grace gracefully play off your dictation on her typewriter. Please rush this contract so I can read it and rush it with the mails before the deadline of July 22.

To begin with, the Tahitians are out to skin me alive. They insist on my depositing \$15,000 cash in the Bank of Indo China - a country beset with War. Well, I protested to the French Ambassador in Washington, informing him at the same time I had \$15,000 in West in New York City, and sent him proof. This is not in escrow, by the way. Even after the deposit has been made, the Tahitian Government won't turn the C.H. over to me unless I sign a partnership agreement so drastic that I just about lose the Chey Ho and my \$15,000 besides. The contract they want me to sign - it is in French - is a waste of time for you to read or study. Now I want to send them an alternate contract - this too has dodges of loopholes for me in case trickery on their side develops - to stall them until the Dept. of something or other in Paris investigates, as they have persecuted me in their letter to me, the Tahitian situation. After the Parisians have spanked the Tahitians severely for risking the loss of U.S. handouts to Paris, they should be more reasonable and I hope will accept many of the facts your contract will allow. Now, can you weave something like the following into a contract.

1. Otto Degener (what a blunder!!!!!! make it) Dr. Otto Degener (the "Doctor" should be a dago dazzyler) ^{crashings} at any time, reserves the right to annul the fraudulent registration of the Chey Ho under the French flag and to register the vessel under any flag of his choice at any time, and to take back the complete ownership of the junk yacht Chey 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 liens, claims, taxes and encumbrances of any nature whatsoever.
2. Reserves the right to purchase 5 shares of the Nordman-Degener Company Ltd., from his partner Oscar G. Nordman or assign at the price of \$2.00 per share. Winn, this must be as by French law, the French registered Chey Ho must belong 51% to Frenchman. If I change over to Panamanian or other registry, I want over 50% of the shares to control the Company.
3. Reserves the right to refuse to charter the vessel Chey Ho to any person or company, and reserves the right to hire for and to dismiss from the Company any person. Winn, we need this to prevent de Bisschoff being hired.
4. Reserves the right to be and live aboard the Chey Ho at any time and to have access to the books and records of the Company at any time.

Dr. Otto Degener grants to the Notary Clerk Mr. Pierre Mozelle, resident of Papeete, Tahiti, the right to form a company only in regard to:

1. Naming it the Nordman-Degener Company Ltd.
2. Issuing 100 shares at par value of \$2.00 per share, 49 of these shares to be the property of Otto Degener, born in Orange, New Jersey, May 13, 1899, and resident of Waialeale, Oahu, T. Hawaii; and 51 of these shares to be the property of Oscar G. Nordman, resident of Papeete, Tahiti. (In this respect, division must be in favor of a Frenchman so long as the vessel is under the French flag - of course, it guarantees that I have very little to say.)

Now is such a contract absolutely safe so that if any crookedness arises again that I can take the thing away as I am doing it from de Bisschops? That is what I want.

So that we don't offend Mr. Pierre Mozelle, I believe we should have some kind of preamble or postscript such as "It is of course understood that due to the past irregularities of a man who had physical and very belabored, problematical legal possession of the C.H., this simple act of incorporation must suffice until the new partners of the Nordman-Degener Co. Ltd., living thousands of miles apart and with only slow means of communication, can come to some further mutual understanding concerning bylaws and other matters and can have such understanding ratified by their respective governments' advisors."

P.S. I know there are attorneys in N.Y., but it hurts my Missionary conscience after you collect my rent for me to go to them so long as there is time for you in Hono. to handle my affairs. Please bill me for this work when my next rent cheque arrives. I just paid my taxes.

Aloha,
Otto

Dear M. Lejeune:

24 East 82 St.,
New York, N.Y.
July 3, 1952.

So long as I have various American agencies helping me in l'affaire Cheng Ho, I cannot always follow my own advice.

I am sorry that your name was omitted from the revised "Le Sausigne". I fear it is due to the misunderstanding that you were an ~~Advocat~~ practicing ~~perhaps~~ ~~with~~ in Papeete and not finding your name registered in a list of them given Maître Bertol. You may remember we American stockholders had some misfortune with M. Hoppenstedt, a man ~~not~~ we would not have selected had we had the list a year or more ago when we selected him to press our claims for debt.

The ~~new~~ revised ^{document} ~~contract~~ is now in the hands of Maître Richecoeur, allowing him to select the Notary of his choice. I hope he has chosen you, and not ~~followed~~ ^{followed} the ~~false~~ ^{the} false impression ~~from~~ unfortunate impression - now no longer held by us - that you should not be selected.

Of course, part of this mix-up is due to Tahiti being so far distant from the United States, and the difficulty and delay in communicating by letter.

Aloha,

Copy

24 East 82 St.,
New York, N. Y., U.S.A.
July 5, 1952.

Dear Mr. Hoppenstedt:

Thank you for your informational letter of June 25 regarding the return of the mimesis part of the English-French translation fee.

M. Marciel Rejeune, ^{a name mentioned among the deputies to the} has my "bon pour pouvoir" by this time to collect it, so do please turn it over to him. He is then to subtract his 10% collection fee before forwarding it to Mr. Winston Sugman, whose new address is on the reverse.

As you know, that \$150 was not all mine but a contribution from a number of us swindled stockholders. Mr. Sugman must now decide what the share of the refund is for each one of us. I guess it depends on the amount of the debt Eric owes each one.

It is strange how ^{just about} everything and every person ^{our mutual friends} Eric touches or deals with does not actually ^{neither} and die but at least suffers. With the payment of the refund to Mr. Rejeune I hope we can let this matter drop forever. I am glad you are out of this imbroglio because I ~~just~~ hear that the Ministère Aloha des Affaires Étrangères has promised me ^{his letter of June 21} to "effectuer une enquête à Pépée" etc.

Otto Degener

I plan to be in Paris this fall



Mr. Winston Sufman,
Young Bldg.,
Honolulu, T. Hawaii.

H. HOPPENSTEDT

AVOCAT - DÉPENSEUR

BOITE POSTALE : 517

PAPEETE - TAHITI

OCEANIE FRANÇAISE

DET AVIOL TEAL

PAPEETE, LR

June

25th

1952

Mr.

Otto DEGENER

24 East 82 St.

NEW YORK

U.S.A.

Dear Sir

In hands your favor of June 5 th.

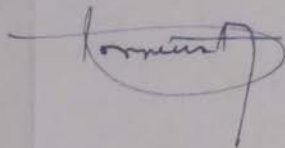
Concerning the 150 \$ mentioned, it is true that I did not get your documents translated in French ! why ! Because through my investigations here, I found out a lot of informations which rendered such translation useless in my opinion; a new situation appeared to me; therefore I wrote Mr. Ingman the long letter of October 19 th 1951 asking for new instructions; I never got any answer from Mr. INGMAN or from yourself.

Owing to above mentioned informations and which I reported Mr. INGMAN, I considered of my duty to postpone translation until new instructions come from you; such instructions never came, - on the contrary, you gave power of attorney to Mr. HORDMAN whom I never saw, who never came to see me and you wrote me a letter full of anger and claiming me the 150 \$.

If such money has been asked for translation, you must realize what I had to work here on the matter; on these 150 \$ I keep my fees for my work done and will turn over the balance to your friend Mr. HORDMAN.

I do not care if my name is getting familiar in French and U.S.A. governments. In your matter, I did what I considered my duty.

Yours.



July 3

Dear Wm; Return this letter some day. As I gave my power of attorney to Rejume to collect Hoppenstedt's debt, the former may subtract his 10% before mailing the cash to you, whose is to divide it according to ownership, getting lion's share. Hurdah
@tto

24 East 82 st.,
New York, N. Y., U.S.A.
July 5, 1952.

Le Ministere des Affaires Etrangeres,
Direction des Affaires Economiques et Financieres,
Paris, France.

Dear Sir:

Thank you for your letter of No. 2476 DE of June 21 regarding the Cheng Ho and Mr. Eric deBisschop. I recently received from Tahiti the letters headed "Le Soussigne" and "Marcel Lejeune." I mailed photostat copies of these letters to the State Department in Washington last week, and now mail you copies as well. The pencil writings, except for "Bon pour pouvoir" and Otto Degener" at the end of the letter, are my own attempts of translation into English.

1. Both the U. S. Federal Court and the Territorial Court in 1948 in Honolulu established the illegal registration of the Cheng Ho under the French flag by the swindler Eric deBisschop

2. The letter from Marcel Lejeune of June 11, 1952, intimates that deBisschop illegally registered the Cheng Ho under the French flag.

3. After strong protest against the injustice to which the Government of Tahiti - to whom the convict Eric deBisschop is an enfant gate - has subjected me, I am now permitted to visit Tahiti for three months.

4. I am now permitted by the Government of Tahiti to repurchase my Cheng Ho - a right I always owned until fraudulently the Office of the Governor of Tahiti enabled the convict deBisschop to register the vessel in his own name under the French flag.

5. Eric deBisschop in the first eight months' possession of the Cheng Ho in Tahiti, has allowed the vessel to deteriorate from the appraised value of \$75,000 to a new appraised value of \$60,000, or a loss of \$15,000. This is the exact sum I owe him to purchase the Cheng Ho at her original value of \$75,000.

6. I have met all conditions of my contract signed July 7, 1947: a.) Have sent and will continue to send notices of my demand to exercise the option, and b.) Have \$15,000 cash in New York City available for the purchase, having sent proof to the French Ambassador in Washington of this fact.

7. Mr. Gallois, charterer of the vessel and Privy Councillor of the Governor of Tahiti, allowed the Cheng Ho last December to run aground on the coral reef, necessitating expensive repairs by M. Gallois to the Cheng Ho.

8. Before I am able to buy back the Cheng Ho, which past and present French Government Officials have illegally tried to hinder, I must sign a "bon pour pouvoir" under the document "Soussigne" which:

a. Robs me of 51% of my vessel.

b. Robs me of almost all rights as I would be a minority stockholder.

c. Tries to take from me \$15,000 so M. Gallois, official of the Government of Tahiti, can recoup his unfortunate losses at my expense, losses incurred by his own fault. Proof is in M. Lejeune's letter: "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."

Because past and present French Government Officials in Tahiti are attempting to steal my property:

1. I demand permission to form a corporation under the French flag with the French citizen Mr. Oscar G. Nordman of Tahiti; the right to annul at any time the fraudulent registration of the vessel named Cheng Ho to any nationality whatever and to take her back "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."

OR, if you please,

2. I demand payment of \$60,000 damages by the French Government for the loss of the Cheng Ho. I shall appeal personally to the Congress of the United States, their 96 Senators and 435 Representatives, in Washington. I believe that your investigation will make this appeal unnecessary.

Sincerely,

Otto Degener

24 East 82 St.,
New York, N. Y., U. S. A.
July 8, 1952

Le Ministère des Affaires Étrangères,
Direction des Affaires Economiques et Financières,
Paris, France.

* naisleur:

Mes remerciements pour votre lettre du 21 Juin, No. 2476 DE en regard du bateau Cheng Ho et M. Eric deBisschop. J'ai reçu naguère de Tahiti des lettres designées "Le Sausnigne" et "Marcel Lejeune." J'adressai la semaine dernière des copies photostatiques de ces lettres au Département d'Etat, Washington, et maintenant je vous envoie aussi de ces mêmes copies. Les écritures en crayon, exceptant "Bon pour pouvoir" et "Otto Degener" à la fin de la lettre, sont mes propres essais d'une traduction anglaise.

1. Même le Tribunal Federal des Etats Unis et le Tribunal Territorial à Honolulu ont établi en 1948 que l'enregistrement du bateau Cheng Ho sous le drapeau de la République Française par le vagabond Eric deBisschop fut un acte illégal.

2. La lettre de M. Marcel Lejeune du 11 Juin 1952 donne à entendre que deBisschop avait illégalement enregistré le Cheng Ho sous le drapeau de France.

3. Après mes fortes protestations contre l'injustice que le Gouvernement de Tahiti - pour lequel le déporté Eric deBisschop est enfant gâté - m'a exposé, on me permit maintenant de visiter Tahiti pour la durée de trois mois.

4. Le Gouvernement de Tahiti me donne à présent permission de racheter mon bateau Cheng Ho - une droit que j'ai toujours possédée avant que l'Office du Gouverneur de Tahiti frauduleusement donnait au déporté deBisschop le moyen à enregistrer le bateau au nom de ce deBisschop sous le drapeau de la République Française.

5. Eric deBisschop, pendant les premiers huit mois de sa possession du Cheng Ho à Tahiti a permit le bateau de détériorer par son vandalisme, du haut de l'évaluation de \$75,000 jusqu'à la nouvelle évaluation de \$60,000, une perte de \$15,000. La somme de \$15,000 que je lui dois pour racheter le Cheng Ho est l'exacte equivalence de cette perte. Depuis l'évaluation de ce \$60,000 il y a encore plus des pertes par vandalisme.

6. Je faisais face à tous les conditions de mon contrat, signé le 7 Juin 1947:
a.) J'ai envoyé et continuera d'envoyer des notifications de ma réclamation d'exercer ma option. b.) J'ai la somme de \$15,000 à New York City, et en ayant envoyer la preuve à l'Ambassadeur français en Washington.

7. M. Gallois, Conseil Privé du Gouverneur de Tahiti et affrèteur du Cheng Ho, a permit le bateau en Decembre 1951 à échouer sur un banc de coraux, nécessitant des reparations à grands frais au M. Gallois.

8. Avant que je peux racheter le Cheng Ho, un acte que fonctionnaires anciens et actuels du Gouvernement Français ont illégalement essayer de m'empêcher d'en faire, on exige ma signature, un "bon pour pouvoir," sous le document "Sausnigne." Ce document:

a. Me dépouille du droit sur 51% de mon propre vaisseau.

b. Me dérobe de presque tous droits à cause de m'étant actionnaire en minorité.

c. Essaye aussi de s'approprier mes \$15,000 de sorte que M. Gallois, fonctionnaire du Gouvernement de Tahiti, peut réparer sa malheureuse perte à ma dépense, comprenant ses frais pour les réparations du Cheng Ho, tiré de sa propre faute. L'evidence est dans la lettre de M. Lejeune: "Dans le même apurement de compte figurera le règlement d'une somme de 500,000 francs réclamée par M. Gallois pour travaux de réparation sur le Cheng Ho."

Car fonctionnaires anciens et présents du Gouvernement Français à Tahiti essayent de me priver de mes biens,

1. J'exige la permission de former une corporation sous le drapeau de France avec le citoyen français M. Oscar G. Nordman à Tahiti; le droit à moi d'annuler l'enregistrement du vaisseau nommé Cheng Ho à toute heure et l'enregistrer sous une nationalité quelconque et le reprendre "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."

Autrement, s'il vous plaît,

2. J'exigerai le paiement de la part du Gouvernement Français de la somme de \$60,000 pour le tort fait à moi à cause de la perte du Cheng Ho. J'appellerai personnellement au Congress des Etats Unis, leurs 96 Senateurs et 435 Députés, à Washington. Je crois que votre investigation juste ferait cet appel pas nécessaire.

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

Alte Degener

34 East 82 St.,
New York, N.Y., U.S.A.
July 7, 1952.

Cheng Ho Trading & Exploring Co.,
c/o Capt. Eric deBisschop,
Tahiti, French Oceania.

Dear Sirs:

I wish to remind the Company of the stock option contract executed July 7, 1947, between the Company and me, and recorded in the Bureau of Conveyances, Territory of Hawaii, in Liber 2186 on pages 247 - 249 (Doc. No. 51,394).

This letter is to inform you that I shall take up my option regarding the purchase of the Cheng 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 liens, claims, taxes and incumbrances of any nature whatsoever" for the U.S. \$15,000 agreed upon.

I have the U.S. \$15,000 cash available, and have sent proof of this fact to the French Ambassador, Washington, D.C.

Incidentally, please remember that Capt. deBisschop and/or the Company owe me and some of my friends (some of whose rights I possess) roughly U.S. \$7,500 in I.C.U.s and other legal instruments and that the appraised value of the Cheng Ho in the first eight months under the stewardship of Capt. deBisschop declined \$15,000.

My agent regarding the Cheng Ho matter is Mr. Oscar G. Nordman, Papeete, Tahiti, with whom you are to deal until further notice.

Sincerely yours,

Otto Degener

LAW OFFICES
PRINCE, TAYLOR & CRAMPTON

D. F. PRINCE
DWIGHT TAYLOR
SCOTT P. CRAMPTON
—
JESSE H. KNIGHT
PAUL M. HAWKINS

BOWEN BUILDING
815 FIFTEENTH STREET, N. W.
WASHINGTON 5, D. C.
—
TELEPHONE REPUBLIC 8154

July 7, 1952

Mr. Otto Degener
24 East 82nd Street
New York 5, 1952

Dear Mr. Degener:

This will acknowledge receipt of your letter of July 5, 1952, and in accordance with your request I am returning to you herewith the letter addressed to you under date of April 16, 1947, by Joseph R. Farrington, together with photostatic copy of news items concerning the CHENG HO.

Very truly yours,

Mary H. Leber

Encls.

8 Juillet 1952

ERIC DE BISCHOPP RURUTU

EN MA QUALITE MANDATAIRE DE OTTO DEGENER SUIVANT PROCURA-
TION DEPOSEE A LEJEUNE NOTAIRE PAPEETE VOUS NOTIFIE TANT EN
VOTRE NOM PERSONNEL QUE COMME REPRESENTANT SOCIETE CHENG HO
TRADING AND EXPLORING COMPANY QUE DEGENER LEVE OPTION A LUI
CONFEREE PAR ACTE DU 7 JUILLET 1947 ET ACCEPTE PROMESSE
DE RETROCESSION Y CONTENUE DU BATEAU CHENG HO MOYENNANT
QUINZE MILLE DOLLARS STOP VOTRE PRESENCE PAPEETE NECESSAIRE
POUR REGULARISER TRANSFERT STOP POUR CAS IMPOSSIBILITE VENIR
JE POSTE MODELE PROCURATION QUE DEVREZ ENVOYER PREMIERE
LIAISON A LEJEUNE AVEC TOUS DOCUMENTS SOCIETE ET BATEAU STOP
CABLEZ SI CONSIDEREZ PRESENTE NOTIFICATION COMME VALABLE OU
SI AVEZ PAS QUALITE POUR LA RECEVOIR CABLEZ NOM ADRESSE
PERSONNE CAPABLE.

OSCAR NORDMAN

TELEGRAMME COLLATIONNE	TC
A REMETTRE EN MAINS PROPRES	MP
AVEC ACCUSE DE RECEPTION	RC

my telegram to Eric de Bischoff

copy

24 East 82 St.,
New York, N. Y.
July 9, 1952.

My dear Mr. Révillon:

Your kind letter of May 13, addressed to Hawaii, finally caught up with me here in New York. I have been in Washington, interesting some officials of my Government in this swindle. They are moving slowly because, I believe, they must await an investigation and report regarding this embargo from our Consul, Mr. Haring, stationed in Noumea.

I had planned to send out letters and photolithoprints of ^{bill of sale, court decisions} contracts, etc., regarding the Chey Ho case to each of the fifty or so five hundred or so members of Congress in Washington.

← But your Consul M. Dupont in Washington and letters from you and ^{Duponts of the Assemblée Nationale} your colleagues in Paris impress ~~me~~ me so favorably, that I rather believe appealing to my own Regulators quite unnecessary. So long as people ^{in Paris now} know

that irregularities are transpiring in isolated Tahiti, I am sure they will cease.

Perhaps due to the intervention of my State Department, the Governor of Tahiti now will let me exercise my right to purchase the Cheru Ho. But before I am allowed to do so, I must sign a contract - a real joker - that just about deprives me legally of the vessel. It would also enable a man who chartered the Cheru Ho and let her run upon the coral reef to get ^{back} the money he lost because of his own hardluck. When only deBisschop and the charterer, M. Gallois, were involved, M. Gallois was obliged to pay the repair bill - perhaps \$10,000. But now that a "foolish American" wants back the vessel, which belonged to him originally anyway, M. Gallois, on the Governor's Privy Council is to get the \$10,000 from the "foolish American" me. I refuse any such "blackmail" and have sent photostats of these papers to the State Department ^{in Washington and to the Legation in Paris} with my protest. Paris I see is shocked ^{at the} about the Cheru Ho swindle but it seems to me that the Tahitian colonialists are not the least bit

numerous but are trying to make me not only out of this money but also out of the money I have paid for the Cheru Ho. I am additional \$15,000 besides.

24 East 82 St.,
New York, N. Y.
July

Monsieur :

Remerciements pour votre bonne lettre
laquelle j'ai reçu ce matin.

Je quitterai Hawaï pour être près de
Washington où je parviens à intéresser
quelques fonctionnaires des Etats Unis
dans l'affaire Chey Ho.

Comme vous et plusieurs de vos
collègues dans l'Assemblée Nationale
me promettent de faire une enquête
sur cette escroquerie dans votre belle
Tahiti, probablement ce n'est pas
nécessaire pour moi d'expédier des let-
tres des plaintes aux 500± Membres
du Congrès des Etats Unis en Wash-
ington.

J'ai confiance maintenant que

Paris seul traiterait cette affaire
avec justice.

Il est intéressant que l'enfant
gâté de Tahiti, le déporté Eric de-
Bisschop, est ami de M. le Cou-
sul Raoul Bertrand de Californie.

Veuillez agréer, Monsieur, l'as-
surance de mes sentiments distingués.

Otto Ziegner

SECRÉTARIAT D'ÉTAT
A L'ENSEIGNEMENT TECHNIQUE
A LA JEUNESSE ET AUX SPORTS

LE MINISTRE

PARIS, LE 9 Juillet 1952¹⁹⁵

HM/mm 2220

Monsieur,

Vous avez bien voulu par lettre du 12 juin 1952 me mettre au courant de vos démêlés avec le Gouvernement Français au sujet de la confiscation de votre vaisseau le "Cheng Ho" et me demander de vous assister dans ce différend.

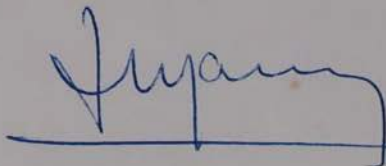
Bien qu'avocat de par ma profession, je ne pourrai sans doute vous défendre dans cette affaire du fait que j'appartiens actuellement au Gouvernement en qualité de Secrétaire d'Etat à l'Enseignement Technique, à la Jeunesse et aux Sports.

Cependant, je suis à votre disposition pour vous recommander un avocat spécialiste des questions de droit maritime.

Veillez donc, je vous prie, me fixer sur vos intentions exactes et me donner quelques détails complémentaires sur cette délicate affaire.

Je vous prie de croire, Monsieur, à l'assurance de mes sentiments les meilleurs.

MR. OTTO DEGENER,
24 East, 82 St
NEW YORK N.Y. U.S.A.



Jean MASSON

recueilli
7/25/52

July 9, 1952

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

Dear Dr. Degener:

Sorry we missed you in New York City but we were a little late getting up there so did not stick around long.

I am sorry about the delay in answering your letter of July 2nd, but I just got back last weekend and this is the first opportunity I have had to do any legal work. With regard to the matter set forth in that letter, in order to exercise your option, you will have to bind yourself to make payment of \$15,000.00 prior to July 22nd even though the money would not necessarily change hands prior to that time. The last time I talked with you, you were not willing to make such a commitment and I assume that you are not presently. If you do not wish to put up the money, where would it come from?

The total of your judgment and the Robinson judgment (if it were assigned to you) would be around \$7,000.00 and a document exercising the option could be drawn up providing that \$7,000.00 would be paid by applying the judgments and the balance of \$8,000.00 in cash. This would still involve a substantial cash commitment on your part, and in view of your difficulties with the French in the past I, of course, recommend against it. I feel that you should be willing to apply your judgment and the Robinson judgment (which I believe the Robinsons would be willing to assign to you without charge) but that the balance of the \$15,000.00 should be put up by the French.

I will not go into detail on the various matters set forth in your letter of July 2nd until I have an answer from you clarifying your plans as to the matter of putting up cash.

Sincerely yours,

David N. Ingman

DNI:gy

U. S. DEPARTMENT OF COMMERCE
BUREAU OF FOREIGN AND DOMESTIC COMMERCE
NATIONAL PRODUCTION AUTHORITY
FIELD SERVICE

NEW YORK REGIONAL OFFICE
2 West 43 Street
NEW YORK, NEW YORK
Longacre 4-0900

July 10, 1952

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

Attention:

Gentlemen:

Reference is made to your request of May 15, 1952, to the American Embassy, Paris, France
(x) Available material is attached, including partial lists.

American Attorneys Practicing in Paris

- () The material (or part of it) is presently out of stock and will be forwarded immediately upon receipt in this office.
- () The material requested (or part of it) is not immediately available and has been requested from the American Foreign Service. Upon receipt in this office it will be forwarded immediately.
- () The enclosed material (or part of it) is subject to revision. Revised material will be forwarded immediately upon receipt.
- () Revised material is attached.
- () A check sheet indicating the Trade List coverage is attached. Current lists are obtainable through this office for \$1.00 per classification per country.
- () Comments:

Enclosure

Very truly yours,

JOHN F. MCKIERNAN
Regional Director

V. C. Lehmann
V. C. Lehmann
Commercial Agent

TL-1

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

July 11, 1952

Chère France

I have your letter and to know that you met Mr. Degener and his sister - but will you tell Mr. Degener to stop fighting and arguing and sending letters & photostats -

If he don't hurry up and send the contract he will loose the vessel, the contract is only for the form - and when you form one and the ship is under french registry, 51% must be own by a french citizen and 49% must be foreign.

I have told him that The Company

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

is only for the form, Degener and myself will discuss matters afterward

Then when he will be in possession of the vessel, he can ask for more claims - I have already a claim of \$20,000.00 against the Company that suppose to own the vessel.

Now, he must see, That instead of him putting \$15,000.00 as per his option, he don't have to put anything down, as my claim is \$5000.00 so more than the option price is. also I filed a claim of \$3000.00 owed Degener.

So already, Maite Leyeune, done

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

2

his very best, and he felt very sorry, to hear this morning that Degener, hasn't sent the Contract.

The thing is for Degener, to take over the vessel - and I have already contacted traders here to charter the vessel for a fair lease.

I cannot charter, lease, rent the vessel, unless a Company is formed, and that my name figure in the Contract.

For God sake, I am tired of explaining, that is the only way for Degener to repossess the ship. He must trust me, and never

ADRESSE TÉLÉGRAPHIQUE
OCEANIC

PROVISIONS POUR NAVIRES
ET
AGENT
LIGNES DE NAVIGATION

SERVICE DE RAVITAILLEMENT MARITIME

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FOURNISSEUR - SHIPCHANDLER
PAPEETE - TAHITI

AGENT IN TAHITI FOR PACIFIC ISLANDS MONTHLY

CABLE ADDRESS
OCEANIC

SHIP'S SUPPLIES
&
SHIPPING AGENT

mind if it says "Le Doussigné"
or "Bon pour pouvoir" because
the man who drew the contract,
is a friend of ours, his name is
Rejeune, the Notary, he is fair, loyal
honest etc.

So my last plea and wish is
for Degeuer to sign the Contract,
and for him to cable right away to
Maitre Rejeune, Notaire, Papeete,
advising him, that the Contract is
signed and on its way - if not
I am fed up -

The Charter money will pay for
the ship - Kiss Ralph ^{Ralphie} affectionately, Oscar

Ship Transfers Must Respect Foreign Policy

Nation Taking Title Must
Pass U. S. Security Tests

The terms under which privately owned United States flag vessels of 1,000 gross tons and over may be transferred to foreign ownership and/or registry during the period of national emergency were made public yesterday by Maritime Administrator, Vice-Admiral E. L. Cochrane.

In addition to the restrictions on the transfer of ships needed for defense and commerce, the terms require that the transfer be passed by the Department of State as being "not inconsistent with the foreign policy of the United States," and that all corporations and individuals on either side of the transfer be checked by the Office of Naval Intelligence and the Central Intelligence Administration.

The Department of the Navy will determine the necessity to the national defense of any ship proposed for transfer.

In order to foster a program of ship construction for replacement purposes, older ships and war-built Liberty ships and T2 tankers, or other types approved by the Maritime Administrator, may be transferred to foreign ownership or registry "providing the American owner effectively commits the proceeds of the ship's sale, or equivalent funds, to new construction."

Another defense feature requires that the buyer or any subsequent owner shall be required to sell or charter any transferred ship to the government on the same terms that a ship owned by a citizen of the United States could be requisitioned for purchase or charter as provided in Section 902 of the merchant marine act of 1938. However, if the transfer is to a country not a signator of the North Atlantic Pact, this condition will be satisfied if the ship is made available to a NATO country within the terms of the pact.

A further provision restricts the use of ships transferred from American ownership to the trade allowed United States flag ships by the Department of Commerce.

Additional conditions may be imposed in the future when the Maritime Administrator considers them necessary to safeguard American Merchant Marine.

Charge to the account of _____

1251 (6/50)

\$ _____

CLASS OF SERVICE DESIRED	
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CABLE LETTER	
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Patrons should check class of service desired; otherwise the cablegram will be transmitted at full rate.	

WESTERN UNION

INTERNATIONAL COMMUNICATIONS

CABLEGRAM

W. P. MARSHALL, PRESIDENT

CHECK
297
ACCOUNTING INFORMATION
TIME FILED

Send the following message subject to the conditions, rules and regulations of The Western Union Telegraph Company set forth in its tariffs on file with the Federal Communications Commission:

To Nordman

TO OBTAIN FAST AND
ACCURATE SERVICE
INSERT

19 _____

via W.U. Cables

Papeete, Tahiti *via*

Postponing Congressional
complaints as you suggest.

~~W. H.~~ Legener

Sender's address
for reference

24 E. 82 St (46th)

Sender's telephone
number

24 East 82 St.,
New York, N. Y.
July 12, 1952.

Dear Dave:

Got your July 9 letter - I am sorry I did not make myself clear in the previous letter and that we consequently lost valuable time.

I am really not interested in my + Emilio + Roy's \$3,000+ I. O. U. against de Bisschop nor the \$3,000+ claim of Mrs. Robinson against de B. To drag that into the Chey Ho option claim would merely complicate matters and put me under obligations to Mrs. Robinson either in giving her shares or profits from Chey Ho business later on.

I am sticking to my guns regarding the contract (option) you drew up that I get back the Chey Ho for \$15,000 cash, the vessel to be free of all encumbrances, taxes, liens etc., etc., as your wording put it.

When the Governor of Tahiti granted me the right to buy back the Chey Ho minus encumbrances, that means no funny charges or expenses to me. But before I can buy back the Chey Ho she must be under French flag - which is an encumbrance because it prevents me from owning more than 49% of her - and the \$15,000 is to pay for all kinds of fancy, perhaps padded bills. One of these is to be a bill of about \$10,000 for repairs paid by Mr. Gallois after the Chey Ho crashed on a coral reef apparently the fault of Mr. Gallois who was the charterer and is the Privy Councillor of the Governor. Please note that de Bisschop, the then owner of the vessel did not pay this bill but Gallois paid it because he was considered to be liable for the Chey Ho running aground. Now the Governor is trying to soak the

stupid American, me, about \$10,000 as a favor to his palsynwalsy Privy Councillor.

Well, anyway, as mentioned before, forget the Dwyer & Robinson I.O.U.s., as far as my Cheung Ho option is concerned.

When I got the letter stating I am to pay \$15,000 in escrow to the Bank of Indo-China for the Cheung Ho, I protested this deposit as unreasonable as Indo China is a country in throes of Civil War. I wrote this protest to the French Ambassador in Washington. As a counter argument to my escrowing \$15,000 in Indo China, I sent the French Ambassador proof that I was perfectly ready to pay \$15,000 for the Cheung Ho in the condition I had turned her over to the Company 5 years ago and sent him a receipt showing I have had over \$30,000 in cash on deposit in New York City ever since May 31 for any eventuality. I did not say that it is in escrow and it is not. Why should it be? It says nothing like that in the contract. The minute DelB. turns over the Cheung Ho to me

"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 encumbrances of any nature whatsoever," he gets the \$15,000. I also explained to the French Ambassador that DelB. had torn out teak wood cabins, selling or giving away this lumber, and that his vandalism to the vessel was far in excess of \$15,000.

Please write out that strange contract of mine as suggested so that I ~~have~~ must the Governor's requirement to have formed a French Company with ~~DelB. & Oscar~~ Oscar Nordman. The contract as you see it to make absolutely no concessions to Nordman Governor or anyone else & let me take back the Cheung Ho at any time should trickery arise. The idea is that then with plenty of time

1952 JUL 12 AM 1 22 8

2-4

PA593 PAPEETE 61 11 0840 VOIEMACKAY

LT OTTO DEGENER 24 EAST 82 STREET NEWYORK

STOP FIGHTING AND ARGUING HAVE SUED CHENGHO TRADING

COMPANY TWENTYTHOUSAND DOLLARS HAVE ARRANGED WITH LEJEUNE THAT YOU

DONT HAVE TO SEND MONEY STOP IGNORE GALLOIS CLAIMS STOP

IN ORDER FOR YOU TO REPOSSED VESSEL YOU MUST SIGN CONTRACT AND SEND

ON RIGHTAWAY AND YOU AND ME TO ADJUST MATTER¹ LATER LETTER

FOLLOWING

NORDMAN

CFM 593 LT DEGENER 24 82 NYK CHENGHO LEJEUNE GALLOIS RIGHTAWAY

NORDMAN - PSE RD IN END TXT - ADJUST MATTER LATER IRPT MATTER

IRTP MATTER

Here is the telegram that just arrived; July 12 AM 1 22

7/13/52

"Stop fighting and arguing have sued chengho trading company twentythousand dollars have arranged with lejeune that you dont have to send money stop ignore gallois claims stop in order for you to reposses vessel you must sign contract and send on rightaway and you and me to adjust matter later letter following (signed) Nordman

You see, I have squeezed the Tahiti Government to such an extent that they are willing to ~~XXXX~~ capitulate. That I must sign that confiscating contract is just bluff - I shall refuse. I can always say that no such think was in my option contract and that if they insist I shall bawl for my \$60,000 to Congress or go to Paris to have the Francization annulled as fraudulent.

But but but but but, I see no reason for not giving the Governor a chance to save face - why get him down on me permanently? - by my sending Nordman the type of contract I had suggested to you a week ago, with the understanding that Nordman and I are to revise it with sensible bylaws when we have the time and advisors in Washington, Paris, Honolulu etc., etc can get in touch with us.

Of course Nordman had the Cheng Ho superficially appraised and the Govmt. slapped on a \$20,000 depreciation estimate so that that damnably troublesome Yankee in Honolulu need not send \$15,000 cash to Tahiti for the option - a protest he may make to Washington

Gallois is the charterer of the Cheng Ho and a Privy Councillor. The Gov. evidently in the beginning tried to make me pay for the \$10,000 bill Gallois was forced to pay after the Cheng Ho piled up on the reef last December. DeBisschop never paid the bill because the damage was strictly caused by Gallois. I used this fact as leverage to show the French Ambassador in Wash., that my claim for \$60,000 from French Govmt. is valid because past and present French Govmt. Officials, because of their official powers, are trying to prevent me from collecting my honest assets.

My reason for not signing the power attorney on that French contract, and my reason to have a fool-proof 100% safe contract to send to Tahiti before the deadline date July 22 I already explained. Please send me original and a carbon, and I will send original to Nordman by airmail.

Please send me the bill for the contract at the same time so that I will have paid everything on Cheng Ho option job up to date.

Don't you think you would stimulate lawyer Marcel Lejeune if you told him if he collects the Degener I.O.U., debt you will give him the Robins on debt to collect?

Archer

You know Ceran still owes me that \$500 Emigration bond money - I think I have some kind of claim on either Archer or Robins on because of that tie-up.

Are you not glad you are back in cool Honolulu? Today is again a stifling day with no breeze.

Aloha to you and the force,

Olls

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

July 16, 1952

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

Dear Dr. Degener:

I just received your letter of July 12th this morning. The paper you refer to as the contract is, of course, simply a power of attorney giving Mozelle the power to exercise your option. The only chance you take in signing this power of attorney is that when Mozelle exercises the option on your behalf, you will be obligated to pay the sum of \$15,000.00. You do not need to worry about the other powers given Mozelle by signing the power of attorney as the power of attorney can be terminated by you as soon as Mozelle has exercised the option.

Nothing can be gained at this time by drawing a contract such as the one that you suggest that I prepare. If you wish to exercise your option, you will have to give Mozelle the power of attorney unless the French will accept a notice from you that you are exercising your option. This would read as follows:

To Cheng Ho Trading & Exploring Company, Ltd.

In accordance with the provisions of Agreement dated July 7, 1947 between your company and myself, I hereby notify you that I have exercised the option granted in said Agreement to purchase the Junk Yacht "Cheng Ho" for the sum of \$15,000.00 under the terms and conditions set forth in said Agreement.

The French are, of course, going to have a difficult time getting the \$15,000.00 from you even after you have notified them that you have exercised your option, but it is possible that they could do so through attachment of your assets. Until you have actually paid over the money, you will still be in a good position to bargain with Nordman as to the terms under which the proposed company would operate.

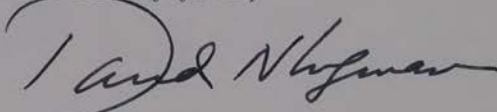
The Cheng Ho Trading & Exploring Company, Ltd. should also be notified here in Honolulu that your option is being exercised as this is technically the location of the principal office of

July 16, 1952

the corporation. Nordman asked me to notify the Cheng Ho Trading & Exploring Company, Ltd. of the exercise of the option in a telegram dated June 28th but I have delayed doing so until I was sure that you wanted to bind yourself definitely. I shall notify the Cheng Ho Trading & Exploring Company, Ltd. not later than July 22nd that you have exercised your option unless you advise me to the contrary.

By way of summary then, this is the situation: To exercise your option technically notice in writing should be given to the Cheng Ho Trading & Exploring Company, Ltd. at its office in Honolulu. However, as a practical matter, the French are requiring that notice be given in Tahiti and apparently are going to insist that it be given in the manner which they have requested, by your executing a power of attorney to Mozelle who in turn will exercise the option on your behalf. Even though they are insisting upon the option being exercised in Tahiti, they should be satisfied with your exercising it by executing an instrument such as the one I have drafted above. However, since the time is short, if you wish to get your option exercised before July 22nd, I suggest that you sign the power of attorney as they have requested, with the intention of terminating it as soon as control of the Cheng Ho has been wrested from de Bisschop.

Sincerely yours,



David N. Ingman

DNI:gy

July 16, 1952

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

Dear Dr. Degener:

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July 16, 1952

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Sincerely yours,

David N. Ingman

DNI:gy

Air Mail - Special Delivery

24 East 82 St.,
New York, N. Y.
July 17, 1952.

Dear Mr. Haring:

It was nice getting your June 27 letter, but I cannot quite answer your questions with a direct yes or no.

So long as Capt. Eric deBisschop is footloose in Tahiti, I would consider those islands dangerous for me. According to Prof. Irving O. Pecker, former French Consul in Hawaii and on the Faculty of the Univ. of Haw., when I was teaching there, deBisschop has been twice in jail in France and was once acquitted of murder there. From my own knowledge he was twice subject to deportation from the U.S., as an undesirable alien. And from conversation to the Cheng Ho crew, which however may be idle bragging, while he was advisor to a Chinese Communist War Lord he saw countless human heads roll in the dust and therefore thinks nothing of violent death. For me to botanize unarmed along some jungle trail in Tahiti with deBisschop or cronies loose would be quite hazardous.

You state that you have no knowledge that I "have attempted personal negotiation or settlement, or taken legal process to assert your claims."

Regarding the \$3500 more or less, I.O.U., owing me (and others whom I represent to simplify matters), Ingman & Ingman about two years ago tried to collect it for me, he to get one-third of it on the contingency basis. (By the way, the Ceran-Archer-Mrs. Robin on group of Hawaii have also engaged the Ingmans to collect a similar I.O.U. debt from deBisschop - whether it is deBisschop alone or technically also his wife and mother-in-law I have forgotten). Needing some attorney in Tahiti to help him, Ingman unfortunately picked Hoppenstedt (who I now learn from your enclosure "is reported not to possess a legal diploma."). Hoppenstedt got \$100 cash retainer from me via Ingman (contributed by several of us creditors) to translate, so Hoppenstedt said, the American contracts and documents and Court proceedings into French so he could better use them in a French Court to win our case. Then six months or so later Hoppenstedt fleeced us of another \$50 for some excuse or other that seemed reasonable to us. Thereafter he ignored both Ingman's letters and my letters to him for progress reports. When I suspected he was swindling us, with Ingman's o.k., I gave Mr. Oscar Nordman authority to call for all the legal papers Ingman had sent Hoppenstedt a year or more ago and the translations for which we had paid. Hoppenstedt first refused to relinquish the papers to Nordman. Then later he did so & I hope he kept none back but don't know. - but could produce no translation! Nordman then telegraphed me that Hoppenstedt never made any translations. This must have been about March 1952. Hoppenstedt must have received his pay about a year before that. Should we need to know, the canceled cheque in Ingman's files in Honolulu would give the date. We shareholders felt felt swindled - besides myself there are Peiler, Ordenez, English & Malayo.

Then I thought I might just as well botanize in the South Seas and see what I could do about the Hoppenstedt debt swindle at the same time in Tahiti. I asked for visas. You may remember that I was granted one for a whole year for New Caledoni where I own no asset, but March 1 I was denied a visa to visit Tahiti where I and friends own assets! Furthermore this attempt to sabotage my seeing about the collection of the \$3500 is supposed to stem from the Governor. And please remember it was about 5 years before that deBisschop fraudulently registered the Cheng Ho under the French flag as his own property in the "Office of the Governor of Tahiti." No wonder we got suspicious and lost faith in our ability to get fair treatment in Court in Tahiti. Hence I started

fighting in earnest and believe now, thanks to the fairness of the Députés of the Assemblée Nationale to whom I complained, Tahiti won't dare as brazen a swindle as before.

So regarding the smaller debts I tried again with what I thought expert legal talent. There is a Mr. Marciel Lejeune, in Tahiti who, according to Oscar Nordman, is a reliable man. (I am now upset that he is not mentioned on your list of attorneys!!!!) Not knowing conditions, I took Nordman's word for it. I recently gave M. Lejeune my "bon pour pouvoir" to collect the \$150 that I feel Hoppenstedt should return for work unaccomplished. I also gave Lejeune authority to collect the \$3500 I.O.U., debt on condition, however, that Ingman & Ingman get one-third as originally agreed upon a couple of years back and that Lejeune get 10%. Lejeune has not yet replied.

DeBisschop is an intimate friend of Raoul Bertrand who, it is an open secret, has been appointed over the protest of the French Ambassador in Washington. So you see, regarding debts of cash, I have had plenty of attorneys. The Ingmans, I and the other American creditors feel we would not have a chance in a Tahiti Court. By going to Court, by hook or crook deBisschop's trickery would merely be whitewashed.

Regarding the option to buy back the Cheng Ho for \$15,000 "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." I had one of the Ingman brothers draw it up for me July 7, 1947. He handled all my Cheng Ho lawsuits caused by deBisschop's trickery and waste. I don't see why I really should engage an attorney to fight for me to force honoring of my option contract when it is so easily understood by any lay man. An attorney on the contingency basis would want one-third and as the Cheng Ho is worth \$60,000, I would be squandering \$20,000. You cannot imagine how much cash I have lost. Even though I won every lawsuit, these successes were financially just Pyrrhic Victories with lawyers etc., etc., eating up much of the cash income. And we never sued for the entire amount and lost cash by agreeing to settlements. Then also, it was deBisschop who sold the cargo of the Cheng Ho which belonged to all of us. We never got this cash. He spent it in riotous living. So, for economy, I have no attorney officially to fight for me yet. But, I frequently ask the Ingmans for legal advice, paying them right away for it - my last bill from them was \$50 - and then paddling my own canoe again. Anyway, I don't see why I need a full-time attorney when the swindle in Tahiti is so obvious that I need merely complain to the Deputés in Paris to investigate and straighten things out.

Thanks to dozens of individuals, probably you among them, I have been granted by telegram of June 13 a 3 months visa for Tahiti. Of course by that time I had already left Hawaii to seek help in Washington I sincerely thanked Governor Pettibon (who is something of an innocent bystander) for vindicating my good name. But naturally it is in Washington and Paris that I must stay to fight, not in isolated Tahiti where any letters of complaint by me to Washington or Paris might be censored or destroyed.

Then I received a letter from Nordman, enclosing "Le Soussigne" and a letter from Marciel Lejeune. I enclose copies for you. I had the latter two letters photostatted weeks ago, mailing the set to the American Ambassador in Paris. I also got in touch with Mr. Tallman about them, of the French Desk in the State Department.

By trying to force me to sign "Le Soussigne", the conspirators can just

legalize the theft of the vessel and even make deBisschop owner of 51% of the shares of the new company, not to mention giving him controlling interest in the company and disposition of the \$15,000 option cash.

To the French Ambassador in Washington I protested placing \$15,000 cash in the Bank of Indo China, a country at Civil War. To show my good faith regarding my taking up the option, I sent him a receipt showing that since May 31, I had twice the amount of cash in a bank in New York City - also asked him to acquaint Governor Petition of this fact.

For months I and Nordman have sent the Company and deBisschop notices in both French and English of my wish to take up the option. And so that no protest regarding dates could be made, I repeated such announcements after July 7. Nordman sent me a receipt, from an announcement he sent as my agent, the deB., had received it.

Please notice that the Governor "allows" me - a right I always owned anyway - to buy back the Cheng Ho "without incumbrances" as my contract reads, and then ignores his statement by trying to coerce me into signing "Le Soussigne" which overwhelms me with incumbrances such as:

1. Registration under French flag, robbing me of 51% of my property.
2. Loss of control of vessel, being now a minority stockholder.
3. Unjust payment of \$10,000 to Gallois, the Privy Councillor, who originally had to pay this repair bill - not deB - because Gallois was considered to be responsible for the damage.

I explained all this by letter June 26 to the French Ambassador in Washington. It is my belief he contacted Governor Petition and that the latter induced Nordman to send me the following telegram July 12:

"Stop fighting and arguing have sued chengho trading company twenty thousand dollars have arranged with lejeune that you dont have to send money stop ignore gallois claims stop in order for you to repossess vessel you must sign contract and send on rightaway and you and me to adjust matter later letter following. (Signed) Nordman "

From the Assemblée Nationale I hear that a Député is on his way to Tahiti. Just because a small clique in Tahiti are modern pirates does not mean that the French as a whole condone such action. My "instinct" that my acquainting the French public of the Tahiti swindle will bring redress, is working out.

Of course, it is absolutely silly to sign a contract and later adjust matters. Six months ago - at least while I was still in the Hawaiian Islands, I asked Nordman to mail me a business contract so I could discuss it with him. There was no excuse for him not having done so except the unfair excuse or rather reason that he preferred to get me at a disadvantage. But this little tinge of lack of confidence by me in Mr. Nordman is to be held strictly confidential - people cannot be perfect.

Sincerely,

Arthur DeBisschop

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

Telegramme reçu de M.de Bisschop de Rurutu le 18 Juillet 1952

Oscar Nordman

Papeete

Pourrais considerer comme prise date de offre de votre
client quand serais avise officiellement avise que
quinze mille dollars verses caisse depots consignations

Bisschop

Bisschop's Reply

*Maithe Lejeune has trapped de Bisschop
with this telegram*

Charge to the account of

1251 (6/30)

\$

CLASS OF SERVICE DESIRED	
FULL RATE	
CABLE LETTER	
PRESS	
Patrons should check class of service desired; otherwise the cablegram will be transmitted at full rates.	

WESTERN UNION

INTERNATIONAL COMMUNICATIONS

CABLEGRAM

W. F. MARSHALL, PRESIDENT

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following message subject to the conditions, rules and regulations of The Western Union Telegraph Company set forth in its tariffs on file with the Federal Communications Commission:

To Marcel Rejeune
Papeete, Tahiti *Via*

TO OBTAIN FAST AND
ACCURATE SERVICE
INSERT

Via W.U. Cables

July 19, 1952

Received Nordman explanatory
letter and mailing him slightly
modified signed contract.

Segener

24 East 82 St., N.Y. City

Sender's address

Sender's telephone
number

July 19, 1952

Mr. Sakae Takahashi
Treasurer, Territory of Hawaii
Territorial Office Building
Honolulu, T. H.

Re: Cheng Ho Trading & Exploring Co., Ltd.

Dear Sir:

Reference is made to my letters of September 23, 1950 and August 17, 1951.

Actions are still pending in Tahiti against the Cheng Ho Trading and Exploring Company, Limited and it is expected that they will be concluded in the near future. Judgments totaling in excess of \$7000.00 have been entered against the Cheng Ho Trading and Exploring Company, Limited in the Territorial courts and forwarded to Tahiti for the purpose of levying upon the only asset of the corporation, the Junk Yacht "Cheng Ho". A number of complications have arisen due to the differences in language, legal procedures, etc., but as I stated above it is expected that everything will be cleared up shortly.

The dissolution of the corporation at this time would, of course, complicate the situation rather than simplify it so I urge that no action be taken at this time. If you desire further details, I shall be happy to call at your office and discuss the matter with you.

Very truly yours,

David N. Ingman

DNI:gy

LE SECRÉTAIRE D'ÉTAT
AUX
AFFAIRES ÉCONOMIQUES

RÉPUBLIQUE FRANÇAISE

41, Quai Bréty
PARIS (VII^e)

PARIS, LE Jul. 18th. 52

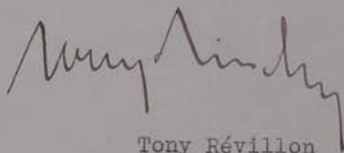
MS/

Dear Sir,

I read your letter with a
great interest.

I will forward you the answer
of my colleague, Mr. Robert Schuman,
Minister for Foreign Affairs, as
soon as I have received it.

Yours truly,



Tony Révillon

Mr. Otto Degener
24 East 82nd Street
NEW-YORK (USA.)

July 21, 1952

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

Gentlemen:

On behalf of Otto Degener I hereby notify you that Mr. Degener has exercised the option to repurchase the Junk Yacht "Cheng Ho" pursuant to the terms of Agreement dated July 7, 1947 between Cheng Ho Trading & Exploring Co., Ltd. and Otto Degener.

Very truly yours,

David N. Ingman

DNI:gy

Pardevant Maitre Rodrigue Bertol, Avocat, ayant prete serment devant la Cour d'Appel de Rennes, le 11 Aout 1917 et devant la Cour Supreme de New York, le 11 Avril 1922, Notaire Public, et en son etude sise a New York, No.165 Broadway,

A comparu:

Monsieur Le Docteur Otto DEGENER, Botaniste, demeurant a Mokuleia Beach, Waialua, Oahu, Territoire d'Hawaii. Le comparant ne a Orange, Etat de New Jersey, Etats-Unis d'Amerique, le 13 Mai 1899, etant de nationalite americaine.

Le comparant ayant prealablement expose que le navire a moteur Cheng-Ho, est actuellement sous le pavillon franais, mais que cette francisation ayant ete accordee par suite de fraude d'un precedent capitaine, il se reserve, mais a la condition que cette stipulation n'annule pas les presentes, de faire annuler la dite francisation, ulterieurement.

Le comparant se reserve aussi la faculte d'habiter et de voyager sur le dit vapeur.

Le comparant a par ces presentes constitue pour son mandataire special

A qui il donne pouvoir de pour lui et en son nom:

Constituer entre le soussigne et Monsieur Oscar NORDMAN, Negociant, demeurant a Papeete, et tous autres qu'il y aura lieu, une societe a responsabilite limitee, ou de toute autre forme admise par les lois franaises, devant avoir son siege a Papeete (Tahiti), et pour objet:

de tous bateaux de mer.

Lever au nom du soussigne ou de toutes personnes ou societes que le mandataire avisera, l'option qui lui a ete conferee par la Societe CHENG HO TRADING AND EXPLORING COMPANY LIMITED, suivant contrat intervenu entre ladite Societe et le comparant le sept Juillet mil neuf cent quarante-sept, et aux termes duquel il a ete concede au comparant la faculte d'acquies de ladite Societe le navire CHENG-HO, aux termes et conditions prevus par le contrat.

Faire l'apport a la Societe a constituer du benefice de l'option sus-enoncee, ou du bateau faisant l'objet de cette option.

Faire cet apport pur et simple, moyennant l'attribution de parts ou d'actions ou en faire l'apport-vente, en recevoir le prix, en donner quittance.

Assister a toutes assemblees et reunions d'actionnaires ou de membres de la Societe a constituer.

Prendre part a toutes deliberations; convenir de tous arrangements; concourir a la nomination de tous gerants, administrateurs et liquidateurs.

Accepter au nom du comparant, toute fonction elective qui lui serait reconnue par les actionnaires ou associes de la Societe a former.

En cas de difficultes quelconques, paraitre, tant en demandant qu'en defendant devant toutes juridictions competentes; exercer toutes actions, se concilier; transiger en tout etat de cause, nommer tous arbitres et tiers arbitres; s'en rapporter a leurs decisions ou les contester; obtenir toutes decisions judiciaires ou administratives; les faire executer par toutes les voies et moyens de droit;

Aux effets ci-dessus, passer et signer tous actes;
élire domicile; donner tous pouvoirs; substituer une ou
plusieurs personnes dans tout ou partie des présents pou-
voirs, avec faculté pour les mandataires substitués de
faire eux-mêmes toutes substitutions, révoquer tous mandats
et substitutions, et généralement faire tout ce que le
mandataire jugera utile et nécessaire.

Fait et passe a New York,

L'an mil neuf cent cinquante deux

Et le vingt-trois Juillet

Et après lecture, le comparant a signé avec le
Notaire.

Dr. Otto Degener

Notary Public

JOHN H. BERTIN
Notary Public, State of New York
No. 10075800
City of New York, New York County
Commission Expires May 1, 1955

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

July 24, 1952

Dear friend

Why do you suggest that
Maitre Lejeune, represents our newly
formed Company - As a Government
official he cannot do it -.

When The Company is formed, he
will hand us The documents, wishing
us Godspeed, and good luck, and pay
for his services - and I have The money
to pay him.

I am able to run The business
and no Commission be given to a 3rd
party

Sincerely
Oscar

ADRESSE TÉLÉGRAPHIQUE :
OCEANIC
PROVISIONS
POUR NAVIRES

SERVICE DE RAVITAILLEMENT MARITIME
MAISON NORDMAN
FOURNISSEUR - SHIPCHANDLER
PAPEETE - TAHITI

CABLE ADDRESS
OCEANIC
SHIP'S SUPPLIES

July 24, 1952
Dear Friend

I have your letter, newspaper clipping about changing register of vessel and numerous scribbled notes, of which all were noted.

I want to warn you, that the contract is not a Petitbon-Gallois as you think - but made by Maïthe Leyeune in our interest.

I have your cable of July 17, in which you say: Postponing Congressional Complaints as you suggest.

Now you write that you fear about de Bisschop & Gallois might double-cross us - as far as de Bisschop & Gallois, both of them are out of the picture.

I am enclosing a copy of my telegram to de Bisschop and his reply, which pleased Maïthe Leyeune very much, proving that de Bisschop claims ownership of the "Cheng No" which he fraudulently declared.

You are delaying of having the "Cheng No" turned over to us. I cannot claim the vessel and make use of it and charter out

2

that telegram received from de Bisschop according to Maître Lejeune, is a trap against de Bisschop

Do not listen to Dick, Tom and Harry, as Captain Dill expressed his arguments about the Contract -

You say that a Vapute, is on his way to Tahiti to make inquiries about the "Cheng Ho" affairs - What can he do when he gets here, - you cannot sue the French local Government to collect \$60,000, no Court in Tahiti will condemn it - It is you and de Bisschop, and what about, when you win, Eric has no money, The "Cheng Ho Trading & Exploring Co Ltd, also will probably go bankrupt. quicker

The ~~quicker~~ you take the vessel over, the better. There is no need of going into more expenses to have the "Cheng Ho" appraised, what I have asked, is an appraised value of depreciation, maltreatment, negligible, one year not drydocked, going on the reef etc.

You are asking me to send you the appraisal of the vessel, leave that out for the present, get the vessel first.

3

So far we won, and de Bischof and his conspirators are out of the picture.

The "Cheng Ho" is still in the Tuamotus, and I have notified Maitre Legerne that, from July 7, the charter party - Gallois & Co - must pay ~~us~~ the charter money to the day the "Cheng Ho" returns to port, still the Nordman - Degener is not formed.

Why annul the french registration of the ship - as I stated many times that we gave 90000 francs, which were paid by de Bischof and his gang for registering the "Cheng Ho" under the french flag - so Maitre Legerne, says, this much is to our benefit.

The Chief Customs, Monsieur Labourenand realizes now, that he has been fooled by de Bischof, when he declared the vessel his own, and falsely changing registry from American to French.

I found out that The "Cheng Ho" was fraudulently registered under Governor Maesttraci's regime, he also was duped by Eric de Bischof.

ADRESSE TÉLÉGRAPHIQUE:
OCEANIC
PROVISIONS
POUR NAVIRES

SERVICE DE RAVITAILLEMENT MARITIME

MAISON NORMAN
FOURNISSEUR - SHIPCHANDLER
PAPEETE - TAHITI

CABLE ADDRESS
OCEANIC
SHIP'S SUPPLIES

It is no trouble for you to take the "Cheng Ho" away from Tahiti when time comes - all you have to do is sail her away to an american port and put her back to her former registry.

The "Cheng Ho" will be tied up, when she arrives about the first part of August and I can say to you, that I have worked hard to what we have arrived to.

Governor Petitbow, probably have been informed by the Paris Government about the "Cheng Ho" and I can this, he is in our favor, especially allowing you a foreigner to be a partner in a French Company.

I think you will realize how I have been loyal in this affair and looking forward the end of the trouble.

As for my 2 daughters in Paris, please as my niece France Chapman, she will know if they live in a pension or not, get from her their correct address.

Faithfully

Oscar

COPY

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

Dear Dave:

You use such nice paper that I just can't resist answering you on it. Also, I must economize.

Do please rent the place under the same conditions, but please remember that the Freedmans are to replace two series of wooden shelves I had in the "fernery" which cost me something like \$75. to put in just before they came. I let them remove them on condition they would put them back.

They have my antique family music box clock which is to go into the rear cottage. They have the key to the cottage, which they should leave with you. The clock has been in the family for generations and I prize it much

There is no use leasing the place for more than 2 years. A lease binds me but never the tenant who can break it by becoming a nuisance.

I hope you will rent the place to a family agreeable to the neighbors.

I fly to Ireland Aug. 12. Write me to my New York address, and letters will be forwarded to wherever I am.

X Did I write you that I had a French attorney, Maitre Rodrigue Bertol, write out a new "Le Soussigne" contract for Tahiti? If they don't want to accept, I shall continue to press my claim for \$60,000 damages--I think they will acquiesce.

Should I ask the Mokuleia tenants to send you their rent also?

Aloha,

/s/ OTTO

Le Ministère des Affaires Etrangères, 24 East 82 St.,
Direction des Affaires Economiques et Financières, New York, N. Y.
Paris, France. July 25, 1952.

Monsieur:

Je pris la liberté le cinq Juillet vous écrire à l'égard de l'affaire Cheng Ho, renformant une copie du document "Le Soussigne." Ce document de confiscation j'étais signer à la menace que autrement je n'aurais pas permettre employer mon option, entièrement judiciaire, recouvrer mon bateau. Comme cet effort est clairement injuste, je ne le fais pas attention.

Parceque une petite clique française essayer de me duper, ce n'est pas que je perd ma confiance aux hommes de France ou de la Nation. Pour appuyer sur cette attitude, je demand du Chambre du Commerce Français en New York pour une liste des avocats français et choisis Maître Rodrigue Bertol prendre ma cause. Maître Bertol m'avoir dit de se garder de signer "Le Soussigne" de Tahiti. Il, à sa place, écrit le document au-dessous et celui-ci j'ai signer pour Tahiti. L'acceptation labas, je pens, terminerait l'affaire Cheng Ho.

J'écris une lettre comme ça au Département d'Etat au Washington aussi.

"Pardevant Maître Rodrigue Bertol, Avocat, ayant prete serment devant la Cour d'Appel de Rennes, le 11 Aout 1917 et devant la Cour Supreme de New York, le 11 Avril 1922, Notaire Public, et en son étude sise a New York, No. 165 Broadway,

A comparu: Monsieur le Docteur Otto Degener, Botanique, demeurant a Moku-leia Beach, Waialua, Oahu, Territoire d'Hawaii. Le comparant ne a Orange, Etat de New Jersey, Etats-Unis d'Amerique, le 13 Mai 1899, etant de nationalite americaine.

Le comparant ayant prealablement expose que le navire a moteur Cheng Ho, est actuellement sous le pavillon français, mais que cette francisation ayant ete accordée par suite de fraude d'un precedent capitaine, il se reserve, mais a la condition que cette stipulation n'annule pas les presentes, de faire annuler la dite francisation, ultérieurement.

Le comparant se reserve aussi la faculte d'habiter et de voyager sur le dit vapeur.

Le comparant a par ces presentes constitue pour son mandataire special

A qui il donne pouvoir de pour lui et en son nom:

Constituer entre le soussigne et Monsieur Oscar Nordman, Negociant, demeurant a Papeete, et tous autres qu'il y aura lieu, une societe a responsabilite limitee, ou de toute autre forme admise par les lois francaises, devant avoir son siege a Papeete (Tahiti), et pour objet:

L'exploitation du bateau a moteur Cheng Ho ayant son port d'attache a Papeete, et plus generalement la construction, la reparation, l'affretement et l'exploitation de tous bateau de mer.

Lever au nom du soussigne ou de toutes personnes ou societes que le mandataire avisera, l'option qui lui a ete conferee par la Societe Cheng Ho Trading and Exploring Company Limited, suivant contrat intervenu entre ladite Societe et le comparant le sept Juillet mil neuf cent quarante-sept, et aux termes duquel il a ete concede au comparant la faculte d'acquérir de ladite Societe le navire Cheng Ho, aux termes et conditions prevus par le contrat.

Faire l'apport a la Societe a constituer du benefice de l'option sus-enoncee, ou du bateau faisant l'objet de cette option.

Faire cet apport pur et simple, moyennant l'attribution de parts ou d'actions ou en faire l'apport-vente, en recevoir le prix, en donner quittance.

Assister a toutes assemblees et reunions d'actionnaires ou de membres de la Societe a constituer.

Prendre part a toutes deliberations; convenir de tous arrangements, concourir a la nomination de tous gerants, administrateurs et liquidateurs.

Accepter au nom du comparant, toute fonction elective qui lui serait reconnue par les actionnaires ou associes de la Societe a former.

En cas de difficultes quelconques, paraitre, tant en demandant qu'en defendant devant toutes juridictions competentes; exercer toutes actions, se concilier; transiger en tout etat de cause, nommer tous arbitres et tiers arbitres; s'en rapporter a leurs decisions ou les contester; obtenir toutes decisions judiciaires ou administratives; les faire executer par toutes les voies et moyens de droit; acquiescer a tous jugements et arrêts; intervenir dans toutes instances.

Aux effets ci-dessus, passer et signer tous actes; elire domicile; donner tous pouvoirs; substituer une ou plusieurs personnes dans tout ou partie des presents pouvoirs, avec faculte pour les mandataires substitues de faire eux-memes toutes substitutions, revoquer tous mandats et substitutions, et generalement faire tout ce que le mandataire jugera utile et necessaire.

Fait et passe a New York,

L'an mil neuf cent cinquante deux

Et le vingt-trois Juillet

Et apres lecture, le comparant a signe avec le Notaire.

(Signed) Dr. Otto Degener"

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

Bitte sorgfältig aufbewahren!
Der Absender wird gebeten, den umrenden Teil selbst auszufüllen.

Einführungsschein

Gegenstand (z. B. E-80)	(Abgabe und Menge unter A)			
an- gegebenen Wert oder eingezahlter Betrag	R.M. (in Ziffern)	Red.	R.M. (in Ziffern)	Red.
	Nach- nahme			
Emp- fänger	M. Mammel			
Bestim- mungsort	Kahiki			

Postvermerke



Einführungs- Nr.	Gewicht	
862	kg	g

Postannahme

Wavy

C 62 100 6 7

24 East 82 St.,
New York, N. Y.
July 25, 1952.

Dear Mr. Tallman:

I received a letter from Consul Haring of Noumea, via Washington (so I hope you read it first) chiding me guardedly for not making use of an attorney. I do use the advice of attorneys Ingman & Ingman, Young Building, Honolulu, but after getting their reaction and paying the fee, I cut loose and paddle my own canoe again. I feel I have the fine ramifying points of the case at my finger tips better than any one else. Also, the Hoppenstedt experience lowered my confidence a bit in members of the bar.

Because conditions were in a state of flux - I awaiting a letter of advice from the Ingmans and a letter from Nordman - I did not report to you before now the following telegram received by me from Tahiti July 12 AM 1 20:
"Stop fighting and arguing have sued Chengho Trading Company twentythousand dollars have arranged with Lejeune that you dont have to send money stop ignore Gallois claims stop in order for you to reposses vessel you must sign contract and send on rightaway and you and me to adjust matter later letter following. (signed) Nordman"

I sent a copy of the document headed "Le Soussigne" to lawyer Ingman in Honolulu, who lukewarmly advised me to sign it. I considered his advice wrong, and did not do so. In an attempt to be perfectly fair to the French, I inquired of the N.Y., French Chamber of Commerce for a list of French lawyers practicing in New York. At random I selected Mr. Rodrigue Bertol, (Room 1025) 165 Broadway, N.Y. City. I went to him with my problem. He was much opposed to my being stampeded into signing "Le Soussigne" and instead made out a French document as substitute, which I here copy:

"Pardevant Maitre Rodrigue Bertol, Avocat, ayant prete serment devant la Cour d'Appel de Rennes, le 11 Aout 1917 et devant la Cour Supreme de New York, le 11 Avril 1922, Notaire Public, et en son etude sise a New York, No. 165 Broadway,

A comparu: Monsieur le Docteur Otto Degener, Botaniste, demeurant a Moku-leia Beach, Waialae, Oahu, Territoire d'Hawaii. Le comparant ne a Orange, Etat de New Jersey, Etats-Unis d'Amerique, le 13 Mai 1899, etant de nationalite americaine.

Le comparant ayant prealablement expose que le navire a moteur Cheng-Ho, est actuellement sous le pavillon francais, mais que sette francisation ayant ete accordee par suite de fraude d'un precedent capitaine, il se reserve, mais a la condition que cette stipulation n'annule pas les presentes, de faire annuler la dite francisation, ulterieurement.

Le comparant se reserve aussi la faculte d'habiter et de voyager sur le dit vapeur.

Le comparant a par ces presentes constitue pour son mandataire special

A qui il donne pouvoir de pour lui et en son nom:

Constituer entre le soussigne et Monsieur Oscar Nordman, Negociant, demeurant a Papeete, et tous autres qu'il y aura lieu, une societe a responsabilite limitee, ou de toute autre forme admise par les lois francaises, devant avoir son siege a Papeete (Tahiti), et pour objet:

L'exploitation du bateau a moteur Cheng Ho ayant so port d'attache a Papeete, et plus generalement la construction, la reparation, l'affretement et l'exploitation de tous bateaux de mer.

Lever au nom du soussigne ou de toutes personnes ou societes que le mandate

Notaire avisera, l'option qui lui a ete conferee par la Societe Cheng Ho Trading and Exploring Company Limited, suivant contrat intervenu entre ladite Societe et le comparant le sept Juillet mil neuf cent quarante-sept, et aux termes duquel il a ete concede au comparant la faculte d'acquiescer de ladite Societe le navire Cheng Ho, aux termes et conditions prevus par le contrat.

Faire l'apport a la Societe a constituer du benefice de l'option sus-mentionnee, ou du bateau faisant l'objet de cette option.

Faire cet apport pur et simple, moyennant l'attribution de parts ou d'actions ou en faire l'apport-vente, en recevoir le prix, en donner quittance.

Assister a toutes assemblees et reunions d'actionnaires ou de membres de la Societe a constituer.

Prendre part a toutes deliberations; convenir de tous arrangements; concourir a la nomination de tous gerants, administrateurs et liquidateurs.

Accepter au nom du comparant, toute fonction elective qui lui serait reconnue par les actionnaires ou associes de la Societe a former.

En cas de difficultes quelconques, paraitre, tant en demandant qu'en defendant devant toutes juridictions competentes; exercer toutes actions, se concilier; transiger en tout etat de cause, nommer tous arbitres et tiers arbitres; s'en rapporter a leurs decisions ou les contester; obtenir toutes decisions judiciaires ou administratives; les faire executer par toutes les voies et moyens de droit; acquiescer a tous jugements et arrêts; intervenir dans toutes instances.

Aux effets ci-dessus, passer et signer tous actes; elire domicile; donner tous pouvoirs; substituer une ou plusieurs personnes dans tout ou partie des presents pouvoirs, avec faculte pour les mandataires substitues de faire eux-memes toutes substitutions, revoquer tous mandats et substitutions, et generalment faire tout ce que le mandataire jugera utile et necessaire.

Fait et passe a New York

L'an mil neuf cent cinquante deux

Et le vingt-trois Juillet

Et apres lecture, le comparant a signe avec le Notaire.

(Signed by me)

Mr. Bertol is dead set against Nordman (who did spend two years in jail in his youth for attempting to steal a boat) owning 51% of the shares of the new company. So he is taking a few of the "Nordman shares" and turning them over to another French citizen (thus complying with the regulation that French citizens own 51% of a company under the French flag) and having that citizen give me Power of Attorney for ever to vote these shares as I see fit. Formerly, before getting into the hands of these modern Tahitian pirates, I never would have tolerated such a border-line ethical practice.

Nordman wrote me - and Mr. Bertol has his, Haring's and other pertinent letters, so I cannot quote precisely - that deBisschop is now subject to arrest and that the Government in Tahiti admits deBisschop's registration was fraudulent. Between you and me and the gatepost, I bet they always new and condoned it but now that protests are becoming vehement, they are throwing their old crony to the wolves.

Mr. Haring luckily appended a list of Tahiti attorneys. In this list is mentioned Hoppenstedt (who cheated us out of a fee of \$150) as lacking a regular lawyer's diploma though he has been practicing law for 25 years in Tahiti. Lejeune, whom Nordman selected to do the legal work in Tahiti for me, is not listed at all! Mr. Bertol, consequently engaged - with a \$25 retainer fee from me - one of Mr. Haring's listed Papeete attorneys who attended the same law school as Bertol. I have forgotten his name but if you want it I can

of course get it for you. Anyway, naturally I welcome ~~any~~ letters you write to Mr. Bertol or any questions you wish to ask him, whether they are to be held confidential from me or not. This Tahiti attorney of Bertol's choice gets the above French contract to handle for me now in Tahiti.

I am flying for Iréland Aug. 12, to tour the island for a week. Thereafter I hope to botanize with the Swedish botanist Olof Selling in Lappland for a week before flying to Paris. If the Tahitians refuse to accept Bertol's contract instead of the drastic "Le Soussigne," I shall continue my fight for the Cheng Ho in Paris. I am tentatively being booked for passage on a Messageries Maritimes boat from Marseille Nov. 10 for Colombo, Ceylon, where there is a famous botanical garden. I may stay there a month. Then I want to collect the giant jack-in-the-pulpit, *Ammorphophallus tatanum*, with a "flower" 6 ft. tall in Sumatra for the N.Y. Botanical Garden. From there, if a tiger does not get me, I would go I guess via Noumea to Papeete, if all goes well, to see how "xy" new trading company progresses. If deBisschop is gone and his old cronies have forgotten him, I may botanize, as Cheng Ho passenger, on isolated Pacific Islands, with hopes no one throws me overboard some dark night to the sharks.

I do think the Cheng Ho fiasco is drawing to a close but please don't abandon me and the ship until we are sure of that fact. Any letter mailed to my New York address will be forwarded to my new address wherever I happen to be.

Aloha,

Pardevant Maître Rodrigue Bertol, Avocat, ayant prêté serment devant la Cour d'Appel de Rennes, le 11 Août 1917 et devant la Cour Suprême de New York, le 11 Avril 1922, Notaire Public, et en son étude sise à New York, No. 165 Broadway.

A comparu: Monsieur le Docteur Otto Degener, Botaniste, demeurant à Mokuleia Beach, Waialua, Oahu, Territoire d'Hawaii. Le comparant ne à Orange, Etat de New Jersey, Etats-Unis d'Amerique, le 13 Mai 1899, etant de nationalite americaine.

Le comparant ayant préalablement expose que le navire a moteur Cheng Ho, est actuellement sous le pavillon français, mais que cette francisation ayant été accordée par suite de fraude d'un précédent capitaine, il se réserve, mais à la condition que cette stipulation n'annule pas les présentes, de faire annuler la dite francisation, ultérieurement.

Le comparant se réserve aussi la faculté d'habiter et de voyager sur le dit vapeur.

Le comparant a par ces présentes constitué pour son mandataire special

A qui il donne pouvoir de pour lui et en son nom:

Constituer entre le soussigné et Monsieur Oscar Nordman, Negociant, demeurant à Papeete, et tous autres qu'il y aura lieu, une société à responsabilité limitée, ou de toute autre forme admise par les lois françaises, devant avoir son siège à Papeete (Tahiti), et pour objet:

L'exploitation du bateau a moteur Cheng Ho ayant son port d'attache à Papeete, et plus généralement la construction, la réparation, l'affrètement et l'exploitation de tous bateaux de mer.

Lever au nom du soussigné ou de toutes personnes ou sociétés que le mandataire videra, l'option qui lui a été conférée par la Société Cheng Ho Trading and Exploring Company Limited, suivant contrat intervenu entre ladite Société et le comparant le sept Juillet mil neuf cent quarante-sept, et aux termes duquel il a été concédé au comparant la faculté d'acquiescer de 1 ladite Société le navire Cheng Ho, aux termes et conditions prévus par le contrat.

Faire l'apport à la Société à constituer du bénéfice de l'option sus-énoncée, ou du bateau faisant l'objet de cette option.

Faire cet apport pur et simple, moyennant l'attribution de parts ou d'actions ou en faire l'apport-vente, en recevoir le prix, en donner quittance.

Assister à toutes assemblées et réunions d'actionnaires ou de membres de la Société à constituer.

Prendre part à toutes délibérations: convenir de tous arrangements; concourir à la nomination de tous gérants, administrateurs et liquidateurs.

Accepter au nom du comparant, toute fonction élective qui lui serait reconnue par les actionnaires ou associés de la Société à former.

En cas de difficultés quelconques, paraître, tant en demandant qu'en défendant devant toutes juridictions compétentes; exercer toutes actions, se concilier; transiger en tout état de cause, nommer tous arbitres et tiers arbitres; s'en rapporter à leurs décisions judiciaires ou administratives; les faire exécuter par toutes les voies et moyens de droit; acquiescer à tous jugements et arrêts; intervenir dans toutes instances.

Aux effets ci-dessus, passer et signer tous actes; élire domicile; donner tous pouvoirs; substituer une ou plusieurs personnes dans tout ou partie des présents pouvoirs, avec faculté pour les mandataires substitués de faire eux-mêmes toutes substitutions, révoquer tous mandats et substitutions, et généralement faire tout ce que le mandataire jugera utile et nécessaire.

Fait et passé à New York,
L'an mil neuf cent cinquante deux
Et le vingt-trois Juillet
Et après lecture, le comparant a signé avec le Notaire.

30

Otto Degener

Enclosed with Degener's letter of 7/27/52 to S.N.D.
Original of letter in file 19-4, Otto Degener personal

24 East 82 Street,
New York, N. Y., U.S.A.
Le 29 Juillet 1952.

Monsieur:

Remerciements pour votre bonne lettre de 17 Juin laquelle j'ai recu ce matin. Je quittai Hawaii pour etre pres de Washington ou je parviens a interesser quelques fonctionnaires des Etats Unis et votre Ambassadeur dans l'affaire Cheng Ho. Je pense par votre et par leurs intercessions maintenant Monsieur le Gouverneur de Tahiti me donne un visa pour cettres iles pour trois moins.

Maintenant aussi je puis employer mon option, entierement judiciaire, acheter le bateau Cheng Ho si d'abord je signe le document de confiscation qui j'appelle "Le Soussigne" au-dessous.

Aussi, curieusement, d'abord les fonctionnaires ^{du} ~~de~~ Gouvernement de Tahiti me permis d'acheter le bateau il etait necessaire pour moi payer M. Gallois, Conseiller Prive du Gouverneur, circa \$10,000 laquelle somme il perd comme affreteur le decembre passe par naufrage. M. Gallois etait evidemment en default parcequ'il deja payait la note; Capt. Eric deBisschop ne le payait pas. Mais maintenant parceque moi, un Americain, veux regagner mon bateau conformement a mon contrat de 7 Juin 1947, il naivement essayait de me lui payer le \$10,000 il perdrait, employant son captation comme Conseiller Prive! Cette action fortifiet mon argument que les fonctionnaires du Gouvernement employent leure autorite speciale comme fonctionnaires de la Nation pour me depriver de mes droits. Comme cet effort est clairement injuste, je ne le fais pas attention au:

"LE SOUSSIGNE"

Monsieur le Docteur Otto Degener, botaniste, demurant a Mokuleia Beach, Waiialua, Oahu, Terr. Hawaii, Etats Unis d'Amerique, de nationalite americaine, ne a Orange, New Jersey, Etats Unis d'Amerique, le 13 Mai 1899, par ces pre-sets:

Le comparant a par ces presentes constitue pour son mandataire special

A qui il donne pouvoir de pour lui et en son nom:

Constituer entre le soussigne et Monsieur Oscar Nordman, Negociant, demurant a Papeete, et tous autres qu'il y aura lieu, une societe a responsabilite limitee, ou de toute autre forme admise par les lois francaises, devant avoir son siege a Papeete (Tahiti), et pour objet:

L'exploitation du bateau a moteur Cheng Ho ayant son port d'attache a Papeete, et plus generalement la construction, la reparation, l'affretement et l'exploitation de tous bateau de mer.

Lever au nom du soussigne ou de toutes personnes ou societes que le mandataire avisera, l'option qui lui a ete conferees par la Societe Cheng Ho and Exploring Company Limited, suivant contrat intervenu entre ladite Societe et le comparant le sept Juillet mil neuf cent quarante-sept, et aux termes duquel il a ete concede au comparant la faculte d'acquérir de ladite Societe le navire Cheng Ho, aux termes et conditions prevus par le contrat.

Faire l'apport a la Societe a constituer du benefice de l'option sus-annoncee, ou du bateau faisant l'objet de cette option.

Faire cet apport pur et simple, moyennant l'attribution de parts ou d'actions ou en faire l'apport-vente, en recevoir le prix, en donner quittance.

Assister a toutes assemblees et reunions d'actionnaires ou de membres de la Societe a constituer.

Prendre part a toutes deliberations; convenir de tous arrangements; concourir a la nomination de tous gerants, administrateurs et liquidateurs.

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Fait a New York le - - - - -

Bon pour pouvoir"

"LE SOUSSIGNE" dessus n'est pas exact parceque je n'ai pas le document maintenant mais seulement une mauvaise copie. Une exacte copie photostatique de l'originale est en Paris chez Ambassadeur Americain et une autre en Washington chez Ambassadeur Francais.

Parceque une petite clique francaise par les machinations du condamne Eric deBisschop essayer de me duper en Tahiti, ce n'est pas que je perd ma confiance aux hommes ordinaires de France ou de la Nation. (En passant, mon pere est ne en Brunswick 1844 et emigre aux Etats Unis circa 1868; et ma mere, en Vienne. Son grand-pere etait F.L.C. Henneberg (1748-1812), le Prefet de Westphalia du Roi Jerome Bonaparte). Pour appuyer sur cette attitude de bonte (j'ai amis comme M. Nordman en Tahiti), je demand du Chambre de Commerce Francais en New York pour une liste des avocats francais, non Americains, et choisis Maitre Rodrigue Bertol (No. 165 Broadway) prendre ma cause. Maitre Bertol me dit de se garder de signer "LE SOUSSIGNE" de Tahiti. Il, a sa place, ecrit le document au-dessous et celui-ci j'ai signer pour Tahiti. L'acceptation labas, je pense, terminerai l'affaire Cheng Ho.

J'ecris une lettre comme ca au Departement d'Etat au Washington aussi.

Maitre Bertol's Contrat:

"Pardevant Maitre Rodrigue Bertol, Avocat, ayant prete serment devant la Cour d'Appel de Rennes, le 11 Aout 1917 et devant la Cour Supreme de New York, le 11 Avril 1922, Notaire Public, et en son etude sise a New York, No. 165 Broadway,

A compare: Monsieur le Docteur Otto Degener, Botaniste, demeurant a Mokuia Beach, Waialua, Oahu, Territoire d'Hawaii. Le comparant ne a Orange, Etat de New Jersey, Etats-Unis d'Amerique, le 13 Mai 1899, etant de nationalite americaine.

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Prendre part a toutes délibérations; convenir de tous arrangements; concourir a la nomination de tous gerants, administrateurs et liquidateurs.

Accepter au nom du comparant, toute fonction élective qui lui serait reconnue par les actionnaires ou associés de la Société a former.

En cas de difficultés quelconques, paraître, tant en demandant qu'en défendant devant toutes juridictions compétentes; exercer toutes actions, se concilier; transiger en tout état de cause, nommer tous arbitres et tiers arbitres; s'en rapporter a leurs décisions ou les contester; obtenir toutes décisions judiciaires ou administratives; les faire exécuter par toutes les voies et moyens de droit; acquiescer a tous jugements et arrêts; intervenir dans toutes instances.

Aux effets ci-dessus, passer et signer tous actes; élire domicile; donner tous pouvoirs; substituer une ou plusieurs personnes dans tout ou partie des présents pouvoirs, avec faculté pour les mandataires substitués de faire eux-mêmes toutes substitutions, révoquer tous mandats et substitutions, et généralement faire tout ce que le mandataire jugera utile et nécessaire.

Fait et passé a New York,

L'an mil neuf cent cinquante deux

Et le vingt-trois Juillet

Et après lecture, le comparant a signé avec le Notaire.

(Signé) Otto Degener"

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

Otto Degener

CONSULAT GÉNÉRAL DE FRANCE
À SAN FRANCISCO

740 TAYLOR STREET

TÉLÉPHONE TUXEDO 5-0771

July 30, 1952

PRÉRIE DE RAPPELER LE NUMÉRO } A III/ A 56
IN REPLYING REFER TO NUMBER }

2022

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

Dear Dr Degener:

Pursuant to your letter dated July 24, I am returning your passport duly visaed for a stay of three months in Tahiti, and one year in New Caledonia.

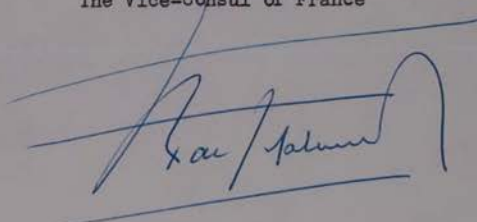
As I informed you previously, there is no visa required in order to visit France for a period not to exceed three months.

I hope that your trip across the world will be a pleasant one, and wish you full success in your botanical research in Oceania.

Yours truly,

enc. 1 passport

The Vice-Consul of France



MAX DE MONTALEMBERT
VICE CONSUL



THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

ADDRESS OFFICIAL COMMUNICATIONS TO
American Consulate,
Nouméa, New Caledonia,
July 31, 1952.

Dear Mr. Degener:

I am returning herewith enclosures No. 1 and 2 of your letter of July 17, 1952. These are the letters from Winston C. Ingman, Attorney, of May 26, 1952 stating that the French Consul in New York City would take every action possible to assure your obtaining a visa to Tahiti, and the letter from H. Hoppenstedt, Avocat, Papeete, of March 11, 1952, indicating that he had turned all documents over to Oscar G. Nordman.

I am pleased to know that you have been granted a visa to Tahiti for three months by an official telegram dated June 13. Despite the tenor of your other statements which suggest that you will not attempt to pursue the case personally in Tahiti, I wish to advise that I expect to be there on official duty for a brief period commencing September 3. To the extent that the presence of an American Consular Officer might give you assurance of safety or to the extent that the office may be of other assistance to you in guaranteeing you the right to assert your claim for the Cheng Ho, my services will be available to you.

Sincerely yours,

Philip E. Haring
American Consul

Enclosures:

Two letters as mentioned above.

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

PEH:cjj
235

The Good Ship Cheng Ho

or

Should the American Tax Payer Trust France with any More Loans?

*Mr. Dyer: This is practically summary
of Cheng Ho case.*
C.D. 1

In 1940-41 Mrs. Anne Archbold of Washington conducted her second scientific expedition into the South Seas. For this she used her palatial vessel, the Cheng Ho. This vessel, 98 ft. long and 24 ft. wide, was built of teak and camphor woods in Hong Kong in imitation of a famous Chinese junk used in the 15th Century in the salt trade. Unlike the original junk, this modern vessel had two 110 horse-power diesel engines and all modern conveniences. It is said to have cost \$100,000 to build.

Mrs. Archbold invited as guests for the expedition a Registered Trained Nurse and a number of scientists, one being the American botanist Otto Degener, author of several books about the South Seas. Instead of visiting many different islands of the Pacific touched on by the Expedition, Dr. Degener concentrated for eight months on the study of Fijian plants and native customs, largely at his own expense.

Degener not only discovered in Fiji many plants new to Science, including a new Family of Tree Buttercups now bearing his name. He also learned from some old men, who had been cannibals in their youth, ethnological facts of importance. After several years of study, he and various specialists at the Smithsonian and elsewhere published the results of his researches and collecting. This was gratifying to Mrs. Archbold, sponsor of the Expedition and owner of the Cheng Ho.

War declared, Mrs. Archbold turned the Cheng Ho over to the U.S. Navy. The vessel was used in Pearl Harbor as a Weather Station. War ended in 1945, she was returned to Mrs. Archbold who then sold her rights in her Dec. 3, 1946, to Dr. Degener, then residing in New York. He soon proceeded to Honolulu to take possession of his vessel.

Degener and a number of associates in Honolulu, mainly American citizens, founded the Cheng Ho Trading & Exploring Company, incorporating in July 1947 in Honolulu, U.S.A. One of these men was the persuasive Capt. Eric deBisschop, former French Consul in Hawaii and at that time already subject to deportation from the U.S., as an undesirable alien. That deBisschop had a criminal record in France and was not what he represented himself to be was at that time unknown to his associates. Degener July 7, 1947, sold his vessel Cheng Ho, then appraised at \$75,000, to the Company for shares on condition that he own the option to repurchase his vessel for \$15,000 five years later. This contract, after deBisschop's unsavory reputation became known, was for the sake of safety registered Aug. 18, 1948, by the Registry of Conveyances for the Territory of Hawaii in Book 2156, pages 247-249. It expressly states: "The CHENG HO shall be transferred and delivered to the said OTTO DEGENER in event such option is exercised, together with her engines, machinery, masts, boats, anchors, cables, tackle, furniture and all other necessities thereunto appertaining and belonging on board and free of all liens, claims, taxes and incumbrances of any nature whatsoever."

*by deBisschop
of Hon.*

The Cheng Ho for her first business trip was loaded with a general cargo such as shoes, sugar and refrigerators, and, flying the American flag, was sent to Papeete, Tahiti, the latter part of 1947 with the Frenchman deBisschop as Captain and with a crew of six. The Captain was to sell our cargo in Tahiti and, with the money realized, buy French goods. The Cheng Ho was to be back in Honolulu in about six weeks, in time for the Christmas trade. Instead of returning within six weeks, Capt. deBisschop with the Cheng Ho limped into the port of Honolulu penniless and with only two tons of vanilla beans, then a drug on the market. He had squandered the resources of the Company on "wine, women and song"

and had even sold equipment like lifeboats belonging to the vessel to pay off some of his many personal debts. The vessel was reappraised in Honolulu and, due to the Captain's mismanagement, pilfering and vandalism, was worth only \$60,000, a loss of \$15,000 in eight months!

Degener and other injured stockholders immediately hailed Ex-Consul deBisschop into Federal and Territorial Courts, demanding an accounting, payment of back wages to two swindled members of the crew, etc. That deBisschop lost every case, and that Degener and associates won Pyrrhic Victories is not important. What is important is that both Courts established that the Frenchman had fraudulently registered the Cheng Ho under the French flag as his own property "in the Office of the Governor of Tahiti." The vessel, as mentioned before, had belonged to the U.S. Navy and was actually American and belonged to an American company incorporated in Honolulu, Hawaii, U.S.A!

Degener, disgusted with conditions and knowing his option contract would enable him to start a new company without the swindler deBisschop in July 1952, sold his shares. Other stockholders sold theirs or threw them away as worthless after the Federal Court had reappraised them from their original par value of \$100 to but one dollar. DeBisschop, leaving promissory notes of about \$3,000 (endorsed by his Hawaiian mother-in-law) to Degener and associates, was finally allowed to sail back with the Cheng Ho to Tahiti, a second time under threat of deportation as an undesirable alien.

Nothing much happened for the next few years, not even payment of the interest on the \$3,000 debt. DeBisschop never turned up in American waters again with the Cheng Ho, apparently abandoning wife and daughter in Honolulu. In order to collect the long delinquent debt from deBisschop himself, Degener's attorney in Honolulu paid the Tahiti attorney Henri Hoppenstedt \$150 to translate legal papers dealing with the suit from English into French, and to start representing the Americans in the Papeete Court. The French attorney pocketed the money, and did not even start translating. Degener then decided to leave Honolulu for Papeete to see personally about collecting the debt owing him and friends, and to arrange for the return of his Cheng Ho July 1952 according to contract.

It is best to travel to Tahiti via New Caledonia, an interesting land. Degener consequently wrote to the French Consul in San Francisco for visas for New Caledonia and Tahiti, the latter also called French Oceania. Dec. 11, 1951, he received the following reply from the Consul:

"Dear Sir:

With reference to your letter of Nov. 28, please find enclosed 4 application forms (2 per country: French Oceania and New Caledonia), to be filled out in French and returned to me together with 4 photographs. Those application forms will then be sent to the Governors for decision. Time usually required for the visas to be granted is about one and a half months.

Yours truly,"

Feb. 1, 1952, the Consul wrote Degener:

"Dear Sir:

I wish to inform you that your visa for New Caledonia has been granted for one year.

I have not yet received the Governor's decision regarding your visa application for French Oceania and I will let you know as soon as I receive it.

Truly yours,"

Just a month later the Consul wrote Degener:

Dear Sir:

I regret to inform you that your visa for Tahiti has not been granted. I am in possession of your money-order - - - - -
Truly yours,"

It is rather significant that in New Caledonia where Degener owns no assets whatever, he is welcome to stay an entire year. But in Tahiti where ex-Consul deBisschop owes Degener and friends a debt of over \$3,000 and where he registered Degener's former \$75,000 Cheng Ho under the French flag as his own property fraudulently "in the Office of the Governor of Tahiti," there the GOVERNOR refuses Degener a visa!

Degener, come to Washington, complained about this outrage to his Delegate to Congress, the Hon. Mr. Farrington, to the U.S. State Department, and by letter to the Assemblée Nationale in Paris. Through their kind intercession he then received a letter from the Ministère de la France d'Outre-Mer, dated Aug. 14, 1952, which in part reads:

"J'ai l'honneur de vous faire connaître que je viens d'être informé par M. le Gouverneur des Etablissements Français de l'Océanie, à qui j'avais demandé des précisions sur les faits relatés par M. DEGENER, qu'un visa d'entrée à Tahiti, valable trois mois a été accordé à l'intéressé. Celui-ci a déjà été avisé de la mesure prise à son égard."

His Excellency, the Governor of Tahiti, at least sabotaged Degener's attempt to reach Tahiti in July, the time he wished personally to take over his vessel according to contract from ex-Consul deBisschop who, we learn, by that time had chartered the vessel to M. Gallois, Member of the Governor's Privy Council, for lucrative inter-island trading.

Meanwhile, while Degener was waiting for permission to visit Tahiti, he and his lawyer in Honolulu had given deBisschop notice of the desire to repossess the Cheng Ho July 1952 according to contract. Oscar Nordman, shiphandler of Tahiti, then wrote Degener about Cheng Ho developments, dated Papeete, Tahiti, June 12, 1952, the following: "At a meeting held in the office of Governor Petitbon this morning (11th of June 1952) between the official of the French Government and deBisschop's agent, Monsieur Gallois, the following favorable conclusions were reached." According to a letter from Marcel Lejeune, "Notaire," same place and date, we learn:

"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 services des Affaires Politiques et Administratives, le Capitaine du Port et Monsieur Gallois, actuel affréteur du bateau." From the same letter of M. Lejeune we learn that deBisschop at the time of the meeting was away in the Austral Islands. Whether Governor Petitbon was present at this meeting of his Cabinet I do not know. We do know, however, that the Notary Lejeune was present when the 1.) Customs Chief, the 2.) Chief of Political & Administrative Affairs, the 3.) Harbor Master and 4.) Governor Petitbon's Privy Councillor GALLOIS (who also represented ex-Consul deBisschop and was charterer of the Cheng Ho for lucrative interisland trade), unani-
mously or not I do not know, concocted the following confiscatory and shameful conditions to trick Degener gracefully of the Cheng Ho after he had prevented (through his protests to the honest officials in Paris) the départ and ex-Consul deBisschop from stealing his vessel by more direct means. Please note, the Governor and his Cabinet in no way question the validity of Degener's contract because they know it to be legal. Yet here are the shameful conditions DRAWN UP BY FRENCH GOVERNMENT OFFICIALS DURING THE ABSENCE OF DEBISSCHOP on a distant island. Had Degener signed, he would have received practically NOTHING for the very nice sum of U.S. \$15,000.

"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 Lejeune, 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.

- - - - - The Government recognizes the transfer to the french flag legal and the vessel will so remain. - - - - -"

There is no agreement anywhere in the contract that Dr. Degener was to deposit \$15,000 as guarantee of good faith in any special bank. As Indo China was already at that time in the throes of Civil War, he refused to deposit this sum in the Bank of Indo China, but instead left a deposit of twice the amount at commercial bankers in New York City, sending proof of his action to the French Ambassador in Washington. Degener was thus fully prepared to honor his agreement, while deBisschop and his cronies in the French Government in Tahiti was guilty of breach of contract on several counts:

1. They retained the American vessel Cheng Ho fraudulently under the French flag, certainly an incumbrance to an American citizen.

2. They require Degener to form a new trading company around the Cheng Ho, and to surrender 51% of the shares or interest of this company to a Frenchman. This not only robs Degener of more than half the vessel but all control of her. This subjects him to incumbrances contrary to contract and to confiscation of property. This particular Frenchman, Mr. Nordman, by the way, may be a very nice person and all that BUT he spent two years in jail because of some insurance swindle involving the sinking of some vessel. Is he a good partner to have with 51% of stock?

3. More and more evidence has accumulated that the once valuable Cheng Ho has greatly deteriorated and never can be reconditioned to anything near the state required by contract. DeBisschop had not only damaged her by \$15,000 during the first eight months of his stewardship of the vessel illegally as his property under the French flag. Since that time he has ripped out the teak and camphor wood cabins, sold or given away valuable equipment, allowed her to run aground upon the coral reef, and neglected timely drydocking to prevent shipworm damage.

In summary, this is not a controversy between a private citizen of the United States and a private citizen of France. It is a controversy between a private citizen of the United States and a band of rapacious French Government Officials in Tahiti with a former French Consul as ringleader. Temporarily restrained from outright stealing the Cheng Ho, by this time almost a derelict due to their mismanagement, pilfering and vandalism, some or all these men are hereby trying to palm off less than half the vessel some of them ruined (and with no control of her by Degener as a Frenchman with a 2 year prison record is to own 51% of the stock) on Degener for \$15,000! As the Cheng Ho was appraised at \$75,000 when Degener turned her over to deBisschop and associates, and as the option price for her repossession was to be \$15,000, Degener now demands \$60,000 damages, as of July 7, 1952, with interest, for the loss of the Cheng Ho from the French Government. Also, he and associates seek the sum of \$3,000 deBisschop long owes them with interest, and whose collecting has been sabotaged by French Officials.

In answer to this claim for approximately \$63,000 against the French Government, the "Ministère de la France d'Outre-Mer," under date of March

13, 1953, seems to think that now that Degener has been granted a belated visa for Tahiti, the Cheng Ho swindle has ended so far as the French Government is concerned. For example, he states:

"En ce qui concerne les conflits qui l'opposent, en Océanie, à M. de-BISSCHOP 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."

This is a smoke screen. Why should I, an American, want to do business in French waters? I don't. The French Government wants to disown responsibility for the Cheng Ho scandal. How can it do so when every stage of the swindle involves - innocently or otherwise - French Government Officials: Consuls, Governors, Cabinet Officers and Privy Councillors? The easiest way, obviously, is to induce Degener to bring suit against the Frenchman deBisschop in Papeete Courts or "tribunaux" whose officials know that the American must lose the case so that the French Government can be "white washed" of all blame. Degener, having had bitter experience with the Tahiti lawyer Hoppenstedt and others, does not intend to fall into this trap.

Degener, an American citizen and Tax Payer, hereby protests the payment by the U.S. Congress of any more funds to France until she has settled the Cheng Ho claim. Moreover, he suspects that if Officials of Tahiti are permitted by the present Government in Paris to swindle one American, Officials in neighboring Indo China and elsewhere will have the audacity to swindle Americans in general. How much of the American Tax Payers' money given to France is really used for what it is given, and how much simply feathers the nests of corrupt French Officials? Congress should seriously review the entire situation and decide whether some other nation besides France is not the more deserving of U.S. aid.

La Bonne Jonque Cheng Ho

En 1940-41 Mme Anne Archbold de Washington conduisait sa deuxième expédition scientifique dans l'Océanie. Pour cette entreprise elle choisit son bateau palatial "Cheng Ho." Cette jonque, 98 pieds longue et 24 pieds large, était construite en bois de thuya et caquillier, à Hong Kong, habitant une fameuse jonque chinoise employée pour le commerce en sel au quinzième siècle. Contraire à cette jonque originale, ce bateau modern avait 2 diesel-machines à 110 chev.-vap. et toutes les conveniences modernes. On dit que sa construction a coûté \$100,000.

Mme Archbold invita comme notes pour cette expédition une garde-malade enregistrée et un nombre de scientifiques, dont l'un était le botaniste américain Otto Degener, auteur de plusieurs livres sur Hawaii. Au lieu de visiter beaucoup de différentes îles de l'Océanie, passés pendant cette expédition, Dr. Degener se concentra pendant 8 mois à étudier des plantes de Fiji et des coutumes indigènes, surtout à ses propres frais.

Degener ne se borna pas à découvrir à Fiji beaucoup de plantes nouvelles à la science, inclusivement une nouvelle famille de "Tree Buttercups," maintenant portant son nom. Il apprit aussi des faits ethnologiques par de vieux hommes qui - dans leur jeunesse - avaient été des cannibales. Après quelques années d'étude, lui et d'autres spécialistes au Smithsonian et à d'autres instituts, publièrent les résultats de ses recherches et collections. Ce fait était fort satisfaisant pour Mme Archbold, patronesse de l'expédition et propriétaire du Cheng Ho.

Quand la guerre fut déclarée Mme Archbold posa le Cheng Ho à disposition de la Marine des Etats-Unis. Le bateau fut employé comme observatoire à Pearl Harbor. La guerre finit en 1945, alors la jonque fut rendue à Mme Archbold qui alors, le 3 décembre 1946, vendit ses droits sur ce bateau à Dr. Degener, résidant à ce temps à New York. Celui-ci bientôt partit pour Honolulu afin de prendre possession de son bateau.

Degener et un nombre d'associés à Honolulu, surtout des citoyens américains, créèrent la "Cheng Ho Trading & Exploring Company," incorporée en juillet 1947 à Honolulu, U.S.A. L'un de ces hommes était le capitaine Eric deBisschop, homme persuadant, l'Ex-Consul français en Hawaii, et déjà à ces temps, sujet à déportation des Etats-Unis comme alien désagréable.

A ce temps c'était inconnu à ses associés que deBisschop avait un rapport criminel et n'était pas ce qu'il prétendait. Le 7 juillet 1947, Degener vendit son bateau Cheng Ho, apprécié alors à \$75,000, à la compagnie pour des parts, à condition qu'il recut l'option de racheter son bateau pour U.S. \$15,000 cinq années plus tard. Après que la rencontre infavorable de Monsieur deBisschop fut connue le contrat, pour plus de sûreté, fut enregistré, le 10 août 1948, par la registration des conveyances pour le Territoire de Hawaii, livre 2156, pages 247-249. Ce contrat confirme distinctivement: "Le Cheng Ho doit être délivré et transféré au dit Degener en cas que cette option soit faite ensemble avec ses machines, machinerie, matrice, canots, ancres, cables, grément, aménagement et toutes les autres nécessités jointes, appartenant au bord, et exempt de tous liens, prétentions, et hypothèques d'aucune sorte."

Dans son premier voyage commercial le Cheng Ho fut chargé d'un affrètement général, comme par exemple souliers, sucre et refroidisseurs. Portant le drapeau américain, il fut envoyé à Papeete, Tahiti, dans la dernière partie de 1947, avec le Français deBisschop comme capitaine et un équipage de six. Le capitaine devait vendre notre fret en Tahiti et avec l'argent obtenu, il devait acheter de la marchandise française. Le Cheng Ho devait revenir à Honolulu 6 semaines plus tard, environ, en temps pour

le commerce de Noël. Mais au lieu de retourner en 6 semaines, capitaine de-Bisschop "boita" dans le port de Honolulu sans aucun argent, et seulement avec 2 tons de vanille, à ce temps presque inutile. Il avait dispersé les ressources de la compagnie pour "vin, femmes et chansons." Il avait même vendu de l'équipement, par exemple des canots de sauvetage, appartenant à la jonque, pour payer quelques unes de ses dettes personnelles. Le bateau fut apprécié de nouveau à Honolulu. Alors, en conséquence du démenagement, exploitation et vandalisme du capitaine, la jonque ne valait que \$60,000, ça veut dire: "C'était une perte de \$15,000 en 6 mois!"

Degener et les autres actionnaires affligés citèrent immédiatement l'Ex-Consul de-Bisschop devant des Cours Fédérales et Territoriales, en demandant un rapport et paiement des salaires arriérés pour 2 membres de l'équipage trompé. Ce n'était pas de grande importance que Degener et ses associés gagnassent des victoires à la Pyrrhus. Mais ce qui est important c'est que les deux Cours affirmèrent que le Français avait frauduleusement enregistré le Cheng Ho sous le drapeau français comme sa propriété "in the Office of the Governor of Tahiti." Le bateau, comme nous l'avons dit, était en effet américain et appartenait à une compagnie américaine, incorporée à Honolulu, Hawaii, U.S.A.!

Degener, dégouté de ces conditions et sachant que le contrat d'option le rendra capable à commencer une compagnie nouvelle sans le defraudeur de-Bisschop en juillet 1952, vendit ses parts. D'autres actionnaires vendirent les leurs ou les jetèrent à part, les croyant sans valeur, après que la Cour Fédérale les avait reappreciés de leur valeur originale de parité de \$100 à seulement UN Dollar. De-Bisschop, laissant des billets d'environ \$3,000 (endossés par sa belle-mère Hawaïenne) à Degener et ses associés, fut enfin permis à retourner à Tahiti avec le Cheng Ho, une seconde fois avec le menace de déportation comme alien indésirable.

Pendant les années suivantes rien ne se passait, même les intérêts pour la dette de \$3,000 ne furent payés. De-Bisschop ne se montra dans les eaux américaines avec le Cheng Ho; il semblait avoir abandonné sa femme et sa fille à Honolulu. Pour lever la dette frauduleuse de M. de-Bisschop lui-même, le notaire de Degener à Honolulu paya \$150 au notaire Henri Hoppenstedt en Tahiti, pour traduire les actes concernant le procès, de l'anglais en français. Le notaire français devait représenter les Américains dans la Cour à Papeete. Il empocha l'argent, mais ne commença pas à traduire. C'est alors que Degener décida de quitter Honolulu pour Papeete. Il désira surveiller en personne qu'on payât des dettes, appartenant à lui-même et ses amis et d'arranger la restitution de sa jonque Cheng Ho, selon le contrat, en juillet 1952.

Pour voyager à Tahiti c'est le plus convenable d'aller via La Nouvelle Calédonie, pays fort intéressant. C'est pourquoi Degener écrivit au Consulat Français à San Francisco, pour obtenir un visa pour La Nouvelle Calédonie et un autre pour Tahiti, la dernière aussi appelée l'Océanie Française. Le 11 décembre 1951, il reçut la réponse suivante du Consulat:

"Cher Monsieur, Referrant à votre lettre de novembre 28, veuillez trouver 4 applications (2 formes pour chaque pays: L'Océanie Française et La Nouvelle Calédonie. Ecrivez, s'il vous plaît, en français et les retournez avec 4 photographies. Ces applications seront alors envoyées aux Gouverneurs pour être décidées. Le temps nécessaire à obtenir les visas devait être six semaines.

Sincèrement, - - - -"

Février 1, 1952, le Consulat écrivit à Degener:

"Cher Monsieur, J'ai l'honneur de vous informer qu'un visa pour La Nouvelle Calédonie vous a été accordé, valable une année.

Je n'ai pas encore reçu la décision du Gouverneur concernant votre application pour un visa pour l'Océanie Française et je vais vous en informer aussitôt que je le reçois.

Sincèrement, - - - -"

Exactement un mois plus tard le Consul écrit à Degener:

"Cher Monsieur, Je regrette beaucoup de vous informer que vous n'avez pas été accordé un visa pour Tahiti. Je suis en possession de votre mandat-postale - - - - - Sincèrement, - - - - -"

Il me semble bien significatif que Degener soit permis à vivre pendant une année dans La Nouvelle Calédonie où il n'a pas de fortune. Mais en Tahiti, où l'Ex-Consul de Bisschop doit une dette de plus de \$3,000 à Degener et ses amis et où il avait enregistré la \$75,000 jonque Cheng Ho, autrefois appartenant à Degener, sous le drapeau français frauduleusement comme sa propriété "dans le bureau du Gouverneur de Tahiti," le Gouverneur lui refuse un visa!

Arrivé à Washington, Degener se plaint de cet outrage chez son Délégué de Congrès, le Hon. M. Farrington, chez le U.S. State Department, et, par lettre, chez l'Assemblée Nationale à Paris. Par leur gentille intervention il alors reçut une lettre du Ministère de la France d'Outre-Mer, datée août 14, 1952, qui se lit en partie:

"J'ai l'honneur de vous faire connaître que je viens d'être informé par M. le Gouverneur des Etablissements Français de l'Océanie, à qui j'avais demandé des précisions sur les faits relatés par M. Degener, qu'un visa d'entrée à Tahiti, valable trois mois a été accordé à l'intéressé. Celui-ci a déjà été avisé de la mesure prise à son égard."

Son Excellence, le Gouverneur de Tahiti avait au moins saboté l'attemp de Degener d'arriver à Tahiti en juillet, termine quand il désirait - en personne - prendre possession de son bateau, selon le contrat, des mains de M. de Bisschop. Mais celui-ci, nous apprenons, avait à cet temps charté le bateau à M. Gallois, Membre du Conseil Privé du Gouverneur, pour un commerce lucratif entre-îles.

Pendant, qu'il attendait pour la permission d'entrer en Tahiti, Degener et son avocat à Honolulu avaient notifié M. de Bisschop qu'il désire reprendre possession du Cheng Ho, en juillet, selon le contrat. Alors Oscar Nordman, affréteur en Tahiti, écrit à Degener sur les développements concernant le Cheng Ho, daté Papeete, Tahiti, juin 12, 1952, la lettre suivante:

"A une réunion tenue dans le Cabinet de M. le Gouverneur Petitbon ce matin (juin 11, 1952) entre le fonctionnaire du Gouvernement Français et l'agent de M. de Bisschop, M. GALLOIS, les conclusions favorables suivantes furent obtenues."

D'une lettre de Marcel Lejeune, même lieu et date, nous apprenons:

"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 de Service des Douanes, le Chef de Services des Affaires Politiques et Administratives, le Capitaine de Port et Monsieur Gallois, actuel affréteur du bateau." De la même lettre de M. Lejeune nous apprenons que de Bisschop était absent dans les Iles Australes au temps de cette réunion. Si M. le Gouverneur Petitbon était présent à cette réunion, je ne sais pas. Nous savons, cependant, que le notaire était présent quand 1) le Chef du Service des Douanes, 2) le Chef de Service des Affaires Politiques et Administratives, 3) le Capitaine du Port, et 4) le Conseiller Privé de M. le Gouverneur Petitbon, M. Gallois (qui représentait aussi l'Ex-Consul de Bisschop et qui était affréteur du Cheng Ho pour le commerce lucratif entre-îles) unanimement ou non, je ne sais pas, fabriquèrent la confiscation suivante et les conditions outrageuses pour pousser Degener avec grâce de la possession du Cheng Ho, après qu'il avait empêché (par ses protestations chez les fonctionnaires honnêtes à Paris) que M. de Bisschop, deporté et Ex-Consul, ne lui volât son bateau par des manières plus directes. Veuillez, s.v.

The Good Ship Cheng Ho

OR

Should the American Tax Payer Trust France with any More Loans?

In 1940-41 Mrs. Anne Archbold of Washington conducted her second scientific expedition into the South Seas. For this she used her palatial vessel, the Cheng Ho. This vessel, 98 ft. long and 24 ft. wide, was built of teak and camphor woods in Hong Kong in imitation of a famous Chinese junk used in the 15th Century in the salt trade. Unlike the original junk, this modern vessel had two 110 horse-power diesel engines and all modern conveniences. It is said to have cost \$100,000 to build.

Mrs. Archbold invited as guests for the expedition a Registered Trained Nurse and a number of scientists, one being the American botanist Otto Degener author of several books about the South Seas. Instead of visiting many different islands of the Pacific touched on by the Expedition, Dr. Degener concentrated for eight months on the study of Fijian plants and native customs, largely at his own expense.

Degener not only discovered in Fiji many plants new to Science, including a new Family of Tree Buttercups now bearing his name. He also learned from some old men, who had been cannibals in their youth, ethnological facts of importance. After several years of study, he and various specialists at the Smithsonian and elsewhere published the results of his researches and collecting. This was gratifying to Mrs. Archbold, sponsor of the Expedition and owner of the Cheng Ho.

War declared, Mrs. Archbold turned the Cheng Ho over to the U.S. Navy. The vessel was used in Pearl Harbor as a Weather Station. War ended in 1945, she was returned to Mrs. Archbold who then sold her rights in her Dec. 3, 1946, to Dr. Degener, then residing in New York. He soon proceeded to Honolulu to take possession of his vessel.

Degener and a number of associates in Honolulu, mainly American citizens, founded the Cheng Ho Trading & Exploring Company, incorporating in July 1947 in Honolulu, U.S.A. One of these men was the persuasive Capt. Eric deBisschop, former French Consul in Hawaii and at that time already subject to deportation from the U.S., as an undesirable alien. That deBisschop had a criminal record in France and was not what he represented himself to be was at that time unknown to his associates. Degener July 7, 1947, sold his vessel Cheng Ho, then appraised at \$75,000, to the Company for shares on condition that he own the option to repurchase his vessel for \$15,000 five years later. This contract, after deBisschop's unsavory reputation became known, was for the sake of safety registered Aug. 16, 1948, by the Registry of Conveyances for the Territory of Hawaii in Book 2156, pages 247-249. It expressly states: "The CHENG HO shall be transferred and delivered to the said OTTO DEGENER in event such option is exercised, together with her engines, machinery, masts, boats, anchors, cables, tackle, furniture and all other necessities thereunto appertaining and belonging on board and free of all liens, claims, taxes and incumbrances of any nature whatsoever."

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Degener, disgusted with conditions and knowing his option contract would enable him to start a new company without the swindler deBisschop in July 1952, sold his shares. Other stockholders sold theirs or threw them away as worthless after the Federal Court had reappraised them from their original par value of \$100 to but one dollar. DeBisschop, leaving promissory notes of about \$3,000 (endorsed by his Hawaiian mother-in-law) to Degener and associates, was finally allowed to sail back with the Cheng Ho to Tahiti, a second time under threat of deportation, as an undesirable alien.

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Meanwhile, while Degener was waiting for permission to visit Tahiti, he and his lawyer in Honolulu had given deBisschop notice of the desire to repossess the Cheng Ho July 1952 according to contract. Oscar Nordman, shiphandler of Tahiti, then wrote Degener about Cheng Ho developments, dated Papeete, Tahiti, June 12, 1952, the following: "At a meeting held in the office of Governor Petitbon this morning (11th of June 1952) between the official of the French Government and deBisschop's agent, Monsieur Gallois, the following favorable conclusions were reached." According to a letter from Marcel Lejeune, "Notaire," same place and date, we learn:

"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 affréteur du bateau." From the same letter of M. Lejeune we learn that deBisschop at the time of the meeting was away in the Austral Islands. Whether Governor Petitbon was present at this meeting of his Cabinet I do not know. We do know, however, that the Notary Lejeune was present when the 1.) Customs Chief, the 2.) Chief of Political & Administrative Affairs, the 3.) Harbor Master and 4.) Governor Petitbon's Privy Councillor GALLOIS (who also represented ex-Consul deBisschop and was charterer of the Cheng Ho for lucrative interisland trade), unanimously or not I do not know, concocted the following confiscatory and shameful conditions to trick Degener gracefully of the Cheng Ho after he had prevented (through his protests to the honest officials in Paris) the departure and ex-Consul deBisschop from stealing his vessel by more direct means. Please note, the Governor and his Cabinet in no way question the validity of Degener's contract because they know it to be legal. Yet here are the shameful conditions DRAWN UP BY FRENCH GOVERNMENT OFFICIALS DURING THE ABSENCE OF DEBISSCHOP on a distant island. Had Degener signed, he would have received practically NOTHING for the very nice sum of U.S. \$15,000.

"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 Lejeune, 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.

- - - - - The Government recognizes the transfer to the french flag legal and the vessel will so remain. - - - - -."

There is no agreement anywhere in the contract that Dr. Degener was to deposit \$15,000 as guarantee of good faith in any special bank. As Indo China was already at that time in the throes of Civil War, he refused to deposit this sum in the Bank of Indo China, but instead left a deposit of twice the amount at commercial bankers in New York City, sending proof of his action to the French Ambassador in Washington. Degener was thus fully prepared to honor his agreement, while deBisschop and his cronies in the French Government in Tahiti was guilty of breach of contract on several counts:

1. They retained the American vessel Cheng Ho fraudulently under the French flag, certainly an incumbrance to an American citizen.

2. They require Degener to form a new trading company around the Cheng Ho, and to surrender 51% of the shares or interest of this company to a Frenchman. This not only robs Degener of more than half the vessel but all control of her. This subjects him to incumbrances contrary to contract and to confiscation of property. This particular Frenchman, Mr. Nordman, by the way, may be a very nice person and all that BUT he spent two years in jail because of some insurance swindle involving the sinking of some vessel. Is he a good partner to have with 51% of stock?

3. More and more evidence has accumulated that the once valuable Cheng Ho has greatly deteriorated and never can be reconditioned to anything near the state required by contract. DeBisschop had not only damaged her by \$15,000 during the first eight months of his stewardship of the vessel illegally as his property under the French flag. Since that time he has ripped out the teak and camphor wood cabins, sold or given away valuable equipment, allowed her to run aground upon the coral reef, and neglected timely drydocking to prevent shipworm damage.

In summary, this is not a controversy between a private citizen of the United States and a private citizen of France. It is a controversy between a private citizen of the United States and a band of rapacious French Government Officials in Tahiti with a former French Consul as ringleader. Temporarily restrained from outright stealing the Cheng Ho, by this time almost a derelict due to their mismanagement, pilfering and vandalism, some or all these men are hereby trying to palm off less than half the vessel some of them ruined (and with no control of her by Degener as a Frenchman with a 2 year prison record is to own 51% of the stock) on Degener for \$15,000! As the Cheng Ho was appraised at \$75,000 when Degener turned her over to deBisschop and associates, and as the option price for her repossession was to be \$15,000, Degener now demands \$60,000 damages, as of July 7, 1952, with interest, for the loss of the Cheng Ho from the French Government. Also, he and associates seek the sum of \$3,000 deBisschop long owes them with interest, and whose collecting has been sabotaged by French Officials.

In answer to this claim, for approximately \$63,000 against the French Government, the "Ministere de la France d'Outre-Mer," under date of March

13, 1953, seems to think that now that Degener has been granted a belated visa for Tahiti, the Cheng Ho swindle has ended so far as the French Government is concerned. For example, he states:

"En ce qui concerne les conflits qui l'opposent, en Océanie, à M. de BISSCHOP 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."

This is a smoke screen. Why should I, an American, want to do business in French waters? I don't. The French Government wants to disown responsibility for the Cheng Ho scandal. How can it do so when every stage of the swindle involves - innocently or otherwise - French Government Officials: Consuls, Governors, Cabinet Officers and Privy Councillors? The easiest way, obviously, is to induce Degener to bring suit against the Frenchman deBisschop in Papeete Courts or "tribunaux" whose officials know that the American must lose the case so that the French Government can be "white washed" of all blame. Degener, having had bitter experience with the Tahiti lawyer Hoppenstedt and others, does not intend to fall into this trap.

Degener, an American citizen and Tax Payer, hereby protests the payment by the U.S. Congress of any more funds to France until she has settled the Cheng Ho claim. Moreover, he suspects that if Officials of Tahiti are permitted by the present Government in Paris to swindle one American, Officials in neighboring Indo China and elsewhere will have the audacity to swindle Americans in general. How much of the American Tax Payers' money given to France is really used for what it is given, and how much simply feathers the nests of corrupt French Officials? Congress should seriously review the entire situation and decide whether some other nation besides France is not the more deserving of U.S. aid.

Deputy Bernard, Senator Ray, Deputy Rignoux, Billel,
 Boissac, Bourgeois, Barraclough, Deputy Mme Pomas-Chapuis,
 Monnier, P. Bannier (Director of Affairs Politiques, 27 Rue Audinot,
 Paris 7), Deputy Raymond-Laurant, Deputy Anthoine, M. Max de
 Montalembert, Grand Consul, 740 Taylor St. San Francisco, M. Le Ministre
 des Affaires Etrangères (Direction des Affaires Economiques & Financières, Paris),
 Deputy Jean Dupat, Deputy Barbier, Senator H. Alexander Smith,
 Senator Bourke B. Hickman, Deputy Bardoux, Deputy de Bardoux, Deputy
 d'Asson, Senator Alexander Wiley, Tony Revillon, Deputy Béguet,
 Deputy Cassagne, Counselor Chabaud, Counselor Labadie, Jean-Paul Davis
 Senator Charles W. Toney, Deputy Segault, Delbos, Delcos, Derivat, Desarmaillet,
Ducos, Ducroix, Senator Hendrickson, Yves, Deputy Fabre, Faggiavelli, Mazier,
Metayer, Dumas, Impras, Senator John E. Kennedy, Deputy Guchene, Clain,
Gabelle, Gau, Gassot, Senator Herbert Kethum, Deputy Gasset, Grimai,
 Senator Dvorshals, Deputy Halbaut, Hurlin, Hutiel, Desgrées, Kodrig,
 Coulon Glandin, Senator Saltonstall, Deputy Caillet, Godin, Fouchet,
Durbet, Diehlhelm, Catroux, Mallirant, Badie, Deputy Baylet, Féni,
Bacquin, Senator Wistar Hill, Deputy Krieger, Lebon, Lefranc, Kiehn, Senator
Hayden, Deputy Bessac, Pichellier, Pelland, Rousselot, Planteron, Touillan,
Tracy, Pluchet, French Ambassador of Switzerland, Deputy Raffarin,
 Ramarony, Senator Hugh Butler, Joseph Gabriel, Vassor, Guerville,
 P. Raynaud, Teitgen, Martinaud, Deputy P. Ribeyre, Vigier, Senator
J.M. Butler, Wally, Viatte, Villard, Senator Spartakhan, Deputy
Wasmer, Masson, Bimot, Mendes-France, Senator Goldwater,
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de Pierrebourg, Ramonet, Saint-Gyr, Sauvies, Suait, Arnaud, Anton,
Jahoret, de Jélice, Eclair, Sauve, Gaillard, Gardmy, Gaurion, deffuelle,
Gelliot, Garnier, Giraud, Trugier, Gaubert, Dauvette, Desgranges,
Dassault, Ferri, Jolvan, Dronne, Delgrais, Fredric, Deboant,
Guthmiller, Couin, And, Georges, Grasseau, Camus, Coloret,
Horriot, Jules, Julien, Notébard, Silvandre, Mallet, Mont, Wag,
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Coffin, Briffon, Dejoux, Mme Dejeux, Delion, Béchar, Arnat, Diallo,
Doutallot, Contant, David, Melinet, Hubert, Le Coustaller, Guittou, Jozard,
Marcelle Cartier, Charlot, Ambassadors in Yugoslavia, Kapic, Recht, Dejean,
Le Figaro, Dravny, Wari, Le Bail, Heimhardt, Harrial, Gazier, de Montgolfier,
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Meanwhile, while Degener was waiting for permission to visit Tahiti, he and his lawyer in Honolulu had given deBisschop notice of the desire to repossess the Cheng Ho July 1952 according to contract. Oscar Nordman, shiphandler of Tahiti, then wrote Degener about Cheng Ho developments, dated Papeete, Tahiti, June 12, 1952, the following: "At a meeting held in the office of Governor Petitbon this morning (11th of June 1952) between the official of the French Government and deBisschop's agent, Monsieur Gallois, the following favorable conclusions were reached." According to a letter from Marcel Lejeune, "Notaire," same place and date, we learn:

"Pour avoir une connaissance plus complète de cette affaire, j'ai vu Monsieur le Gouverneur Petitbon qui a bien voulu ce matin réunir a 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." From the same letter of M. Lejeune we learn that deBisschop at the time of the meeting was away in the Austral Islands. Whether Governor Petitbon was present at this meeting of his Cabinet I do not know. We do know, however, that the Notary Lejeune was present when the 1.) Customs Chief, the 2.) Chief of Political & Administrative Affairs, the 3.) Harbor Master and 4.) Governor Petitbon's Privy Councilor GALLOIS (who also represented ex-Consul deBisschop and was charterer of the Cheng Ho for interisland trade), concoted, unanimously or not I do not know, the following confiscatory and shameful conditions to trick Degener gracefully of the Cheng Ho after he had prevented (through his protests to the honest officials in Paris) the deporté and ex-Consul deBisschop from stealing his vessel by more direct means. Please note, the Governor and his Cabinet in no way question the validity of Degener's contract because they know it to be legal. Yet here are the shameful conditions DRAWN UP BY FRENCH GOVERNMENT OFFICIALS DURING THE ABSENCE OF DEBISSCHOP on a distant island. Had Degener signed, he would have received practically NOTHING for the very nice sum of U.S. \$15,000:

"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 dollars must be deposited in escrow at the Banque de l'Indo-Chine, in care of Maître Lejeune, 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. Otto Degener will hold 49% of the shares or interest and Mr. Otto Degener will hold 49% of such shares or interest.

----- The Government recognizes the transfer to the french flag legal and the vessel will so remain. -----

There is no agreement anywhere in the contract that Dr. Degener was to deposit \$15,000 as guarantee of good faith in any special bank. As Indo China was already at that time in the throes of Civil War, he refused to deposit this sum in the Bank of Indo China, but instead left a deposit of twice this sum at commercial bankers in New York City, sending proof of his action to the French Ambassador in Washington. Degener was thus fully prepared to honor his agreement, while deBisschop and his cronies in the French Government in Tahiti were guilty of breach of contract on several counts:

1. They retained the American vessel Cheng Ho fraudulently under the French flag, certainly an incumbrance to an American citizen.

2. They require Degener to form a new trading company around the Cheng Ho, and to surrender 51% of the shares or interest of this company to a Frenchman. This not only robs Degener of more than half the vessel but all control of her. This subjects him to incumbrances contrary to contract and to confiscation of property. This particular Frenchman, Mr. Nordman, by the way, may be a very nice person and all that BUT (according to Pacific Islands Monthly) he spent two years in jail because of some insurance swindle involving the sinking of a vessel. Is he a good partner to have with 51% of stock?

3. More and more evidence has accumulated that the once valuable Cheng Ho has greatly deteriorated and never can be reconditioned to anything near the state required by contract. DeBisschop had not only damaged her by \$15,000 during the first eight months of his stewardship of the vessel illegally as his property under the French flag. Since that time he has ripped out the teak and camphor wood cabins, sold or given away valuable equipment, allowed her to run aground upon the coral reef, and neglected timely drydocking to prevent shipworm damage.

In summary, this is not a controversy between a private citizen of the United States and a private citizen of France. It is a controversy between a private citizen of the United States and a band of rapacious French Government Officials in Tahiti with a former French Consul as ringleader. Temporarily restrained from outright stealing the Cheng Ho, by this time almost a derelict due to their mismanagement, pilfering and vandalism, some or all these men are hereby trying to palm off less than half the vessel some of them ruined (and with no control of her by Degener as a Frenchman with a two year prison record is to own 51% of the stock) on Degener for \$15,000! As the Cheng Ho was appraised at \$75,000 when Degener turned her over to deBisschop and associates, and as the option price for her repossession was to be \$15,000, Degener now demands \$60,000 damages, as of July 7, 1952, for the loss of the Cheng Ho from the French Government. Also, he and associates seek the sum of \$3,000 deBisschop long owes them with interest, and whose collecting has been sabotaged by French Officials.

In answer to this claim for \$63,000 against the French Government, the *Ministère de la France d'Outre-Mer*, under date of March 13, 1953, seems to think that now that Degener has been granted a belated visa for Tahiti, the Cheng Ho swindle has ended so far as the French Government is concerned. For example, he states:

"en ce qui concerne les conflits qui l'opposent, en Océanie, à M. deBISSCHOP 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 Pa-

peete et auquel bien entendu, l'Administration ne peut que rester étrangère."

This is a smoke screen. Why should I, an American, want to do business in French waters? I don't. The French Government wants to disown responsibility for the Cheng Ho scandal. How can it do so when every stage of the swindle involves - innocently or otherwise - French Government Officials: Consuls, Governors, Cabinet Officers and Privy Councillors? The easiest way, obviously, is to induce Degener to bring suit against the Frenchman deBisschop in Papeete Courts or "tribunaux" whose officials know that the American must lose the case so that the French Government can be "white washed" of all blame. Degener, having had bitter experience with the Tahiti lawyer Hoppenstedt and others, does not intend to fall into this trap.

Degener, an American Citizen and Tax Payer, hereby protests the payment by the U.S. Congress of any more funds to France until she has had the decency to settle the Cheng Ho claim. Moreover, he suspects that if Officials of Tahiti are permitted by the present Government in Paris to swindle one American, Officials in neighboring Indo China and elsewhere will have the audacity to swindle Americans in general. How much of the American Tax Payers' money given to France is used for what it is given, and how much simply feathers the nests of corrupt French Officials? The U.S. Congress should seriously review the entire situation.

Yours respectfully,

E. C. H. Degener

Der Cheng Ho Schwindel

In 1940-41 Mrs. Anne Archbold of Washington conducted her second scientific expedition into the South Seas. For this she used her palatial vessel, the Cheng Ho. This vessel, about 98 feet long and of teak and cam

phor woods, was built in Hong-Kong in imitation of a famous Chinese junk used in the Fifteenth Century for the salt trade. Of course, unlike the two 110 horse-power diesel engines, and original junk, this modern vessel had all modern conveniences. It is said to have cost the American owner 100,000 dollars to build.

Mrs. Archbold invited as her guests for the expedition a Registered Nurse and a number of scientists. One of these was the botanist Otto

Degener, author of several books about Hawaii. Instead of visiting many of the different islands of the Pacific touched on by the Expedition, Dr. Degener concentrated for eight months on the study of Fijian plants and native customs, largely at his own expense.

The Fiji Islands, near the centre of the Pacific Ocean, were originally peopled by the ^{dark-colored} Melanesians. These have kinky, negroid hair. Later a fairer Polynesians from Tonga, ~~XXXX~~ people with wavy hair, drifted to the islands, threatening to conquer them. King Thakombau and his chiefs of Fiji, fearing to lose their lands to the powerful warrior Meafu of Tonga, were not quite sure whether to cede their islands to America, or to England for protection. Oct. 10, 1874, after the chiefs had seen a bronze bust of Queen Victoria and therefore thought her a colored lady, they chose England.

Dr. Degener not only found many plants new to science, including a new Family of Tree Buttercups. He also learned from some old men, who had been cannibals in their youth, such interesting facts as that white men do not taste as good as Fijians because their flesh is too salty and has the unpleasant flavor of nicotine. After several years of study and various specialists, he published the results of his researches and his collections. This was gratifying to Mrs. Archbold, sponsor of the expedition.

With the coming of War, Mrs. Archbold sold the Cheng Ho to the United

States Navy. It was used in Pearl Harbor, Hawaii, as a weather station.
-~~for~~ With war ended, the vessel was returned to Mrs. Archbold who then sold
her rights in her on December 3, 1946, to Dr. Degener, ~~who was~~ then re-
siding in New York City. He then proceeded to Honolulu, taking possession
of the vessel two months later. *mainly by American citizens,*
Dr. Degener and a number of associates in Honolulu founded the Cheng
Ho Exploring & Trading Company, incorporating in July 1947 in Honolulu,
Hawaii, U.S.A. One of these men was the persuasive Captain Eric deBisscho-
p, former French Consul for Hawaii and at that time already subject to
deportation from America as an undesirable alien by the U. S. Government.
-~~That~~ That deBisschop was not what he represented himself to be was unknown to
his associates. Dr. Degener July 7, 1947 sold his vessel Cheng Ho, then
appraised at 75,000 dollars, to the Company for shares on condition that
he ~~own~~ the option to repurchase his vessel for 15,000 dollars five years
later. This contract, registered August 16, 1948, by the Registry of Con-
veyances for the Territory of Hawaii in Book 2156, pages 247-249, express-
ly states: "The CHENG-HO shall be transferred and delivered to the said
OTTO DEGENER in event such option is exercised, together with her engines,
machinery, masts, boats, anchors, cables, tackle, furniture and all other
necessaries thereunto appertaining and belonging on board and free of all
liens, claims, taxes and incumbrances of any nature whatsoever."

The Cheng Ho was then loaded with a general cargo of goods such as
shoes, sugar, ~~buttle~~ guns, refrigerators and, flying the American flag, was
sent to Papeete the latter part of 1947 with the Frenchman as Captain
and a crew of six, *deBisschop* *The Captain* *1* *300* mainly share holders. *The Cheng Ho* She was to dispose of her cargo
in Tahiti and with the profits purchase French goods. *She* was to be back
in Honolulu with them in about six weeks, in time for the Christmas trade.
-~~Instead of returning in six weeks,~~ Instead of returning in six weeks, Captain deBisschop with the Cheng Ho
limped into ~~the~~ the home port of Honolulu penniless and with *only* a cargo of
two tons of vanilla beans, then a drug on the market. He had squandered
the resources of the Company on "wine, women, and song" and had even
sold equipment of the vessel to pay off ~~some of his~~ debts. *The vessel was*
revalued and now due to the Captain's recklessness and mismanagement
was valued at only \$60,000, a loss of
Degener and other stockholders immediately hailed the ex-Consul into
injured *\$15,000 in eight months!*

Das schiff wurde erneut geschätzt und es stellte sich heraus, dass es innerhalb der kurzen Zeit von acht Monaten durch schlechte Behandlung an noch ein Wert von 60.000 dollar hat. Vor dem Seegericht zur Verantwortung gezogen, verlor deB. den Prozess gegen mich und die übrigen Interessenten. Daraus stellte es sich heraus, dass deB. die Cheng Ho "in the Office of the Governor of Tahiti" als Eigentum registrieren lies und unter die Fr. Flagge gestellt hatte. Eine Betrügerin, zu dem die Fr. Kolonial behörden ihre Mitthilfe nicht versagt hatten.

Um mit dem Schwindler nichts mehr zu tun haben zu müssen, verkaufte ich meine Aktien und warte die restlichen vier Jahre ab um das Schiff dann laut Vertrag zurück zu nehmen und eine neue Kompanie zu gründen. In den vier Jahren passierte nichts, nicht einmal die Schulden von 3.000 dollar die deB. mir und anderen schuldete wurden zurück bezahlt, nicht einmal eine Zinszahlung wurde geleistet. Ich versuchte daraufhin deB. mit Hilfe eines fr. Anwaltes, M. H. Hoppenstedt, am Gerichtshof in Tahiti auf ruckgabe der 3.000 dollar mit Zinsen zu verklagen. Der fr. Anwalt kassierte nur 150 dollar von mir und unternahm nichts. Um diese Angelegenheit endlich zu regeln, beschloss ich selbst nach Tahiti zu gehen, die 3.000 dollar einzufordern und gleichzeitig das Schiff laut Kontrakt, im juli 1952 zurück zu nehmen gegen Zahlung der vereinbarten Summe. Ich beantragte die visas für New Caledonien, worüber man fährt wenn man nach Tahiti will, und Tahiti, auch French Oceania genannt, beim fr. Konsul in San Francisco. Der antwortete mir am Nov 12, 1951 folgendes: - - - - -

daraus geht eindeutig hervor, dass die gouverneure der einzelnen Inselgruppen selbst bestimmen wer ein Visum erhalten kann und wer nicht. Am 1 Februar 1951 erhielt ich folgenden Brief von Im marz dann

Der Gouverneur von N. Cal. wo ich keinerlei Eigentumsansprüche geltend machen wollte, gab mir ohne weiteres Einreise erlaubnis. Der Gouverneur von Tahiti lehnte sie ab, dieses zeigt offen dass er verhindern wollte, dass ich meine Rechte auf mein Eigentum welches in Tahiti unrechtmasig festgehalten wird, geltend machen konnte. Die Schiff wurde ja, wie oben festgehalten wird, im Bureau des gov. falschlich

Als regelmässiger Leser ihrer Zeitschrift, mochte ich anfragen, ob sie Interesse daran haben, beiliegende Mitteilung über ein kürzlich von den Franzosen verübtes piratenstück in der Südsee der Öffentlichkeit zugänglich machen wollen. X XX

Ich bin amerikanischer burger, von beruf botaniker und habe nach einer Teilnahme ~~an~~ an einer Fidschi Exped. 1940-41 die unter der Leitung der Frau Anne Archbold von Washington stand und auf ihrem Schiff Cheng Ho einem nach altchinesischen Muster erbauten Segelschiff unternommen wurde die Cheng Ho von Frau Archbold erworben in December 1946. Das Schiff kostete einen Wert von 75,000 dollar ~~das~~ 1947 habe ich dann in Honolulu, Hawaii, U. S. A., eine Handelskompanie Cheng Ho Exploring & Trading Company ~~mit mehreren interessenten~~ gegründet. Einer der Aktionäre ~~hater~~ war der ehemalige französische Consul Eric deBischop. Ohne Kenntnis davon zu haben, dass E. deBischop als unerwünschter Ausländer deportiert werden sollte und nur noch auf ein fr. Schiff zu warten hatte, liess ihn in irgendeinen fr. Hafen absetzen sollte, wurde er als Kapitän ~~vom~~ ^{gewählt} übrigen actioneeren gewählt.

Am 7 July 1974 ~~gab~~ ^{übernahm} ich das Schiff der Kompanie für ~~action~~ ^{25,000 dollar} mit der bedingung dass ich es fünf Jahre später für 15,000 dollar zurück erwerben kann. Dieser vertrag wurde ----- registriert

Darin stand -----

^(also stand)
Dass Schiff ~~unter~~ ¹⁹⁴⁷ unter der amerikanischen flagge und gehörte einer ameri. Kompanie. deBischop wurde ~~dann~~ ¹⁹⁴⁷ ~~1947~~ ¹⁹⁴⁷ beauftragt eine Ladung Waren nach Papeete, Tahiti, fr. Kolonialgebiet zu bringen. Er sollte die Ladung dort verkaufen ~~und~~ ^{mit dem Erlös} mit dem Erlös fr. Waren ankaufen und innerhalb von sechs Wochen ~~dieser~~ ^{he} ~~erledigen~~ und in Honolulu zurück sein. Anstatt die ~~reisungen~~ ^{Ver} zu folgen, verkaufte er die Ladung, behielt das Geld unrechtmässig für private Ausgaben zurück, verkaufte sogar Teile des Schiffes um private schulden zu decken und kehrte erst nach acht Monaten mit 2 Tonnen schwer verkauflichen vanilliebohnen nach Hon. zurück. Er kam hauptsächlich nur um ~~maschinen~~ ^{Teile} zu besorgen die es nur in der U.S.A. gab.

als ² Französisches registriert und ³ als Eigentümer anerkannt.

Ich habe daraufhin bei den zuständigen ¹ Begeordneten in Washington u. Paris Beschwerde eingelegt mit der Wirkung, dass der Ministre de la France d'Outre-Mer im Aug. 14, 1952, die ² Einreise nach Tahiti gestattete. Die Gründe der anfänglichen Weigerung zur Einreise wurden mir um so klarer als ich erfuhr, dass ³ deB. das Schiff an M. Gallois, ein Mitglied des Gouverneur's Privy Council verpachtet hatte. Während ich noch auf mein Visum wartete schrieb mir Oscar Nordman, ein Schiffsmarkler aus Papeete, Tahiti, am 12 Juni 1952

Die Summe in einer Bank in Indo China zu hinterlegen, welches schon damals schon im Bürgerkrieg war, lehnte ich ab und wies nach dass das Geld auf einer New Yorker Bank bereit lag. Während ich also im Stande war den Vertrag ¹ zu erfüllen, hatte ² deB. und seine Freunde im Gouvernement bereits gebrochen, nämlich erstens

- 1- Ein amerikanisches Schiff illegal unter die fr. Fahne genommen, ³ durch
- 2- Das Verlangen, dass bei einer neuen Kompanie 51% der Anteile einem ⁴ Franken gehören ⁵ müsse. Das bedeutet dass die Verfügungsrechte über mein Schiff verlieren wurde ⁶ und mehr als halb mein Eigentum, ein Schiff
- 3- Das Schiff ⁷ war laut vieler Nachrichten so demoliert und verdorben worden, dass es nie wieder den Wert darstellen konnte, der im Vertrag vereinbart war.

Aus diesen Gründen war das ⁸ endliche erteilte Visum für mich ⁹ verloren geworden weil die neuen Forderungen der fr. Regierung praktisch mein ¹⁰ eigenes Vernehmlich alten. ¹¹ unzufrieden waren

¹² XX Es handelt sich also nicht ¹³ mehr um einen ¹⁴ Privat Prozess gegen einen einzelnen ¹⁵ Schwindler, sondern ein amerikanischer Steuerzahler wird gezwungen seine Rechte gegen über der fr. Regierung die diesen Schwindler deckt zu behaupten. Es ist unfassbar dass in dieser schweren Zeit, wo Frankreich laufend ¹⁶ Biträge um Kredit ¹⁷ XXX in Washington ¹⁸ XXX unternimmt und eigentlich an einen guten einvernehmen interessiert sein müsste, solche Vorkommnisse in seinen "Colonien" duldet, ja, sogar weitgehend unterstützt. Dies zeigt weiterhin dass Frankreich anscheinend nicht im Stande ist ¹⁹ Korruption in seinen Kolonien zu unterbinden.

Antwort auf ^{1/2} Protesten teilte der ministerde France d'outre mer
am 13. März 1963, mit dass für ihn mit der ^{1/2} Visum Angelegenheit der Fall
beendet sei und der ^{1/2} gerichtshof in Tahiti zuständig sei. Dort aber be-
steht, wie oben erwähnt, keine ^{1/2} Möglichkeit einen prozess gerecht durch-
zuführen weil die fr. Regierung an einem gerechten ^{1/2} Ausgang keinen
Wert legt und ihre ^{1/2} korrupten angestellten - so ^{1/2} XXXX decken will. ^{1/2} ~~so~~ ver-
sucht eine Regierungstelle der anderen die Angelegenheit zuzuschieben,
um die Verantwortung für diese unfaire ~~verhandlungsweise~~ nicht tragen zu
müssen.

Ich halte es für richtig dass ein solcher schwindel als beispiel dem
deutschen publikum bekannt werden sollte. Es soll erfahren, mit welchen
mitteln die fr. regierung sich auch anderen landern vorgeht, von deren
geldern sie abhängig ist.

Ich bitte sie hofflichst mir mit zu teilen, ob sie ~~in der lage sind~~
diese skandalgeschichte in ihrer zeitschrift zu veröffentlichen. ^{1/2} Wenn
nicht, so wäre es sehr freundlich von ihnen wenn sie mir eine ^{1/2} zeitung
vor-schlagen ^{1/2} an die ich mich ^{1/2} wenden kann.

Hochachtungsvoll /

Herrn Dr. Kapitain Otto Degener
Per Frau Kapitainin Isa Degener

Falken b. Tittsee,
Baden, Germany, French Zone.

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I wish to inform you that your visa for New Caledonia has been granted for one year.

I have not yet received the Governor's decision regarding your visa application for French Oceania and I will let you know as soon as I receive it.

Truly yours"

Just a month later, namely on March 1, the Consul wrote Dr. Degener the following letter:

"Dear Sir:

1000 0030 I regret to inform you that your visa for Tahiti has not been granted. I am in possession of your money-order - - - - -.

Truly yours"

It is rather significant that in New Caledonia where Degener owns no assets whatever, he is welcome to stay an entire year. But in Tahiti where ex-Consul deBisschop owes Degener and associates a debt of over 3,000 dollars, where he fraudulently registered Degener's former 75,000 dollar Cheng Ho under the French flag as his own property "in the Office of the Governor of Tahiti," there the Governor refuses Degener a visa!

[illegible]

"J'ai l'honneur de vous faire connaître que je viens d'être informé par M. le Gouverneur des Etablissements Français de l'Océanie, à qui j'avais demandé des précisions sur les faits relatés par M. DEGENER, qu'un visa d'entrée à Tahiti, valable trois mois a été accordé à l'intéressé. Celui-ci a déjà été avisé de la mesure prise à son égard."

Thus His Excellency, the Governor of Tahiti, sabotaged Degener's attempt to reach Tahiti in July, the time he wished personally to take over his vessel according to contract from ex-Consul deBisschop who, we know, had chartered her to M. Gallois, a member of the Governor's Privy Council.

While Degener was waiting for permission to visit Tahiti, permission that was not to arrive until August, ^{as the French letter above shows} he and his lawyer in Honolulu had given ex-Consul deBisschop notice of the desire to take back the Cheng Ho according to contract July 1952. Oscar Nordman, well-known shiphandler

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Territorial and Federal Courts, demanding an accounting, payment of back wages to two members of the crew, and other debts. That the French ex-Consul lost every case, is not important, What is important is that both Courts established that he had fraudulently registered the Cheng Ho under the French flag as his own property "in the Office of the Governor of Tahiti."

Degener, disgusted with conditions and knowing his option contract would enable him to start a new company without the swindler deBisschop as shareholder in July 1952, sold his shares. Other stockholders sold ~~from~~ ^{from} a par value of 100 dollars each, the Court had appraised them theirs or threw them away as worthless. DeBisschop, leaving promissory notes of about 3,000 dollars to Degener and associates, was finally allowed to sail back to Tahiti, a second time under threat of deportation as an undesirable alien.

Nothing much happened for a number of years, not even payment of interest on the 3,000 dollars debt. In order to collect the now delinquent debt, Degener's attorney in Honolulu paid a ^{Tahiti} ~~Papeete~~ attorney 150 dollars to translate legal papers dealing with the suit from English into French, and to represent the Americans in the Papeete Court. ~~XXXXXXXXXXXXXXXXXXXX~~ ~~XXXXXX~~ The French attorney, pocketing the money, did nothing. Degener then decided to leave Honolulu for Papeete to see ^{personally} ~~about~~ collecting the debt owing him and friends, and to arrange for the return of his Cheng Ho in July 1952 according to contract.

To go to Tahiti, it is best to travel via New Caledonia, obviously an interesting land. Degener consequently wrote to the French Consulate in San Francisco for visas for New Caledonia and Tahiti. ^{the letter was called French Oceania.} On December 11, 1951, he received the following reply from "The Consul General of France:"

"Dear Sir:

With reference to your letter of Nov. 23, please find enclosed 4 application forms (2 per country: French Oceania and New Caledonia), to be filled out in French and returned to me together with 4 photographs. Those application forms will then be sent to the Governors for decision. Time usually required for the visas to be granted is about one and a half months.

Yours truly," ^{it is plain}
From the above, we are given to understand that the Governor of each area decides who may visit their special area.

February 1, 1952, the following letter was mailed Dr. Degener by the Consul in San Francisco:

of Tahiti, then wrote under date of June 12, 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 deBisschop'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.S. 15,000 dollars must be deposited in escrow at the Banque de l'Indo-Chine, in care of Maître Lejeune, 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.

----- XXXXXXXXXX The Government recognizes the transfer to the french flag legal and the vessel will so remain. - - - -

There is no agreement anywhere in the contract that Dr. Degener was to deposit 15,000 dollars as guarantee of good faith in any special bank.

As Indo-China was already at that time in the throes of Civil War, he re-

refused to deposit this sum in the Bank of Indo China, but instead he left

a deposit of twice the amount at commercial bankers in New York City,

sending proof of his action to the French Ambassador in Washington.

Degener was prepared to honor his agreement, while deBisschop and his cronies in the French Government in Tahiti were guilty of breach of contract on numerous counts:

1. They retained the American vessel Cheng Ho fraudulently under the French flag, certainly an incumbrance to an American citizen.

2. They required Degener to form a new trading company around the Cheng Ho, and to surrender 51% of the shares of this company to a Frenchman!

This not only deprives Degener of more than half the vessel but all control. If this is not an "incumbrance" as well as ~~XXXXXX~~ ^{confiscation} ~~valuable~~, what is?

3. More and more evidence accumulated that the once ~~XXXXXX~~ ^{valuable} Cheng Ho had greatly deteriorated and never could be reconitioned to the state required by the contract. DeBisschop had not only damaged her by 15,000 dollars during the first eight months of his stewardship of the vessel. Since that time he had ripped out teak and camphor wood cabins, sold or

given away equipment, allowed her to run aground upon the coral reef, and neglected to have her drydocked to prevent shipworm injury.

In summary, past and present French Government Officials expected to sell ownership of less than half the Cheng Ho, now almost a derelict, to Dr. Degener for 15,000 dollars. This is not a controversy between ~~XXX~~ a private citizen of ~~AMERICAN~~ the United States and a private citizen of France. It is obviously a controversy between a private citizen of the United States and a group of unscrupulous petty French Officials in Tahiti ~~with a former French Consul as ringleader.~~

As the Cheng Ho was appraised at 75,000 dollars when Dr. Degener turned her over to deBisschop and his associates, and as the option price for her repurchase was to be 15,000 dollars, Dr. Degener now demands 60,000 damages for the loss of the Cheng Ho from the French Government.

Also, he and his associates seek the sum of 3,000 deBisschop long owes them.

In answer to protests about the Cheng Ho swindle in Tahiti the "Ministère de la France d'Outre-Mer", under date of March 13, 1953, seems to think that now that Degener has been granted a visa for Tahiti the case has ended so far as the Ministry is concerned. Further, he states: "En ce qui concerne les conflits qui l'opposent, en Océanie, à M. deBISSCHOP ou à d'autres personnes, pour la propriété ou l'exploitation de la jonque ~~XXXXXX~~ "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."

Naturally the French Government wants to disown responsibility for the Cheng Ho scandal. ~~XXXXXX~~ How can they do so when every stage of the swindle involves past and present French Government Officials, most of them responsible to the Ministère de la France d'Outre-Mer? The easiest way, obviously, is to induce Degener to bring suit against deBisschop in a Papeete Court whose officials know that the American Degener must lose the case so that French Officials can be "white washed" of all blame.

Als regelmässiger Leser Ihrer Zeitschrift möchte ich anfragen, ob Sie Interesse daran haben, beiliegende Mitteilung über ein kürzlich von den Franzosen verübtes Piratenstück in der Südsee der Öffentlichkeit zugänglich machen wollen.

Ich halte es für richtig, dass ein solcher Schwindel als Beispiel dem deutschen Publikum bekannt werden sollte. Es soll erfahren, mit welchem Mitteln die Französische Regierung in Ländern verfährt, von ~~worüber~~ deren Geld sie sogar abhängig ist.

Es handelt sich nicht um einen Privat-Prozess gegen einen einzelnen Schwindler, sondern ein amerikanischer Steuerzahler wird gezwungen, seine Rechte gegenüber der Französischen Regierung, die diesen Schwindler deckt, zu behaupten. Es ist unfassbar, dass in dieser schweren Zeit, wo Frankreich laufend Bittgänge um neue Kredite in Washington unternimmt und eigentlich an einem guten Einvernehmen interessiert sein müsste, solche Verkommenisse in seinen Kolonien duldet, ja, sogar weitgehend unterstützt. Dies zeigt auch, dass Frankreich anscheinend nicht imstande ist Korruption in seinen Kolonien zu unterbinden.

Ich bin amerikanischer Bürger, von Beruf Botaniker und habe nach einer Teilnahme an einer Fidschi - Expedition (1940/41) die unter der Leitung von Mrs. Anne Archbold stand und auf ihrem Schiff "Cheng Ho", einem nach altchinesischem Muster erbauten Segelschiff, unternommen wurde, die Cheng Ho Dez. 1946 von Frau Archbold erworben. 1947 gründete ich in Honolulu Hawaii, U.S.A. mit mehreren Interessenten eine Handelskon-
"Cheng Ho Exploring & Trading Company". Einer der Akti-
äre war der ehemalige französische Consul Eric de Bishop

Ohne Kenntnis davon zu haben, dass E.d.B. als unerwünschter Ausländer deportiert werden sollte und nur noch auf ein französisches Schiff zu warten hatte, dass ihn in irgendeinem französischen Hafen absetzen sollte, wurde er von der Kompanie zum Kapitän gewählt.

Am 7 July 1947 überliess ich das Schiff, das einen Wert von 75 000 Dollar hatte, der Kompanie für Aktien mit der Bedingung, dass ich es fünf Jahre später für 15 000 Dollar zurückerwerben kann. Der Vertrag wurde registriert bei: Registry of Conveyances for the Territory of Hawaii im Buch 2156, Seite 247-249. Darin steht u.a. : The said Cheng Ho shall be transferred and delivered to the said Otto Degener in event such option is exercised, together with her engines, machinery, masts, boats, anchor~~s~~, cables, tackle, furniture and all other necessaries thereunto appertaining and belonging on board and free of all liens, claims, taxes and incumbrances of any nature whatsoever. Das Schiff stand also unter der amerikanischen Flagge und gehörte einer amerikanischen Kompanie.

1947 wurde de Bischopp beauftragt, eine Ladung Waren nach Paapeete, Tahiti, Fr. Kolonialgebiet, zu bringen. Er sollte die Ladung dort verkaufen, mit dem Erlös französische Waren erwerben und innerhalb von 6 Wochen zurück sein. Anstatt die Weisungen zu befolgen, verkaufte er die Ladung, behielt das Geld unrechtmässig für private Ausgaben zurück, verkaufte sogar Teile des Schiffes um private Schulden zu decken und kehrte erst nach 8 Monaten mit 2 Tonnen schwer verkäuflicher V snillebohnen nach Honolulu zurück. Er kam nur um Maschinenteile zu besorgen, die es nur in den U.S.A. gab! Das Schiff wurde erneut geschätzt und es stellte sich heraus, dass es innerhalb der kurzen Zeit von 8 Monaten durch schlechte Behandlung um 15 000 Dollar an Wert verloren hatte. Vor dem Seegericht zur Verantwortung gezogen, verlor d. Bischopp den Prozess gegen mich und die anderen Interessenten. Dabei stellte es sich auch heraus

dass der Bischof die "Cheng He" in the office of the governor of Tahiti als Eigentum registrieren liess und es unter die französische Flagge gestellt hatte. Ein Betrug zu dem die Französischen Kolonialbehörden ihre Mithilfe nicht versagt hatten.

Um mit dem Schwindler nichts mehr zu tun haben zu müssen, verkaufte ich meine Aktien und wartete die restlichen vier Jahre ab, um dann das Schiff laut Vertrag zurück nehmen und eine neue Kompanie gründen zu können. In den vier Jahren passierte nichts, nicht einmal ~~Schulden~~ von 3 000 Dollar die d. Bischof mir und anderen schuldete wurden zurück bezahlt, ~~gar nicht~~ schweige denn Zinsen. Ich versuchte der Bischof mit Hilfe eines französischen Anwaltes. M.H. Hoppenstedt, am Gerichtshof in Tahiti auf Rückgabe der 3000 Dollar mit Zinsen zu verklagen. Der französische Anwalt kassierte jedoch nur 150 Dollar von mir und unternahm nichts.

Um diese Angelegenheit endlich zu regeln beschloss ich selbst nach Tahiti zu gehen, die 3000 D. einzufordern und gleichzeitig das Schiff laut ~~Kontrakt~~ gegen Zahlung der vereinbarten Summe im Juli 1952 zurückzunehmen. Ich beantragte die Visa für Neu Caledonien, worüber man fahren muss, um nach Tahiti zu gelangen, und Tahiti (auch French Oceania genannt), beim französischen Konsul in San Francisco. Der antwortete mir im ^{Aug. 17} Nov. 12. 1951. folgendes:

*Copie to the General Koenig, Minister de
la France, 20 rue de la Paix, Paris.*

24 East 82 Street,
New York, N. Y., U.S.A.
le 3 Aout 1952.

Monsieur:

Remerciements pour votre bonne lettre laquelle j'ai reçu ce matin. Je quittai Hawaii pour être près de Washington où je parviens à intéresser quelques fonctionnaires des Etats Unis et votre Ambassadeur dans l'affaire Cheng Ho. J'ai écrit maintenant au Ministre des Affaires Etrangères en Paris. Je pense par leurs intercessions Monsieur le Gouverneur de Tahiti me donne un visa pour ces îles pour trois mois.

Maintenant aussi je puis employer mon option, entièrement judiciaire, acheter le bateau Cheng Ho si d'abord je signe un document de "confiscation." Une exacte copie photostatique de l'originale est en Paris chez Ambassadeur Américain et une autre en Washington chez Ambassadeur Français.

Aussi, curieusement, d'abord les fonctionnaires du Gouvernement de Tahiti ne permets d'acheter le bateau il était nécessaire pour moi payer M. Gallois, Conseiller Privé du Gouverneur, circa \$10,000 laquelle somme il perd comme affrètement le décembre passe par naufrage. M. Gallois était évidemment en défaut parcequ'il déjà payait la note; Capt. Eric de Bisschop ne le payait pas. Mais maintenant parceque moi, un Américain, veux regagner mon bateau conformément à mon contrat de 7 Juin 1947, il naïvement essayait de me lui payer le \$10,000 il perdrait, employant son captation comme Conseiller Privé! Cette action fortifie mon argument que les fonctionnaires du Gouvernement employent leur autorité spéciale comme fonctionnaires de la Nation pour me dépriver de mes droits. Comme cet effort est clairement injuste, je ne le fais pas attention au document de "confiscation" de Tahiti.

Parceque une petite clique française par les machinations du condamné Eric de Bisschop essayer de me duper en Tahiti n'est pas que je perd ma confiance aux hommes ordinaires de France ou de la Nation. (En passant, mon père est né en Brunswick 1844 et émigre aux Etats Unis circa 1868; son grand-père est P.L.C. Henneberg (1748-1812), le Préfet de Westphalia du Roi Jérôme Bonaparte). Pour appuyer sur cette attitude de bonté, je demand du Chambre de Commerce Française en New York pour une liste des avocats français, non Américains, et choisiss Maître Rodrigue Bertol prendre ma cause. Maître Bertol me dit de se garder de signer le document de "confiscation" de Tahiti. Il, à sa place, écrit le document au-dessous et celui-ci j'ai signer pour Tahiti. L'acceptation labas, je pense, terminerait l'affaire Cheng Ho.

J'écris une lettre comme ça au Département d'Etat au Washington aussi.

"Pardevant Maître Rodrigue Bertol, Avocat, ayant prêté serment devant la Cour d'Appel de Rennes, le 11 Aout 1917 et devant la Cour Suprême de New York, le 11 Avril 1922, Notaire Public, et en son étude sise à New York, No. 165 Broadway.

A comparu: Monsieur le Docteur Otto Degener, Botaniste, demeurant à Moku-leia Beach, Maialua, Oahu, Territoire d'Hawaii. Le comparant ne a Orange, Etat de New Jersey, Etats-Unis d'Amérique, le 13 Mai 1899, étant de nationalité américaine.

Le comparant ayant préalablement exposé que le navire à moteur Cheng Ho, est actuellement sous le pavillon français, mais que cette francisation ayant été accordée par suite de fraude d'un précédent capitaine, il se réserve, mais à la condition que cette stipulation n'annule pas les présentes, de faire annuler la dite francisation, ultérieurement.

Le comparant se réserve aussi la faculté d'habiter et de voyager sur le

dite vapeur.

Le comparant a par ces presentes constitue pour son mandataire special

A qui il donne pouvoir de pour lui et en son nom:

Constituer entre le soussigne et Monsieur Oscar Nordman, Negociant, demeurant a Papeete, et tous autres qu'il y aura lieu, une societe a responsabilite limitee, ou de toute autre forme admise par les lois francaises, devant avoir se siege a Papeete (Tahiti), et pour objet:

L'exploitation du bateau a moteur Cheng Ho ayant son port d'attache a Papeete, et plus generalement la construction, la reparation, l'affretement et l'exploitation de tous bateaux de mer.

Lever au nom du soussigne ou de toutes personnes ou societes que le mandataire avisera, l'option qui lui a ete conferee par la Societe Cheng Ho Trading And Exploring Company Limited, suivant contrat intervenu entre ladite Societe et le comparant le sept Juillet mil neuf cent quarante-sept, et aux termes duquel il a ete concede au comparant la faculte d'acquiescer de ladite Societe de navire Cheng Ho, aux termes et conditions prevus par le contrat.

Faire l'apport a la Societe a constituer du benefice de l'option sus-enoncee, ou du bateau faisant l'objet de cette option.

Faire cet apport pur et simple, moyennant l'attribution de parts ou d'actions ou en faire l'apport-vente, en recevoir le prix, en donner quittance.

Assister a toutes assemblees et reunions d'actionnaires ou de membres de la Societe a constituer.

Prendre part a toutes deliberations; convenir de tous arrangements; concourir a la nomination de tous gerants, administrateurs et liquidateurs.

Accepter au nom du comparant, toute fonction elective qui lui serait recormue par les actionnaires ou associes de la Societe a former.

En cas de difficultes quelconques, paraitre, tant en demandant qu'en defendant devant toutes juridictions competentes; exercer toutes actions, se concilier; transiger en tout etat de cause, nommer tous arbitres et tiers arbitres; s'en rapporter a leurs decisions ou les contester; obtenir toutes decisions judiciaires ou administratives; les faire executer par toutes les voies et moyens de droit; acquiescer a tous jugements et arrrets; intervenir dans toutes instances.

Aux effets ci-dessus, passer et signer tous actes, elire domicile; donner tous pouvoirs; substituer une ou plusieurs personnes dans tout ou partie des presents pouvoirs, avec faculte pour les mandataires substitues de faire eux-meme toutes substitutions, revoquer tous mandats et substitutions, et generalement faire tout ce que le mandataire jugera utile et necessaire.

Fait et passe a New York,

L'an mil neuf cent cinquante deux

Et le vingt-trois Juillet

Et apres lecture, le comparant a signe avec le Notaire.

(Signe) Otto Degener"

C'est naturellement Monsieur Oscar G. Nordman, ne en Tahiti et citoyen de France, qui m'aidait a demasquer au fonctionnaires du Gouvernement de Tahiti la duplicité dangereuse du suave condamne Eric de Bisschop. M. Nordman, autrefois habitant de Honolulu et maitre de la langue anglaise, ecoudait a ma supplication au risque de ridicule et impopularite par les habitants dupes de Tahiti. C'est Monsieur Nordman, amis des Americains, qui sagement me conseillait, frustré et dispose a expedier des plaintes imprimees aux 500 membres de la Congrès en Washington, permettre les fonctionnaires francais seulement terminer l'affaire Cheng Ho.

Veuillez agreer, Monsieur, l'expression de mes sentiments distingues.

SUNDAY, AUGUST 3, 1952.

Tidal Wave Is No Barrier Degener's Work Goes On



ELEPHANT EAR—This drawing of the important botanical parts—leaves, flowers, fruit and seed—of the elephant ear, an ornamental tree introduced from tropical America, is representative of illustrations in "New Illustrated Flora of the Hawaiian Islands," by Dr. Otto Degener.

By E. H. BRYAN JR.

Since 1932, Dr. Otto Degener has been producing a series of loose-leaf publications entitled "Flora Hawaiiensis, the new illustrated flora of the Hawaiian Islands."

The plan he followed was to give a description of a species of plant on one side of a page and an illustration of it on the other. When he had filled about 200 pages, describing 100 species of plants, he would gather these into a loose-leaf binder. In this way four loose-leaf volumes were produced, dated 1933, 1935, 1938 and 1940.

UNFORTUNATELY the entire stock of these publications was destroyed on April 1, 1946, when a tsunami or "tidal

wave" washed through Dr. Degener's home at Mokuleia, Oahu. Undaunted by this disaster, Dr. Degener had the entire series reprinted and issued them in one thick loose-leaf volume.

He has not stopped producing new material. Last year various pages appeared, which will help to form Volume 5. Just now 29 more leaves have become available.

Included among these are descriptions of the Douglas mulesfoot fern or pala, the Siris tree, the elephant ear, a key to Hawaiian geraniums, a summary of native Hawaiian violets, the common and sweet-scented cleanders, the tree to-

bacco, two species of native Hawaiian lobelias, and various other plants.

AT THE MOMENT Dr. Degener is in the eastern United States, about to sail for Europe, including Ireland and Sweden. Thence he will go to Ceylon and on around the world. Everywhere he is looking for interesting plants or data concerning them.

During his absence from Hawaii, the work of publication goes on, watched over by Miss Amy Greenwell, who has been collaborating in the work.

She not only collects and describes Hawaiian plants, but also sees the resulting pages through the press.

Bitte sorgfältig aufbewahren!

Der Absender wird gebeten, den umrandeten Teil selbst auszufüllen

Einlieferungsschein

Gegenstand (z. B. E-B)	E (51)				
	(Abkürzungen siehe umseitig)				
angegebener Wert oder eingeschätzter Betrag	DM (in Ziffern)	PI	Nach- nahme	DM (in Ziffern)	PI
Empfänger	H. K. Lane				
Bestimmungs- ort	Honolulu				

Postvermerke



Einlieferungs- Nr.	Gewicht	
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287		

Postannahme

Go

C 62 Dia A 7

Papeete, Tahiti August 7th 1952

Dear Mr. Degener

Last night I went over the correspondence I have received from you and the whole " CHENG HO " affair.

My attention was drawn to your letter of 23 July wherein you said " The Nordman-Degener Co.Ltd." is launched by this time and profits are accumulating" YOU ARE WRONG. The whole case boils down to two basic courses - 1.You can claim the " CHENG HO " and change her registry back to American. In this case you must remove the ship from these waters. She cannot be chartered or run privately.

2.- You can claim the " CHENG HO " and let it remain under French registry. In this case a Company must be formed wherein a French citizen must control 51% and you 49%. The ship can then be used for commercial purposes in French Oceania.

The above cases are the facts- in a nutshell. You can yourself, do either one. You dont need a lawyer or a Deputy from France or a member of the State Department to assist you. The boat is in these waters. It is for you to act.

However, in either of the above cases, Mr. Gallois will enter a claim for the money he has invested. I doubt if the Courts will deny your option rights.

Maitre LEJEUNE, is not a lawyer, but a NOTARY. I choose him after I tried to engage Maitres Guilpain and Vitry who wanted 100,000 Pacific Francs in fees. When I informed Maitre LEJEUNE, of this matter he immediately took the case on saying it was simple and required no lawyer.

It should be understood that the French Government did not maliciously register the " CHENG HO " under the French Flag. They were duped by M.Eric de Bisschop. Their Willingness to consider your claim is to be considered.

As for M. Eric de Bisschop, you can forget him. He does not dare to go pig hunting in the mountains for Mr. Gallois might be around the corner waiting for him. Mr Gallois thinks Eric pulled a fast one on him and he means to have his pound of flesh.

Mr. LEJEUNE, has located some of the spare gear removed from the vessel and has ordered it held intact pending the settlement of this affair.

As I have pointed, I stayed awake most of the night going over every phase of this case. I have come to the conclusion that I have I have made about every successful move that can be made. I have neglected some of my own work to carry on with this affair so that there would be no slipup. I no longer feel that I have the time to devote to this matter.

Mr. LEJEUNE is fully acquainted with this matter and is definitely capable of bringing it to whatever conclusion you may desire. I therefore propose that from the receipt of yhis letter you deal directly with him. Upon your advice I will turn my file over to him.

I will figure up my bills for cables,etc.and deduct this sum from the \$100.. My time I will donate free. You may direct the disposition of the balance.

I sincerely wish you the best of luck in your future dealings, and hope to see you when you come to Tahiti.

Sincerely

Oscar

Oscar G. Nordman

JG/YH
MA/FA

RÉPUBLIQUE FRANÇAISE

(Nom du Service)

Métro : Duroc et St-François-Xavier
Adresse télégraphique : Colonies-Paris
Téléphone : SÉGu 25.00 - Poste n°
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° 3504/CAS/ef

Paris, le 14 Août 1952

194

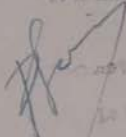
Monsieur le Député et Cher Collègue,

Vous aviez bien voulu me faire tenir la lettre qui vous avait été adressée le 20 Mai 1952 par M. Otto DEGENER, citoyen américain résidant aux Iles Hawai, pour se plaindre de ce que le visa d'entrée à Tahiti lui ait été refusé sans raison valable par les Autorités de Papeete.

J'ai l'honneur de vous faire connaître que je viens d'être informé par M. le Gouverneur des Etablissements Français de l'Océanie, à qui j'avais demandé des précisions sur les faits relatés par M. DEGENER, qu'un visa d'entrée à Tahiti, valable trois mois a été accordé à l'intéressé. Celui-ci a déjà été avisé de la mesure prise à son égard.

Veuillez agréer, Monsieur le Député et Cher Collègue, l'assurance de ma considération très distinguée.

P. le Ministre et par Délégué :



Le Secrétaire Général
P. SANNER

N° 1159. — France d'Outre-Mer. — Divers services. — 1948. (J. Z. 830001.) (8)

Monsieur Jean-Jacques JUGLAS
Député du Lot et Garonne
Assemblée Nationale
PALAIS BOURBON
P A R I S

Métro : Duroc et St-François-Xavier
 Adresse télégraphique : Colonies-Paris

Téléphone { SÉGu 25.00 - Poste n°
 SUFren 16.70

MINISTÈRE
 DE LA

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27, rue Oudinot - PARIS (7^e)

Direction des AFFAIRES
 POLITIQUES
 4^o Bureau

Pièce n°

Étage

Paris, le

14 AOÛT 1952

194

N° 3505/CAS/CP

Monsieur le Ministre et Cher Collègue,

Par lettre du 13 Mai 1952, vous aviez bien voulu attirer l'attention de M. le Ministre des Affaires Etrangères sur la requête d'un citoyen américain résidant aux îles Hawaï, M. Otto DEGENER, qui se plaignait de ce que le visa d'entrée à Tahiti lui ait été refusé sans raison valable par les Autorités de Papeete.

J'ai l'honneur de vous faire connaître que je viens d'être informé par M. le Gouverneur des Etablissements Français de l'Océanie, à qui j'avais demandé des précisions sur les faits relatés par M. DEGENER, qu'un visa d'entrée à Tahiti, valable trois mois a été accordé à l'intéressé. Celui-ci a déjà été avisé de la mesure prise à son égard.

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

N° 1159. — France d'Outre-Mer. — Divers services. — 1948. (J. Z. 830001.) (8)

Monsieur Tony REVILLON
 Député de l'Ain
 Secrétaire d'Etat aux
 Affaires Economiques
 41, Quai Branly
 P A R I S

Transmis à ...

Monsieur Otto Degener, avec l'assurance de mes
sentiments les meilleurs.

Mary Smith

Papeete Tahiti 14-8-52

Papeete Tahiti 14th 8-52

Dear Otto

I received your package with the papers of the *Chang Ho* and the reply's to your visa's. It's a pity that the one for Tahiti was not granted.

When you sent the envelope did you not mail a letter with it? for I got no letter. You see I do not quite understand, please let me know if you wrote or not.

When you asked for your visa for Tahiti, do you remember the name of the governor in those days. De Bishop may have with that governor had something to do with the refusal.

There is a new governor here now, you could try and ask again, and if you need a guarantee I may be able to do something.

So please write and let me know what you really think of doing.

I will say goodbye for the moment and hoping to hear from you soon.

I remain yours truly

Geitoo Mamed

M.M.-

ASSEMBLÉE NATIONALE

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

PARIS, LE 14 Août 1952

Monsieur,

J'ai bien reçu votre lettre du 29 juillet dernier et je vous en remercie.

Je l'ai lue avec intérêt et je vous félicite sincèrement pour vos travaux et recherches scientifiques

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

Le Député-Maire,

POUR LE MAIRE
L'ADJOINT DÉLÉGUÉ.

Witz

Monsieur Otto- DEGENER
24 East 82 Street

-U.S.A.-

-NEW-YORK -

CONSULAT DE FRANCE
A VANCOUVER

N° 1255

VANCOUVER, LE 21 Août 1952

Monsieur

Le Ministère des affaires étrangères auquel j'avais transmis votre lettre du 20 Avril m'a informé qu'une enquête est actuellement en cours.

Je ne manquerai pas de vous informer des résultats de cette enquête dès qu'il me seront communiqués.

Recevez, Monsieur, les assurances de ma considération distinguée.

Pour le Consul
et P. O

W. H. H. H.

Monsieur Otto DEGENER
WAIHUA
OAHU - Hawaï -

ADRESSE TÉLÉGRAPHIQUE :
OCEANIC
PROVISIONS
FOUR NAVIRES

SERVICE DE RAVITAILLEMENT MARITIME

MAISON NORMAN
FOURNISSEUR - SHIPCHANDLER
PAPEETE - TAHITI

CABLE ADDRESS
OCEANIC
SHIP'S SUPPLIES

September 4, 1952

Dear Mr. Degener

I have received a letter dated Paris, France, August 15th, 1952, in which you ask me to send you a copy of my idea of a Nordman-Degener Co., also a contract and a carbon copy or photo of the Cheng Ho transfer out of de Bisschop's clutches. Also, a newspaper clipping of de Bisschop being arrested would also be useful and that you need these papers when you drop in at the American Ambassador's office in Paris.

The "Cheng Ho" arrived in Papeete harbor from her last venture August 24th, and is now in the stream waiting for events.

On August 7th, I addressed you a letter, explaining to you the whole situation, and telling you of my intention to refrain any longer in assisting you in the "Cheng Ho" affair, for the simple reason that you do not want to agree in signing the contract made by Notary Lejeune.

The "Cheng Ho" still flies the French flag, and in order that she can trade in these islands and retain the flag of France, the contract must be signed giving you 49% and to me 51%. or else you come to Tahiti and take delivery of the vessel and put her back under the American flag.

You better come to Tahiti and solve the problem instead of going to Stockholm, Paris.

^{WE}
How can arrest de Bisschop, without a proof that he did all the mischiefs. I have many times asked you to sign Mr. Lejeune's contract, no you send me a document made by your Lawyer Maître BERTHOL, which doesn't fit the requirements of the Tahiti laws.

There are two things to solve the case, is for you to sign the contract, or take the vessel away under the American flag. In one of your letter you mentioned giving 1% to the Tahiti Museum and the other 1% to the New Caledonia one. That is very good, but delays the actions, as we will have to have the Pres. of each Institutions to sign the contract, will they sign it?

My last plea to you is to come to Tahiti, and settle everything yourself, ... you have writting to Mr. Gallois, and he gives the idea that he wants to collect \$10,000, keep away from him..... I have lost many charters for your slowness, but I think is for the best..... So Come at the earliest, I'll wait for you

With best wishes

Faithfully

Discar

'Cheng Ho' Back in News

It is expected that there will be interesting developments in the Cheng Ho case soon. The Pacific Island Monthly notes. The once-famous luxury junk Cheng Ho is now, and has been for some years, in the possession of Captain Eric de Bisschop, colorful French navigator, of Tahiti. It figured in the news here in earlier battles over its ownership and proposed trips.

Otto Degener, of Honolulu, claims ultimate ownership of the yacht. He says he leased it to de Bisschop, with a clear provision that he could resume possession in July, 1952.

De Bisschop has been in French Oceania for some time, and has registered the junk in Papeete, in his own name.

Degener decided that he would go to Papeete, and prosecute his claim in the French courts there. He gave Mr. Oscar Nordman his power of attorney, and they engaged the services of a French lawyer, Maitre Lejeune, PIM reports.

But when Degener sought a passport visa for Tahiti, the French Consul in San Francisco refused it. Thereafter, a strange story is told.

The Governor of Tahiti, M. Pelitbon, was much disturbed by the story about the passport visa. It is reported that he has taken certain action. Meanwhile, Degener went to Washington in June, demanding that he be given permission to go to Tahiti.

Meanwhile, Mr. Nordman and Maitre Lejeune, as Mr. Degener's representatives, have initiated proceedings against Captain De Bisschop, claiming that the Cheng Ho must be handed over to them.

Ad. Aug 28-52

Mannen är samlat på miljon
ädderhavsväxter, skriftväxt och skri-
ver Flora Hawaiiensis. Han
har hand i färdiga — som i 30 år
boit på Hawaii och är en av de
tre nu levande botaniker som
fått en ny växtfamilj uppkallad
efter sig, befinner sig i. n. i
Stockholm på resa från New
York till Tahiti. Det är doktor
Otto Degener, som i. n. delat
sin tid mellan siftnings- i
Stockholm och växtpresning på
Bikensmön — han kommer nä-
st från Lapland, där han
funnit växter som äro äro
dem han som sköljke samla-
de under sin uppväxtid i Mas-
sachusetts.

De Degener är identisk med den botaniker, som Bengt Danielsson berättar om i sin bok "Den lyckliga ö". Men han är föga lycklig över den publiciteten. Innan han berättar någonting om fynd på Hawaii och i Leppland är han angelagen om att tillrättalägga vad som står skrivet



Dr Otto Degener

Den som behövt i den
Dr Otto Degener
sälalor en eme-
rikansk miljonärerna som så gripits
en hufvud passion för botanik
och för att bygga upp en sam-
den senare en kinasisk djönk. San-
ningen är, att miljonärerna är
en af de största värar, som i Kina
det bygga en stor samling af
djönk från 1400-talet och inreda
den med skild träslåtor. Hon betä-
lade en rad vetenskapsmän och
gav sig ut på expeditioner med
sigt ut. Dr. Degener var en av
dessa. Han hade varit i Kina och
djönken för 1 dollar till amerikans-
ka marinen, och när kriget var
stort återkom hon den för samma
summa. Hon hade varit i Kina för
senare av henne till ett pris som var
selskypigt normalare än både bygg-
saker, landerna och föreläsning-
dollar och så vidare. Hon hade
lag som använde den för fraktart
Söderhavet. Självt kvarstod han
samtliga sina saker bland våra
det tyvärr också. Dr. Otto och
franzmann, som senare helt enkelt
försökte ställa fartyget. Det är
därmed att de båda fartygen i
fantastiska versionen till Bengt
Danielsson. Efter en process är
djönken nu åter i rättaktiga han-
derna. De båda fartygen är nu
på väg till Tahiti för att ta hand
om fartyget, som han tillslutligen
försatt sig att bygga. Dr. Degener
samtliga kommer att bygga ett
frakta corpa mellan Årns samt-
delt som Dr. Degener fraktar sig
samtliga och de söderhavsväxter
samtliga.

Svensk professor
lockade till Lappland

Mitt besök i Sverige är min första kontakt med Europa på 40 år — sista gången jag var här var 1910 — säger dr Degener, och anledningen att jag tog den här vägen är främst att jag ville besöka en gammal vän. År 1938 träffade jag på Hawaii professor Olof Sellin. Det är han som lockat mig hit och är min ciceron både i den lappländska vaxtvärlden och bland de stockholmska sevärdheterna.

är en expedition till Fijöarna — den har njurliknande frukter, tyll-
da med tegelfärgade frön. Från
den expeditionen har jag också
skrivit en reseskildring från Fijö-
arna.

Hawaikiska Honolulu — ja, inte är det, särskilt inte Honolulu, vad det var för trettio år sedan. Ryktena om att huvudstaden är turiststäderna är nog sanna, men så oändligt många finns det ganska utsläppta och oförändrade bar i närlagarna. Teater och trafikfyllnaden som man lätt — flygplan utbyggd här nere och så billigt, att barna nästan helst mått övergå till trafikfart. Jag bor 40 mil utanför Honolulu, upplevde Pearl Harbor och kan intyga, att det fortfarande stora procenten av japanbefolkningen i denna under krigen var huvudstad inte fanns några turistställen.

RODRIGUE BERTOL
ATTORNEY AT LAW
165 BROADWAY
NEW YORK 6, NEW YORK
CABLE ADDRESS: "CIVILAW" NEW YORK
TELEPHONE BECKMAN 3-5765-6

5 September 1952.

Mr. Otto Degener,
c/o American Express Company,
Paris.

Dear Sir:

I wish to thank you for your cards, but I have not as yet received your book, of which I have already read part and which was of great interest to both myself and my family.

I have received an answer from Mr. Cochin, the partner of Mr. Richecoeur, the attorney retained by me. Mr. Cochin immediately got in touch with Mr. Lejeune, your notary. In order to handle the matter, he wants:

- 1) A copy of the by laws of the Cheng-Ho Trading and Exploring Company;
- 2) Some document showing that the aforesaid corporation is valid under the Laws of Honolulu;
- 3) A note concerning the modifications which were brought to the Corporation since its formation;
- 4) A copy of the report of experts which was made in 1947 and by which the value of the ship was estimated at \$75,000.00.

I believe that concerning the aforesaid document, I should get in touch directly with the attorney who represents you in Honolulu. To do so, I need a few lines from you to this effect.

Mr. Cochin also informs me that Mr. Gallois, who is actually in possession of the Cheng-Ho, pursuant to an agreement dated January 5, 1950, has a lien on the

5 September 1952.

ship for the sum of 100.000 francs, and that Mrs. Mathilda Constable of Honolulu, also has a mortgage for 1.634.828 francs. Mr. Cochin is of the opinion that the ship was irregularly granted the French nationality and that there might be an interest in disclaiming such nationality in order to avoid the claims above enumerated.

It is to be wished that the transfer of the ship shall be made amicably and in order to avoid expenses, Mr. Lejeune proposed the depreciation of ship between 1947 and 1952 should be evaluated at \$15,000, which is the repurchase price.

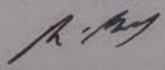
To effectuate the legal transfer of the ship, it would be necessary to have the Power of Attorney given by the legal representative of Cheng-Ho Trading Company to a resident of Papeete. I could prepare such document if you gave me the name of the representative of the company. I understand that Mr. Bischoff was and may still be such representative. Under the Laws of France, 51% of the shares of the French corporation to be formed should belong to French citizens. As I told you, you should keep 49% of such shares in your name and have 2% in the name of persons who would act as "dummies" and who should be French citizens. Would you kindly give me the name of two of your friends living anywhere, but who are French citizens.

Mr. Cochin suggests that the capital stock of the corporation should be 500.000 francs.

Would you kindly communicate with me and give me promptly yours instructions. The matter, as you can see, is quite complicated and will require a great deal of work on the part of Mr. Cochin and myself. When you authorize me, I shall communicate with your attorneys in Honolulu and will get a clearer picture of the situation. I suggest that you mail me a retainer of \$250.00 to be divided among Messrs. Cochin, Richecoeur and myself. We will also have some expenses in Honolulu. I understand that your intention is to go to Papeete upon your return from Europe. Would you kindly let me know when you plan to be in Papeete.

With my best personal regards, I am

Very truly yours,


RODRIGUE BERTOL.

next address: % American Express Cie, Paris, France.
Sept. 7, 1952.

Dear Sirs:

Please advise me why I should not go to Court because of the slanderous statements made by Mr. Bengt Danielsson in "Den Ryckliga Or" about me. The sum I estimate should be \$50,000 Danish or approximately \$1⁰⁰ for each book sold.

Capt. Eric de Busschop is a known swindler, twice subject to deportation from the United States as an undesirable alien. As long as four years ago he was accused of stealing the property of a woman by registering her fraudulently in Tahiti as his own property. The statements so cruelly printed about me by Mr. Danielsson are lies, evidently emanating from the swindler de Busschop.

I have much evidence disproving these lies and I Mr. Danielsson will add an errata written by me for his Swedish and English language editions of "Den Ryckliga Or", I may decide not to go to Court.

Yours very truly
O

Vega

Bengt Danielsson
"Den Lyckliga On"

Bowen Wennerberg
Torsten Eriksson

Copyright 1951 Bokförlaget Forum
AB, Stockholm

ASSEMBLÉE NATIONALE

Le Général KOENIG

Député du Bas-Rhin
Président de la Commission
de la Défense Nationale

RÉPUBLIQUE FRANÇAISE

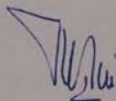
LIBERTÉ - ÉGALITÉ - FRATERNITÉ

PARIS, LE 8 Septembre 1952

Monsieur,

J'ai le plaisir de vous faire connaître que je viens d'être informé par Monsieur le Ministre de la France d'Outre-Mer, que Monsieur le Gouverneur des Etablissements Français d'Océanie, vous avait accordé un visa d'entrée à Tahiti pour une durée de trois mois.

Heureux de vous en aviser, je vous prie d'agréer, Monsieur, l'expression de mes sentiments distingués.



Pierre KOENIG

Monsieur Otto DEGENER

WAIALUA

CAHU

(Hawaii) U.S.A.

M^r Edouard Goumaru
Papeete - Tahiti

Sept. 18th 1952.

Dear Mr. Otto.

I have received your collection of photos and the
replies of the French Consulate regarding your visa
for Tahiti, refusing you to come to Tahiti.
I thank you very much for thinking of me after
such long years.

If you like, I shall for your papers with
the French governor here, so that can come
here to Tahiti - You write me back, to let me
know if you would like me to do you that
favor - I don't guaranty you that, I shall be
succesfull, but I shall try. Sometimes I
replace my uncle, who drives the governor's car

As news here in Tahiti your ship "Cheng-Ho" has
been arrested by the government, I think since the
1st of September, I am not so sure, and I think
it does'nt work any-more

Barry, Brock and Red have left the ship. The Captain
De Bishop has given the money back.
If ever you will be able to come to Tahiti, come
and I shall be waiting for you.

You can come and stay with us during your
holiday in Papeete. Good bye, and send me

your news as soon as you can.

Your friend

110 St. Mark

It has been a long time since I
saw you and I am very glad to hear
that you are well and happy. I
am sure you will find everything
just as I left it. I am sure
you will find everything just as I
left it. I am sure you will find
everything just as I left it. I am
sure you will find everything just
as I left it. I am sure you will
find everything just as I left it.

I am sure you will find everything
just as I left it. I am sure you
will find everything just as I left
it. I am sure you will find
everything just as I left it. I am
sure you will find everything just
as I left it. I am sure you will
find everything just as I left it.

SERVICE DE RAVITAILLEMENT MARITIME

PAPEETE - TAHITI

September 18, 1952

Dear Mr. Degener

I have received a card from you dated Stockholm, September 1, and that you visited Narvick, Norway, and you are driving down to places and thence to London, and on to Paris, France.

The "Cheng Ho" is still tied up in the bay of Papeete, and not earning any money for you for the reason that the ownership is not settled.

You must come down and fix things up, or the ship will deteriorate lying too long in infested torredo waters.

You mention that you think Mr. Gallois, will fit in the chartering of the "Cheng Ho", you know well that he had the vessel for over 4 years, never paid a franc on the charter and still claim more than 400.000 francs.

Up to now I am no more interested in forming a company, I have waited too long to have you decided about the "Cheng Ho" case, which I put all my time in putting it into shape.

Again I ask you to come right down to Tahiti, and put things in order.

With best wishes to you

Faithfully yours

Oscar G. Nordman
Oscar G. Nordman

N° 698

Taxe principale.....

POSTES-TÉLÉGRAPHES-TÉLÉPHONES

NUMERO
de série localeINDICATIONS
DE
TRANSMISSION:

J. N. 921079

Taxes

accessoiries

Total.....

9/20/52 TELEGRAMME

N° de la ligne
du P. V. en
cas de
transmission
par téléphoneNATURE
du télégramme

ORIGINE

NUMERO

NOMBRE
de mots

DATE

HEURE
de départ

MENTIONS DE SERVICE

CADRE À REMPLIR TRES LISIBLEMENT PAR L'EXPÉDITEUR

ADRESSE :
(en lettres
majuscules
d'imprimerie)Nota. — Adresse très complète (rue, boulevard et numéro de l'habitation).
Si le destinataire a le téléphone vous pouvez accélérer la remise de ce télégramme; porter, avant l'adresse la mention non taxée: TÉLÉPHONE.TEXTE
et
éventuellement
signature
très lisibleAnatila Ethel Bremond explained away confusion
and writing you there is no cause
discouragement
Degeuer

Nom et adresse de l'expéditeur:

(Ces indications ne sont taxées et transmises que sur la demande expresse de l'expéditeur)

A B C D E

ABONNÉS AU TÉLÉPHONE

VOULEZ-VOUS :

a. Réduire au minimum la durée des attentes au guichet ?
 Remplissez à votre domicile les télégrammes que vous avez à envoyer (taux de 12 fr. par 5 mots) et laissez de 50 mots pour les télégrammes en français et en langage clair.

b. Avoir plus rapidement connaissance des télégrammes à votre adresse ?

Faites les télégrammes à l'arrivée. Pour ce cas, vous ne supporterez aucune dépense supplémentaire, si le télégramme est rédigé en français et ne contient pas plus de 50 mots, ou de 35 mots s'il est en langage étranger ou en cymrien.

Un copain confidentiel du télégramme vous sera, en outre, adressé gratuitement par poste. (La remise de la copie confidentielle par le service télégraphique donne lieu au paiement d'une taxe de 12 fr. par télégramme, et des frais d'expedition, s'il y a lieu.)

Vous autres d'ailleurs, en vous adressant au bureau du poste, adresser au guichet, tous les renseignements complémentaires dont vous pourrez avoir besoin au cas qui concerne le service.

USAGERS DU TÉLÉGRAMME, VOULEZ-VOUS :

a. Réduire au minimum la durée des attentes au guichet ?
 Donnez vos télégrammes en usant de la procédure dite « EN COMPTÉ ». Le règlement de vos taxes sera effectué en fin de mois sans aucune supplémentation.

b. Que l'achèvement et la distribution de vos télégrammes soient accélérés ?

Envoyez les avec la mention « URGENT ». Les expéditions auront une double taxe, mais bénéficieront de la priorité de transmission sur tout le parcours et de la priorité de remise à l'arrivée.

c. Vous pourrriez contre les risques d'altération d'un télégramme en cours d'acheminement ?

Demandez le **COLLATIONNEMENT** de votre télégramme. Celui-ci sera remis intégralement de l'interne à l'externe en cours de transmission. (Le service est effectué moyennant un supplément de taxe de 50 p. 100.)

d. Connaître la date et l'heure de la remise de votre télégramme au destinataire ?

Demandez un **ACCUSE DE RÉCEPTION**.

Envoyez le **facturé** de 15 fr. par télégramme : 100 fr. réception.

e. Vous assurer de la correction absolue de la transmission de votre télégramme et obtenir une pièce probante officielle du texte remis au destinataire ?

Demandez, au moment du dépôt, la délivrance d'une **COPIE CERTIFIÉE CONTINENT** en trois copies au destinataire. (Surverse de 24 fr. pour les télégrammes ne contenant pas plus de 50 mots, dans le régime intérieur seulement.)

Murillo 25
 1 ← Ave de Massine ←
 Hausmann

RODRIGUE BERTOL

165 BROADWAY

NEW YORK 6, N.Y.

23 September 1952.

Mr. Otto Degener,
c/o American Express Cie.,
Paris.

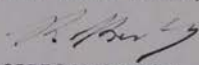
Dear Sir:

I thank you for your letter of September 18th. The letter from Mr. Cochlin was clear and as I understand that you are going to Tahiti, I would advise you to discuss this letter with one Paris attorney specialized in corporate matters as the questions involved are rather complicated. I do not think that you will find in Tahiti a competent attorney to discuss these questions and I would like you to be fully prepared when you reach Tahiti.

I am mailing your letter to Mr. Bryan and in the meantime I want to thank you for your book. Do not forget to come to see me when you return to New York.

With my best wishes, I am

Very truly yours,


RODRIGUE BERTOL.

RB:bb

23 Sept. 1952.

NOTE SUR AFFAIRE NORDMAN/DEGENER

Dans ses lettres en date respectivement du 7 Août et du 4 Septembre 1952, Monsieur NORDMAN expose les deux seules solutions que, en accord avec Maître LEJEUNE, il estime possibles pour que le "CHENG HO" puisse être exploité aux ETABLISSEMENTS FRANCAIS DE L'OCEANIE.

Si vous choisissez la solution de laisser le bateau sous pavillon français, il faut que la Société dont dépendront les opérations commerciales traitées soit à majorité française et que le Gérant soit également français.

Je pense que vous pourriez alors garder personnellement la propriété du bateau. C'est un point de droit maritime que je fais vérifier. Je n'ai pas encore de réponse, d'où le retard de cette note.

Dans l'affirmative, vous pourriez :

1°) Garder la propriété du bateau.

2°) Donner la gestion à une Société française S.A.R.L. à un petit capital, 100.000 francs pacifiques, par exemple, pour que les frais de constitution soient faibles. Si d'autres capitaux sont nécessaires, ils pourront être prêtés.

Ce capital de 100.000 francs pacifiques serait réparti entre :

- 49% américain (vous)

- 51% français (Mr. NORDMAN et les amis qu'il désignerait)

Il vaut mieux être plusieurs porteurs de parts pour les Assemblées.

3°) Vous passeriez un contrat de gestion avec la Société.

Il semble que ce contrat devrait prévoir :

a) Location du bateau aux meilleures conditions en stipulant qu'une assurance doit constamment couvrir les risques pour la valeur acceptée (en francs pacifiques, seule monnaie légale).

b) Surveillance et entretien du bateau.

c) - 60% des bénéfices pour vous.

- 40% des bénéfices pour la Société.

De cette manière, vous retrouveriez, par vos 49% du Capital, environ 20% des bénéfices dans votre Société, ce qui portera votre part à 80%.

Le Gérant, Mr. NORDMAN aurait alors environ 20% des bénéfices par ses 51% du capital.

.../...

D'autre part, il faudrait que la Société assure au Gérant un fixe quels que soient les résultats de l'exploitation (15.000 francs pacifiques par exemple), le travail du Gérant devant être, de toutes manières, rémunéré. Ce fixe serait passé en frais Généraux avant tout partage de bénéfices.

Vous pourriez définir le bénéfice ainsi :

A L'ACTIF.....Recettes de locations..... X

AU PASSIF.....Dépenses diverses.....D
(réparations, entretien,
etc...)

Amortissements.....A

A + D =.....Y..... Y

BENEFICE = X - Y

Bien noter qu'il est impossible de savoir d'avance ce que sera le bénéfice. Le marché de location est variable et étroit.

Avant de pouvoir être loué, le "CHENG HO" devrait, croyons-nous, subir de grosses réparations. Il y aurait donc des sommes importantes à sortir avant d'envisager des bénéfices.

Une autre solution consisterait à vendre purement et simplement le bateau à TAHITI dans son état actuel. Peut-être l'Administration accepterait-elle que le paiement vous soit fait en dollars.

Si vous pensez aller à TAHITI bientôt, il serait préférable, comme vous l'écrit Monsieur NORDMAN, d'attendre d'être sur place pour régler cette question. Sinon, il est évident que vous perdez chaque mois davantage en laissant votre bateau inactif.

J. Bréaud

-Ci-joint les 2 lettres de Mr. NORDMAN en date des 7 Août et 4 Septembre 52.



CONSULAT DE FRANCE
A VANCOUVER

VANCOUVER, LE 27 Septembre 1952

N° 1397

Monsieur

Comme suite à ma lettre du 21 Août j'ai l'honneur de vous faire savoir que les autorités de Papeete vous ont accordé une autorisation pour un séjour de trois mois.

Vous serez donc en mesure de défendre sur place vos intérêts comme vous l'avez demandé. Le visa nécessaire vous sera délivré dès réception de votre passeport.

Recevez, Monsieur, les assurances de ma considération

Pour le Consul
A. P. O.

Henri Bluffe

Monsieur Otto DEGENER
WAIHUA
OAHU - Hawaï

ADRESSE TELEGRAPHIQUE:

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

October 1, 1952

Dear friend

I have your card dated Sep-
11, where you say you were back
from your trip in Norway and Sweden
collecting plants along the Dover Cliffs.
No I never in my youth passed them.

Also received your telegram from
Paris, where you mention the names
of Anatula, Ethel & Breaud.

The "Cheng Ho" is prohibited to
trade under the french flag until
her registry is arranged when you
arrive, until then au revoir et à
bientôt.

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

October 1, 1952

Dear friend

There is a ship leaving Honolulu for Papeete, before the end of October, she is the "PHILANTE" an ex fairmile reconditioned as a yacht, and owned by a man I know Mr Athol Rusden.

I was thinking of you writing to Honolulu about the "Cheng Ho"s sails so it can be forwarded by shipping them on the "Philante". This is an opportunity as the sails that are now on the "Cheng Ho" are in shreds. Please do this and address them to me in Papeete.
Sincerely - Oscar -

Copy

Telegramm - Adresse:
SAVIGNYHOTEL
Postcheck - Konto:
Berlin - West 306 29



Permanent Address: % American
Express Company, Berlin,
Germany (U. S. Zone).

HOTEL SAVIGNY (Probably here
for 1 week.)
BERLIN - WILMERSDORF
BRANDENBURGISCHE STR. 21
zwischen Fehrbelliner Platz u. Kurfürstendamm
MARTIN WEIDHAAS

TEL. 91 03 01

Oct. 9, 1952.

Dear Sir:

I am owner of the junk-yacht Cheup Ho, built of
teak and camphor woods in Hong Kong. It is:

Length overall ----- 98 ft.
Length Water line ---- 85 ft.
Beam extreme ---- 24 ft.
Draft ----- 10 ft. 6 inches

Gross Tonnage about 125 Tons

Net Tonnage about 100 Tons

Twain-Screw Gray Seal Horsepower engines

(In Honolulu I have crates containing a new
set of sails.)

It cost about \$ U. S. 100,000 originally to build
this unusual vessel, now ideally fit for island trading.
The last time ~~she~~ was appraised, ~~the~~ value was
\$ 60,000. That was about 5 years ago.

The French swindler Capt. Eric de Bisschops
tried to steal the vessel and ~~she~~ was much involved
in Court Action before I successfully complained
to the government in Paris and had the vessel
returned to my ownership. It is now in Tahiti,
flying the French flag. My agent there is Oscar
Nordman, a Frenchman who must not
know of my offering my vessel for sale to
anyone.

A group of Chinese, resident in Papeete, Tahiti, a few years ago wished to purchase the Cheng Ho for inter-island trading but the time was not right for the sale as the vessel at the time belonged to the Cheng Ho Trading & Exploring Company (until July 1952 when she returned to my sole ownership because of my option contract).

I wish to sell my vessel at this time and wish to get in touch with these Chinese men. I do not know their names. I do not wish any of the French to know about any possible sale as they might wish to purchase the vessel from me, paying me in French Colonial Francs, money which is useless to me, a resident of Honolulu, Hawaii, U. S. A.

I wish the Chinese in Tahiti to purchase the vessel because I believe they can pay me in American Dollars through their friends or business associates in Honolulu.

Please contact the Chinese in Papeete for me as soon as possible. If you could do so by cable without attracting the attention of the French, that is the best plan. I enclose money with which to do so.

Enclosed are copies of some documents about the Cheng Ho. My lawyers, Ingman & Ingman, Young Building, Honolulu, T. Hawaii, U. S. A., have the original documents of ownership etc. Your representative in Honolulu could there study them.

Sincerely,

ASSEMBLÉE NATIONALE

JEAN-JACQUES JUGUET

Député de la Seine

76F

PAR AVION

Monsieur DEGENER
% Botanischer Garten
Königin-Luise-Strasse 6
~~Wansee~~ Berlin-Dahlem,
Germany

PARIS 31

Dahm

Ils Hawaii

U.S.A.

0048
0048
0048

Papeete Tahiti 17-10-52.

My dear Otto.

Today I received your very welcome letter and was dumfounded to know that my letter reached you in Paris. I'm glad that you are having a good time in France, and that you met some of the people from Tahiti. I understand more about the paper you sent me of the Cheng Ho. I'm also happy to know that you are the owner again of the ship, for she is now tied up in Papeete port waiting your arrival.

I'm looking forward to meeting ^{you} here in the first month of next year, and I'll be here to show all that's going on. But the only thing that counts is that the Cheng Ho is yours again.

There is one thing that I'd like you to think about, you aim at leaving here in Tahiti about March, what do you think of writing to your agent Nordmann, and telling ^{him} to try and sell the boat, because between you and I the ship is in need of repairs, and the two motors are in bad state, but it's up to you to do what you want. But to be sure if you could arrange something it would better, because when you get her I imagine the repairs you will have to face.

I hope that you won't be too long in France, and be in Tahiti soon to fix up your business about the Cheng Ho, for to my idea the ship tied up is money asleep, and for refitting her again, lots of money to spend.

Now Otto old boy, when you come to Tahiti, you must
come to my home, and let me know when you'll get here
for then I can come and meet you.

Well dear friend I will close now - hoping this letter reaches
you in the best of health, and hoping to see you soon I and
the whole family wish you a very sincere goodbye
Affectionate farewell.

Papeete, October 18, 1952

Dear friend

Received your letter dated Paris
September 24th.

I have read the contents carefully,
and again I must tell you, that
you have to come to Tahiti —

First: to take possession of the
"Cheng Ho" as per your option of
July 7th 1952.

Second: to settle with de Bisschop
the matter of \$15,000

Third: The "Cheng Ho" is now
anchored out in the bay, until you
arrive, and to form a company, so
the vessel is once more allowed to
trade in French Oceania.

Fourth: I cannot join a Company
until, you and I, right here in
Papeete discuss the worth of the vessel.
You say she's worth \$60,000

That is absurd.

Nevertheless, you must come to Tahiti, with the original option.

You must remember that you promised the "Cheng Ho Trading & Exploring Co. Ltd." to pay them the sum of \$15,000. then you claim for damages etc.

So please, come right away to Papeete, in order to settle the above matters.

The idea of 49% and 51% - let me tell you - I am frank about it - I will donate my name to form the Société, and I do not want 51%, I want nothing, only to help you - and in this case you are not giving 1/2 of the boat away. in this way you own the whole boat. Waiting for you

Faithfully
Oscar

Next address: % American Express Co.,
Paris, France.
Nov. 1, 1952.

Copy

Dear Edouard:

It was so nice getting your letter of Sept. 18 here in Vienna. About a hundred years ago the Austrian ship "Donau" visited Hawaii and the naturalist on that ship collected plants in Hawaii. These are now, dried, in the Museum in Vienna. I am here to look at them. Later, I shall go to Berlin to see the old collections of Hawaiian plants stored at that Botanic Garden. The American Ambassador is in Paris, so I visited there on "Cheng Ho" business and at the same time went into your magnificent Jardin des Plantes and the huge Museum there.

I have passage on the Messageries Maritimes ship "Marseillaise", sailing from Marseille on Nov. 10 for Colombo, Ceylon, New Caledonia and then Papeete (partly by boat; partly by aeroplane). But I have cancelled my passage ^{Ceylon and Tahiti} from Tahiti and shall stay right here near Paris and Washington.

According to a French Court, it is perfectly legal for the ship "Vega" to fly the French flag, do business in French waters and still belong 100% to an American citizen if that citizen hires a Frenchman to run his business for him as Manager. What is lawful for the "Vega" is also lawful for the "Cheng Ho." Mr. Oscar Nordman, my agent, writes me that before I get back my stolen "Cheng Ho" and can use her for trading in French waters, I must surrender 51% of the shares or actions to a Frenchman. That is a lie! It is not so with the "Vega." It shows again that French Government Officials in Tahiti, against the wishes of their superiors in Paris, are trying to steal control of the "Cheng Ho" from me. It is just a continuation of the French murder begun in the Botanical Office of the former Governor of Tahiti.

contrary to my option contract of July 7, 1947, and Registered
in Honolulu as 2156-247 in the Bureau of Records.

So, Edouard, until the French Government gives me back,
carte blanche, the "Cheng Ho" 100%, I refuse to accept her.
The vessel is worth \$60,000. If the French in Tahiti let
her rot it is not my fault. The vessel is still worth
\$60,000 to me and it is up to the French Government to
make good the entire \$60,000.

So, good friend, I fear I will not come to Tahiti after
all. Now my statesmen in Washington are busy with
elections and then for several months there will be un-
rest until the defeated ones are replaced with the win-
ners in Washington. Like I did before to the Deputies
of the Assemblée Nationale, I shall have about
300 letters printed in French and 500 letters printed
in English explaining the "Cheng Ho" swindle. When
Paris again asks Washington for a loan of money -
probably millions of dollars - I shall stick those
brochures in the post, demanding as an American citizen
that Paris pay me damages of \$60,000 for the
stolen "Cheng Ho" before the loan is ratified. Why
should I, a taxpayer, have my tax money go
to Paris and at the same time be swindled by
the French Government in Tahiti. My Congress-
men and your Deputies will understand the
logic of this.

I am mailing you a copy of this letter by
a different post so that you surely get my answer
in case one letter gets lost in the mails.

I was interested to learn about Brooks. He
was fooled by Eric like no others. Did they put
the old condamné in jail or is he running
around free after all his swindles.
I want a new Cheng Ho Company instead of demanding
my share.

keynote for the national convention and the protests of the Eisenhower forces.

July 7—The Republican National Convention opened. Eisenhower won the first vote 652-543, barring contested delegates from voting on delegate contests.

July 11—Eisenhower was nominated on the first ballot. Sen. Nixon, of California, was nominated by acclamation for Vice President.

July 12—Arthur E. Summerfield, of Michigan, was named Republican National Chairman. Eisenhower resigned from the Army, giving up his 5-star status and a potential \$19,000 annual pension.

July 21—The Democratic National Convention opened. Barkley withdrew as a candidate because labor leaders told him he was too old.

July 24—Truman threw his support to Stevenson.

July 26—Stevenson was nominated on the third ballot. Sen. Sparkman, of Alabama, was nominated for Vice President.

Aug. 8—Stevenson picked Stephen A. Mitchell, Chicago attorney and political novice, to be Democratic National Chairman.

Aug. 12—Stevenson visited Truman at the White House and received a briefing on the foreign situation.

Aug. 14—Eisenhower rejected Truman's invitation to the White House.

Sept. 1—Stevenson opened his Presidential campaign in Detroit, calling for repeal of the Taft-Hartley law.

Sept. 2—Eisenhower campaigned in 4 Southern states, the first Republican candidate to do so.

Sept. 4—Eisenhower formally opened his campaign by TV at Philadelphia, giving his program for preventing World War III.

Sept. 12—Taft met Eisenhower in New York and promised full campaign aid.

Oct. 18—Sen. Wayne Morse, of Oregon, bolted the Republican party to support Stevenson.

Oct. 20—Truman denied imputing anti-Jewish and anti-Catholic bias to Eisenhower.

Oct. 24—Eisenhower said he would go to Korea if elected President to seek an honorable end of the war.

Nov. 4—The Eisenhower-Nixon Republican ticket was elected with 442 electoral votes. The Stevenson-Sparkman Democratic ticket had 89.

Vote for President by States, 1952 (unofficial returns)

State	Popular		Electoral R D		State	Popular		Electoral R D	
	Rep.	Dem.				Rep.	Dem.		
Alabama.....	143,546	263,934	11	..	Nevada.....	52,467	31,749	3	..
Arizona.....	138,988	99,325	4	..	New Hampshire.....	165,888	108,569	4	..
Arkansas.....	150,867	189,047	8	..	New Jersey.....	1,368,643	1,011,034	16	..
California.....	2,763,897	2,088,850	32	..	New Mexico.....	128,489	103,575	4	..
Colorado.....	369,544	228,228	6	..	New York.....	3,949,135	3,098,103	45	..
Connecticut.....	610,989	481,482	8	..	North Carolina.....	531,148	626,225	14	..
Delaware.....	90,058	82,969	3	..	North Dakota.....	146,056	59,482	4	..
Florida.....	510,560	423,483	10	..	Ohio.....	2,699,481	1,602,739	25	..
Georgia.....	184,504	408,989	12	..	Oklahoma.....	504,458	423,003	8	..
Idaho.....	179,486	91,467	4	..	Oregon.....	374,696	240,899	6	..
Illinois.....	2,463,564	1,955,098	27	..	Pennsylvania.....	2,390,783	2,129,886	32	..
Indiana.....	1,129,406	803,383	13	..	Rhode Island.....	206,351	200,209	4	..
Iowa.....	799,046	497,750	10	..	South Carolina.....	154,856	165,834	8	..
Kansas.....	579,275	261,163	8	..	South Dakota.....	199,077	89,566	4	..
Kentucky.....	492,062	494,109	10	..	Tennessee.....	431,353	427,749	11	..
Louisiana.....	273,465	304,494	10	..	Texas.....	1,060,074	832,404	24	..
Maine.....	232,468	118,614	5	..	Utah.....	192,879	134,838	4	..
Maryland.....	491,967	381,744	9	..	Vermont.....	106,120	42,220	3	..
Massachusetts.....	1,231,900	1,008,923	16	..	Virginia.....	347,774	269,655	12	..
Michigan.....	1,522,101	1,354,480	20	..	Washington.....	484,912	414,306	9	..
Minnesota.....	722,527	552,180	11	..	West Virginia.....	394,704	429,960	8	..
Mississippi.....	108,138	161,485	8	..	Wisconsin.....	958,173	629,637	12	..
Missouri.....	965,573	883,072	13	..	Wyoming.....	64,435	47,307	3	..
Montana.....	153,818	102,468	4	..	Totals.....	32,991,585	26,541,704	442	..
Nebraska.....	404,286	182,760	6	..					

* Reports by counties. † Reports by towns. NOTE: The electoral college in this table represents 96.97 percent of the districts.

ASSEMBLEE NATIONALE

Secrétariat Général
de la Présidence

Paris, le - 7 NOV. 1952

M on sieur,

J'ai l'honneur de vous informer que la Commission du Suffrage universel, du règlement et des pétitions a décidé, sur le rapport de M. MINJOZ , de renvoyer votre pétition du 22 juin 1952 et enregistrée sous le n°62 à l'examen de M. le ministre de la France d'outre-mer.

Je ne manquerai pas de vous faire connaître en temps utile la suite qui lui aura été réservée.

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

Le Secrétaire Général
de l'Assemblée Nationale et de la Présidence,

(C. Blumenthal)

Monsieur Otto DEGENER
WAIALUA
OAHU
(Hawaï)
U.S.A.

Received Nov. 9, 1952

Dear Otto:

We've had a communication from Max in which he tells of the "Cheng Ho" Souda's gentle favorable for you. I quote:

"I saw Oscar Nordman and he said that the Governor was fair and sympathetic to Otto in this matter. He Buschhoff has been more or less isolated in a govt civil service job as telegraph operator on Rapa (I believe). I saw the vessel tied up at the custom house wharf (where all schooners tied up) it looked rather worn... and not at all nice at Otto's photos. Nordman seems highly respected and trusted by such as Bengt and Nordman said that if Otto put up the \$15,000 bond requested that there would be a fair appraisal of the value of the boat (prob. "a few thousand dollars but not nearly 15,000") and a settlement believed favorable to Otto. However

nothing would be done for him unless he put up that bond as a sign of sincere intent. The Gov. was severely rankled by a (the) letter Otto sent around about the matter. While he was wholehearted in favor of Otto before he is somewhat skeptical now, but still intent on giving Otto a fair deal and it is generally believed he feels the present operators and De Besch-off to be a bunch of crooks trying to cheat Otto. We think the Gov. is a grand fellow; he has been tremendously helpful to us. He is one french official here who is perhaps to be counted as an Americanophile, if I may coin a word. By the way all who mentioned the Cheng Ho thought De Besch-off tried to steal the boat. ... etc. In other words I think current opinion is, other than for the reaction of Otto's letter and his being an American, rather uniformly in his favor."

We are progressing nicely
with the mumps here and
otherwise getting along "as well
as can be expected" with the
master away. We're expecting
the falls back soon.

Al Miller is back on campus
with his bride, Maryong.

I hope this doesn't reach
you too late to do you some
good - can't find your other
letters with address so will
take a chance on this

greetings from

Charles Dwy

P.S. The Gov has just passed
through Honolulu on his way to
France.

Next address:

Botanisches ~~Garten~~ Museum,
Konigin-Luise Strasse 6,
Berlin-Dahlem, Germany.
(U. J. Goe.)
Nov. 9, 1952.

Dear Manuel;

It was so nice to get your letter ^{of Oct. 17} with the news. It is true I had reservation to leave on the "Marsail-laise" from Marseille Nov. 10, tomorrow, but I can-
celled my passage. With Eric out of jail, I don't trust myself to his many friends ⁱⁿ Tahiti. How do I know he and they will not ^{try to} cheat me when once I am within reach of them. I will tell you why it was wise to change my plans. I naturally trust ^{together} you after our Honolulu friendships and suffering ^{at Eric's hands}, both of us. But I think ^{it is} better ^{for you} not to tell others.

M. Oscar Nordman is my agent for the Chev Hoai Tahiti. Since about six months ago I have asked him to become my partner in a new Chev Ho Trading Company. But before we start, of course we must sign papers and decide how much profit I get from the company if I turn the vessel over to her, and how much ^{profit} Nordman should get from the company for ^{being in charge}. Nordman refuses to sign any contract until I first give him 51% of the shares of the ~~new comp~~ before he will talk business with me. This is all nonsense and sounds like a swindle to me. Remember, Nordman may be perfectly honest but I never saw him so how can I be sure that he is perfectly honest? If I give him 51% of the shares first, then when he wants to make a company with me, he can tell me "Oto, I own more than half of the boat. I will let you have 10% of the profit and I will keep 90%." ~~I just~~ In this way instead of losing the Chev Ho illegally to Eric, I lose the Chev Ho legally to Oscar by being fool enough to give him 51% of the shares. Now you know why I can do nothing with Oscar until he sends me a business contract, and this he refuses to do.

Oscar sent me the address of his 2 daughters living in Paris. My sister and I met them and M. Breaud. We had dinner together and they are nice people. But while I was in Paris with them M. Gallier, who formerly

not give it to me so I could talk to M. Gallois.
Why was that? Can M. Gallois tell me bad things
about Oscar? So, this is a second reason I cannot
trust him, and may as well stay here near Paris.

M. Manuel, good friend, I know you and I
don't know Nordman. Of course, before I hear from
you again, he may send me a ^{business} contract and all will be
well. Now he is only my agent and any time I wish
to do so I can write him that he is no longer my
agent but that some one else is my agent: You,
Edouard, Theodore or anyone. You write "What do you
think of writing to your agent Nordman, and
telling him to try and sell the boat." Why write
Nordman? Tell me, can you get a good price for her
for me from the Chinese people in Papeete, they
to pay me in U. S. American dollars in Hong Kong
through their friends in Hong Kong or Honolulu?
I ~~cannot~~ want ~~these~~ francs because I could only use
them if I live in France, and I want to live
in Hawaii. And if you can sell the Chey Ho
for me what commission do you want for
doing it? I would rather give the commission
to a friend than to a stranger who, I feel, does
not quite treat me fair.

But no one knows of my plans or others
will try to do the work ^{first} and take the commission
away from you. People have already written me
like you but there has not yet been any definite
offer of price by them.

My plans are this: Nordman is trying to force me
to give him 51% of the boat. I don't know what for.
The boat belongs to me 100% and according to the option
contract no charges, taxes, liens, law suits or any expenses
can be charged against her. This contract is registered in
Honolulu by my Government as "Liber 2156, pages 247-249."
If the people, ^{people} don't turn the Chey Ho over to me 100% and
undamaged, I shall write all 500 members of Congress in
Washington, and in not all no support of the Assembly
Nationale of the Chey Ho to swindle and shall demand an
enactment of the

Alaska, your friends, etc.

*Bitte, dieses mit Kopie des Briefes den ich heute abschickte, zu machen
denach eine Woche - ihn zu schreiben. Du sollst dich mit der
Cheng Ho Geschichte up-to-date halten so dass Du mir Rat geben
kannst. Wir dürfen nicht erwarten
zu gewinnen aller wenn wir kein
Geld können, und ich meine
diese Eltern auch, so viel tun. Schick
mir andere Kopie davon in die Zukunft.*

Botanisches Museum
Königin-Luise-Str.6-8
Berlin-Dahlem, Germany U.S.Zon
November 26, 1952

M. Tony Révillon,
Le Secrétaire d'Etat aux Affaires Economiques,
41 Quai Branly, Paris VII.

Dear M. Révillon:

May I remind you that about six months ago I explained to you and the Deputies of the Assemblée Nationale about the Cheng Ho swindle. The Government in Paris, I am convinced, is sincere in wishing justice done. But I fear the people in Tahiti are still attempting to deprive me of my property.

I think you can understand that I am losing patience. Unless we can come to some mutually satisfactory settlement before long I plan not to call upon your Deputies as before but to mail copies of pertinent letters, documents and brochures of the case, brought up to date, to the 500 or so members of my Congress in Washington. Due to the present political turmoil I shall postpone my campaign until January, also enabling you, if you so desire, sufficient time to contact Tahiti about Cheng Ho matters there.

I have been recently in Paris, visiting the Jardin des Plantes and Bot. Museum, I have been in Vienna, visiting the Naturhistorisches Museum there; and I am now working on Hawaiian plants stored in the Bot. Museum in Berlin-Dahlem. From my stay in three cities, two surrounded by Russians, I have a better idea now of the necessity of pushing the Marshall and other Plans for European aid. But I do feel that when my Congress votes aid for France that a rider must accompany the bill that my claim of 60,000 Dollars against the French Government for the near-piratical theft and despoiling of my vessel Cheng Ho be paid first.. As an American citizen whose taxes help finance such plans I certainly have a right to make my complaints known to my own lawmakers. I have cancelled my sailing on the "Marsaillaise" (passage No.4664), which left France Nov. 10, so as to remain within easy reach of Paris and Washington where the Cheng Ho settlement must be made. There is no purpose of my going to Tahiti anymore.

As it now stands:

1. The rightful owner, Dr. Otto Degener, American citizen resident in the Territory of Hawaii, U.S.I.A., with others started the "Cheng Ho Trading and Exploring Company," incorporated in Honolulu, Hawaii. He then sold his vessel, the Cheng Ho, for shares to the company he had formed on condition he own the option to purchase the vessel at the appraised valuation (75,000 Dollars) after five years, namely in July 1952, for 15,000 Dollars. According to the contract, registered in Honolulu (Liber 2156, pages 247-249), "The said Cheng Ho shall be transferred and delivered to the said Otto Degener in event such option is exercised, together with her engines, machinery, masts, boats, anchors, cables, tackle, furniture and all other necessities thereunto appertaining and belonging on board and free of all liens, claims, taxes and incumbrances of any nature whatsoever."

2. The Cheng Ho was commissioned by Degener and associates to sail on a trading voyage to Tahiti, the Captain being Eric deBisschop,

ally an American vessel belonging to an American company!

4. This fraud was perpetrated, as Court action in Honolulu proved, in the "Office of the Governor of Tahiti."

5. After eight months of illegal francization and ownership (not then known to the other stockholders) by the piratical swindler Eric deBisschop the Cheng Ho was again appraised. It was then found that the valuation had decreased by 15,000 dollars, namely to 60,000 dollars. This was due to the theft or illegal sale by the ex-Consul deBisschop of motorboat or launch and other equipment, and the illegal tearing out of teak and campho wood cabins.

6. Besides the Cheng Ho fiasco, deBisschop owed Degener and associates over 3,000 dollars cash in bad debts. Dr. Degener's Honolulu attorney then engaged the Papeete attorney Hoppenstedt to help settle this claim in the Tahiti Courts. After accepting a fee of 250 dollars, the Tahiti attorney showed no more interest in the case. To safe-guard his own assets and as agent for his associates, Degener then decided to visit Tahiti personally. As his route would pass through New Caledonia, a request was made to the Governors of both New Caledonia and Tahiti for visas to visit their islands. In New Caledonia, where he owns no assets, he was granted permission to stay a year. In Tahiti, where he and associates own assets & in excess of 60,000 dollars and where a fraud was perpetrated against him in the Office of the Governor of Tahiti, permission to land was denied. This was obviously an attempt by the Government of Tahiti to sabotage American citizens from collecting assets stolen from them by a former Consul of France then resident in their islands.

7. Protests to the American State Department and to the French Deputies of the Assemblée Nationale corrected this injustice and Dr. Degener was granted a visa to visit Tahiti for 3 months. This privilege has not yet been used by him as further developments in the Cheng Ho situation require his staying near Paris and Washington.

8. At the proper time Dr. Degener met all requirements to take up his option, maturing July 1952. The Government authorities then in Tahiti demanded, with no legal right at all, that he post a bond of 15,000 dollars in the Bank of Indo-China, a bank in a country then at Civil War. Degener refused to do so but, to show his good faith, sent the French Ambassador in Washington a receipt proving he had twice the amount of cash, namely 30,000, on deposit at the commercial bankers, C.A. Auffmordt & Co., 468 Fourth Avenue, New York City.

9. It is common knowledge that, during her illegal francization and ownership, the Cheng Ho was looted far in excess of 15,000 dollars worth of equipment and furnishings. As the option payment required by Degener to repossess his vessel was 15,000 dollars, the Cheng Ho was removed from the control of exConsul deBisschop and placed in physical control of Dr. Degener's agent in Papeete, M. Oscar Nordman.

10. It is interesting that another Government Official, M. Gallois on the Privy Council of the Governor of Tahiti, had chartered the vessel from ex-Consul deBisschop some time ago. Gallois unfortunately ran the vessel on the reef, causing damage costing about 10,000 dollars to repair. He paid the bill, obviously because he was at fault; deBisschop did not. But when the French Officials in Tahiti learned that the American Degener demanded the return of the stolen Cheng Ho, the Privy Councillor attempted to force the American to reimburse him for the repair charges already paid. This just shows the shullduggery to which some Government Officials in Tahiti will go in their attempt to swindle an American. It also brings up the

11. The past and present Government Officials in Tahiti, prevented by their honest superiors in Paris from stealing the Cheng Ho outright, now attempt to gain control of the vessel by trickery.

12. The Officials in Tahiti (according to Dr. Degener's agent) demand that because the Cheng Ho is under French Registry, itself an act of fraud perpetrated by past and present Government Officials and a breach of the option contract, Dr. Degener must turn over 51% of the shares of a new trading company he planned starting, to French citizens. This demand is based on a lie. Recent Court action in Paris (involving the ship "Vega") established the fact that an American citizen can own a vessel outright, trade in French waters and fly the French flag on condition he employ a French citizen as Manager. No law requires me to relinquish 51% of my vessel! By this trickery the conspirators are trying to deprive Degener not only of more than half the vessel (or a loss in assets of more than 30,000 dollars) but entire control of her. The Frenchman owning 51% of the stock could vote himself president of the company, at a fabulous salary that would give him all possible profits of the business.

13. Dr. Degener recently heard from his agent in Tahiti, M. Oscar Nordman, that it is "absurd" to think the Cheng Ho is worth 60,000 dollars any more. He received confidential verification of this statement from recent American visitors to Tahiti whom he had instructed to investigate the swindle for him. There is little wonder about the condition of the Cheng Ho after past and present French Government Officials for about six years have despoiled the vessel of its equipment and cabins, wrecked it on the reef, and are holding it constantly in teredo-infested tropical waters in an attempt to force the rightful owner to sign 51% of the vessel over to them because it is under French Registry, a Registry never authorized by the owner but perpetrated by the swindler and exConsul Eric deBisschop and his French Official henchmen by fraud.

I, Otto Degener, therefore refuse to accept the Cheng Ho in her derelict state from the French Government and shall ask each member of my Congress in Washington to press my claim for 60,000 dollars damages from the French Government for her illegal loss to me.

I feel that the French Officials in Paris have tried to be eminently fair in this matter but that their rapacious employees in the Society Islands pay little attention to the wishes of their superiors. As mentioned before, I shall not begin action until January first, enabling your Office to familiarize itself with this swindle and contact me if so desired.

Yours sincerely,

Otto Degener

Nov. 27, 1952

Dear Mr. Degener

I have your two letters from Berlin, one dated Oct. 28, and the other undated, but both of them are the same.

Now friend, you are accusing me of being a poor business man and unable to forge ahead with the "Cheng Ho" affairs - well it is too bad that you feel that way, after all I have done with Maitre Lefevre -

First you must realize that before starting a Company, you must own back the vessel, this is not done for the simple matter, that you hav'nt cleared yourself from Eric de Bisschop. - Since July 7th that the vessel is supposed to be yours but you hav'nt done anything.

(2)

You must produce The option documents, and settle the arguments pending between you and Eric de Bischoff over The \$15000, after this than talk forming a Company - or take The vessel away from here.

I have worked hard on your affair - The photostat and copies of the option doesnt work here, you must produce The original option.

What's all this about 51% and 49% - My 51% is only on paper I am simply lending my name to form The Company, that means that you have $51\% + 49\% = 100\%$.

If you insist of claiming \$60000 from the French Govt. will probably a case that will run for years, but you know better.

(3)

I believe the proceedings will amount in some money.

I know how you feel, but you had to do with a swindler like Eric de Bischof.

I have worked honestly with you, and now the old "Cheng Ho" is restlessly swiveling night and day at her anchorage, and if you don't act quickly, she will be eating away by torpedoes.

The best thing for you to do, is to settle with Eric de Bischof and take the vessel away from here.

With best wishes to you, for a Merry Xmas & a happy New Year

Sincerely

Oscar

Nov. 30, 1952

Dear Otto —

Please excuse my writing so late to you. Last week, Miriam and I drove over to your Whistler beach home to see about Kai and how conditions are over there. The last tidal wave which hit these islands fortunately didn't do any damage whatsoever to your place although one can see the water line which the tidal wave left back when it receded.

When we drove into your yard, the place look empty and deserted. Doors and windows of the home were all so securely locked that we could find no way of getting in.

No plants have grown since

I last saw them, especially the monkey fruits which are spreading themselves all over & with their ripen fruits littering the ground.

After awhile we took our light luncheon snack over to the front of the house. We were about through with our feast when a young couple startled us by making their appearance. After the introductions, we found out that they are your new occupants of the upper portion of your home - both melihinis from New Jersey and newly wed the day before, Mr. and Mrs. Schneider. I guess that Mr. Dawson must have wrote to you about them, for it was through him that Mr. Schneider come to

know about your place.

They knew about your anxiety over Kai and have after tried to coax him into staying with them by placing his food outside. But somehow he's never around too long and from what they've learned, most likely Kai is making his home with the Tootsburys. (is that the correct spelling?)

Any way, Mr. and Mrs. Schneider are very much in love with your place and I'm quite confident that they will try and make the place look better.

The cat have eaten up what fish was left in your pond, leaving nothing but scum and decaying matter. Well, the Schneiders have cleaned up the mess and she is now dry and

neat.

Now as to the Chen-ho. It's a rather sudden assignment. Contacting those Chinese people in Taipei without any names as business addresses to go by will take us a little time. But from what my brother-in-law, Richard Sam, have told me, he's trying to do it through the local Chinese Chamber of Commerce, Banks, etc. At the present writing, I have no concrete information to relay to you but will certainly do so as soon as my contact is in the offing.

Well, I guess that's about all there is to say, but before closing, we would like to know more of your adventures from time to time.

Aloha & Mele Kalikimaka
Hung Sen & Miriam

Next address: Botanischer Garten u. Museum,
Königin-Luise-Strasse 6,
Berlin-Dahlem, Germany.
(U. S. Zone)
Oct 28. 1952

Dear Oscar:

I received your letters, but I don't see any progress in our case. Instead of starting a Company and earning money, the colonial officials are trying to force me, illegally, to surrender 51% of the vessel, and you seem powerless to stop it! That is not what my contract demanded. It is stated that French Law demands this surrender of 51% of the shares. That is a lie. In the recent Court case, the "Vega" belongs 100% to an American, flies the French flag and, to meet French Law, has a French citizen as Manager of the Company. What is true for the "Vega" is true for the "Cheong Ho."

I can't do a thing so long as my U. S. is in the throes of voting for President and Congressmen, and very little until my Congressmen are seated in Washington. When that is done, I shall send printed leaflets to the 500 ± Congressman and another set to the Deputies of the Assemblée Nationale demanding my \$60,000 because Government Officials, not private citizens, ever since about 6 years ago have been conspiring to steal the "Cheong Ho" from me. I shall

it out until Paris asks Washington for a loan.
I want the \$60,000 taken out of that loan and
turned over to me.

Whether the Cheng Ho floats or sinks, it is the fault of the French Government, not mine, and it does not change the claim sum of \$60,000.

No use sending the sails to Tahiti during all this confusion & losing them. I intend to use them at my beach place for awnings and a "Cabanya" unless circumstances change.
I am now in N. H. ...

I am now in Vienna but will soon be at the Botanic Garden in Berlin, working up Haw. plants there. I want to stay near Paris until I get more information from Tahiti from you and a tourist friend of mine who is going to Tahiti. I have cancelled my Messagerie Maritimes booking for Tahiti and am slowly turning back to Paris & Washington where the fate of the "Cheu Ho" will be decided. Tahiti has little to say in the matter. Then, on getting my cash, I shall return to Honolulu. It may involve a law suit in the International Court ^{on a contingency basis with the lawyer,} ~~Why should I waste my time and cash~~ coming to Tahiti when you write no business can be done there any way unless I practically give my vessel and ^{document showing} ~~document~~ ^{to stay near Paris & Wash-} ~~ing ton.~~ ^{ing ton.} I thought you were a serious business man who could free ahead ^{with Cheu Ho affairs.} It is a shame that your governor and local officials must be bow-berded anew with complaints from Paris, but so long as they do not follow instructions and ^{every at this time} ~~same try to~~ grab my vessel illegally, it is their ^{only} ~~fault.~~ There are still a few more ^{in the time before} ~~in the time before~~ I must ^{disturb you to answer my printed letters.} ~~disturb you to answer my printed letters.~~ The ^{fact that they ignore the "Cheu Ho" is} ~~fact that they ignore the "Cheu Ho" is~~ ^{the} ~~the~~

ADRESSE TELEGRAPHIQUE
OCEANIC

SERVICE DE RAVITAILLEMENT MARITIME

MAISON NORDMAN

FOURNISSEUR - SHIPCHANDLER

PAPEETE - TAHITI December 11, 1952

CABLE ADDRESS
OCEANIC

Mr. Otto Degener
C/o American Express Co.
Paris France

Dear Mr. Degener

I have your letter post marked, Berlin, Germany, and contents duly noted.

You must realize that you have an obligation with Mr. Eric de Bisschop, for the amount of \$15000.00, due July 7 1952. I wrote you several times regarding this matter, and before you can form a Company, this obligation must be fulfilled.

Monsieur Lejeune, Notary Public, wanted to put a claim against Mr. Eric de Bisschop, for dismembering the vessel, and that may result in cancelling the \$15000.00 that you had to pay.

Now you want to fight the French Government, for the payment of \$60.000.00,... the " Cheng Ho " is still demobilized, and from I hear Mr. Eric de Bisschop, is to arrive at Papeete on the 25th of december 1952.

If Capt. Eric de Bisschop, has fraudulently cheated the authorities in Tahiti, and gained the transfer of the vessel from American to French registry, he will be punished, the Government of French Oceania can only arrest Capt. Eric de Bisschop.

Why dont you act differently, and have Monsieur Lejeune take the affair in hand instead of you messing about the case with the State Department.

I know for fact that the claim that Mr. Gallois has against the " Cheng Ho " will be thrown out of Court, if he try to take it to Court.

I hope I said enough for this time, wishing you a Merry Christmas a Happy and Prosperous New Year

Faithfully yours

Oscar B. Nordman
Oscar G. Nordman