



Hunt Institute for Botanical Documentation
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Email: huntinst@andrew.cmu.edu
Web site: www.huntbotanical.org

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About the Institute

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

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

D I O G R A M W I R E L E S S

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VIA MACKAY RADIO

TOM C CLARK ATTORNEY GENERAL
DEPARTMENT OF JUSTICE BUILDING
WASHINGTON D C

ERIC DE BISSCHOP FORMER VICHY CONSUL HONOLULU DEPORTED NOVEMBER
1947 HAS RETURNED TO HONOLULU IN VIOLATION OF TITLE 18 SECTION 180

USCA STOP UNDERSIGNED AMERICAN CITIZENS REQUEST PROSECUTION

OTTO DEGENER
HAROLD ENGLISH
ROY FEILER
EMILIO ORDONEZ

Hodlock

450 Atty Hodlock

ck 46
Sept. 23-57, 1948
11575
1244
7.19

Phone 50511 - 59512 for Globe Messenger

Malaya

~~2126.49 total costs~~
~~43.25~~

~~1197.16~~
~~86.49~~

~~1885~~
86.49 costs
8. subpoenas
appr. 15. Goodwin
Clinton 25. of Brit. Mus.
5.00. Ingerman
75. ch. lds
7.50. Clark min.
13.01. Talapenas

2 | 675.00
337.50

Malaya 874.66 ^{new}
- 43.25 ^{1/2 paid}
917.91
482.80
435.11

125 ^{1/2 paid}
462.50
20.30 ^{1/2 paid}
482.80

^{2. interest}
Total 437.11

Degener

1793.76	bees
86.49	costs
4	interest
<hr/>	
1884.25	

437.11	Malayo
500.	English
<hr/>	
937.11	

1884.25	
937.11	- E & M
<hr/>	
947.14	-
26.84	Ingram
<hr/>	
920.30	Degener

English

21675
337.50
100. loan
437.50

919.10
43.24 $\frac{1}{2}$ of cost
962.34
437.50
524.84
2. interest

Total

526.84

20% a year
option to buy at 150%

$\frac{1}{2}$ and $\frac{1}{2}$

30 days

3000
~~6000~~
20%

600.00

Degever Suggests -

Arbitrary figure ~~than~~ \$10 or \$15,000
rather than option arrangement suggested.
Registration - inform Gilligan
of possible difficulties as I don't
want him to think there is any bad
faith involved.

Archer called - nothing new

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII
APRIL TERM 1948

SATURNINO MALAYO and
HAROLD ENGLISH,

Libellants,

vs.

The Junk CHENG HO, Her Engines,
Tackle, Apparel, Furniture, etc.,

Respondent.

IN ADMIRALTY
NO. 408

SATISFACTION OF FINAL DECREE

NOV 30 1948

FILED

at ✓ o'clock and 25 minutes ✓ m.

⑤ Wm. F. Thompson, Jr., Clerk

By

Deputy Clerk

WINSTON C. INGMAN
410 Merchandise Mart Bldg.
Honolulu, T. H.

Proctor for Libellants.

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII
APRIL TERM 1948

SATURNINO MALAYO and
HAROLD ENGLISH,

Libellants,

vs.

The Junk CHENG HO, Her Engines,
Tackle, Apparel, Furniture, etc.,

Respondent.

IN ADMIRALTY
NO. 408

SATISFACTION OF FINAL DECREE

Come now SATURNINO MALAYO and HAROLD ENGLISH,
Libellants in the above entitled cause, and hereby admit
payment and full satisfaction of the Final Decree entered
in said cause on November 10, 1948.

Dated at Honolulu, T. H., this 30th day of November,
1948.

SATURNINO MALAYO and
HAROLD ENGLISH, Libellants

By *(s) Winston C. Ingman*
Winston C. Ingman, Their Proctor

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII
APRIL TERM 1948

SATURNINO MALAYO and
HAROLD ENGLISH,

Libellants,

vs.

The Junk CHENG HO, Her Engines,
Tackle, Apparel, Furniture, etc.,

Respondent.

IN ADMIRALTY
NO. 408.

SATISFACTION OF FINAL DECREE

NOV 30 1948

FILED

at ✓ o'clock and 35 minutes a. m.

By Wm. F. Thompson, Jr., Clerk

By _____
Deputy Clerk

WINSTON C. INGMAN
410 Merchandise Mart Bldg.
Honolulu, T. H.

Proctor for Libellants.

TERRITORY OF HAWAII

Libellants,

vs.

Respondent.

SATISFACTION OF FINAL DECREE

Dated at Honolulu, T. H., this 30th day of November,
1948.

SATURNINO MALAYO and
HAROLD ENGLISH, Libellants

By Winston C. Ingman
Winston C. Ingman, Their Proctor

THIS AGREEMENT made and entered into this 29th day of November, A. D. 1948 by and between VERN V. GILLIGAN, Party of the First Part, and OTTO DEGENER, Party of the Second Part, both of Honolulu, City and County of Honolulu, Territory of Hawaii.

W I T N E S S E T H :

WHEREAS, Party of the First Part was high bidder at a judicial sale of the Junk Yacht CHENG HO held at Honolulu aforesaid on this date and will become entitled, upon confirmation of sale by the Court, to full and complete ownership of said Junk Yacht Cheng Ho; and

WHEREAS, Party of the Second Part is the owner of a set of henna-colored sails obtained for said Junk Yacht Cheng Ho by former owner of said Junk Yacht, said set of henna-colored sails being valued at \$2,000.00;

NOW, THEREFORE, the parties hereto agree as follows:

Party of the Second Part hereby sells, transfers and delivers said set of sails to Party of the First Part, it being understood that said set of sails are now located at the residence of Party of the Second Part at Lot Two, Mokuleia Beach, Mokuleia, Oahu, Territory of Hawaii, and that the Party of the First Part shall bear all expenses of removal of said set of sails. No warranty of any kind is made with respect to said sails except that the Party of the Second Part has good right to sell, transfer and deliver them as aforesaid.

Party of the First Part grants unto Party of the Second Part the right to make one round trip a year, for ten (10) years, with companion chosen by Party of the Second Part, from Honolulu to such other port in the Pacific and return as may be visited by said Junk Yacht during said year, the first such round trip

to be made in the calendar year 1949 and thereafter for each calendar year up to and including 1958. It is understood and agreed that in the event said Junk Yacht fails for any reason to make a trip in any of said years, Party of the Second Part, with companion, shall not be entitled to a trip for such year, save and except, however, that should said Junk Yacht be transferred out of the ownership of Party of the First Part to a third person or to any firm or corporation in which Party of the First Part owns less than a majority of the controlling shares, or should Party of the First Part become bankrupt or insolvent, or should any firm or corporation owning said Junk Yacht in which Party of the First Part maintains the controlling interest become bankrupt or insolvent, then Party of the Second Part shall become entitled to reimbursement, in lawful money of the United States of America, at the rate of \$200.00 per year for such years as are at such time unexpired under this agreement in which Party of the Second Part would otherwise be entitled to one round trip per year with companion. Party of the First Part in the event of such transfer of ownership, bankruptcy or insolvency shall immediately pay unto Party of the Second Part, in lawful money of the United States of America, such multiple of \$200.00 as there are years then unexpired under the terms of this agreement.

IT IS UNDERSTOOD AND AGREED that no charges for food ^{of veg.} _{sh.} maintenance shall be made to Party of the Second Part or his companion during any of the trips provided for herein, and that suitable ^{of veg.} _{sh.} quarters shall be provided to Party of the Second Part and his companion during said trip.

IN WITNESS WHEREOF, the parties hereof have hereunto set their hands the day and year first above written.

THIS AGREEMENT made and entered into this 29th day of November, A. D. 1948 by and between VERN V. GILLIGAN, Party of the First Part, and OTTO DEGENER, Party of the Second Part, both of Honolulu, City and County of Honolulu, Territory of Hawaii.

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IN WITNESS WHEREOF, the parties hereof have hereunto set their hands the day and year first above written.

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII

SATURNINO MALAYO and
HAROLD ENGLISH,

Libelants,

vs.

The Junk CHENG HO, Her Engines,
Tackle, Apparel, Furniture, etc.,

Respondent.

IN ADMIRALTY
NO. 408

NOTICE OF SALE

WINSTON C. INGMAN
410 Merchandise Mart Bldg.
Honolulu, T. H.

Proctor for Libelants

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII

SATURNINO MALAYO and
HAROLD ENGLISH,

Libelants,

vs.

The Junk CHENG HO, Her Engines,
Tackle, Apparel, Furniture, etc.,

Respondent.

IN ADMIRALTY
NO. 408

NOTICE OF SALE

NOTICE IS HEREBY GIVEN that the ~~Junk CHENG HO~~, a vessel purporting to be registered under the laws of the Republic of France, and to have Papeete, Tahiti as its home port, which vessel is believed but not warranted to be approximately of the dimensions and descriptions set forth below:

Length overall	98 feet
Length Water Line	85 feet
Beam extreme	24 feet
Draft	9 feet
Twin Screw Diesel	225 Horsepower each
Make "Gray"	
Gross Tonnage	about 125 tons
Net Tonnage	about 100 tons
Built in	1939 at Hong Kong, China
Material	- Teak and Yakal

together with her Engines, Tackle, Apparel, Furniture, etc., will be sold at public auction, under order of the United States District Court for the Territory of Hawaii, on the 29th day of November, 1948, at 12 o'clock, Noon, on board the said vessel at Pier 7, in Honolulu, Territory of Hawaii, to satisfy a decree dated November 10, 1948 in the above entitled action.

Dated at Honolulu, T. H., November 22nd, 1948.

/s/ Otto F. Heine

U. S. Marshal

WINSTON C. INGMAN
410 Merchandise Mart Bldg.
Honolulu, T. H.

Proctor for Libelants.

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII

ADM. NO. 408

SATURNINO MALAYO and HAROLD ENGLISH, Libelants,

vs.

The Junk CHENG HO, Her Engines, Tackle, Apparel, Furniture, etc.,
Respondent.

THE PRESIDENT OF THE UNITED STATES OF AMERICA

To the Marshal of the United States of America
for the Territory of Hawaii -- Greetings:

re - 60
WHEREAS, a Libel¹ was filed in the District Court of the United States for the Territory of Hawaii on the 2nd day of September, 1948 by SATURNINO MALAYO and HAROLD ENGLISH, Libelants above named, against the Junk CHENG HO, Her Engines, Tackle, Apparel, Furniture, etc., and praying that the same be condemned and sold to answer the prayer of the said Libel; and

WHEREAS, the said vessel has been attached by process issued out of the said District Court in pursuance of the said Libel and is now in custody by virtue thereof; and such proceedings have been thereupon had that by the ~~final~~ Decree of the said Court in this cause made and pronounced, on the 10th day of November, 1948, the said Cheng Ho, Her Engines, Tackle, Apparel, Furniture, etc., was ordered to be sold by you, the said Marshal, after giving six (6) days' notice of such sale, according to law; and that you have the moneys arising from such sale, together with this Writ, at a District Court of the United States, to be held for the District of Hawaii, at the City of Honolulu, on the ~~1st~~ day of ~~December~~ *Jan*, 1949, and that you then pay the same to the Clerk of the Court;

YOU ARE THEREFORE HEREBY COMMANDED to cause the said Cheng Ho, Her Engines, Tackle, Apparel, Furniture, etc., to be sold in manner and form, upon the notice, and at the time and place by law required. And that you have, and pay the moneys arising from such sale, pursuant to the aforesaid order and decree; and have you also then and there this Writ.

WITNESS, the Honorable J. Frank McLaughlin, Judge of the said Court, at the City of Honolulu, in the Territory of Hawaii, this 22nd day of November, 1948, and of our Independence, the one hundred and seventy-second.

/s/ Wm. F. Thompson, Jr.

Clerk

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF HAWAII
OCTOBER TERM 1948

SATURNINO MALAYO and HAROLD ENGLISH,

Libelants,

vs.

THE JUNK CHENG HO, her engines, tackle,
apparel, furniture, etc.

Respondent.

IN REM.

ADMIRALTY 408

MOTION AND PETITION FOR LEAVE TO INTERVENE

Received a copy of the
Motion and Petition
this 8th day of November,
1948.

WALTER D. ACKERMAN, JR.
Attorney General
Territory of Hawaii

WILLIAM M. BLATT
Deputy Attorney General
Territory of Hawaii

Proctors for Petitioner

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF HAWAII
OCTOBER TERM 1948

SATURNINO MALAYO and HAROLD ENGLISH,
Libelants,

vs.

THE JUNK CHENG HO, her engines, tackle,
apparel, furniture, etc.,

Respondent.

IN HON.

ADMIRALTY 408

PETITION FOR LEAVE TO INTERVENE

TO THE HONORABLE, THE JUDGE OF THE DISTRICT COURT OF THE UNITED STATES, HEREIN AND FOR THE TERRITORY OF HAWAII:

The undersigned, the Board of Harbor Commissioners of the Territory of Hawaii, respectfully represent unto this Honorable Court as follows:

That H. M. Belt, Le Roy C. Bush, A. T. Longley, William W. Monahan and Arthur S. Stubenberg, are the duly appointed, qualified and acting members of the Board of Harbor Commissioners of the Territory of Hawaii, and file this Petition for Leave to Intervene;

That said Board of Harbor Commissioners has a maritime lien and a Cause civil and maritime of contract against the said Junk Cheng Ho, her engines, tackle, apparel, furniture, etc. in the full and true sum of \$80.02, the same being for:

Harbor fee		\$	2.00
Pilotage In			8.00
Moving ship 1/3 pilotage			8.00
Wharfage 1/2 day	136 tons	@ .032	2.16
Wharfage 27 1/2 days	136 tons	@ .016	29.84

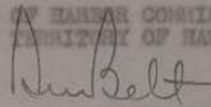
That the aforesaid pilotage and wharfage were furnished at Honolulu harbor and within the admiralty and maritime jurisdiction of this Honorable Court by the Board of Harbor Commis-

sioners of the Territory of Hawaii during the period July 31, 1948 to and including September 1, 1948, at the instance and request of one Eric de Bisschop, Master of said vessel, to and upon the credit of the aforesaid Junk Cheng No.

Wherefore your petitioner prays that the said Board of Harbor Commissioners be granted leave to intervene in and become co-libelants in the above entitled Court and Cause of the Junk Cheng No, her engines, tackle, apparel, furniture, etc. and that supplementary process issue herein, and that your petitioner be allowed its claim against the said Junk Cheng No as aforesaid and for such other and further relief as this Honorable Court shall deem meet in the premises.

Dated at Honolulu, T. H., November 27, A. D. 1948.

THE BOARD OF HARBOR COMMISSIONERS
OF THE TERRITORY OF HAWAII


Chairman

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

H. M. Belt being duly sworn, deposes and says that he is the Chairman of the Board of Harbor Commissioners of the Territory of Hawaii, libelant, that he has read the foregoing Petition and knows the contents thereof, and that the same is true of his own knowledge except as to those matters therein stated to be alleged upon information and belief, and that as to those matters he believes it to be true.

That the reason this verification is made by deponent is that he is an officer and chairman of the Board of Harbor

Commissioners of the Territory of Hawaii which Board can act only through its officers.

That the sources of deponents information and the grounds of his belief as to all matters not stated in the petition to be alleged upon his own knowledge are reports made to him by employees and records of the Board of Harbor Commissioners of the Territory of Hawaii.

Hubert

Chairman, Board of Harbor Commissioners, Territory of Hawaii

Subscribed and sworn to before me this 27 day of November, 1948.

Quint Harrison
Notary Public, First Judicial Circuit, Territory of Hawaii

My commission expires June 30, 1949

My commission expires _____

WALTER D. ACKERMAN, JR.
Attorney General
Territory of Hawaii

WILLIAM H. BLATT
Deputy Attorney General
Territory of Hawaii

By _____

Proctors for Petitioner

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF HAWAII
OCTOBER TERM 1948

SATURNINO MALAYO and HAROLD ENGLISH,

Libelants,

vs.

THE JUNK CHENG HO, her engines, tackle,
apparel, furniture, etc.,

Respondent.

IN REM.

ADMIRALTY 408

MOTION FOR LEAVE TO INTERVENE

Comes now the Board of Harbor Commissioners of the Territory of Hawaii by Walter D. Ackerman, Jr., Attorney General of the Territory of Hawaii, and William M. Blatt, Deputy Attorney General of the Territory of Hawaii, Proctors, and based upon the verified Petition for Leave to Intervene a copy of which is hereto attached, moves this Honorable Court for leave to file its intervening libel for wharfage and pilotage herein.

WALTER D. ACKERMAN, JR.
Attorney General
Territory of Hawaii

WILLIAM M. BLATT
Deputy Attorney General
Territory of Hawaii

By _____

Proctors for Petitioner

September 22, 1947

Commissioner of Customs
Washington, D. C.

Dear Sir:

We are writing this letter on behalf of our client, Cheng Ho Trading and Exploring Co., Ltd., who has had some difficulty in securing the registration of its vessel, the Cheng Ho, as a vessel of the United States. We have been advised by the local office of the Collector of Customs, that the question as to whether this vessel may be so registered, has been submitted to the Commissioner in Washington.

The Cheng Ho was in the service of the Navy during the War and was turned back to Mrs. Anne Archbold, a United States citizen, by the Shipping Board at the end of the War. The section of the United States Code which appears to be involved is Title 46, Section 808, which provides for the registration of foreign built vessels, if they are sold, leased or chartered to a person who is a citizen of the United States while owned, leased or chartered by such a person. The local Customs Office has taken the view that since the original citizen to whom the vessel was turned back, namely, Mrs. Anne Archbold, is no longer the owner, that the vessel may therefore, not be registered as an American vessel. We believe that this is a misinterpretation of Section 808, as the Section provides that such vessel may be registered while owned, leased or chartered by "such a person". We take this to mean that so long as the person owning the vessel is an American citizen, it may be so registered even though it is not the original citizen to whom the boat was turned back. For your information, due proof has been submitted to the Customs Office at Honolulu, that seventy-five per cent (75%) of the stock of the Cheng Ho Trading and Exploring Co., Ltd. is owned by citizens of the United States and that all of the Directors of the Corporation are now citizens.

Commissioner of Customs
Washington, D. C.

September 22, 1947

Due to the fact that the investment of the stockholders of the Company is being jeopardized by delay in registration of the vessel, it is respectfully requested that all possible expedition be made in the ruling of the Commissioner respecting this matter.

Very truly yours,

HUGHES & INGMAN

Winston C. Ingman

WCI:HPL

4.00
 3, 1950
 \$ 100.00 interest yearly

~~July 1, 1949~~
~~Jan 1, 1950~~
~~July 1, 1950~~
~~Jan 1, 1951~~

July 1, 1949 - 500 + 100.

Jan 1, 1950 - 500 + 75.

July 1, 1950 - 500 + 50.

Jan 1, 1951 - 500 + 25.

~~3000 + 1500~~
 2000 + 250

\$ 2250 for Paradise
 2176 is already paid
 4426 account of
 1500 to be paid
 by me in
 double

11/6

2500
 1250

1000
 2000
 7500
 7500

LEGAL NOTICES

IN THE UNITED STATES DISTRICT
COURT FOR THE TERRITORY OF
HAWAII

SATURNINO MALAYO and
HAROLD ENGLISH, Libelants, vs.
The Junk CHENG HO, Her Engines,
Tackle, Apparel, Furniture, etc.,
Respondent, IN ADMIRALTY NO. 408
NOTICE OF SALE

NOTICE IS HEREBY GIVEN that the
Junk CHENG HO, a vessel purport-
ing to be registered under the laws of
the Republic of France, and to have
Papeete, Tahiti as its home port, which
vessel is believed but not warranted to
be approximately of the dimensions and
descriptions set forth below:

Length overall, 98 feet
Length Water Line, 88 feet
Beam extreme, 24 feet
Draft, 9 feet
Twin Screw Diesel, 225 Horsepower
each

Make "Gray"
Gross Tonnage about 125 tons
Net Tonnage about 100 tons
Built in 1939 at Hong Kong, China
Material—Teak and Yakal
Together with her Engines, Tackle, Ap-
parel, Furniture, etc., will be sold at
public auction, under order of the Uni-
ted States District Court for the Terri-
tory of Hawaii, on the 29th day of No-
vember, 1948, at 12 o'clock, Noon, on
board the said vessel at Pier 7, in Ho-
nolulu, Territory of Hawaii, to satisfy
a decree dated November 10, 1948 in the
above entitled action.

Dated at Honolulu, T. H., November
22nd, 1948.

(s) Otto F. Heine
U. S. Marshal
WINSTON C. INGMAN
410 Merchandise Mart Bldg.
Honolulu, T. H.
Proctor for Libelants.

(Mon. Adv. Nov. 23, 24, 25, 26, 27, 28,
1948)

*Blatt & Sons
to file petition*

*5 days in
which to
answer*

*note 1151
admiral rules
1834*

Honolulu Star Bulletin - Monday, November 22, 1948

Junk Cheng Ho To Be Sold at Auction Monday

The picturesque Chinese junk Cheng Ho, owned by the Cheng Ho Trading & Exploring Co., will be sold at auction by the U. S. marshal next Monday at noon.

Scene of the sale is Pier 7, where the craft is moored. It is to be sold to meet a court judgment of \$1,879 recently awarded by Judge J. Frank McLaughlin.

The judgment is in favor of two seamen who sued to collect back wages and stock in the company earned on a trading voyage to Tahiti last year.

According to Otto F. Heine, U. S. marshal, the Cheng Ho will be sold without an upset price to the highest bidder. The sale is subject to court approval. Appraised value of the Cheng Ho is \$80,000. It is under French registry.

Acknowledg receipt of a
copy of Notice of Sale and
Writ of Venditione Exponas
from Ingman, Atty, this 22^d
day of November, 1948.

Bernard H. Levinson
per C. J. Sotirakis

Hawaii Dist Adm Rule 93 -
Satisfaction of decree - whenever
after it or decree for a sum certain
& before execution issued thereon,
any pty shall pay into ct The
amt thereof, w/out costs, & The clerk's
Sctory charges for receiving & paying
out the money. The clerk
shall forthwith. . . . enter satisf
of record on such jt or decree,
at The charge of The pty in whose
favor such jt or decree may be rendered.

Call Flats

50 C55655 - N67

Purchaser at judicial sale
takes subject to prior recorded
option to purchase property. 139555-
Price v Town of Ruston.

1 Benedict 21 - A sale under decree
in rem is a complete divestiture
of prior liens & conveys to the purchaser
a free & unincumbered title to the
prop, the holders of such liens being
remitted to the funds in the registry
which are substituted for the vessel.
177US638, 183US424.

106 Feb 94 - The James G Swan -
decree in in rem action was res jud
as v nonappearing lien claimant for
supplies so as to preclude him from
claiming a lien on the proceeds of the
sale of the vessel.

"If they had come into ct w/i a
reasonable time, & before its adverse
to them had become finally established
beyond the power of the ct to readjust
them, it would be in accordance w/ the
practice of this ct to reopen the case,
& if nec, modify the final decree; but
it is too late to make such an application
to the ct after the time allowed by law
for the taking of an appeal has expired."

Venditioni Exponas

Tot H
Southern District of ~~NY~~, ss.:

The President of the United States of America, to the Marshal of the Southern District of NY, Greeting:

Whereas, a Libel was filed in the District Ct of the U S for the District of *Hawaii*, on the *2nd* day of *Sept.*, 1948, against the *ship* Cheng Ho, etc, and praying that the same ~~be~~ be condemned and sold to answer the prayer of the said libel; AND whereas the said ship has been attached by ~~the~~ process issued out of the said Dist Ct in pursuance of the said libel and is now in custody by virtue thereof; and such proceedings have been thereupon had that by the *final* sentence and decree of the said Ct in this cause made and pronounced, on the *10th* day of *Nov.*, 1948, the said Cheng Ho, etc were ordered to be sold by you, the said Marshal, after giving *6* days' notice of such sale, according to law; ~~And~~ that you have the moneys arising from such sale, together with this Writ, at a Dist Ct of the U S, to be held for the Dist of *Hawaii* at the City of ~~NY~~, on the *first* *11/11/11* day of *Nov.*, 1948, and that you then pay the same to the Clerk of the Court.

THEREFORE, you, the said Marshal, are HEREBY COMMANDED to cause the said *Cheng Ho* so *?* ordered to be *Sold*, to be sold in manner and form, upon the notice, and at the time and place by law required. And that you have, and pay the moneys arising from such sale, pursuant to the aforesaid order and decree; and have you also then and there this Writ.

J. Frank McCaughlin
WITNESS, the Honorable *J. Frank McCaughlin*, Judge of the said Court, at the City of *Hon. T & H*, in the District of *Hawaii* this *11th* day of *Nov.*, 1948, and of our Independence the one hundred and *seventieth*.

Return of the Marshal

In obedience to the above Precept, I have sold the ship Cheng Ho, etc and such sale amounts to \$ *.*

I have paid to the Clerk of this Court, as I am above commanded,

Dated this *11th* day of *Nov.*, 1948.

U S Mars ha l

Sale always by auction

Notice usually a publication for 6 days

Rule 71 - Hawaii District - daily

for at least 6 days unless otherwise directed in the decree

RS 939, 28 U S C A 752 - publication

~~Case~~

Venditioni expone
appeal as staying execution

Marshall's Advertisement

Notice is hereby given that the vessel ^{Smith} ~~vessel~~ ^{Smith}, a vessel of
(describing her flag, registry number, home port, and general
character and dimensions), will be sold at public auction, under
order of the U S Dist Ct for the District, on (date and hour)
at (place) to satisfy a decree dated in the action entitled
(name of action and docket number).
Dated, , 1948.

U. S. Marshal

Proctors for Libelants

Appeal - bond, \$250, for costs of appeal,
w/i 10 days after notice of appeal.
To stay proceedings on decree, apt
must give further security w/i the
time during which by the practice
of the Dist Ct the proceedings on
final decrees are stayed for the
purpose of appeal, unless such time
is extended by ~~the~~ order of the Ct.
Usually 10 days from service of
notice of entry of the final decree.
Security - bond conditioned that
apt will abide by & perform
whatever decree may be rendered
by the CCA, for such sum as may
be ordered by Dist or Circ Ct w/ sufficient

TERRITORY OF HAWAII

Libellants,

vs.

Respondent.

IN ADMIRALTY
NO. 408

SATURINO MALAYO and
HAROLD ENGLISH.

VS.

Respondent.

ORDERED that libellant SATURNINO MALAYO recover in this action against the Junk CHENG HO, Her Engines, Tackle, Apparel, Furniture, etc., the following sums:

One Hundred Fifty Dollars (\$150.00) per month contracted by respondent to be paid to libellant as cash wages from November 26, 1947, to July 31, 1948, inclusive or \$1225.00, less the sum of \$367.00 previously paid to him by said respondent-----\$858.00

One Dollar (\$1.00) per month from November 26, 1947, to July 31, 1948, inclusive, being the value found by the court of one (1) share of stock of the Cheng Ho Trading and Exploring Company, Limited, contracted by respondent to be paid to said libellant for each of said months as wages in kind-----\$ 8.00

Interest at six percent (6%) on \$866.00 from September 1, 1948, to date-----\$ 8.66

TOTAL \$874.66

ORDERED that libellant HAROLD ENGLISH recover in this action against the said Junk CHENG HO the following sums:

One Hundred Fifty Dollars (\$150.00) per month contracted by respondent to be paid to libellant as cash wages from November 26, 1947, to July 31, 1948, inclusive or \$1225.00, less the sum of \$323.00 previously

paid by him to said respondent-----\$902.00

One Dollar (\$1.00 per month from November
26, 1947, to July 31, 1948, inclusive,
being the value found by the court of one
(1) share of stock of the Cheng Ho Trading
and Exploring Company, Limited, contracted
by respondent to be paid to said libellant
for each of said months as wages in kind-----\$ 8.00

Interest at six percent (6%) on \$910.00
from September 1, 1948, to date-----\$ 9.10

TOTAL \$919.10

ORDERED that the libellants respectively recover
in this action against the said Junk CHENG HO the said above
amounts, together with Eighty Six Dollars forty nine cents
(\$86.49) costs, and the said vessel be condemned therefor

ORDERED that unless this decree be satisfied or
proceedings thereon stayed by an appeal within ten (10) days
after entry of this decree and service of a copy of same on
the proctor for respondent with notice of entry of same, the
libellants have execution against the respondent and its
stipulator for costs, their goods, chattels and lands, to
satisfy this decree

ORDERED that unless this decree be satisfied or
proceedings thereon stayed by an appeal within ten (10) days
after entry of this decree and service of a copy of same on
the proctor for respondent with notice of entry of same, the

clerk of this court issue a Writ of Venditioni Exponas to the Marshal of the District for the sale of said Junk CHENG HO, her Engines, Tackle, Apparel, Furniture, etc., on board thereof, returnable October Term, 1948, the Marshal giving six (6) days' notice of sale, pursuant to law

ORDERED that, out of the proceeds of the sale, if any, of the said Junk CHENG HO, when paid through the registry of the court, the clerk of this court pay to the libellants or their proctor the sum of Seventeen Hundred Ninety Three Dollars seventy six cents (\$1793.76), together with Eighty Six Dollars forty nine cents (\$86.49) taxed costs, plus interest at the rate of six percent (6%) from the date of this decree; and it is further

ORDERED that the clerk, after deducting the taxed costs of the officers of court, deposit the proceeds in satisfaction of this decree, subject to all priorities as they now exist.

J. Frank McLaughlin
J. FRANK McLAUGHLIN, Judge
United States District Court

Entered 11-10, 1948

SATURNINO MALAYO and
HAROLD ENGLISH.

vs.

Respondent.

IN ADMIRALTY
NO. 408

WITNESSES

<u>NAME</u>	<u>DAYS</u>	<u>AMOUNT</u>
MILTON A. GILLET	1	\$2.00
GEORGE ARCHER	1	2.00
EARL W. FUSE	1	2.00
W. S. SCHOLTZ	1	2.00
IRVING O. PECKER	1	2.00
ROBERT H. PARIS	1	2.00
RICHARD HORNER	1	<u>2.00</u>
TOTAL-----		\$14.00

TERRITORY OF HAWAII

CITY AND COUNTY OF HONOLULU

WINSTON C. INGHAM, being duly sworn, says: I am

proctor for libellants herein. The foregoing disbursements

The witnesses above named were necessary and material

witnesses on the trial of this action, or were so believed

to be, and they actually attended on the days named and we

(s) Winston C. Ingman

WINSTON C. INGMAN

Sworn to before me this

29th day of October, 1948.

15/ Edith K. Godetani

My commission expires 9-30-51

Approved in the total sum of Eighty Six Dollars

forty nine cents (\$86.49)

J. FRANK McLAUGHLIN, Judge
United States District Court

SATURNINO MALAYO and
HAROLD ENGLISH,

vs.

Respondent.

IN ADMIRALTY
NO. 408

Hunt Institute for Botanical Documentation

Libellants,

VB.

Respondent.

IN ADMIRALTY
NO. 408

Proctor's Docket fee \$20.00

Clerk's fees heretofore paid-----\$16.00

[illegible]

Costs of publication 17.19

Marshal's fees 18.80

Witness fees, as per attached schedule----- 14.00 \$66.49

TOTAL COSTS AND DISBURSEMENTS-----\$96.49

WITNESSES

<u>NAME</u>	<u>DAYS</u>	<u>AMOUNT</u>
MILTON A. GILLET	1	\$2.00
GEORGE ARCHER	1	2.00
EARL W. FUSE	1	2.00
W. S. SCHOLTZ	1	2.00
IRVING O. PECKER	1	2.00
ROBERT H. PARIS	1	2.00
RICHARD HORN	1	<u>2.00</u>
TOTAL-----		\$14.00

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

WINSTON C. INGMAN, being duly sworn, says: I am proctor for libellants herein. The foregoing disbursements have been actually and necessarily incurred and paid herein. The witnesses above named were necessary and material witnesses on the trial of this action, or were so believed to be, and they actually attended on the days named and were paid the sums indicated for witness fees.

(s) Winston C. Ingman

WINSTON C. THOMAN

Sworn to before me this

29th day of October, 1948.

15/ Edith K. Sode Tsui
Notary Public, First Judicial
Circuit, Territory of Hawaii

My commission expires 9-30-51

Approved in the total sum of Eighty Six Dollars
forty nine cents (\$86.49)

J. FRANK McLAUGHLIN, Judge
United States District Court.

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII
APRIL 1948 TERM

SATURNINO MALAYO and
HAROLD ENGLISH,

Libellants,

vs.

The Junk CHENG HO, Her Engines,
Tackle, Apparel, Furniture, etc.,

Respondent.

IN ADMIRALTY
No. 408

CONCLUSIONS OF LAW

NOV 10 1948

FILED

at 5 o'clock and 22 minutes p.m.

Wm. F. Thompson, Jr., Clerk

By

Deputy Clerk

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII
APRIL 1948 TERM

SATURNINO MALAYO and
HAROLD ENGLISH,

Libellants,

vs.

The Junk CHENG HO, Her Engines,
Tackle, Apparel, Furniture, etc.,

Respondent.

IN ADMIRALTY
No.408

CONCLUSIONS OF LAW

From the Court's findings of fact filed herein it is concluded as a matter of law as follows:

1. In view of the finding that the Junk CHENG HO is a vessel owned by an American Corporation not registered under the laws of the United States but flying a French flag and purporting to be registered under the laws of the Republic of France (although there was no satisfactory proof that the vessel was properly registered under the French flag), the Court holds that Libellants contract of employment, made in an American port, is governed by American law.
2. That respondent vessel contracted in this case to pay seamen's wages in the form of (a) money and (b) shares of stock of the Cheng Ho Trading and Exploring Company, Limited.
3. That the respondent breached its contract by failing at the end of the voyage and after demand made by the Proctor for the libellants to disburse to the libellants the balance of

money and shares of stock owing to them according to their oral contract with the vessel.

4. That no valid discharge of libellants under the principles of law applicable thereto occurred at Tahiti or at any time prior to the vessel's return to Honolulu on July 31, 1948.

5. That respondent vessel, her engines, tackle, apparel, furniture, etc., are liable to satisfy libellants' claim for wages as found by the Court in this suit in rem.

6. In view of the finding that libellants were paid in cash and offered shares of stock in full up to November 30, 1947, the Court holds that they are entitled to no further remuneration for the period prior to such date with the following exception:

(a) For the period November 26 to November 30, 1947, the Court holds that since libellants were advanced their wages in violation of the Provisions of Section 599, Title 46, United States Code, they are entitled to reimbursement in the judgment herein for said period, despite the fact that they were previously compensated for same.

(S) J. Frank McLaughlin
J. FRANK McLAUGHLIN
Judge of the above entitled Court

Entered 11-10-48 1948

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII
APRIL 1948 TERM

SATURNINO MALAYO and
HAROLD ENGLISH,

Libellants,

vs.

The Junk CHENG HO, Her Engines,
Tackle, Apparel, Furniture, etc.

Respondent.

IN ADMIRALTY
No. 408

FINDINGS OF FACT

NOV 10 1948

FILED

At 2 o'clock and 20 minutes 2 p.m.

(9) W. H. Thompson, Jr., Clerk

By _____

Deputy Clerk

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII
APRIL 1948 TERM

SATURNINO MALAYO and
HAROLD ENGLISH,

Libellants,

vs.

The Junk CHENG HO, Her Engines,
Tackle, Apparel, Furniture, etc.,

Respondent.

IN ADMIRALTY
No. 408

FINDINGS OF FACT

1. The Court finds that respondent vessel was owned by the Cheng Ho Trading and Exploring Company, Limited, a corporation organized and existing under the laws of the Territory of Hawaii, at all times on and after July 7, 1947, the date said corporation came into existence and acquired said vessel from Otto Degener, the previous owner, who is an American citizen. On November 18, 1947, and at all times since said date the respondent vessel flew the French flag and purported to be registered under the laws of the Republic of France and to have Papeete, Tahiti, as its home port.

2. The Court finds that prior to November 26, 1947, libellants were employed by respondent at Honolulu, TH, under an oral contract of hire to perform services as seamen aboard the Junk CHENG HO while in port at Honolulu, TH, and also to make a trip as seamen aboard said Junk CHENG HO to Tahiti and return.

3. The Court finds that, under their oral contract of hire with respondent, libellants were to be paid One Hundred and Fifty Dollars (150.00) per month, plus one (1) share of stock per month of the Cheng Ho Trading and Exploring Company, Limited, both for the period they were employed aboard said vessel prior to sailing and for the period of the trip to Tahiti and return.

4. The Court finds that the Libellants were paid in full up to November 30, 1947, with the following exceptions:

(a) As to Libellant SATURNINO MALAYO, on November 30, 1947, four (4) shares of stock of the Cheng Ho Trading and Exploring Company, Limited were owing from respondent unto him which said four (4) shares of stock were offered to said libellant during the course of this trial by said Cheng Ho Trading and Exploring Company, Limited, through its attorney, but were rejected by libellant's attorney on the grounds that the tender was incomplete.

(b) As to Libellant HAROLD ENGLISH, on November 30, 1947, two (2) shares of stock of the Cheng Ho Trading and Exploring Company, Limited were owing from respondent unto him for the months of October and November, 1947, and Captain ERIC DE BISSCHOFF had promised certain shares of said stock to said libellant by way of gift because of certain gratuitous services rendered aboard respondent vessel by libellant prior to October 1, 1947. During the course of this trial the Cheng Ho Trading and Exploring Company, Limited, through its attorney, offered to said libellant four (4) shares of said stock covering the period prior to November 30, 1947, which offer was rejected by the libellant's attorney on the grounds that it was an incomplete tender.

5. The Court finds that libellants were regularly employed aboard said vessel between November 26, 1947, (the date the vessel sailed from Honolulu), and July 31, 1948, (the date the vessel returned to Honolulu), inclusive, and performed services as seamen during said period entitling them to payment according to the terms of said oral contract of hire.

6. The Court finds that for the period of November 26, 1947, to July 31, 1948, Libellant SATURNINO MALAYO was paid the equivalent in Pacific (French) Francs of Three Hundred and Sixty Seven Dollars (\$367.00) and that Libellant HAROLD ENGLISH was paid the equivalent in Pacific (French) Francs of Three Hundred and Twenty Three Dollars (\$323.00) and that neither libellant was issued any shares of stock for said period, and neither libellant received any other payments for said period except that each libellant was paid in advance for the period November 26 to November 30, 1947.

7. There being no satisfactory evidence of the value of the shares of stock of the Cheng Ho Trading and Exploring Company, Limited owing to libellants, the Court finds that said shares have a nominal value of One Dollar (\$1.00) each.

(S) J. Frank McLaughlin
J. FRANK McLAUGHLIN
Judge of the above entitled Court

Entered 11-10-48 1948

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII
APRIL TERM 1948

SATURNINO MALAYO and
HAROLD ENGLISH,

Libellants,

vs.

The Junk CHENG HO, Her Engines,
Tackle, Apparel, Furniture, etc.,

Respondent.

IN ADMIRALTY
NO. 408

NOTICE

OCT 20 1948

FILED

at 2 o'clock and 12 minutes P.m.

Wm. F. Thompson, Jr., Clerk

By (CH) E. LANGWILL

Deputy Clerk

WINSTON C. INGMAN
410 Merchandise Mart Bldg.
Honolulu, TH

Proctor for Libellants

Receipt of a copy of the within
Notice, Final Decree and Bill of
Costs acknowledged this 20th
day of October, 1948.

Bernard H. Levinson
BERNARD H. LEVINSON (per E. P.)
Proctor for Respondent

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII
APRIL TERM 1948

SATURNINO MALAYO and
HAROLD ENGLISH,

Libellants,

vs.

The Junk CHENG HO, Her Engines,
Tackle, Apparel, Furniture, etc.,

Respondent.

IN ADMIRALTY
NO. 408

NOTICE

To: The Junk CHENG HO, Her Engines,
Tackle, Apparel, Furniture, etc., and
Bernard H. Levinson,
Proctor for Respondent

Please take notice that the within Bill of Costs and
Final Decree will be presented for approval and signature before
the Honorable J. Frank McLaughlin, Judge of the above entitled
Court, on the 22nd day of October, 1948, at 9
o'clock, A M.

Yours very truly,

(s) *Winston C. Ingman*

WINSTON C. INGMAN
Proctor for Libellants

In view of finding that
this is vessel owned by an
Am. corp, not registered U.S.
but purporting registered under
Rep. F. and flying the flag,
being no satisfaction that vessel
properly registered under F. flag,
this being made in Am. port
contract is governed by Am.
law

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII

SATURNINO MALAYO and
HAROLD ENGLISH,

Libellants,

vs.

THE JUNK CHENG HO, Her Engines,
Tackle, Apparel, Furniture, etc.,

Respondent.

IN ADMIRALTY

No. 408

ORAL DECISION

In the above-entitled matter, given on October 15, 1948, by
HON. J. FRANK McLAUGHLIN, Judge

APPEARANCES

WINSTON C. INGMAN, Esq., appearing for Libellants;
BERNARD H. LEVINSON, Esq., appearing for Respondent.

FILED OCT 23 1948

at 11 o'clock and 10 minutes a.m.

Wm. F. Thompson, Jr., Clerk

By _____
Deputy Clerk

ORAL DECISION

There are one or two things that I am very certain of. One is that I am quite sure that if I should take this case under advisement, I would probably know no more about the facts and the law by taking it under advisement than I think I know now, by virtue of the aid and assistance that you gentlemen have both given me and by virtue of my own efforts to some extent with respect to what the facts are. I am also quite certain of another thing, that perhaps the fiction or movie rights to this trip to Tahiti are more valuable than this suit. I say that facetiously simply because this has been a fantastic trial. It has, I will grant, at times tried my patience. And yet it has had its human and amusing and interesting side. But it is basically a suit in admiralty against a ship based on an expressed contract. And the basic question is, What was that contract and has that contract been breached?

To test credibility, bias and interest, we have allowed evidence to come in that sometimes apparently took us quite far afield. We have had all sorts of versions, honest, I believe, for the most part, as to what the contract consisted of. I won't repeat the three or four variations of the alleged contract that have been referred to, for when I add up all the testimony and divide it and analyze it and scrutinize it, it seems to me that in the light of the interest and bias

on both sides of this case that there isn't too much reliable testimony on either side as to what this contract with this crew was, save and except to my mind for the testimony of two people. I am going to base my decision essentially on their testimony,--I refer to the testimony of Gillett and Archer--for the testimony of all other witnesses in the case you can sometimes ascribe a reason why they may think that the thing was honestly thus and so. But with respect to Archer and Gillett, and more particularly Gillett, I am well satisfied that he, above all, was the most disinterested witness in this whole case. Archer comes next in that line, in my opinion. He may have had a slight interest. But I am satisfied that he told a straightforward story.

In evaluating the testimony of all others as against those two witnesses to whom I attach the greatest significance, I am satisfied that despite proposals and suggestions and ideas that when the chips were down and the company was seeking to have money added to the corporate treasury so that the ship could make a trip, when there was no reason to hide or deceive or misrepresent, when, on the other hand, people investing money had a right to know and a desire to know what the facts were, I am pretty well satisfied, as they appear in Court here without interest and tell me that the representations made to them were that the crew was to be paid \$150 per month plus one share of stock for the six weeks' trip, as well as for the

time when the ship was being made seaworthy, that I think that that is the only reliable testimony in this case upon which I can with reason and justification rely. And relying on it, as I have indicated, for the reasons are sound, I am satisfied that these two libellants as crew members of this ship went to Tahiti pursuant to such an arrangement with the ship, namely, \$150 per month plus one share of stock; and that that contract made here in America is governed by American law, even though that ship may well be of French registry. In any event, I am satisfied that if the ship be French, that the liberties which the captain of the ship took with the crew were never communicated to them. In the absence of any affirmative showing that under French law that the rights and privileges of the crew can be changed at will by a captain of a French ship, I am going to hold that a contract made here in America with these men is binding upon this ship.

I am satisfied, too, even though it doesn't amount to too much, that these men were not discharged in Tahiti. I am satisfied that the captain wanted to discharge them, and even though he did, but in the absence of an affirmative showing that such was the French law--that he had a right to discharge them for any reason that he saw fit--I am not satisfied that they were actually discharged.

And so it is that under that contract, as I find it to be, on the basis of Archer's and Gillett's testimony, I deem these

men to be entitled under that contract to that for which it provided up until the time the trip was completed, and no more when the ship returned, since they were hired for a trip and the trip was over, that they were then and there no longer entitled to any more under this particular contract, the contract upon which they are suing. The ship having failed to live up to the terms of this odd contract which it made, I believe the parties are entitled to damages in the amount of dollars provided for by the contract less those that they have been paid, and less those that they have been paid as translated into French francs.

But with respect to the stock aspect of the thing, I, of course, definitely cannot order the ship to produce stock, or indeed its owner corporation. On that score, I am not satisfied that there has been any showing made here as to the actual value currently of the shares of stock in a corporation which the ship agreed to pay off in part. Accordingly, I am going to allow simply nominal damages on that score, and find that the shares of stock have per share but a value of one dollar.

Now, I know that that decision doesn't make anybody happy, but from where I sit that is the way I see it, and if I am wrong--and as I probably am in the eyes of each of you--you have your remedies and you will not offend me in the least if you avail yourselves to the fullest of your remedies. But you

have the benefit of my honest judgment based on the evidence as I have heard it, based on my valuation of the testimony which the witnesses have produced. And so, if you will prepare the appropriate documents for my signature in accordance with the decision which I have rendered, I will sign them on presentation.

MR. INGMAN: Does your Honor see fit to award the libellants any costs?

THE COURT: I haven't reflected on that. Are you entitled to them as a matter of law?

MR. INGMAN: Yes, your Honor. I believe that is a fact.

MR. LEVINSON: If I may suggest to the Court, the law provides that the Court has within its discretion the right to determine whether costs shall or shall not be allowed.

THE COURT: Basing that discretion on what?

MR. LEVINSON: On the equity in the case. May I inquire, before your Honor passes upon that question about this: Your Honor has said nothing so far concerning that period of time for which Mr. Ingman was seeking wages prior to October first.

THE COURT: Thank you for reminding me as to that. I am satisfied on that point as to English, that he came into the picture as a paid employee in October, and that the retroactive matter all arose out of confusion with respect to his being given for work done gratis prior thereto retroactively three shares of stock.

MR. INGMAN: You say you are awarding him three dollars for that? I didn't quite understand it. Three dollars for that part?

THE COURT: No, three shares of stock is what he was promised retroactively, not wages in addition. I am satisfied on that quite definitely in the light of balancing all the testimony, including that of Mr. Degner, on that point.

MR. INGMAN: Well, it is not of any importance, but just in drafting the papers should I show the dollar a share of stock as applying in English's case for three months prior to October or not?

THE COURT: No, for the reason that I am satisfied that he was given those as a gift. It is not part of the contract. He started on contract in October. On the other hand, the three shares have been offered. You were here in Court then. And they refused them. So I repeat, that is the benefit of my best thought and judgment on the matter. If it doesn't make anybody happy, I'm sorry, but that is the way I see it.

MR. INGMAN: Well, your Honor, perhaps I had better prepare a bill of costs later, but just in the--

THE COURT: All right. Let me see what they are and what it is all about. I will pass on that separately.

MR. LEVINSON: I take it that at the time when such a bill of costs is presented we will present the question as to the propriety of allowing any costs at all.

THE COURT: Correct.

I, Albert Grain, Official Court Reporter, U. S. District Court, Honolulu, T. H., do hereby certify that the foregoing is a true and correct transcript of Oral Decision by the Hon. J. Frank McLaughlin, Judge, in Admiralty Case No. 408, in the above-named court, delivered on October 15, 1948.

Oct 22, 1948

Albert Grain

Hon. Advertiser
Sunday, October 17, 1948

WANT AD SERVICE—CA

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Trading Junk Is Ordered to Send Two Seamen Home

Federal Judge J. Frank McLaughlin has ruled that the Cheng Ho trading junk must pay two seamen for the return trip from Tahiti.

THE COURT awarded Saturnino Malayo and Harold English their claim for \$150 per month pay at the end of a month-long admiralty hearing.

The two men filed a libel for wages against the ship charging they were hired in Honolulu in July, 1947, and returned in August of this year from a trading trip to Tahiti.

THEY CLAIM the Cheng Ho Trading and Exploring Co., promised them pay and one share of stock each per month. Capt. Eric DeBisschop, master of the junk, contended the men were discharged in Tahiti and made the return trip as working passengers. The Cheng Ho sails under French registry.

JUDGE McLAUGHLIN ruled the contract was binding and the two men were entitled to pay for the full time of the trip. The court set a value of \$1 per share on the stock and ordered the ship to pay the men at that rate.

Olaa's Cane Nearly Ground

(from Page 1)

Emergent Buses Carried 360,941

Honolulu's emergent buses, which operate through Oct. 8, on 35.6 per cent of the traffic handled by Honolulu Rapid

Investigator C of the Territorial commission. Sa statistics of the only buses.

IN ALL, THE carried 360,941 passengers and revenue of \$38,000.

ON THE FIRST started, 21 buses sengers.

The single day on Oct. 2, when 33,271 patrons.

other week, an Had the stri seven modern would have b

service, Fraga As previous dents, other t fender and on pair job, were entire operati normally hear

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HONOLULU 3 MOTORSHIP
WILLIAM J. McLAUGHLIN
JUDGE OF THE DISTRICT COURT
JULY 1948

Cheng Ho Crew Members Win Wage Awards

*How Story
Bull.
10/16/48*

Two crew members of the Cheng Ho, a Chinese junk owned by the Cheng Ho Trading & Exploring Co., are entitled to wages amounting to about \$1,000 each, according to a decision by Federal Judge J. Frank McLaughlin.

Judge McLaughlin ruled in the case late Friday afternoon after a trial lasting about a month.

The suit was brought by Harold English and Saturnino Malayo, who shipped on the junk from Hawaii to Tahiti in June, 1947.

They returned as crew members in July, 1948.

According to the decision the men are entitled to pay at the rate of \$150 a month.

As part of the award, the men will receive a share of stock each, in accordance with their contract. However, Judge McLaughlin found that the value of stock in the trading company is \$1 a share and does not have a face value of \$100.

It was contended by Capt. Eric de Bisschop, skipper of the vessel that the men were paid off in full in Tahiti and were allowed to work their way back to Honolulu. The ship is registered under the French flag and is moored at Pier 7.

Value of the picturesque junk, well known in Hawaiian waters, was placed at \$60,000 by George M. Goodwin, marine surveyor, a witness in the trial. The value, however, would depend on whether a market could be found for it.

Winston C. Ingman, Attorney, represented the crew members. Bernard H. Levinson was attorney for the company.

ADJUSTER'S EXPENSE STATEMENT

FILE NO.

M

0 3459

HONOLULU, H., Sept. 17th

19 48

SURVEY - "CHENG HO"

Insurance Co.

GEORGE E. WHITAKER

ADJUSTER
FOR INSURANCE COMPANIES
HONOLULU, T. H.

Vessel: "Cheng Ho"

POLICY NO. --	ASSURED --	DATE OF LOSS HULL SURVEY
AGENCY		LOCATION
TIME TRAVELING HOURS	SERVICES \$ 25.00	
TIME ON LOSS HOURS	EXPENSES \$	
APPRAISALS, ESTIMATES AND INVENTORY . . \$	TOTAL \$ 25.00	
TRANSPORTATION \$	YOUR PROPORTION \$	
HOTELS AND MEALS \$		
AUTO \$		
LEGAL \$		
ITEMIZED INCIDENTALS \$		
TOTAL INSURANCE \$		
INSURANCE REPRESENTED \$		
THIS POLICY \$		

Received payment, 9/18/48

GEORGE E. WHITAKER

By

\$6.00 to Otto Benie for
subpoenas to 3 witnesses

~~pro hac vice~~

Robinson ^{pro hac vice}
conflict of laws p 435, p 27
lien for seamen's wages p 369 X
" " " " p 429 X
jurisdiction in case of ~~ships~~ vessels p 42, ~~pages~~ 369
Seaman definition p 279
applies to foreign ship owned by U.S. p 280
ship liquor articles applied to ship owned
by citizen p 282 X
Hand of court p 283 X
Statutes construed thus favor p 284
law of the flag p 330
nationality of thing is that
of owner p 331

~~law of forum~~ p 11, et off
Capt. as owner pro hac vice see p 280
Robinson p 279 convention
Sec 9 long variation p 11

See 13 Calif. L. Rev. 93 - "Juris-
diction over Foreigners in Admiralty
Courts" and Ex Parte Newman
14 Wall. 152, 81 U.S. 152

Levinson cited Fed. Cas. 7744
and 56 C.F. 1042 sec 471
Talbot vs. Swan 5 U.S.
Baldwin v. Jones 114 U.S. 367

Read Sec. 713, 46 U.S.C.A. - ship
owned by U.S. citizen

In general, ownership of vessel determines
nationality of vessel. Vol 58
nationality that of owner.
Sec 1, p. 30

req not compulsory p 32, 33
can register even if she owns stock p 33

The Chiquila 19 F (2) 417
18 F (2) 673

~~The Alta~~ +

Flag prima facie proof
of nat. If not properly
registered, nat. that of
owner

The Alta 136 Fed 513 69 CCA 299

Was not entitled to registry
because foreign built, still not
liable to tonnage duty for foreign
vessels, because within a vessel of US
ownership. She is Am and not foreign vessel by
virtue of ownership & citizenship.

U.S. v. Gordon 157 31
Judicially for showing. Proved that
vessel sold. "Before any change can be made
in character of vessel, after it has been proved that
she belonged to an owner, if must appear that
transfer was made to a foreigner."

U.S. v. Gordon F Cas 15472
Ownership of vessel determines nationality. Character
of vessel may be proved as any other
chattel (ship, land, and documents which
each of rigging
for shipping, etc.)
not a nationality.

Rev 4 p 302

USCA

longer, are parties still
bound by that or something
else.

For what cause was
alleged discharge made
and what law operative?

Burden of suit on Plaintiff
or not? 46 USC 604

Benedict Vol 1 p 250

There have been attempts
here and in Eng to establish jurisdiction
in regard to the seamen of
foreign ships. It has been usually
placed on grounds of comity of nations,
sometimes that there should be no
jurisdiction in such cases except by
consent of the consul or other diplo-
matic rep of foreign nation to which
the seaman or the vessel belongs.
All these arguments are fallacious.
There is no such comity of nations.
Nothing within the territory of
a nation is without its jurisdiction
and no officer of a foreign govt.
can grant or destroy the jurisdiction
of our courts.

Lambert mine case
100 F(12) 360 no new subject
permitted

Value of shares
40 shares pledged
for \$500
sale by Degener to Mrs
available
sale by ~~to~~ Corp. To
Archer
What corp

offer by Mrs. Degener
to Bracks & Schallz at
\$5.00 ~~per~~ per share

Degener's assertion that
minutes would show ~~that~~
what terms of employment were.

English's shares - on Ex. 6
Harold English - Aug 22

Degener as owner could
bind ship

Says that if ship in
drydock, no lien

Foreigner cannot be
capt of Am. vessel?

Lewis ^{says} #170 cases on ship
being repaired to go to sea -

Is it necessary for
ship to be registered to make
binding arrangements?

Quotes English as saying
ship had to be under U.S. flag
to sail out of here (in connection
with shares)

Archer's beneficial owner-
ship of stock

* Do not have to go behind
corp. veil - see sec 713

experimental trip - then
where does share of profits
come in -

several excursions to
other Islands

perps talking about
F. law - this has no app-
licability because not pleaded
or proved.

Vol 4, Berol. p. 285
about attachment being dis-
charge

F. v. —

27 F.2 183 at p 184

200 Fed. 876 at p 878

Radonic vs. The Prince Paul
45 Fed. Supp 15 at p 16
about if under the 10 years or for ship
279 Fed 68 The Norwich, Ballenland cases

showed them as members
of crew but not on deck day
age

Das testimony

Clair's testimony

Carbor of English &
Malays

English's prior employ-
ment.

1. Capt's testimony June
2. stockholders meeting in Aug
3. testimony about payments
in dailies
4. ^{stockholders} stock offered to him
5. Confused in testimony about bank
was there - when I saw him told Capt. to Capt.

Why didn't he pledge
the 15 share cert. instead
of 40 share cert.

Archer testified as to
whether he had conversation
with Degener

Testimony about a book
of expenses

\$1.00 per share of stock

English started as first
employee in October

sets

Gillatte
Archer

hired for a trip - no longer
entitled when ship got back

1500
1000
6000
1000
2100

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII
APRIL TERM 1948

SATURNINO MALAYO and
HAROLD ENGLISH,

Libelants,

vs.

The Junk CHENG HO, Her Engines,
Tackle, Apparel, Furniture, etc.

Respondent.

)
IN ADMIRALTY
NO. 408

AMENDED LIBEL IN REM FOR SEAMEN'S WAGES

WINSTON C. INGMAN
410 Merchandise Mart Bldg.
Honolulu, TH

Proctor for Libelants

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII
APRIL TERM 1948

SATURNINO MALAYO and
HAROLD ENGLISH,

Libellants,

vs.

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

Respondent.

IN ADMIRALTY

NO. 408

AMENDED LIBEL IN REM FOR SEAMEN'S WAGES

TO THE HONORABLE, THE JUDGES OF THE UNITED STATES DISTRICT COURT
FOR THE TERRITORY OF HAWAII

The amended libel of SATURNINO MALAYO and HAROLD ENGLISH
against the junk CHENG HO, her tackle, apparel, furniture, etc.,
and all persons intervening for their interest in said junk in a
cause of action for wages, respectfully shows:

FIRST CAUSE OF ACTION

I

.That libellants are, and at all times herein mentioned
were, residents of the Territory of Hawaii.

II

That on or about June 1, 1947, at Honolulu, City and
County of Honolulu, Territory of Hawaii, libellant SATURNINO
MALAYO was employed by the Cheng Ho Trading and Exploring Company,
Limited, a Hawaiian corporation, and owner of the Cheng Ho, as

a seaman on the junk Cheng Ho to make cruises to various ports in the South Pacific for an indefinite period at the wages hereinafter set forth; that on or about July 1, 1947, at said Honolulu, libellant HAROLD ENGLISH was employed by the Cheng Ho Trading and Exploring Company, Limited, aforesaid, as a seaman on the junk Cheng Ho to make cruises to various ports in the South Pacific for an indefinite period at the wages hereinafter set forth; that libellants served as crew members of the junk Cheng Ho continuously from June 1, 1947, and July 1, 1947, respectively, through August 31, 1948, and were discharged September 1, 1948.

III

That on or about July 31, 1948, said junk Cheng Ho with the libellants on board as members of the crew of said vessel arrived at Honolulu, Territory of Hawaii; that said junk Cheng Ho is now lying at Pier 8, in Honolulu, City and County of Honolulu, Territory of Hawaii and within this district.

IV

That under the terms of their contract of employment for the services performed on said junk Cheng Ho each of the libellants was entitled to wages in the amount of One Hundred and Fifty Dollars (\$150.00) cash and one One Hundred Dollar (\$100.00) par value share of Cheng Ho Trading and Exploring Company, Limited, stock per month; that the total amount of wages and stock due libellant SATURNINO BALAYO for the period from June 1, 1947, to August 31, 1948, was Twenty Two Hundred and Fifty Dollars (\$2250.00) cash and Fifteen (15) One Hundred Dollar (\$100.00) par value shares of said Cheng Ho stock; that the total amount of wages and stock due libellant HAROLD ENGLISH for the period from July 1, 1947, to August 31, 1948, was Twenty One Hundred Dollars (\$2100.00)

cash and Fourteen (14) One Hundred Dollar (\$100.00) par value shares of said Cheng Ho stock; that libelant SATURNINO MALAYO has been paid Twelve Hundred and Forty Two Dollars (\$1242.00) cash and one One Hundred Dollar (\$100.00) par value share of said Cheng Ho stock; that libelant HAROLD ENGLISH has been paid Six Hundred and Twenty Three Dollars (\$623.00) cash; that libelant SATURNINO MALAYO has not received the other Fourteen (14) shares of Cheng Ho stock due him as aforesaid and that libelant HAROLD ENGLISH has received no shares of said Cheng Ho stock; that there is now due and owing libelant SATURNINO MALAYO One Thousand and Eight Dollars (\$1008.00) and Fourteen (14) One Hundred Dollar (\$100.00) par value shares of said Cheng Ho stock; that there is now due and owing libelant HAROLD ENGLISH Fourteen Hundred and Seventy Seven Dollars (\$1477.00) and fourteen (14) One Hundred Dollar (\$100.00) par value shares; that said libelants have made demand on the Master of said junk Cheng Ho and the owner thereof for the wages and shares of stock aforesaid but all of said demands have been wrongfully refused by the said Master of and the said Owner; that in addition to the cash wages owing them as aforesaid each of the libelants has been damaged in the sum of Fourteen Hundred Dollars (\$1400.00) by the failure to deliver to them the shares of stock as aforesaid.

SECOND CAUSE OF ACTION

I

That libelants are and at all times herein mentioned were residents of the Territory of Hawaii, and that the junk Cheng Ho is a vessel owned by the Cheng Ho Trading and Exploring Company, Limited, a Hawaiian corporation.

II

That on the 2nd day of September, 1948, at Honolulu, City and County of Honolulu, Territory of Hawaii, in consideration that the libelant SATURNINO MALAYO, at the request of the respondent, had before that time done and bestowed certain work and services in and about the business of the respondent and for which the respondent promised the said libelant to pay him, on request, so much money as he therefor reasonably deserved to have, and the said libelant avers that he then and there reasonably deserved to have therefor the sum of Twenty Four Hundred and Eight Dollars (\$2408.00), being the balance due for said work and services, whereof the respondent then and there had notice.

III

That on the 2nd day of September, 1948, at Honolulu, City and County of Honolulu, Territory of Hawaii, in consideration that the libelant HAROLD ENGLISH, at the request of the respondent, had before that time done and bestowed certain work and services in and about the business of the respondent and for which the respondent promised the said libelant to pay him, on request, so much money as he therefor reasonably deserved to have, and the said libelant avers that he then and there reasonably deserved to have therefor the sum of Twenty Eight Hundred and Seventy Seven Dollars (\$2877.00), being the balance due for said work and services, whereof the respondent then and there had notice.

IV

That the respondent, although requested, has not paid to said libelants the said sums of money, or any part thereof, but refuses to do so.

WHEREFORE LIBELANTS PRAY:

1. That process in due form of law may issue against the junk Cheng Ho, her engines, tackle, apparel, furniture, etc., and against all persons having or claiming any interest therein, that they may be cited to appear and answer all and singular the matters aforesaid,

2. And that this Honorable Court may be pleased to decree the payment of the libelants' claims

3. And that said junk, its engines, tackle, apparel, furniture, etc., may be condemned and sold to pay the same.

4. And that Libelants may have such other and further relief as the Court may deem just.

Dated at Honolulu, TH, this 12th day of October, 1948.

SATURDINO MALAYO

HAROLD ENGLISH

Fred Mathews Alderson
56954

fish handling agent

Stewart

Dunkan c & c

1221

like a
Boufinku, Purser
c & c

Am Pres. Lines

53916

Mr Campbell

Gault

Brashear

Danies

56991

Dawson

Titus

Inter Island

58175

Bob Peiffer

Jimmy Mitchell

~~Haw~~

ordinary season

able

\$170. per mo.

\$210 per mo.

Mr Harrison

58412 58911
Young Bros.

Mr Hodgkins/Hawker Pine

Isleways

54951

Capt. Donnelly

Pier 39

Walker

6716

57961 local 8119

home 82067

Where are Articles
of Agreement?
Every ship must have one.

Justine Williams
chartered Cheng Ho
from April 23 to May 28
@ about \$250 per day.
Where in the books of
Company are these
accounts

Phosphate Co chartered
Cheng Ho from March 23 to
March 26 @ \$220. Where
is record of it. Also the trip
of April 5 to April 8

Schultz

(4)

13 Where are records of muscassins, razor blades, condensed milk.

14 Where is record of the case of Borden's condensed milk sold to Mrs. Kenneth Emory in Honolulu shortly before Cheng Ho's departure?

15 Where is contract for rights to 300 acres of the Island of Eiao?

16 Where is the log?

Where are figures
Michael Tokunaga,
the first accountant,
gave to de B.?

did Capt see crew, control supplies
purchase supplies, settle bill on
trip to Tahiti

Here English & Malay
lost before he could see
discharge as required
by 46 U.S.A. ⁶⁵¹
₆₇₅
₆₃₂

Here they signed on by
articles

Lay foundation for
- what that designation by
to English? Bay being without
get witnesses as to rate
paid by like vessel having
same fleet at same time on
like voyage

read 15 Feb. 791 on above
see Rev. Vol 4 p 282 - bundle
on owner after
claim on the

Ask about arrangement as
to foreign law by other
side.

ask captain about discharge
Sept 1, 1945

ask Capt if said will
reiterate for you if they
finished

Why didn't you ask for
proof

THURSDAY, October 7, 1948

THURSDAY, Oct. 7, 1948

THE HONOLULU ADVERTISER

92ND YEAR, NO.

Islands Hard to Get

ELAINE FOGG
Advertiser Staff Writer

Age of inflation, labor strife and atom
the South Sea isle where he might retire
everybody has. But the few who have
to reality have discovered that South
ard to come by.

along
Capt. deBisschop predecessor of
the island concession. Known to
the Cheng Ho's master only as
Ozanne, this Frenchman of 50
years ago dreamed of transform-
ing Elao into a thriving planta-
tion and isle community.

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

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

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

Elao is completely uninhabited.

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

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

While he explored his island,
Capt. deBisschop said he discov-
ered a number of errors on the
charts and maps which had been
given him for the inspection trip.
As a member of the French Hy-
drographic society and a man with
considerable experience in that
type of work, he drew up correct-
ed charts and reports which were
submitted to Washington.

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

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

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

ELAO IS ABOUT 35-40 miles
from the major island of the Mar-
quesas group, Nukuhiva. The skip-
per described this group as be-
ing actually much more beauti-
ful than the Society islands, and
more primitive.

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

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



MODERN CRUSOE—Meet the man who's actually found that
South Sea isle on which to hide away and let the worry-ridden
world go by. He's Capt. Eric deBisschop of the French junk Cheng
Ho, pictured with his wife, the former Constance Constable. The
captain's island is Elao in the Marquesas, and it's his for \$20 per
year for so long as he continues to meet requirements specified
by the French government for development of the area. Mrs. deBis-
schop, a talented artist, is currently doing a portrait of Mrs. Ingram
M. Stainback, first lady of Hawaii. That's one of her sketches the
artist is holding. (Advertiser photo) (Story on Page 4)

FISH RITE

Cose Croix

7, 1948—7:00 p.m.

teenth Degree

Conferred by a Team of Past Masters

THURSDAY, October 7, 1948

THE HONOLULU ADVERTISER.

South Sea Islands Prove Hard to Get

By ELAINE FOGG
Advertiser Staff Writer

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

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

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

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

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

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

by an ill-fated predecessor of Capt. de Bisschop in developing the island concession. Known to the Cheng Ho's master only as Ozanne, this Frenchman of 50 years ago dreamed of transforming Eiao into a thriving plantation and isle community.

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

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

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Eiao is completely uninhabited.

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

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

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

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

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

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

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

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

SCOTTISH RITE

Rose Croix

Thursday, Oct. 7, 1948—7:00 p.m.

Eighteenth Degree

Conferred by a Team of Past Masters

Title 46 - 577

~~577~~ 563, 568, 573, 58

51 F 347
60 F 292
237 U 5642

Admiralty - (6th ed - Vol 1).

... has no power ... to
accounting except as inci-
main relief & to juac-
acknowledged grounds."

140 F 771 (1905) - suit for
between owners of vessel -
tably established that a
majority of accounts as such,

& will not take fin of a cause solely
for the purpose of decreeing an acctg.
but I do not find any case which holds
that where fin is acquired on valid
grounds, & the acctg is merely inci-
dental to the main relief that such
acctg will be denied.

F cases
8152, 3628, 14236, ~~52 F 367~~ 18 F 455 - These
support 140 F 771 - cited therein - no wage claims tho.
Word v Thompson 22 Howard 330 (Sct) -
Levinson may rely on - not directly in
point Tho. No maritime lien - was
action between partners on a K -
no adm fin. 140 F 771 says W v T not
contra.

Benedict on Admiralty - 6th ed - Vol. 1.
P 149.

"Admiralty has no power to require an accounting except as incidental to the main relief & to be acquired upon acknowledged grounds."

The Emma B, 140 F 771 (1905) - suit for partition between owners of vessel - "It is undoubtedly established that a Ct of ad has no jur of accounts as such, & will not take jur of a cause solely for the purpose of decreeing an acctg; but I do not find any case which holds that where jur is acquired on valid grounds, & the acctg is merely incidental to the main relief that such acctg will be denied."

Feases
8152, 3628, 14236, ~~52 F 387~~ 18 F 455 - These support 140 F 771 - cited therein - no wage claims tho.
Word v Thompson 22 Howard 330 (Sct) - Levinson may rely on - not directly in point tho. No maritime lien - was action between partners on a K - no adm jur. 140 F 771 says W v T not contra.

IP247-B1 - "The ^{for} over (seamen's) wage
claims is firmly established in this
country on principle. All cases of
mariners' wages are pre-eminently
maritime cases, & subject to the
of the admiralty; & this includes whaling,
sealing & fishing voyages, & demands
for subsistence, expenses of cure, etc
which are in the nature of wages.

~~It is~~ (fishing voyages are often
set up on a share the profits are
requiring a simple accounting).

P248 - In 13 - "In England, before her
Acts restoring the adm ^{for}, none but the
in the "usual form" were allowed to be
sued on in admiralty, & a fixed-rate
of pecuniary wages was held to be the
"usual form": - a striking illustration
of the caprice which characterized the
prohibitions of the English common law
cts in their struggle with the admiralty."

^{7 cases}
3456, 8919, 7552, 4197, 7669 - mostly fishing
voyages.

3456, "The Crusader," distinguishes fishing
voyage setup from ordinary partnership
where adm has no in.

BY 291 - double wages for unlawful withholding of wages.
R 287 - ~~FN 50~~
Rt to discharge in Tahiti - before consul.
"Wages a lien upon The last plank of ship"
BY 282 - also proc for suit. Burden on
owner after claim made.
Discharge & repatriation - 46 USCA 641,
682, 678 et seq.

↑ Robinson - 282 et seq on seamen's
rights in general.

R 189
"If a K is maritime, a suit for damages
for its breach is w/i The admiralty".
Would be in personam perhaps - T.
R 369 - lien for seamen's wages.

USCA 682 - before Am consul - T.
Note & on effect of consular cert if
in suit for wages. Are EXM Am
cits?

Seamen engaged in good faith
to serve on a ship which is
preparing for a voyage have
a lien for their wages while the
ship is getting ready, altho she
is not permitted to leave. The
Island City, 140 Fed Cas
No 7109.

See Fed Cas No 17,119

66 CRA 228

Rts of seamen v vessel for wages are not affected by the fact that shipping articles didn't conform to laws of U.S. The master can't be permitted to take advantage of his own neglect in that regard. 55 F 327 - Paulson v The Governor Ames.

The construction most favorable to the seamen will be adopted in the case of ambiguity, uncertainty or obscurity in the shipping articles. Fed Cas No 7215 - Tansen v The Theodor Heinrich.

This section ⁽⁵⁶⁴⁾ does not apply to foreign ships & foreign seamen signing in an American port. The Elswick Tower, 241 F 706.

If the master of a vessel dispenses w/ shipping articles, & disputes arise as to the rate of wages to be paid the mariners, the courts will incline to allow their claim to the rate paid by other like vessels leaving the same port at the same time on the like voyage. The Acorn 15 F 21.

Genadin v United Fruit Co, 60
#2927 - Seaman employed on vessel
of Honduras registry owned by
Am cit & op under charter by
another Am cit held "seaman" entitled
to sue under Jones Act for injuries
occurring on high seas. WT &
NY corps involved. Apper limited
to Jones Act but Ct says (CCArd)
"We feel little doubt that the broad
contention of the Def that vessels
of the Am merchant marine are
limited to those documented under
the laws of the US is not well founded."
Jones Act is act enlarging rts of
seamen for injuries, etc over rts
existing ^{under} further Gen adm law.

When a cit is lib v a foreign ship to
recover his wages, ct has no r to refuse
jur & having accepted it, will incidentally
determine rts of other sailors on the
same ship, tho the latter are foreigners.
1 Benedict 264. (584)

See Robinson, Ch 2, § 345 on
gen matters of jur & conflict of
laws.

367
875
1242

Des. Freitas, top officer

	Hon	Tahiti
English	\$300	323
Malays	\$875	367

~~2x150~~
10
15

Harold English -

Hon about smuggling
on way back marked
as deckhand

clair } int negges
Brooks } against us

Did he get other employ-
ment between July 31st and 9.1
told customs crew
members

Watchman camp
there did you hear
about generator cap
put up fuss about
leaving ship

emlays

Kitzmiller - passenger

refused to work as cook

check his memo

See if memo is same as
March 2 Exh B

, share of stock and \$150 per
mo.

~~that~~ 40% of profits
heard talk of this - This was
before corp. formed -

working at Queen Bar
on off hours.

(Das
clair

Otto Degener

ask about letter

recommended Das sine co. for what
they send him —

Did he feel responsibility
for these people

Was what Clair said
about 40-60 correct —

black stock record book

Thursday at 9⁰⁰

conversation with Mr. Blair

40-60 business

value of stock

who was Mrs. Constable

When was English's employment to begin

any explanation of
letter saying Capt. DeBischoff's
help good.

How do they happen to
be in possession of your
personal check.

Show 1st sentence on
Ex. F

\$5.00 error in book

complaint to immigration

opinion was that while
dephand

Petition for payment of
wages

Did not consult with
attorney

Stockholders meetings

Mr. Gilligan

Mr. Degener
re - cross

why did he alter from
first to 4th
What about 2 books

Mr. E. M. Little

10 days before sailing

Jan 27th came back
February early part

Aug 15th

\$8000 here

\$5000 Tahiti

No knowledge of terms
of English & Malay's employ-
ment -

or whether in crew
on return trip

heard something about
40/60th

\$875 including cash
and stock

books show no liability
for December

thinks he saw some-
thing about wages in contract

Ardenney

questions about friendship
with Degeer

Substance of what was
said

Richard Hinner

anything owing for
period prior to October
~~Mr. Hinner~~

Director

50/11,000¹⁰ francs

270

court order requiring
him to turn over money?

sd $\begin{array}{r} 36 \\ 13500 \\ \hline 270 \end{array}$

\$16,000 vanilla bean cargo

Resp. O for identification
\$20,000 appraisal on ship
down there

Did he discuss matter
tomorrow

Nov. 22^d \$ 77.80 (balance of Nov.
wages in full)

Nov. 22th 77.80 (Oct. wages in
full)

155.60

Florentino Das. aka Jack Das

Didn't he tell me it was
\$150 and one \$100 share.

Philippine citizen

marked ahead 6 mos -
starting June 9th 1947

Schultz and Kerschlap
and Degener wrapping them -
Capt De B and Degener hired
him -

150. per mo and 1 share
till ship seaworthy

after that 40% of
profits instead of 1 share -
and 150. per trip -

met Malaya in 1936 -
he started 1 day later

left Chengho in Hills

Did ^{Malaya} start June 6th

Did he work on boat

did Claire get paid and
did he have one share -
~~at~~
English wasn't at any meeting

Alfred R. Claire
mechanic, Hakima

started first part July 1947
as one of engineers
worked till Sept 30th, 1947

chief engineer in charge of
hiring

Mr. Scholtz hired him as
a trial -

\$150 a mo. and 1 share of
stock till go to sea

conditions of 40/60
would still stand

\$150 per ~~trip~~ trip - trip
to 6 mps and never
changed regardless of length
of trip -

~~for~~ 40/60 on fish
was agreeable to everyone -
discussed it with English
Doesn't know don't
status before took over his job -

afternoon of
Sept 3^d - conversation with
Degener

was going to try

To Harbourside company -
Das and Clair -

Harry Brooks, Engineer
with Cheng Ho now.

started July 5th
Malays making
made trip to Tahiti and
back -

commenced Oct 1947
with Malays

only supposed to get
a few sticks, up to time
we sail

Took it for granted
he understood -

X continuous reference
to high - en route to
Tahiti

Don't remember
agreement between Malays

English started coming
aboard July - English wasn't
being paid off -

English started get-
ting paid in October -

Sept. 30th or Oct 1st on
board Cheng Ho in lounge -

\$150 per mo plus \$100. till fixed
\$150. per trip and 40 split among

stockholders -

English standing wheel
watch on trip to Tahiti -

English ^{very} little work in
Tahiti - I sitting around
while work to be done -

Mr Brooks - Re-direct

Sam Scholty

age 32

machinist

cheng Ho

Handulu

U.S.

started June 4, 1947

Secretary-Treasurer of Co.

navigation in port

Does he have license

seaworthy about Nov. 15, 1947

known Malayo four or
5 years before -

came to work in June
hired as fisherman -

\$150 per mo and 1
share of stock -

\$150 per trip plus
40% of profit

Scholty, Das, Malayo,
Dequiere, captain present
when Malayo hired -

told that 150 plus 1 share
and after shares ceased - \$150
plus 40-60 profit - Malayo

says he
Treas.

never accepted deal - but ^{really} started
to work in day or so -

English started coming
around in June - wanted to
join crew - told him no -
then offered to work w/o. pay -
Capt. agreed to take him - then
went to work - terms changed
when Case said he was quitting -
Schultz said ^{English} was an engineer -
Schultz and English saw Captain -
agreed to 150 and 1 share
while ship in port, plus
\$150. a trip and $\frac{40}{60}$ of profits

Émile de Boscq
résidence Tahiti
France

Mrs De B.
court reporter

Captain Eric de Biehoff

starting May 1947

~~Regener and~~

~~He started~~
He started work June 4th
with L. Holtz and Das and
Malayo following in couple
of days -

\$150 plus one share
to 1st trip -

after paying then $\frac{40}{60}$ profit share

Malayo and others
agreed to $\frac{40}{60}$

Malayo told

became Capt. ~~is~~

18th Nov., 1947

6 men in 1941 French
cavalry

X No meetings at which
employment of English
& Malayo or any seamen
were approved

X whether they were signed
or by articles or not
X what powers as captain
were?

English started coming
to look around about June -
Doesn't know date
He ^(captain) was born

English started working
in July -

When Claire left, English
asked to become member of crew -
Capt. agreed because good worker -
had already worked two months -
\$150 for trip to Tahiti and
% of profits - I will give
you two shares for work
you did before - shares not
active but not money - sailing
about 15 days before sailed -

no subsequent conversations
changing conditions of
employment -

~~agreed~~ 24th March
Discharge of Malayo
and English decided once more
after getting in Tahiti
wanted to keep Malayo

but had trouble with Sholly
Tomblay said "I will repatriate
you when trip is finished"

Filed petition with
governor of Tahiti without
captain's permission

"I discharged them because
they had to be repatriated"

"You are discharged to
be repatriated"

"Didn't discharge him
for disciplinary reasons
because would have to be
repatriated by U.S."

"~~So~~ authorities said
discharge them when you
are sure to leave Honolulu

See 1435 in 19 USCA
about filing new list
with customs

Miss Petaloffsky -
Deputy collector of Customs -
in charge of Div. entering
and clearing port of Honolulu

19 Fed 2nd 417 The Chizwith
flag evidence of nationality

Miss Pelatofsky
The Tariff Act 1922

Role d'equipage is good
evidence of

muster roll

case # 7744

Keterland v. Lehening

56 C J p 1042

(Seamen) sec 471

U.S. S. C. Repts. L. Ed.

Book 2

~~Book 2~~

Talbot vs Seaman

5 U.S.

1 Cranston

Beldenland v. Jensen

29 L. Ed 157

114 U.S. 368

Capt. De B born 1891
lived France till 1928
Naval Merchant Academy
2½ yrs - offer of
merchant marine -
International Maritime
Law -

Role de Équipage - 11 crew
members, 3 passengers
Did Becker sign after
this dispute arose

To Malayo - "you are
discharged and repatriated
to U.S."

To English - "you are
no good on board" "shouldn't
have hired if knew wasn't
good worker"

English said didn't care
because going back -

Malayo's tools on board
took them off - carpenter tools

meetings in Judge
Hein's office where Becker
present -

said have to give
shares to crew for services
performed - 28 owing at
that time - (why didn't they
issue them) corp. never makes
issuance of shares to crew
never told anybody
they'd get more than \$150. for
whole trip -

Malayo and English

never made any demand for
images after return to Honolulu.

BOAT SURVEY

(Confidential)

NAME CHEUNG HO Official Number 32 A 361
 OWNER CHEUNG HO TRADING CO. Address Mrs. Eric De Bisschop
158 Dowsett Ave., Honolulu
 Speed 8 knots
A. King Slipway
 Year built 1939 at Hong Kong Dimensions 99' x 24' x 8'
 Trade South Sea Island Trading Replacement Cost \$250,000.00
 Market Value See Remarks

HULL

Material Teak thickness planking 2" size frames 3"x7" spacing 24" Ø
 Last DD 9/4/47 No. bilge pumps 1 Hand No. fire pumps 1 comb. Bilge and Fire
 No. fire extinguishers 3 - see below plus (1 CO₂ midship 100 lb. connected (1 CO₂ fwd. not connected)

ENGINES

Two - both down and under repair
 Make Gray fuel Diesel HP 225 HP location amid-ship separate compartment yes see #2
 No. Carburetors -- backfire protection -- ignition -- enclosed base yes
 Size main tanks 2 - 1100 gal. P&S aft of 75 Gal. Day Tank
ea location ER material Steel piping 3/8 Copper Tubing
 Fuel oil tanks tight yes Proper cut off valves in all piping at tank
 Main tank ventilation Through deck Auxiliary tank ventilation Through deck
 Air pressure -- Tank construction Steel
 Location exhaust Through side clear woodwork Yes - wet exhaust
 Auxiliaries -- fuel -- tank location --
 Electric wiring lead and armored cable lamp bases Edison location batteries 18 - 6V - R. Duty

MISCELLANEOUS

Galley location Dismantled stove -- Flue protected --
see remarks
 Anchors 2 - (1 - 280 lbs. Hand Capstan No reserve
(1 - 500 lbs. chain 7/8 Stud Link rope Various
(1 Foamite
 2 1/2 Gal Fire protection (2 CO₂ approved location -- Certificate --
 Size shafting 2-1/2" survey held afloat or on dock Afloat at Pier 7
 Bilges clean No Is vessel apparently well maintained? see below #8

RECOMMENDATIONS - Remarks:

1. 1 Port Frame and Glass in wake of Mainmast broken.
2. No watertight bulkheads. Surveyor believes at least two should be installed.
3. Galley has been dismantled and crew now cooking on a makeshift "stove" made of an oil drum and installed on deck; very little galley equipment on board.
4. Practically no stores or spare equipment aboard.
5. Screws (2) are said to be 30" feathered.
6. Shafts, rudders and screws: subject to report on next dry docking.
7. Engines at present are torn down and under overhaul. The temperature gauges on each engine are said to have been "cut adrift" by a "Police Officer" during her "tie up". Replacement cost installed is estimated to be approximately \$80.00 each. (OVER)

Note

Surveyor

8. It is considered that very little maintenance work has been done over an estimated period of approximately six months.
9. The market ~~pr~~ value as of date of survey (Sept. 15, 1948) considering that engines are dismantled under repair and lack of stores is estimated to be \$60,000.00

Date: Sept. 16, 1948

G. M. Goodwin
G. M. Goodwin, Surveyor

BOAT SURVEY

(Confidential)

NAME CHENG HO Official Number 32 A 361
 OWNER CHENG HO TRADING CO. Address Mrs. Eric De Bisschop
158 Dowsett Ave., Honolulu
 Speed 8 knots
 Year built 1939 at A. King Slipway Hong Kong Dimensions 99' x 24' x 8'
 Trade South Sea Island Trading Replacement Cost \$250,000.00
 Market Value See Remarks

HULL

Material Teak thickness planking 2" size frames Db1 3"x7" spacing 24" 0
 Last DD 9/4/47 No. bilge pumps 1 Hand No. fire pumps 1 comb. Bilge
(1 CO2 midship 100 lb. connected
 No. fire extinguishers 3 - see below plus (1 CO2 fwd. not connected

ENGINES Two - both down and under repair

Make Gray fuel Diesel HP 225 location amid-ship separate compartment yes see #2
 No. Carburetors -- backfire protection -- ignition -- enclosed base yes
 Size main tanks 2 - 1100 gal. P&S aft of 75 Gal. Day Tank
ea location ER material Steel piping 3/8 Copper Tubing
 Fuel oil tanks tight yes Proper cut off valves in all piping at tank
 Main tank ventilation Through deck Auxiliary tank ventilation Through deck
 Air pressure -- Tank construction Steel
 Location exhaust Through side clear woodwork Yes - wet exhaust
 Auxiliaries -- fuel -- tank location --
 Electric wiring lead and armored cable lamp bases Edison location batteries 18 - 6V - H. Duty

MISCELLANEOUS

Galley location see remarks Dismantled stove -- flue protected -- No reserve
 (1 - 200 lbs. Hand Capstan
 Anchors 2 - (1 - 500 lbs. chain 7/8 Stud Link rope Various
 (1 Foamite
 2 1/2 Gal Fire protection (2 CO2 approved location -- Certificate --
 Size shafting 2-1/2" survey held afloat or on dock Afloat at Pier 7
 Bilges clean No Is vessel apparently well maintained? see below #3

RECOMMENDATIONS - Remarks:

1. 1 Port Frame and Glass in wake of Mainmast broken.
2. No watertight bulkheads. Surveyor believes at least two should be installed.
3. Galley has been dismantled and crew now cooking on a makeshift "stove" made of an oil drum and installed on deck; very little galley equipment on board.
4. Practically no stores or spare equipment aboard.
5. Screws (2) are said to be 30" feathered.
6. Shafts, rudders and screws: subject to report on next dry docking.
7. Engines at present are torn down and under overhaul. The temperature gauges on each engine are said to have been "cut adrift" by a "Police Officer" during the "tie up". Replacement cost installed is estimated to be approximately \$30.00 each. (OVER)

8. It is considered that very little maintenance work has been done over an estimated period of approximately six months.
9. The market ~~pr~~ value as of date of survey (Sept. 15, 1948) considering that engines are dismantled under repair and lack of stores is estimated to be \$60,000.00

Date: Sept. 16, 1948

G. M. Goodwin
G. M. Goodwin, Surveyor



R A D I O G R A M

GLOBE WIRELESS



Send the following message "VIA GLOBE."

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ROYAL HAWAIIAN HOTEL BRANCH
TELEPHONE 93303

DIRECT CONNECTION WITH WESTERN UNION

DIRECT RADIO CONNECTION FROM THE ROYAL HAWAIIAN HOTEL TO SAN FRANCISCO

VIA MACKAY RADIO

TOM C CLARK ATTORNEY GENERAL
DEPARTMENT OF JUSTICE BUILDING
WASHINGTON D C

ERIC DE BISSCHOP FORMER VICHY CONSUL HONOLULU DEPORTED NOVEMBER
1947 HAS RETURNED TO HONOLULU IN VIOLATION OF TITLE 18 SECTION 180
USCA STOP UNDERSIGNED AMERICAN CITIZENS REQUEST PROSECUTION

OTTO DEGENER
HAROLD ENGLISH
ROY PEILER
EMILIO ORDONEZ

Phone 59511 - 59512 for Globe Messenger

WINSTON C. INGMAN

September 21, 1948

Mr. Otto F. Heine
United States Marshal
Federal Building
Honolulu, TH

Dear Mr. Heine:

This will authorize Mr. John F. Child, Jr., an appraiser, and his assistant, Mr. Robert Leary, to board the Cheng Ho for the purpose of making an appraisal of said vessel.

This appraisal is necessary for testimony in the trial in Admiralty No. 408, which has been continued to Thursday, September 23, 1948.

Very truly yours,

WCI:ms

WINSTON C. INGMAN

IN THE MATTER OF Saturnino

Malayo and Harold English vs. The Junk

Cheng Ho. In Admiralty No. 408

Order for Process

AFFIDAVIT OF PUBLICATION

IN THE UNITED STATES
DISTRICT COURT FOR THE
TERRITORY OF HAWAII
SATURNINO MALAYO and HAROLD
ENGLISH, Libelants,
vs.
The Junk CHENG HO, her Engines,
Tackle, Apparel, Furniture, etc., Re-
spondent.

IN ADMIRALTY
No. 408
ORDER FOR PROCESS
GOOD CAUSE APPEARING THERE-
FOR, it is ordered that process in due
form may issue against the Junk
CHENG HO, her Engines, Tackle, Ap-
parel, Furniture, etc., and that all per-
sons claiming any right, title or inter-
est in said Junk CHENG HO, her En-
gines, Tackle, Apparel, Furniture, etc.,
may be cited to appear before this
Court on Monday the 20th day of Sep-
tember, 1948, at 10 o'clock A. M., and
that upon such seizure the Marshal
shall publish notice in the HONOLULU
ADVERTISER on the 14th day of Sep-
tember, 1948, of the arrest, the publi-
cation to contain the title of the suit,
the cause or nature of the action, the
amount demanded, the time and place
of the return of the motion, with no-
tice to all persons to appear or that
default and condemnation will be or-
dered, with names of the Marshal and
Proctor, and shall post a similar notice
in a public manner at the place of trial.
DATED: Honolulu, T. H., September
13, 1948.

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

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

All persons interested are notified to
appear before the above named Court
at the Federal Building, Honolulu,
T. H., on the 20th day of September,
1948, at the hour of 10 o'clock A.M. of
the same day, if that day shall be a
day of jurisdiction, otherwise on the
next day of jurisdiction thereafter, or
default of judgment will be ordered.
(s) OTTO F. HEINE, U.S. Marshal
WINSTON C. INGMAN, 410 Merchants
Mart Bldg., Honolulu, T. H., Pro-
ctors for Libelants.
(Hon. Adv. Sept. 14, 1948)

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

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

time in THE HONOLULU ADVERTISER, afore-
said, commencing on the 14th day of September,
1948, and ending on the 15th day of September,
1948 (both days inclusive), to wit, on

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

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

Notary Public of the First Circuit.

IN THE MATTER OF Saturnino
Malayo and Harold English vs. The Junk
Cheng Ho. In Admiralty No. 408
Order for Process

AFFIDAVIT OF PUBLICATION

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

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

IN ADMIRALTY

No. 408

ORDER FOR PROCESS

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

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

IN THE UNITED STATES DIS-
TRICT COURT FOR THE TERRITO-
RY OF HAWAII, SATURNINO MALA-
YO and HAROLD ENGLISH, Libelants,
vs. The Junk CHENG HO, Her En-
gines, Tackle, Apparel, Furniture, etc.,
Respondent. In Admiralty No. 408. NO-
TICE OF ARREST OF PROPERTY.
Notice is hereby given that pursuant to
a Warrant of Seizure and Arrest, the
property above mentioned has been
seized by me and is now held in my
custody, that the nature of the action
is an Amended Libel in Rem for Sea-
men's Wages, and that the amount de-
manded is a total of Fifty-Two Hundred
and Eighty-Five Dollars (\$528.00).

All persons interested are notified to
appear before the above named Court
at the Federal Building, Honolulu,
T. H., on the 20th day of September,
1948, at the hour of 10 o'clock A.M. of
the same day, if that day shall be a
day of jurisdiction, otherwise on the
next day of jurisdiction thereafter, or
default of judgment will be ordered.
(s) OTTO F. HEINE, U.S. Marshal.
WINSTON C. INGMAN, 410 Merchand-
ise Mart Bldg., Honolulu, T. H., Pro-
ctors for Libelants.

(Hon. Adv., Sept. 14, 1948)

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

Ernest Liu

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

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

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

Ernest Liu

Subscribed and sworn to before me this 14th day
of September, A.D. 1948.

Notary Public of the First Circuit,
My commission expires June 30, 1949

REENTRY OR ATTEMPTED REENTRY OF DEPORTED ALIEN; PENALTY;
DEPORTED SEAMEN AS ENTITLED TO LANDING PRIVILEGES

- (a) If any alien has been arrested and deported in pursuance of law, he shall be excluded from admission to the United States whether such deportation took place before or after March 4, 1929, and if he enters or attempts to enter the United States after the expiration of sixty days after said date, he shall be guilty of a felony and upon conviction thereof shall, unless a different penalty is otherwise expressly provided by law, be punished by imprisonment for not more than two years or by a fine of not more than \$1,000, or by both such fine and imprisonment: Provided, That this section and sections 136, 154 and 180-a--180-d of this title shall not apply to any alien arrested and deported before March 4, 1929, in pursuance of law, in whose case prior to his reembarkation at a place outside the United States, or his application in foreign contiguous territory for admission to the United States, and prior to March 4, 1929, the Attorney General has granted such alien permission to reapply for admission.
- (b) For the purposes of this section any alien ordered deported (whether before or after March 4, 1929) who has left the United States shall be considered to have been deported in pursuance of law, irrespective of the source from which the expenses of his transportation were defrayed or of the place to which he departed.
- (c) An alien subject to exclusion from admission to the United States under this section who is employed upon a vessel arriving in the United States shall not be entitled to any of the landing privileges allowed by law to seamen.

UNITED STATES MARITIME COMMISSION
WAR SHIPPING ADMINISTRATION

Certificate of Delivery of Vessel

HONOLULU, T. H., February 3, 1947

THIS IS TO CERTIFY, That the CHECK NO

(Heavy Designation IX-52), formerly owned by the UNITED STATES OF AMERICA, represented by the WAR SHIPPING ADMINISTRATION, was on the

3rd day of February, 1947, at 2 o'clock (A.M.)

Hawaiian Standard Time, physically delivered at the Port of

HONOLULU, T. H. by the UNITED

STATES OF AMERICA, represented by the WAR SHIPPING ADMINISTRATION, to

OTTO DEGENER purchaser.

Title and ownership were being concurrently transferred by delivery

of bill of sale for vessel to said purchaser by the WAR SHIPPING
ADMINISTRATION'S Washington office.

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

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

BY: OTTO DEGENER
Agent for Otto DeGener
(Official Title)

IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF HAWAII

SATURNINO MALAYO and HAROLD ENGLISH,

Libelants,

vs.

The Junk CHENG HO, Her Engines,
Tackle, Apparel, Furniture, etc.,

Respondent,

and

CHENG HO TRADING AND EXPLORING CO., LTD.,

Claimant.

IN ADMIRALTY

NO. 408

STIPULATION FOR COSTS

CLAIM OF CHENG HO TRADING AND EXPLORING CO., LTD.,
OWNER OF THE JUNK CHENG HO

and

ANSWER TO AMENDED LIBEL

BERNARD H. LEVINSON
Merchandise Mart Building
Honolulu, T. H.

Proctor for Claimant

IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF HAWAII

SATURNINO MALAYO and HAROLD ENGLISH,
Libelants,

vs.

The Junk CHENG HO, Her Engines,
Tackle, Apparel, Furniture, etc.,

Respondent,

and

CHENG HO TRADING AND EXPLORING CO., LTD.,
Claimant.

IN ADMIRALTY

NO. 408

STIPULATION FOR COSTS

WHEREAS, an amended libel was filed in this Court, by SATURNINO MALAYO and HAROLD ENGLISH vs. The Junk CHENG HO, Her Engines, Tackle, Apparel, Furniture, etc., for the reasons and causes in said libel mentioned; and

WHEREAS, CHENG HO TRADING AND EXPLORING CO., LTD., has appeared and intervened on behalf of The Junk CHENG HO, Her Engines, Tackle, Apparel, Furniture, etc., before this Honorable Court, and made claim to the said Junk CHENG HO, Her Engines, Tackle, Apparel, Furniture, etc., as the true and bona fide sole owner thereof, and the said CHENG HO TRADING AND EXPLORING CO., LTD., claimant, as principal, and MATILDA P. CONSTABLE, as surety, parties hereto, consenting and agreeing that in case costs are awarded against the claimant above named or MATILDA P. CONSTABLE, surety, the decree therefor not exceeding the sum of FIVE HUNDRED DOLLARS (\$500) may be entered against them and each of them and thereupon execution may issue against their and each of their goods, chattels, lands, tenements or other real estate,

NOW, THEREFORE, it is hereby stipulated and agreed, for the benefit of whom it may concern, that the stipulators, undersigned, are bound in the sum of FIVE HUNDRED DOLLARS (\$500), conditioned that the claimant above named shall pay such costs and charges as may be awarded against the claimant above named and/or the surety undersigned or either of them by this Court or, in case of appeal, by the Appellate Court.

Dated: Honolulu, T. H., this 17th day of September, 1948.

CHENG HO TRADING AND
EXPLORING CO., LTD.

By (Sqn) Constance de Bisschop
Its President

By (S) William S. Scholtz
Its Secretary
Principal

(Sqn) Matilda P. Constable
MATILDA P. CONSTABLE
Surety

TERRITORY OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 17th day of September, 1948, before me appeared CONSTANCE de BISSCHOP and WILLIAM SCHOLTZ, to me personally known, who, being by me duly sworn, did severally say that they are the President and Secretary, respectively, of CHENG HO TRADING AND EXPLORING CO., LTD., a Hawaiian corporation, the corporation described in the foregoing instrument and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said CONSTANCE de BISSCHOP and WILLIAM SCHOLTZ severally acknowledged the instrument to be the free act and deed of said corporation.

RALPH F. MATSUMURA

Notary Public, First Judicial
Circuit, Territory of Hawaii.
SEAL
My Commission Expires: April 25, 1952

TERRITORY OF HAWAII

CITY AND COUNTY OF HONOLULU

} SS

On this 17th day of September, 1948, before me personally appeared MATILDA P. CONSTABLE, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

RALPH F. MATSUMURA

Notary Public, First Judicial
Circuit, Territory of Hawaii.

My Commission Expires: April 25, 1952

TERRITORY OF HAWAII

CITY AND COUNTY OF HONOLULU

} SS

MATILDA P. CONSTABLE, surety on the foregoing bond, being first duly sworn, on oath, deposes and says: That she is a resident of the City and County of Honolulu, Territory of Hawaii; that her post office address is 158 Dowsett Avenue; that she is over the age of twenty-one years; that she has property situate within the Territory of Hawaii subject to execution; that she is worth the sum of ONE THOUSAND DOLLARS (\$1,000) in such property situated within said Territory, over and above all her debts and liabilities and property exempt from execution.

(Sgn) Matilda P. Constable
MATILDA P. CONSTABLE

Subscribed and sworn to before me this 17th day of September, 1948.

RALPH F. MATSUMURA

Notary Public, First Judicial
Circuit, Territory of Hawaii.

My Commission Expires: April 25, 1952

IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF HAWAII

SATURNINO MALAYO and HAROLD ENGLISH,

Libelants,

vs.

The Junk CHENG HO, Her Engines,
Tackle, Apparel, Furniture, etc.,

Respondent,

and

CHENG HO TRADING AND EXPLORING CO., LTD.,

Claimant.

IN ADMIRALTY

No. 408

CLAIM OF CHENG HO TRADING AND EXPLORING CO., LTD.,
OWNER OF THE JUNK CHENG HO

TO THE HONORABLE, THE JUDGES OF THE UNITED STATES DISTRICT
COURT FOR THE DISTRICT OF HAWAII:

And now appears CHENG HO TRADING AND EXPLORING CO., LTD.,
intervening on behalf of the Junk CHENG HO, Her Engines, Tackle,
Apparel, Furniture, etc., before this Honorable Court, and makes
claim to the said Junk CHENG HO, Her Engines, Tackle, Apparel,
Furniture, etc., as the same are attached by the Marshal under
process of this Court at the instance of SATURNINO MALAYO and
HAROLD ENGLISH, libelants, and the said claimant CHENG HO TRADING
AND EXPLORING CO., LTD., avers that it was at the time of the fil-
ing of the libel herein, and still is, the true and bona fide sole
owner of the said Junk CHENG HO, Her Engines, Tackle, Apparel,
Furniture, etc., and that no other person is the owner thereof;
wherefore it prays to defend accordingly.

CHENG HO TRADING AND EXPLORING CO., LTD.,
owner of the JUNK CHENG HO

By (Sqn) Constance de Buschop
Its President

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

CONSTANCE de BISSCHOP, being first duly sworn, deposes and says:

That she is the President of the CHENG HO TRADING AND EXPLORING CO., LTD., owner of the Junk CHENG HO, Her Engines, Tackle, Apparel, Furniture, etc.; that as such President she makes this verification for and on behalf of said CHENG HO TRADING AND EXPLORING CO., LTD., as such owner, and by and with its authority; that such CHENG HO TRADING AND EXPLORING CO., LTD., as such owner, is authorized to make and file the foregoing Claim; that your affiant has read the said Claim and knows the contents thereof, and that the matters therein contained are true of her own knowledge.

That the reason this verification is made by affiant is that the CHENG HO TRADING AND EXPLORING CO., LTD., is a corporation, and affiant is an officer thereof, to-wit, its President.

(Sgt) Constance de Bisschop
CONSTANCE de BISSCHOP

Subscribed and sworn to before me this 17th day of September, 1948.

RALPH F. MATSUMURA

Notary Public, First Judicial
Circuit, Territory of Hawaii.

My Commission Expires: April 25, 1952

Bernard H. Levinson
BERNARD H. LEVINSON
Merchandise Mart Building
Honolulu, T. H.

Proctor for Claimant

IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF HAWAII

SATURNINO MALAYO and HAROLD ENGLISH,

Libelants,

vs.

The Junk CHENG HO, Her Engines,
Tackle, Apparel, Furniture, etc.,

Respondent,

and

CHENG HO TRADING AND EXPLORING CO., LTD.,

Claimant.

IN ADMIRALTY

NO. 408

ANSWER TO AMENDED LIBEL

TO THE HONORABLE, THE JUDGES OF THE UNITED STATES DISTRICT
COURT FOR THE DISTRICT OF HAWAII:

The answer of CHENG HO TRADING AND EXPLORING CO., LTD.,
owner and claimant of the Junk CHENG HO, to the libel of SATURNINO
MALAYO and HAROLD ENGLISH against the Junk CHENG HO, Her Engines,
Tackle, Apparel, Furniture, etc., in an alleged cause for sea-
men's wages, admits, denies and alleges as follows:

I

Claimant denies any knowledge or information sufficient
to form a belief as to the allegations of Article I of the libel.

II

Answering Article II of the libel, claimant denies that
it employed libelant MALAYO in any capacity at any time prior to
July 7, 1947; denies that it employed libelant MALAYO as a seaman
at any time prior to November 18, 1947; denies that it employed
libelant ENGLISH in any capacity at any time prior to July 7, 1947;

denies that it employed libelant ENGLISH as a seaman at any time prior to November 18, 1947; denies that libelants or either of them served as crew members of the Junk CHENG HO at any time prior to November 18, 1947; denies that libelants or either of them served as crew members of the Junk CHENG HO at any time after July 7, 1948; alleges that libelants and each of them were discharged at Papeete, Tahiti, on July 7, 1948.

III

Answering Article III of the libel, claimant admits that on or about July 31, 1948, the Junk CHENG HO with the libelants on board arrived at Honolulu, Territory of Hawaii; denies that libelants or either of them were members of the crew of said vessel at the time of its arrival at Honolulu on or about July 31, 1948; denies that the libelants or either of them were members of the crew of said vessel at any time since July 7, 1948, on which date libelants and each of them were discharged at Papeete, Tahiti; admits that the Junk CHENG HO is now lying at Pier 6 in Honolulu, City and County of Honolulu, Territory of Hawaii, and within this district.

IV

Answering Article IV of the libel, claimant admits that libelant MALAYO, was entitled to wages in the amount of ONE HUNDRED FIFTY DOLLARS (\$150) per month for services performed on the Junk CHENG HO from July 7, 1947, until November 18, 1947; denies that libelant ENGLISH was entitled to any wages for services performed on the Junk CHENG HO from July 7, 1947, until October 1, 1947; admits that libelant ENGLISH was entitled to wages in the amount of ONE HUNDRED FIFTY DOLLARS (\$150) per month for services performed on the Junk CHENG HO from October 1, 1947, until November 18, 1947; denies that either of the libelants was entitled to any wages in money of the United States of America for all or any portion of the period of time beginning November 18, 1947, and ending

July 7, 1948; admits that for services performed during said period from November 18, 1947, until July 7, 1948, each of the libelants was entitled to wages in Pacific Francs equal in value to a total of ONE HUNDRED FIFTY DOLLARS (\$150); denies that libelants or either of them are entitled to any shares of stock for any services performed by them or either of them; denies that libelants or either of them are entitled to any wages for any period of time since July 7, 1948; alleges that payments heretofore made to libelants and each of them exceed the amount of wages earned by them; denies that libelants or either of them made any demands on the Master of the Junk CHENG HO or upon the owner thereof for wages or shares of stock; denies that the libelants or either of them were entitled to any shares of stock; denies that libelants or either of them were damaged in any amount whatsoever by their failure to obtain shares of stock.

V

Further answering, the claimant alleges that the Junk CHENG HO is a French vessel, whose home port is Papeete, Tahiti, flying the French flag and that it has never been an American vessel; alleges that wages payable to seamen for services aboard French vessels whose home port is Papeete, Tahiti, are payable only in Pacific Francs; alleges that libelants and each of them were duly discharged at Papeete, Tahiti, on or about July 7, 1948, and were thereupon duly paid all wages earned and owing them.

VI

All and singular the premises are true.

WHEREFORE, claimant prays that the libel herein be dismissed with costs.

CHENG HO TRADING AND EXPLORING
CO., LTD., owner of the Junk
CHENG HO

By (Sqn) Constance de Buisson
Its President

WAMENI C. WETENIW

WALTON C. WETENIW

WALTON C. WETENIW

September 15, 1948

Mr. Otto F. Heine
United States Marshal
Federal Building
Honolulu, T.H.

Dear Mr. Heine:

This will authorize Mr. George M. Goodwin, an appraiser connected with Mr. George E. Whittaker of the Terminal Building, to board the Cheng Ho for the purpose of making an appraisal of said vessel.

Mr. Goodwin's appraisal is necessary for testimony in the trial in Admiralty No. 408, which is to be had on September 20th next.

Very truly yours,

WCI:fb

Winston C. Ingman

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII

SATURNINO MALAYO and
HAROLD ENGLISH,

Libelants,

vs.

The Junk CHENG HO, Her Engines
Tackle, Apparel, Furniture, etc.

Respondent.

IN ADMIRALTY
NO. 408

ORDER FOR PROCESS

Winston C. Ingman
410 Merchandise Mart Bldg.
Honolulu, T.H.

Proctor for Libelants.

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII

SATURNINO MALAYO
and
HAROLD ENGLISH,

Libelants,

vs.

The Junk CHENG HO, Her Engines,
Tackle, Apparel, Furniture, etc.

Respondent.

IN ADMIRALTY
No. 408

ORDER FOR PROCESS

GOOD CAUSE APPEARING THEREFOR, it is ordered that process in due form may issue against the Junk CHENG HO, Her Engines, Tackle, Apparel, Furniture, etc., and that all persons claiming any right, title or interest in said Junk CHENG HO, Her Engines, Tackle, Apparel, Furniture, etc., may be cited to appear before this Court on Monday the 20th day of September, 1948, at Ten O'clock A.M. and that upon such seizure the Marshal shall publish notice in the Honolulu Advertiser on the 14th day of September, 1948, of the arrest, the publication to contain the title of the suit, the cause or nature of the action, the amount demanded, the time and place of the return of the monition, with notice to all persons to appear or that default and condemnation will be ordered, with names of the Marshal and Proctor, and shall post a similar notice in a public manner at the place of trial.

Dated: Honolulu, T.H. September 12th 1948.

(S) J. FRANK McLAUGHLIN

Judge
United States District Court

*check forth 6.20
service 6.06*

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII

SATURNINO MALAYO and
HAROLD ENGLISH,

Libelants,

vs.

The Junk CHENG HO, Her Engines,
Tackle, Apparel, Furniture, etc.,

Respondent.

IN ADMIRALTY
NO. 408

NOTICE OF ARREST OF PROPERTY

WINSTON C. INGMAN
410 Merchandise Mart Bldg.
Honolulu, TH

Proctor for Libelants

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII

SATURNINO MALAYO
and
HAROLD ENGLISH,

Libelants,

vs.

The Junk CHENG HO, Her Engines,
Tackle, Apparel, Furniture, etc.

Respondent.

IN ADMIRALTY
No. 408

NOTICE OF ARREST OF PROPERTY

NOTICE IS HEREBY GIVEN that pursuant to a Warrant of Seizure and Arrest, the property above mentioned has been seized by me and is now held in my custody, that the nature of the action is an Amended Libel in Rem for Seamen's Wages, and that the amount demanded is a total of Fifty Two Hundred and Eighty Five Dollars (\$5285.00).

All persons interested are notified to appear before the above named Court at the Federal Building, Honolulu, T.H., on the 20th day of September, 1948, at the hour of 10⁰⁰ am of the same day, if that day shall be a day of jurisdiction, otherwise on the next day of jurisdiction thereafter, or default of judgment will be ordered.

Otto F. Heine
U. S. Marshall

Winston C. Ingman
410 Merchandise Mart Bldg.
Honolulu, T.H.

Proctor for Libelants

Bishop Museum
is having article
photostatted
by Mann
in Dillingham
Bldg where
we are to
call & pay for
it.

Ed.

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII
APRIL TERM 1948

SATURNINO MALAYO and
HAROLD ENGLISH,

Libelants,

vs.

The Junk CHENG HO, Her Engines,
Tackle, Apparel, Furniture, etc.,

Respondent.

IN ADMIRALTY
NO. 408

AMENDED LIBEL IN REM FOR SEAMEN'S WAGES

and

WARRANT AND MONITION

SEP 13 1948

Wm. F. Thompson, Jr., Clerk
(S) THOS. P. DOWLING
Deputy Clerk

Winston C. Ingman
410 Merchandise Mart Bldg.
Honolulu, TH

Proctor for Libelants.

WIT: A True Copy
Wm. F. Thompson, Jr.,
Clerk, United States District
Court, District of Hawaii.

By

Deputy

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII
APRIL TERM 1948

SATURNINO MALAYO
and
HAROLD ENGLISH,

Libelants,

vs.

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

Respondent.

IN ADMIRALTY

No.408

AMENDED LIBEL IN REM FOR SEAMEN'S WAGES

TO THE HONORABLE, THE JUDGES OF THE UNITED STATES DISTRICT COURT
FOR THE TERRITORY OF HAWAII

The amended libel of SATURNINO MALAYO and HAROLD ENGLISH
against the junk CHENG HO, her tackle, apparel, furniture, etc.,
and all persons intervening for their interest in said junk in a
cause of action for wages, respectfully shows:

I

That libelants are, and at all times herein mentioned were
residents of the Territory of Hawaii.

II

That on or about June 1, 1947, at Honolulu, City and County
of Honolulu, Territory of Hawaii, libelant SATURNINO MALAYO was
employed by the Cheng Ho Trading and Exploring Company, Limited,
a Hawaiian Corporation, and owner of the Cheng Ho, as a seaman
on the junk Cheng Ho to make cruises to various ports in the
South Pacific for an indefinite period at the wages hereinafter
set forth; that on or about July 1, 1947, at said Honolulu,
libelant HAROLD ENGLISH was employed by the Cheng Ho Trading and

Exploring Company, Limited, aforesaid, as a seaman on the junk Cheng Ho to make cruises to various ports in the South Pacific for an indefinite period at the wages hereinafter set forth; that libelants served as crew members of the junk Cheng Ho continuously from June 1, 1947, and July 1, 1947, respectively, through August 31, 1948, and were discharged September 1, 1948.

III

That on or about July 31, 1948, said junk Cheng Ho with the libelants on board as members of the crew of said vessel arrived at Honolulu, Territory of Hawaii; that said junk Cheng Ho is now lying at Pier 8 in Honolulu, City and County of Honolulu, Territory of Hawaii and within this district.

IV

That under the terms of their contract of employment for the services performed on said junk Cheng Ho each of the libelants was entitled to wages in the amount of One Hundred and Fifty Dollars (\$150.00) cash and one One Hundred Dollar (\$100.00) par value share of Cheng Ho Trading and Exploring Company, Limited, stock per month; that the total amount of wages and stock due libelant SATURNINO MALAYO for the period from June 1, 1947, to August 31, 1948, was Twenty Two Hundred and Fifty Dollars (\$2250.00) cash and Fifteen (15) One Hundred Dollar (\$100.00) par value shares of said Cheng Ho stock; that the total amount of wages and stock due libelant HAROLD ENGLISH for the period from July 1, 1947, to August 31, 1948, was Twenty One Hundred Dollars (\$2100.00) cash and Fourteen (14) One Hundred Dollar (\$100.00) par value shares of said Cheng Ho stock; that libelant SATURNINO MALAYO has been paid Twelve Hundred and Forty Two Dollars (\$1242.00) cash and one One Hundred Dollar (\$100.00) par value share of said Cheng Ho stock; that libelant HAROLD ENGLISH has been paid

Six Hundred and Twenty Three Dollars (\$623.00) cash; that libelant SATURNINO MALAYO has not received the other Fourteen (14) shares of Cheng Ho stock due him as aforesaid and that libelant HAROLD ENGLISH has received no shares of said Cheng Ho stock; that there is now due and owing libelant SATURNINO MALAYO One Thousand and Eight Dollars (\$1008.00) and Fourteen (14) One Hundred Dollar (\$100.00) par value shares of said Cheng Ho stock; that there is now due and owing libelant HAROLD ENGLISH Fourteen Hundred and Seventy Seven Dollars (\$1477.00) and Fourteen (14) One Hundred Dollar (\$100.00) par value shares; that said libelants have made demand on the Master of said junk Cheng Ho and the owner thereof for the wages and shares of stock aforesaid but all of said demands have been wrongfully refused by the said Master and the said Owner; that in addition to the cash wages owing them as aforesaid each of the libelants has been damaged in the sum of Fourteen Hundred Dollars (\$1400.00) by the failure to deliver to them the shares of stock as aforesaid.

X

WHEREFORE LIBELANTS PRAY:

1. That process in due form of law may issue against the junk Cheng Ho, her engines, tackle, apparel, furniture, etc., and against all persons having or claiming any interest therein, that they may be cited to appear and answer all and singular the matters aforesaid,

2. And that this Honorable Court may be pleased to decree the payment of the libelants' claims.

3. And that said junk, its engines, tackle, apparel, furniture, etc., may be condemned and sold to pay the same.

4. And that Libelants may have such other and further relief as the Court may deem just.

Dated at Honolulu, T.H. this 13th day of September, 1948.

By S. SATURNINO MALAYO
Saturnino Malayo
Harold English
by (S) Winston C. Segura *Pratt*

*(and signed by
 English)*

FOR THE TERRITORY OF HAWAII

ADM. NO. 408

SATURNINO MALAYO and HAROLD ENGLISH, Libelants,

vs.

The Junk CHENG HO, Her Engines, Tackle, Apparel, Furniture, etc.,
Respondent.

THE PRESIDENT OF THE UNITED STATES OF AMERICA,

To the Marshal of the United States of America
for the Territory of Hawaii -- Greetings:

WHEREAS, an Amended Libel hath been filed in the
District Court of the United States for the
Territory of Hawaii, on the 13th day of
September, A. D., 1948

By SATURNINO MALAYO and HAROLD ENGLISH, Libelants above named,
against the Junk CHENG HO, Her Engines, Tackle, Apparel,
Furniture, etc., and all persons intervening for any interest
in the same, in a cause of contract, civil and maritime,

for the reasons and causes in the said Amended Libel mentioned,
and praying the usual process and monition of the said Court in
that behalf to be made, and that all persons interested in the said
vessel, her engines, etc., may be cited in general and special to
answer the premises, and all proceedings being had that the said
vessel, her engines, etc., may for the causes in the said Amended
Libel mentioned, be condemned and sold to pay the demands of the
Libelants.

YOU ARE THEREFORE HEREBY COMMANDED to attach the said vessel,
her engines, etc., and to retain the same in your custody until
the further order of the Court respecting the same, and to give
due notice to all persons claiming the same, or knowing or having
anything to say why the same should not be condemned and sold
pursuant to the prayer of the said Amended Libel, that they be and
appear before the said Court, to be held in and for the Territory
of Hawaii on the 20th day of September, A. D. 1948, at
Ten o'clock in the forenoon of the same day, if
that day shall be a day of jurisdiction, otherwise on the next day
of jurisdiction thereafter, then and there to interpose a claim
for the same, and to make their allegations on that behalf.

And what you shall have done in the premises, do you then and
there make return thereof, together with this writ.

WITNESS, the Hon. J. FRANK McLAUGHLIN, Judge of
said Court, at the City of Honolulu, in the Territory of Hawaii,
this 13th day of September, A. D. 1948, and of our independence,
the one hundred and seventieth.

WINSTON C. INGMAN
410 Merchandise Mart Bldg.
Honolulu, TH

WM. F. THOMPSON, JR.

Clerk

Praetor for Libelants

BY:

Deputy Clerk

Monition Issued 13th A True Copy, 1948

Returnable

1948

W. F. Thompson, Jr.,
United States District
Court, District of Hawaii.

By

Deputy

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII

SATURNINO MALAYO and
HAROLD ENGLISH,

Libelants,

vs.

The Junk CHENG HO, Her Engines,
Tackle, Apparel, Furniture, etc.

Respondent.

IN ADMIRALTY
No. 408

STIPULATION FOR COSTS

FILED SEP 10 1948
at 10 o'clock and 45 minutes a.m.
Wm. F. Thompson, Jr., Clerk
By (S) THOS. P. CUMMINS
Deputy clerk

WINSTON C. INGMAN
410 Merchandise Mart Bldg.
Honolulu, TH.

Proctor for Libelants.

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII

SATURNINO MALAYO and
HAROLD ENGLISH,

Libelants,

vs.

The Junk CHENG HO, Her Engines,
Tackle, Apparel, Furniture, etc.

Respondent

IN ADMIRALTY
NO. 408

STIPULATION FOR COSTS

WHEREAS a libel was filed in this Court on or about the 2nd day of September, 1948, by SATURNINO MALAYO and HAROLD ENGLISH vs. The Junk CHENG HO, Her Engines, Tackle, Apparel, Furniture, etc., for the reasons and causes in said libel mentioned, and praying that process may issue against said respondent, and the said SATURNINO MALAYO and HAROLD ENGLISH, libelants, and OTTO DEGENER, surety, parties hereto, hereby consenting and agreeing that in case costs are awarded against the libelants above named, or OTTO DEGENER, surety, the decree therefor not exceeding the sum of FIVE HUNDRED DOLLARS (\$500.00) may be entered against them and each of them, and thereupon execution may issue against their and each of their goods, chattels, lands, tenements or other real estate,

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED for the benefit of whom it may concern, that the libelants, SATURNINO MALAYO and HAROLD ENGLISH, and the surety, undersigned, OTTO DEGENER, shall be and each of them is hereby bound in the sum of FIVE HUNDRED DOLLARS (\$ 500.00), conditioned that they shall pay all costs and expenses which shall be awarded against the libelants above named

and/or the surety, undersigned, or any of them, by decree of this Court, and in case of appeal, by any Appellate Court.

Dated: Honolulu, TH, this 10th day of September, 1948.

/s/ Saturnino Malayo
Principal

/s/ Harold English
Principal

/s/ Otto Degener
Surety

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

On this 10th day of September, 1948, before me personally appeared SATURNINO MALAYO, HAROLD ENGLISH and OTTO DEGENER, to me known to be the persons described in and who severally executed the same as their free act and deed.

/s/ Edith K. Sodekani
Notary Public, First Judicial
Circuit, Territory of Hawaii.

My Commission expires 9-30-51

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

OTTO DEGENER, surety on the foregoing bond, being first duly sworn, on oath, deposes and says: that he is a resident of Waiialua, Oahu, Territory of Hawaii, and that his Post Office address is Box 187; that he is a botanist by profession; that he is over twenty years of age; that he has property situate within the Territory of Hawaii subject to execution; that he is worth the sum of One Thousand Dollars (\$1,000.00) in such property situate within the said Territory, over and above all his debts and liabilities and property exempt from execution.

/s/ Otto Degener

Subscribed and sworn before me this
10th day of September, 1948.

/s/ Edith K. Sodekani
Notary Public, First Judicial Circuit
Territory of Hawaii.
My Commission expires 9-30-51

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII

SATURNINO MALAYO and
HAROLD ENGLISH,

Libelants

vs.

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

Respondent

IN ADMIRALTY NO. 408

PLEA TO JURISDICTION

*Mr. ~~Foster~~
Foster
Filipino
V. Consul*

BERNARD H. LEVINSON
Merchandise Mart Building
Honolulu, T. H.

Proctor for
CHENG HO TRADING AND EXPLORING CO., LTD.

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII

SATURNINO MALAYO and
HAROLD ENGLISH,

Libelants

vs.

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

Respondent

IN ADMIRALTY NO. 408

PLEA TO JURISDICTION

TO THE HONORABLE, THE JUDGES OF THE UNITED STATES DISTRICT
COURT FOR THE TERRITORY OF HAWAII:

Comes now CHENG HO TRADING AND EXPLORING CO., LTD., a
Hawaiian corporation, appearing specially and solely for the
purpose of contesting the jurisdiction of this Court, and for
no other purpose, and alleges as follows:

1. The Junk CHENG HO is a French vessel flying the
French flag, and is owned and operated by the CHENG HO TRADING
AND EXPLORING CO., LTD., a Hawaiian corporation.

2. Said vessel has not been at any time on or after
July 1, 1947, an American vessel. Between July 1, 1947, and
November 18, 1947, on which latter date said vessel was pro-
visionally registered as a French vessel, no one was employed
as a seaman on said vessel.

3. The libelants have failed to file herein the
Stipulation for Costs required by Rule 43 of the Admiralty
Rules of this Court.

4. The libelants seek in this action a decree which
would require the CHENG HO TRADING AND EXPLORING CO., LTD., to
issue shares of its stock to the libelants.

5. The CHENG HO TRADING AND EXPLORING CO., LTD., is not a party to this action.

6. This Honorable Court does not have jurisdiction over this controversy, and is without authority to grant the relief prayed for by the libelants.

WHEREFORE, the premises considered, CHENG HO TRADING AND EXPLORING CO., LTD., prays the Court that the libel herein be dismissed.

(s) BERNARD H. LEVINSON
Proctor for
CHENG HO TRADING AND EXPLORING CO., LTD.
328 Merchandise Mart Building
Honolulu, T. H.

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

CONSTANCE de BISSCHOP being duly sworn, deposes and says:

That she is the President of the CHENG HO TRADING AND EXPLORING CO., LTD.; that she has read the foregoing plea to the jurisdiction, knows the contents thereof, and that the same is true of her own knowledge.

That the reason this verification is made by deponent is that the CHENG HO TRADING AND EXPLORING CO., LTD., is a corporation, and deponent is an officer thereof, to wit, its President.

Constance de Bisschop
CONSTANCE de BISSCHOP

Subscribed and sworn to before me this 24 day of September, 1948.

(s) RALPH F. MATSUMURA
Notary Public, First Judicial
Circuit, Territory of Hawaii.

My Commission Expires: APRIL 25, 1952

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII

SATURNINO MALAYO
and
HAROLD ENGLISH,

Libelants,

vs.

The Junk CHENG HO, her engines,
Tackle, Apparel, Furniture, etc.,

Respondent.

IN ADMIRALTY

No. 408

LIBEL IN REM FOR SEAMEN'S WAGES

and

WARRANT AND MONITION

FILED SEP-2-1949
ATTEST: Wm. E. Thompson Clerk, U.S. District
Court, Honolulu, Hawaii.
By Wm. E. Thompson Deputy Clerk

Winston C. Ingman,
410 Merchandise Mart Bldg.
Honolulu, T.H.

Proctor for Libelants.

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII
APRIL TERM 1948

SATURNINO MALAYO,
and
HAROLD ENGLISH,

Libelants,

vs.

The junk CHENG HO, her Engines,
Tackle, Apparel, Furniture, etc.,

Respondent.

IN ADMIRALTY

No. _____

LIBEL IN REM FOR SEAMEN'S WAGES

TO THE HONORABLE, THE JUDGES OF THE UNITED STATES DISTRICT COURT
FOR THE TERRITORY OF HAWAII:

The libel of SATURNINO MALAYO and HAROLD ENGLISH against the
junk CHENG HO, her tackle, apparel, furniture, etc., and all persons
intervening for their interest in said junk in a cause of action for
wages, respectfully shows:

I

That libelants are, and at all times herein mentioned were
residents of the Territory of Hawaii.

II

That on or about July 1, 1947, at Honolulu, City and County
of Honolulu, Territory of Hawaii, libelants were employed by the
Cheng Ho Trading and Exploring Company, Limited, an Hawaiian
Corporation, and owner of the Cheng Ho, as seamen on the junk Cheng
Ho to make cruises to various ports in the South Pacific for an
indefinite period at the wages hereinafter set forth; that libelants
served as crew members of the junk Cheng Ho continuously from July
1, 1947, through August 31, 1948, and were discharged September 1,
1948.

III

That on or about July 31, 1948, said junk Cheng Ho with the libelants on board as members of the crew of said vessel arrived at Honolulu, Territory of Hawaii; that said junk Cheng Ho is now lying at Pier 6 in Honolulu, City and County of Honolulu, Territory of Hawaii and within this district.

IV

That under the terms of their contract of employment for the services performed on said junk Cheng Ho the libelants were entitled to wages in the amount of One Hundred and Fifty Dollars (\$150.00) cash and one One Hundred Dollar (\$100.00) share of Cheng Ho Trading and Exploring Company stock per month; that the total amount of wages and stock due each of the libelants for the period from July 1, 1947, to August 31, 1948, was Twenty One Hundred Dollars (\$2100.00) cash and fourteen (14) One Hundred Dollar (\$100.00) shares of said Cheng Ho stock; that libelant SATURNINO MALAYO has been paid Seven Hundred Dollars (\$700.00) cash; that libelant HAROLD ENGLISH has been paid Six Hundred Dollars (\$600.00) cash; that neither libelant has received any shares of said Cheng Ho stock; that there is now due and owing libelant SATURNINO MALAYO Fourteen Hundred Dollars (\$1400.00) and fourteen (14) One Hundred Dollar (\$100.00) shares of said Cheng Ho stock; that there is now due and owing libelant HAROLD ENGLISH Fifteen Hundred Dollars (\$1500.00) and fourteen (14) One Hundred Dollar shares; that said libelants have made demand on the Master of said junk Cheng Ho and the Owner thereof for the wages and shares of stock aforesaid but all of said demands have been wrongfully refused by the said Master and the said Owner.

WHEREFORE, LIBELANTS PRAY:

1. That process in due form of law may issue against the junk CHENG HO, her engines, tackle, apparel, furniture, etc.,

2.

and against all persons having or claiming any interest therein, that they may be cited to appear and answer all and singular the matters aforesaid,

2. And that this Honorable Court may be pleased to decree the payment of the Libelants' claim.

3. And that said junk, its engines, tackle, apparel, furniture, etc., may be condemned and sold to pay the same,

4. And that Libelants may have such other and further relief as the Court may deem just.

Dated at Honolulu, T.H., this 2nd day of September, 1948.

15/ Saturnino Malayo
Saturnino Malayo

14/ Harold English
Harold English

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

SATURNINO MALAYO, being first duly sworn, on oath, deposes and says: that he is the libelant above named, that he has read the foregoing Libel in Rem, knows the contents thereof, and that the same is true.

15/ Saturnino Malayo
Saturnino Malayo

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

HAROLD ENGLISH, being first duly sworn, on oath, deposes and says: that he is the libelant above named, that he has read the foregoing Libel in Rem, knows the contents thereof, and that the same is true.

14/ Harold English
Harold English.

Subscribed and sworn to before me this 2nd day of September, 1948.

14/ Edith A. Todetani
Notary Public, First Judicial Circuit
Territory of Hawaii
My commission expires 9-30-51

FOR THE TERRITORY OF HAWAII

Adm. No. _____

SATURNINO MALAYO and HAROLD ENGLISH, Libelants,

vs.

The Junk CHENG HO, her Engines, Tackle, Apparel, Furniture, etc.,
Respondent.

THE PRESIDENT OF THE UNITED STATES OF AMERICA,

To the Marshal of the United States of America
for the Territory of Hawaii -- Greetings:

WHEREAS, a Libel hath been filed in the District
Court of the United States for the Territory
of Hawaii, on the 2nd day of September,
A. D. 1948

By SATURNINO MALAYO and HAROLD ENGLISH, Libelants above named,
against the Junk CHENG HO, her Engines, Tackle, Apparel,
Furniture, etc., and all persons intervening for any interest
in the same, in a cause of contract, civil and maritime,

for the reasons and causes in the said Libel mentioned, and pray-
ing the usual process and monition of the said Court in that behalf
to be made, and that all persons interested in the said vessel, her
engines, etc., may be cited in general and special to answer the
premises, and all proceedings being had that the said vessel, her
engines, etc., may for the causes in the said Libel mentioned, be
condemned and sold to pay the demands of the Libelant.

YOU ARE THEREFORE HEREBY COMMANDED to attach the said vessel,
her engines, etc., and to retain the same in your custody until the
further order of the Court respecting the same, and to give due
notice to all persons claiming the same, or knowing or having any-
thing to say why the same should not be condemned and sold pursuant
to the prayer of the said Libel, that they be and appear before the
said Court, to be held in and for the Territory of Hawaii on the
13th day of September, A. D. 1948, at 10 o'clock in
the Forenoon of the same day, if that day shall be a day of
jurisdiction, otherwise on the next day of jurisdiction thereafter,
then and there to interpose a claim for the same, and to make their
allegations on that behalf.

And what you shall have done in the premises, do you then and
there make return thereof, together with this writ.

WITNESS, the Hon. S) J. FRANK MALOCHLIN, Judge of
said Court, at the City of Honolulu, in the Territory of Hawaii,
this 2nd day of September, A. D. 1948, and of our independence, the
one hundred and seventieth.

C.

WINSTON/INGMAN
410 Merchandise Mart Bldg.
Honolulu, T. H.

WM. F. THOMPSON, JR.

Clerk

BY

Deputy Clerk

Proctor for Libelants

Monition issued Sept 2, 1948

Returnable
1948

NAME	Harold English	
DATE	1947	
PLACE	Cheng Ho Trading -	
AMOUNT	1947 - Salary 300.00	
REMARKS	g. p. o. t. a. c. p. 6.00	
TOTAL	2100	
	623	
	1477	

OFFICE OF NEW YORK

STATEMENT

August 1th 1948
M Cheng Ho Trading &
Exploring Co. Honolulu
To War ~~Kemp~~ Honolulu
up to and including
any —

Ford for Crew
of Cheng Ho.

~~Donny~~ \$590

Witness that above
Claim is correct.

STATEMENTS

July 31st 1948

M. Cheng Ho Trading
 8, Exploring Co. Honolulu
 To Wm Kemp. Honolulu
 up to and including
 survey. —

Fords for crew
of Cheng Ho—

5.78

Witness that above
claim is correct.

STATEMENT

August. 2nd 1948

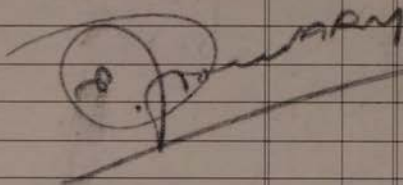
M. Chong Ho Trading
& Exploring Co Honolulu
To Wm Kemp Honolulu

up to and including
May. - 1948

Food for crew of
Cheng Ho

\$ 57.70

Witness above claim
is correct.



STATEMENT

August 3rd 1948

M. Cheng Ho. Trading
& Exploring Co. Honolulu
To Wm Kemp. Honolulu
up to and including
Aug. 1948

Food for Crew of
Cheng Ho.

#570

witness that above
claim is correct
S. J. Murray

STATEMENT

August 4th 1948

M Cheng Ho. Trading
& Exploring Co. Honolulu
To Wm Kemp Honolulu

up to and including
Aug - 1948

Food for crew of
Cheng Ho.

\$ 5.80

Witness that above
claim is correct

L. J. Murray

STATEMENT

August 5th 1948

M. Cheng Ho. Trading &
Exploring Co. Honolulu
To Wm Kempf. Honolulu
up to and including
Aug. 1948

Food for crew of
Cheng Ho.

\$ 5.90

Witness that above
Claim is correct

Wm Kempf

STATEMENT

August 6th 1948
M'Ching Ho. Trading &
Exploring Co.
To Wm Kemp, Honolulu
up to and including
Aug. 1948—

\$5.90

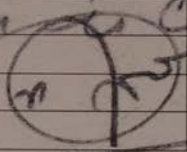
witness that above
claim is correct.

Wm Kemp

STATEMENT

August 7th 1948
M. Cheng Ho Trading
& Exploring Co. Honolulu
To Wm Kemp Honolulu
up to and including
Aug - 1948

Food for crew of
Cheng Ho.

#600
Witness that above
claim is correct


STATEMENT

August

8th

1948

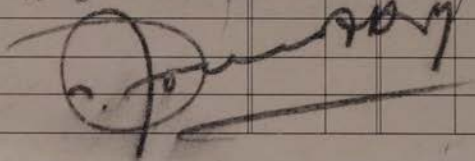
M Cheng Ho Trading
& Exploring Co. Honolulu
To Wm Kemp, Honolulu Dr.

up to and including
Aug. 1948

Food for crew of
Cheng Ho

\$ 6.00

Witness that above
claim is correct



STATEMENT

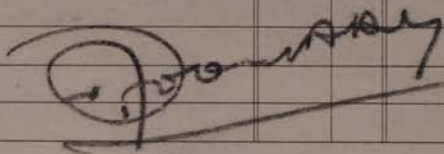
August 9th 1948

M. Cheng Ho, Trading
& Exploring Co. Honolulu
To Wm Kemp, Honolulu
up to and including
Aug - 1948.

Food for crew of
Cheng Ho

\$ 600

Witness that above
claim is correct



IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII

TANE a TERIITAMEHO, EDOUARD TOOMARU,
REIPU TUAIRA, ROGER JOHNSTON, MANUEL
TEITIOROOO, MAIROTO a FARAIRE, TAPU
a MAAHEA, and THEODORE TALARUI TU,

Libelants,

vs.

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

Respondent.

IN ADMIRALTY

No. 407

DISMISSAL WITH PREJUDICE

SEP 16 1948
FILED
At 11 o'clock and 10 minutes
Wm. F. Thompson, Jr., Clerk
By (S) HODG. F. ROSS
Deputy Clerk

SMITH, WILD, BEEBE & CADES
BISHOP TRUST BUILDING
Honolulu, T. H.

Proctors for Libelants.

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII

TANE a TERIITAMEHO, EDOUARD TOOMARU,
REIPU TUAIRA, ROGER JOHNSTON, MANUEL
TEITIOROOO, MAIROTO a FARAIRE, TAPU
a MAAHEA, and THEODORE TAIARUI TU,

Libelants,

vs.

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

Respondent.

IN ADMIRALTY

No. 407

DISMISSAL WITH PREJUDICE

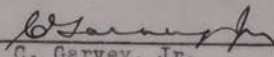
TO THE HONORABLE, THE JUDGES OF THE UNITED STATES DISTRICT
COURT FOR THE TERRITORY OF HAWAII:

Comes now TANE a TERIITAMEHO, EDOUARD TOOMARU,
REIPU TUAIRA, ROGER JOHNSTON, MANUEL TEITIOROOO, MAIROTO a
FARAIRE, TAPU a MAAHEA, and THEODORE TAIARUI TU, Libelants
in the above entitled action, by their Proctors, SMITH,
WILD, BEEBE & CADES, and dismiss the above entitled Libel
with prejudice.

Dated: Honolulu, T. H., this 16th day of
September, 1948.

SMITH, WILD, BEEBE & CADES,
Proctors for Libelants,

By


C. Garvey, Jr.

Rule 10

*Staples & Sumner
for other papers
W. H. Sumner Bldg.*

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII
APRIL TERM 1948

*7 days
3 days to
amend*

TANE a TERITAMEHO, EDOUARD TOOMARU,
REIPU TUAIRA, ROGER JOHNSTON, MANUEL
TEITIOROOO, MAIROTO a FARAIRE, TAPU
a MAAHEA, and THEODORE TAIARUI TU,

Libelants,

IN ADMIRALTY

vs.

NO. 407

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

Respondent.

LIBEL IN REM FOR SEAMEN'S WAGES,
COSTS OF REPATRIATION AND DAMAGES

and

WARRANT AND MONITION

*arr by 14th
answered by 15th
trial on 20th
10:00 a.m.*

FILED AUG 23 1948
at 11 o'clock and 6 minutes A.M.
Wm. F. Thompson, Jr., Clerk
By (S) THOS. E. COOKINS
Deputy Clerk

ATTEST: A True Copy
Wm. F. Thompson, Jr.,
Clerk, United States District
Court, District of Hawaii.

By P. Sumner
Deputy

SMITH, WILD, BEEBE & CADES
Bishop Trust Building
Honolulu 48, T. H.,
Proctors for Libelants.

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII

APRIL TERM 1948

TANE a TERIITAMEHO, EDOUARD TOOMARU,
REIPU TUAIRA, ROGER JOHNSTON, MANUEL
TEITIOROO, MAIROTO a FARAIRE, TAPU
a MAAHEA, and THEODORE TAIARUI TU,

Libelants,

vs.

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

Respondent.

IN ADMIRALTY

NO. _____

LIBEL IN REM FOR SEAMEN'S WAGES,
COSTS OF REPATRIATION AND DAMAGES

TO THE HONORABLE, THE JUDGES OF THE UNITED STATES DISTRICT
COURT FOR THE TERRITORY OF HAWAII:

The libel of TANE a TERIITAMEHO, EDOUARD TOOMARU,
REIPU TUAIRA, ROGER JOHNSTON, MANUEL TEITIOROO, MAIROTO a
FARAIRE, TAPU a MAAHEA and THEODORE TAIARUI TU, against the
junk CHENG HO, her tackle, apparel, furniture, etc., and all
persons intervening for their interest in said junk in a
cause of action for wages, costs of repatriation, damages,
etc., civil and maritime, respectfully shows:

I.

That Libelants are, and at all times herein mentioned
were citizens and residents of Tahiti, Society Islands, French
Oceania.

II.

That on or about April 30th, 1948, at Papeete,
Tahiti, the Libelants were employed by the CHENG HO TRADING
AND EXPLORING COMPANY, LTD., a Hawaiian corporation, and owner

of the junk CHENG HO, as crew members of the junk CHENG HO to make cruises to various ports in the South Pacific and to Honolulu, Territory of Hawaii, and return to Tahiti, for an indefinite period at the wages and in the duties herein-after set opposite their names.

-III-

That on or about July 31, 1948, said junk CHENG HO with the Libelants on board as members of the crew of said vessel arrived at Honolulu, Territory of Hawaii. Said junk CHENG HO is now lying at Pier 6 in Honolulu, City and County of Honolulu, Territory of Hawaii, and within this district.

-IV-

That on or about the 5th day of August, 1948, a writ of attachment issued from the Circuit Court of the First Judicial Circuit, Territory of Hawaii, attaching said junk CHENG HO, together with all its tackle, apparel, furniture, etc.; that said attachment was issued in the case of OTTO DEGNER, Plaintiff, v. CHENG HO TRADING AND EXPLORING COMPANY, LTD., Defendant, being Law No. 19222, and filed in said Circuit Court on July 31, 1948.

-V-

That said Libelants were ordered off the junk CHENG HO on August 21, 1948, by the Deputy Sheriff of the Territory of Hawaii enforcing said attachment and that by reason thereof the said Libelants have been discharged from their duties and have been left without wages, shelter or food.

-VI-

That under the terms of their contract of employment for the services performed on said junk CHENG HO as members of the crew thereof the Libelants are entitled to wages in the following sums:

<u>Name</u>	<u>Duties</u>	<u>Monthly Rate of Salary</u>	<u>Amount Due for period - Aug. 7, 1948-Aug. 21, 1948</u>
Tane a Terlitameho	Asst. Engineer	\$80.	\$40.
Edouard Toomaru	Seamen	60.	30.
Reipu Tusira	Boatswain	80.	40.
Roger Johnston	Seam	60.	30.
Manuel Teitioroo	Chief Engineer	160.	80.
Mairoto a Paraire	Able Seaman	76.	76.
Tapu a Maahaa	Seaman	60.	60.
Theodore Taiarui Tu	Seaman	60.	60.
			<u>\$396.</u>

That one-half of the above monthly wages are now due and payable covering the period August 7, 1948 through August 21, 1948, inclusive, in the total sum of \$396.00. In addition to the foregoing sums, each of the Libelants is entitled to the sum of \$809.00, which is a reasonable cost of his maintenance and return transportation to Tahiti aforesaid, and that the total transportation costs of repatriation for the eight Libelants is \$6,472.00; that the said Libelants and each of them made demand on the Master of said junk CHENG HO and the owner thereof for wages, food, shelter, and the costs of transportation to Tahiti aforesaid, but all of said demands were wrongfully refused by the said Master and the said owner; that the failure of the said Master and the said owner of the junk CHENG HO to provide food and shelter has damaged and will continue to damage each of said libelants to the extent of \$6.00 per diem.

WHEREFORE, LIBELANTS PRAY:

1. That process in due form of law may issue against the junk CHENG HO, her engines, tackle, apparel, furniture, etc., and against all persons having or claiming any interest therein, that they may be cited to appear and answer all and singular the matters aforesaid,
2. And that this Honorable Court may be pleased to decree the payment of the Libelants' claims,
3. And that said junk, its engines, tackle, apparel,

Furniture, etc., may be condemned and sold to pay the same,

4. And that Libelants may have such other and further relief as the Court may deem just.

Dated at Honolulu, T. H., this 23rd day of August, 1948.

SMITH, WILD, BEEBE & CADES

By (Sgd) Clarence Garvey, Jr.
Clarence Garvey, Jr.

Proctors for Libelants.

TERRITORY OF HAWAII }
CITY AND COUNTY OF HONOLULU } SS.:

CLARENCE GARVEY, JR., being first duly sworn, on oath deposes and says: That he is one of the Proctors for the Libelants herein and makes this verification on behalf of said Libelants; that sources of deponent's information are reports from Irving O. Pecker, French Consul, on behalf of the Government of France; that deponent has read the foregoing Libel, knows the contents thereof and that the same is true as he verily believes.

(Sgd) Clarence Garvey, Jr.

Subscribed and sworn to before me
this 23rd day of August, 1948.

(SEAL)

(Sgd) Frieda H. Robert
Notary Public, First Judicial
Circuit, Territory of Hawaii.
My Commission expires June 30, 1949.

FOR THE TERRITORY OF HAWAII

Adm. No. 407

TANE a TERIITAMEHO, EDOUARD TOOMARU, REIPU TUAIRA, ROGER JOHNSTON, MANUEL TRITTIOMOOO, MAIHOTO a FARAIRE, TAPU a MAAREHA, and THEODORE TAIARUI TU, Libelants,

vs.

The Junk CHENO HO, her Engines, Tackle, Apparel, Furniture, etc., Respondent.

THE PRESIDENT OF THE UNITED STATES OF AMERICA,

To the Marshal of the United States of America
for the Territory of Hawaii -- Greeting:

WHEREAS, a Libel hath been filed in the District
Court of the United States for the Territory
of Hawaii, on the 23rd day of August, A.D.
1948

By TANE a TERIITAMEHO, EDOUARD TOOMARU, REIPU TUAIRA, ROGER JOHNSTON, MANUEL TRITTIOMOOO, MAIHOTO a FARAIRE, TAPU a MAAREHA, and THEODORE TAIARUI TU, Libelants above named, against the Junk CHENO HO, her Engines, Tackle, Apparel, Furniture, etc., and all persons intervening for any interest in the same, in a cause of contract, civil and maritime,

for the reasons and causes in the said Libel mentioned, and praying the usual process and monition of the said Court in that behalf to be made, and that all persons interested in the said vessel, her engines, etc., may be cited in general and special to answer the premises, and all proceedings being had that the said vessel, her engines, etc., may for the causes in the said Libel mentioned, be condemned and sold to pay the demands of the Libelant.

YOU ARE THEREFORE HEREBY COMMANDED to attach the said vessel, her engines, etc., and to retain the same in your custody until the further order of the Court respecting the same, and to give due notice to all persons claiming the same, or knowing or having anything to say why the same should not be condemned and sold pursuant to the prayer of the said Libel, that they be and appear before the said Court, to be held in and for the Territory of Hawaii, on the 3rd day of September, A.D., 1948, at 10 o'clock in the forenoon of the same day, if that day shall be a day of jurisdiction, otherwise on the next day of jurisdiction thereafter, then and there to interpose a claim for the same, and to make their allegations on that behalf.

And what you shall have done in the premises, do you then and there make return thereof, together with this writ.

WITNESS, the Hon. J. FRANK McLAUGHLIN, Judge
of said Court, at the City of Honolulu, in the Territory of Hawaii,
this 23rd day of August, A.D. 1948, and of our independence, the
one hundred and seventieth.

SMITH, WILD, BEYRE & CADDER,
Bishop Trust Building,
Honolulu, T.H. ATTEST:

/s/ Wm. F. Thompson, Jr

Clerk

By

Deputy Clerk

Proctors for Libelant

Monition issued

A True Copy
Wm. F. Thompson, Jr.,
Clerk, District Court of Hawaii.

Returnable

1948

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII

SATURNINO MALAYO
and
HAROLD ENGLISH,

Libelants,

vs.

The Junk CHENG HO, her engines,
Tackle, Apparel, Furniture, etc.,

Respondent.

IN ADMIRALTY

No. 408

LIBEL IN REM FOR SEAMEN'S WAGES

and

WARRANT AND MONITION

FILED SEP-21-1948

at 2 o'clock and 55 minutes P.M.

By W. F. Thompson, Jr., Clerk

Deputy Clerk

Winston C. Ingman,
410 Merchandise Mart Bldg.
Honolulu, T.H.

Proctor for Libelants.

IN THE UNITED STATES DISTRICT COURT FOR THE
TERRITORY OF HAWAII
APRIL TERM 1948

SATURNINO MALAYO,
and
HAROLD ENGLISH,

Libelants,

vs.

The junk CHENG HO, her Engines,
Tackle, Apparel, Furniture, etc.,

Respondent.

IN ADMIRALTY

No. 408

Amended LIBEL IN REM FOR SEAMEN'S WAGES

TO THE HONORABLE, THE JUDGES OF THE UNITED STATES DISTRICT COURT
FOR THE TERRITORY OF HAWAII:

The amended libel of SATURNINO MALAYO and HAROLD ENGLISH against the
junk CHENG HO, her tackle, apparel, furniture, etc., and all persons
intervening for their interest in said junk in a cause of action for
wages, respectfully shows:

I

That libelants are, and at all times herein mentioned were
residents of the Territory of Hawaii.

II

That on or about ^{June} ~~July~~ 1, 1947, at Honolulu, City and County
of Honolulu, Territory of Hawaii, libelants ^{SM was} were employed by the
Cheng Ho Trading and Exploring Company, Limited, a Hawaiian
Corporation, and owner of the Cheng Ho, as ^a ~~seaman~~ on the junk Cheng
Ho to make cruises to various ports in the South Pacific for an
indefinite period at the wages hereinafter set forth; that ^{not over about July 1, 47} libelants SM ~~that~~ ^{HE}
served as crew members of the junk Cheng Ho continuously from ^{June 1, 1947} ~~from~~ July
1, 1947, ^{respectively} through August 31, 1948, and were discharged September 1,
1948.

III

That on or about July 31, 1948, said junk Cheng Ho with the libelants on board as members of the crew of said vessel arrived at Honolulu, Territory of Hawaii; that said junk Cheng Ho is now lying at Pier 6 in Honolulu, City and County of Honolulu, Territory of Hawaii and within this district.

IV

That under the terms of their contract of employment for the services performed on said junk Cheng Ho ^{each of} the libelants ^{was} were entitled to wages in the amount of One Hundred and Fifty Dollars (\$150.00) cash and one One Hundred Dollar (\$100.00) ^{per value} share of Cheng Ho Trading and Exploring Company stock per month; that the total amount of wages and stock due SM each of the libelants for the period from ^{June} July 1, 1947, to August 31, 1948, was Twenty ^{Two} ~~One Hundred & Fifty~~ Dollars ^(225.00) ~~(2100.00)~~ cash and ¹⁴ ~~one~~ One Hundred Dollar (\$100.00) shares of said Cheng Ho stock; ^{HE July 1, 47 \$2100 & 14 shares} that libelant SATURNINO MALAYO has been paid Seven Hundred Dollars ^{1242.00} ~~(700.00)~~ cash; that libelant HAROLD ENGLISH has been paid Six Hundred Dollars ^{623.00} ~~(600.00)~~ cash; that Lib. S.M. ^{Lib. S.M. has not received the other 14 shares of Cheng Ho stock due him as aforesaid and the} ~~libelant~~ ^{HE} has received ¹⁴ ~~one~~ shares of said Cheng Ho stock;

that there is now due and owing libelant SATURNINO MALAYO ^{\$1008.00} ~~fourteen (14)~~ ^{fourteen (14)} One Hundred Dollar (\$100.00) ^{per value} shares of said Cheng Ho stock; that there is now due and owing libelant HAROLD ENGLISH ^{\$1477.60} ~~fifteen hundred dollars (\$1500.00)~~ and fourteen (14) ^{(100) per value} One Hundred Dollar shares; that said libelants have made demand on the Master of said junk Cheng Ho and the Owner thereof for the wages and shares of stock aforesaid but all of said demands have been wrongfully refused by the said Master and the said Owner, ^{that in addition to the cash wages owing them as aforesaid each of the libelants has been damaged in the sum of \$1400 by the failure to deliver to them the shares of stock as aforesaid.}

WHEREFORE, LIBELANTS PRAY:

1. That process in due form of law may issue against the junk CHENG HO, her engines, tackle, apparel, furniture, etc.,

2.

and against all persons having or claiming any interest therein, that they may be cited to appear and answer all and singular the matters aforesaid,

2. And that this Honorable Court may be pleased to decree the payment of the Libelants' claims. ~~For wages due to me in~~
~~employment of certain crew of the schooner of stock and~~
3. And that said junk, its engines, tackle, apparel, ^{owing 250} furniture, etc., may be condemned and sold to pay the same, ^{decree the} ~~part of said~~ ^{stock claim}
4. ~~And that Libelants may have such other and further~~ ^{in each} relief as the Court may deem just.

Dated at Honolulu, T.H., this ~~2nd~~ day of September, 1948.

1/ Saturnino Malayo
Saturnino Malayo

1/ Harold English
Harold English

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

SATURNINO MALAYO, being first duly sworn, on oath, deposes and says: that he is the libelant above named; that ^{he is author- ized to make and does make} ~~that~~ he has read the foregoing Libel in Rem, knows the contents thereof, and that the same is true. ^{that he is the author- ized to make and does make}

1/ Saturnino Malayo
Saturnino Malayo

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

HAROLD ENGLISH, being first duly sworn, on oath, deposes and says: that he is the libelant above named, that he has read the foregoing Libel in Rem, knows the contents thereof, and that the same is true.

1/ Harold English
Harold English

Subscribed and sworn to before me this ~~2nd~~ day of September, 1948.

Edith A. Side Tanc
Notary Public, First Judicial Circuit
Territory of Hawaii
My commission expires ~~9-30-48~~

FOR THE TERRITORY OF HAWAII

Adm. No. 408

SATURNINO MALAYO and HAROLD ENGLISH, Libelants,

vs.

The Junk CHENG HO, her Engines, Tackle, Apparel, Furniture, etc.,
Respondent.

THE PRESIDENT OF THE UNITED STATES OF AMERICA,

To the Marshal of the United States of America
for the Territory of Hawaii -- Greetings:

WHEREAS, a Libel hath been filed in the District
Court of the United States for the Territory
of Hawaii, on the 2nd day of September,
A. D. 1948

By SATURNINO MALAYO and HAROLD ENGLISH, Libelants above named,
against the Junk CHENG HO, her Engines, Tackle, Apparel,
Furniture, etc., and all persons intervening for any interest
in the same, in a cause of contract, civil and maritime,

for the reasons and causes in the said Libel mentioned, and pray-
ing the usual process and monition of the said Court in that behalf
to be made, and that all persons interested in the said vessel, her
engines, etc., may be cited in general and special to answer the
premises, and all proceedings being had that the said vessel, her
engines, etc., may for the causes in the said Libel mentioned, be
condemned and sold to pay the demands of the Libelant.

YOU ARE THEREFORE HEREBY COMMANDED to attach the said vessel,
her engines, etc., and to retain the same in your custody until the
further order of the Court respecting the same, and to give due
notice to all persons claiming the same, or knowing or having any-
thing to say why the same should not be condemned and sold pursuant
to the prayer of the said Libel, that they be and appear before the
said Court, to be held in and for the Territory of Hawaii on the
10th day of September, A. D. 1948, at 10 o'clock in
the Forenoon of the same day, if that day shall be a day of
jurisdiction, otherwise on the next day of jurisdiction thereafter,
then and there to interpose a claim for the same, and to make their
allegations on that behalf.

And what you shall have done in the premises, do you then and
there make return thereof, together with this writ.

WITNESS, the Hon. WILLIAM FRANCIS MALONE, Judge of
said Court, at the City of Honolulu, in the Territory of Hawaii,
this 2nd day of September, A. D. 1948, and of our independence, the
one hundred and seventieth.

C.
WINSTON INGMAN
410 Merchandise Mart Bldg.
Honolulu, T. H.

WM. F. THOMPSON, JR.

Clerk

BY

Deputy Clerk

Proctor for Libelants

Monition issued Sept 2, 1948

Returnable

1948

OK *hcl*

The libel of Saturnino Malayo and Harold English against the junk Cheng Ho, her tackle, apparel, furniture, etc., and all persons intervening for their interest in said junk in a cause of action for wages, respectfully shows:

I

That libelants are, and at all times herein mentioned were residents of the Territory of Hawaii.

II

That on or about July 1, 1947 at Honolulu, City and County of Honolulu, Territory of Hawaii, libelants were employed by the Trading & Exploring Company ~~Ltd~~ Cheng Ho/~~XXXXXXXXXXXX~~, an Hawaiian Corporation, and owner of the Cheng Ho, as ~~crew members~~ *Seamen on* the junk Cheng Ho to make cruises to various ports in the South Pacific for an indefinite period at the wages ~~and in the duties~~ hereinafter set ~~opposite their names~~ *forth*; that libelants served as crew members of the junk Cheng Ho ~~iii~~ continuously since July 1, 1947, through August 31, 1948, and were discharged by the Master of the Cheng Ho, September 1, 1948.

III

That on or about July 31, 1948, said junk Cheng Ho with the libelants on board as members of the crew of said vessel arrived at Honolulu, Territory of Hawaii; that said junk Cheng Ho is now lying at Pier 6 in Honolulu, City and County of Honolulu, Territory of Hawaii and within this district.

IV

That under the terms of their contract of employment for the services performed on said junk Cheng Ho the libelants were entitled to wages in the amount of One Hundred and Fifty Dollars (\$150) cash and one One-hundred dollar share (\$100.00) of Cheng Ho Trading and Exploring Company stock per month; that the total of the amount of wages and stock due each of the libelants for the period for July 1, 1947 to August 31, 1948 was Twenty one hundred dollars

(\$2100.00) cash and fourteen (14) One hundred dollar (\$100.00) shares of said Cheng Ho stock; that libelant Saturnino Malayo had been paid Seven Hundred Dollars (\$700.00) cash; ~~and libelant~~ libelant Harold English had been paid Six Hundred Dollars (\$600.00) that neither libelant has received any shares of said Cheng Ho stock; that there is now due and owing libelant Saturnino Malayo (14) Fourteen hundred dollars (\$1400.00) and fourteen One Hundred dollar ~~shares~~ (\$100.00) shares of said Cheng Ho stock; that there is now due and owing libelant Harold English Fifteen hundred dollars (\$1500.00) and fourteen (14) one hundred dollar shares; that said libelants have made demand on the Master of said junk Cheng Ho and the owner thereof for the wages and shares of stock aforesaid but all of said demands were wrongfully refused by the said Master and the said Owner.

WHEREFORE, LIBELANTS PRAY.

same

Did the Captain ever during
the time he was Pres of Conf.
discuss the arrangement he
made with Malayo and English

Malayo on Quay near
boat - why want to leave
co. —

English

yellow paper of Tokunaga
may have answers
ask about 4 q/60 per-
spectives

Did capt. bring up
retroactive thing -

Does Reg^{er} say retroactive
pay of English discussed
before Lane's leaving -

listening in on telephone
conversation (this while
has \$4000 claim outstanding)

what was tel conversation
that made him nervous?

Did they say they were
entitled to more than 4
shares of stock

Patterson v. Bark Andrea 1904 S. 169
Liberian seamen
aboard Eng vessel sailing to and
from U.S. — were allowed wages
not due them under laws of
Gr. Britain. Foreign ship
entering our ports subjects
self to U.S. jurisdiction. case
decided on 30 Stat. 755 (act of 12-21-95)

This act applies to Am.
Seamen shipping in U.S. on Br. vessel
(Kerney v. Blake 129 Fed 672)

applies to Br seamen
shipping in U.S. on Br. vessels — The Ketchikan
The Troop (same ruling) 110 Fed. 432
The Alvinick (" ") 117 Fed 557
" " " 132 Fed 131

Taking Lind's place

4060 business

Gillette said Capt. left
books in Tahiti

Experienced as seaman

Beebe cites 382 J 1100 on Parrot

French Crew List

Malays Satouma

hired 11-15-47

discharged 7-7-48

English Same Dates

to 7-8-48

11 crew members

3 passengers

Malays, English, Kitzimilla,
Hann

7-13-48 atone in
Marquis Isd

at Hon 7-31-48

11 crew members

3 passengers

Capt. G. Keller
Customs
\$5,000. fine

1 July 47 Thru 30 Aug 48
\$150 cash & \$100 share per mo
\$2100 cash & \$1400 share total

Saturnino Malayo drew \$700
Harold English drew \$600

~~Birth cert~~
~~Gross income~~