



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

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About the Institute

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

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

GEORGES ARCHER CERAN
et al vs CHENG HO et al

(23-10)

Nov 1 1948
 RECEIVED OF Mr. W. C. Ingram
 Thru 100 - DOLLARS
 Mileage = 49.71 - Ceran et al
 15 de Bisschop, et al
 \$3.00
 John Young
 Deputy High Sheriff, T.H.

Recd 64114
 2 pm 1552
 10-27-48 56409 - Room 9
 GEORGE ARCHER phoned and said Tahitians are planning to return on or about Nov. 7 to Tahiti with one named NAPOLEON aboard his boat. Will be at his hotel this afternoon if you wish to talk to him about it. Deems this good news as there is possibility of their dickering with de Bisschop.
 ms

photographs - Cheng Ho

WINSTON C. INGMAN
410 MERCHANDISE MART BUILDING
184 SO. HOTEL STREET
HONOLULU, HAWAII

Receipts - costs
Archer et al vs. Cheng Ho Co.

WINSTON C. INGMAN
410 MERCHANDISE MART BUILDING
184 SO. HOTEL STREET
HONOLULU, HAWAII

*Agence Consulaire de France
à Honolulu*

C O P Y

Consulat Général de France
à San Francisco

19

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

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

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

*This means that a ship of over
100 tons cannot be transferred
to a foreigner. I.O.P.*

*With compliments of the
Consul of France at Honolulu*

*Office
Room 8 Library Building
University of Hawaii*

*Residence
Pacific Club
1431 Queen Emma Street*

mes du décret du 13 oc-
Colonies par décret du
le décret du 8 novembre
à destination de l'étran-
100 tonneaux.

ugeant 136 tonneaux tombe
ibition et aucune conven-
faire obstacle./.

J. de Lagarde

Agence Consulaire de France
à Honolulu

C O P Y

Consulat Général de France
à San Francisco

19

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

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

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

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

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

J. de Lagarde

Winston C. Ingman
April 7, 1949

Mr. Otto Degener
Mokuleia Beach
Waialua, Oahu

Dear Mr. Degener:

We have a copy of communication from the French consul at San Francisco stating that under French law a ship of over 100 tons cannot be transferred to a foreigner; that therefore the French Government cannot see to the honoring of your option.

Will you please come in and discuss this with me the next time you are in town.

Very truly yours,

INGMAN AND INGMAN

Winston C. Ingman

WCI:gy

EQ. NO. 4991

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT

TERRITORY OF HAWAII

AT CHAMBERS

IN EQUITY

GEORGES ARCHER CERAN, OTTO DEGENER,
LE ROY K. FEILER, EMILIO ORDONEZ,
and SATURNINO MALAYO,

Petitioners,

vs.

ERIC de BISSCHOP, WILLIAM SCHOLTZ,
HARRY BROOKS, and CHENG HO TRADING
& EXPLORING CO., LTD.,

Respondents.

STOCKHOLDERS' BILL FOR
CORPORATE ACCOUNTING,
FOR RECEIVER AND
INCIDENTAL RELIEF

1ST CIRCUIT COURT
TERRITORY OF HAWAII

FILED

1948 DEC 7 PM 2 42

M. H. Young

CLERK

ORDER

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

Attorney for Petitioners.

EQ. NO. 4991

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

AT CHAMBERS

IN EQUITY

GEORGES ARCHER GERAN, OTTO DEGENER,
LE ROY K. PEILER, EMILIO ORDONEZ,
and SATURNINO MALAYO,

Petitioners,

vs.

ERIC de BISSCHOP, WILLIAM SCHOLTZ,
HARRY BROOKS, and CHENG HO TRADING
& EXPLORING CO., LTD.,

Respondents.

STOCKHOLDERS' BILL FOR
CORPORATE ACCOUNTING,
FOR RECEIVER AND
INCIDENTAL RELIEF

ORDER

Pursuant to stipulation of the parties hereto entered
and filed herein on the 7 day of December, 1948,

IT IS HEREBY ORDERED that the above entitled cause
be dismissed with prejudice, the Restraining Order herein
dissolved, and the principal and surety released from the
Bond herein.

Dated at Honolulu, T. H., this 7 day of December,
1948.

WILLSON C. MOORE

Judge of the Above Entitled Court



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

M. K. Lyons
Clerk, Circuit Court, First Circuit,
Territory of Hawaii

*Approved as to form
Bernard H. Carson
Attorney for Respondents*

EQUITY NO. 4991

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT

TERRITORY OF HAWAII

AT CHAMBERS

IN EQUITY

GEORGES ARCHER CERAN, OTTO DEGENER,)
LE ROY K. PEILER, EMILIO ORDONEZ,)
and SATURNINO MALAYO,)

Petitioners,)

vs.)

ERIC de BISSCHOP, WILLIAM SCHOLTZ,)
HARRY BROOKS, and CHENG HO TRADING)
& EXPLORING CO., LTD.,)

Respondents.)

STOCKHOLDERS' BILL FOR
CORPORATE ACCOUNTING,
FOR RECEIVER AND
INCIDENTAL RELIEF

1ST CIRCUIT COURT
TERRITORY OF HAWAII

FILED

1948 DEC 7 PM 2 41

M. H. Young

CLERK

STIPULATION

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

Attorney for Petitioners.

EQUITY NO. 4991

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

AT CHAMBERS

IN EQUITY

GEORGES ARCHER CERAN, OTTO DEGENER,
LE ROY K. PEILER, EMILIO ORDONEZ,
and SATURNINO MALAYO,

Petitioners,

vs.

ERIC de BISSCHOP, WILLIAM SCHOLTZ,
HARRY BROOKS, and CHENG HO TRADING
& EXPLORING CO., LTD.,

Respondents.

STOCKHOLDERS' BILL FOR
CORPORATE ACCOUNTING,
FOR RECEIVER AND
INCIDENTAL RELIEF

S T I P U L A T I O N

IT IS HEREBY STIPULATED AND AGREED by and between
all of the parties hereto, through their respective counsel,
that the above entitled cause may be dismissed with prejudice,
the Restraining Order herein dissolved, and the principal and
surety released from the Bond herein.

Dated at Honolulu, T. H., this 7 day of December,
1948.

GEORGES ARCHER CERAN, OTTO DEGENER,
LE ROY K. PEILER, EMILIO ORDONEZ,
and SATURNINO MALAYO,

Petitioners,

By (s) Winston C. Ingman
Winston C. Ingman, Their Attorney

ERIC de BISSCHOP, WILLIAM SCHOLTZ,
HARRY BROOKS, and CHENG HO TRADING
& EXPLORING CO., LTD.,

Respondents,

By (s) Bernard H. Levinson
Bernard H. Levinson, Their Attorney

December 6, 1948

Mr. W. C. Ingman

Any questions concerning these papers should be addressed to Mr. Walter Bliss (telephone 58924) who is now at his office.

A form of certificate to be attached to the resolutions and to be signed by the Secretary will be submitted about 2:30 p.m.

WHEREAS, Matilda P. Constable advanced the sum of FIVE THOUSAND DOLLARS (\$5,000) to the corporation on August 31, 1948, and the corporation issued to her, as evidence of its indebtedness to her, its demand promissory note in the amount of FIVE THOUSAND DOLLARS (\$5,000) together with interest at the rate of six per cent (6%) per annum; and

WHEREAS, it has been determined by the Board of Directors that the corporation does not have sufficient liquid assets to pay said promissory note at the present time;

NOW, THEREFORE, BE IT RESOLVED that the President and Secretary-Treasurer of the corporation are hereby authorized and directed to make, execute and deliver to Matilda P. Constable in exchange for the promissory note of the corporation which she now holds, seven promissory notes in the total amount of FIVE THOUSAND DOLLARS (\$5,000) together with interest at the rate of five per cent (5%) per annum. Five of the promissory notes totaling ONE THOUSAND THREE HUNDRED EIGHTY-ONE AND 59/100 DOLLARS (\$1,381.59) shall mature one year after date. One-half of the amount of each of the remaining two promissory notes which shall total THREE THOUSAND SIX HUNDRED EIGHTEEN AND 41/100 DOLLARS (\$3,618.41) shall mature one year after date and the other half shall mature two years after date, with acceleration clauses in the event of default and provisions for the payment of reasonable attorneys' fees if suit is instituted to collect said notes or any part thereof.

WHEREAS, Otto Degener claims the right to be a passenger with a companion from Honolulu and return once yearly in the vessel Cheng Ho; and

WHEREAS, Otto Degener has custody of three sails, crated, cut for the vessel Cheng Ho, the ownership of which sails is claimed both by Otto Degener and by the Cheng Ho Trading and Exploring Company, Ltd.; and

WHEREAS, the Cheng Ho Trading and Exploring Company, Ltd., wishes (1) to secure a release from Otto Degener of his alleged right to be a passenger with a companion as aforesaid, and (2) to secure possession of and clear title to said sails;

NOW, THEREFORE, BE IT RESOLVED that the President and Secretary-Treasurer of the corporation are hereby authorized and directed to make, execute and deliver to Otto Degener its promissory note in the amount of SEVEN HUNDRED FIFTY DOLLARS (\$750) together with interest at the rate of five per cent (5%) per annum and maturing one year after date in return for (1) a release from Otto Degener of his alleged right to be a passenger with a companion on the vessel Cheng Ho, and (2) the possession of and a bill of sale covering three sails, crated, cut for the vessel Cheng Ho, it being understood that Otto Degener shall not be required to surrender said sails or furnish said bill of sale until said note, together with interest, shall have been paid.

\$328.95

Honolulu, Territory of Hawaii
December 6, 1948

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

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.

By _____
Its President

By _____
Its Secretary-Treasurer

KNOW ALL MEN BY THESE PRESENTS:

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

that certain promissory note hereinabove referred to.

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

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

SATURNINO MALAYO

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.

By _____
President

By _____
Secretary-Treasurer

ERIC de BISSCHOP

WILLIAM SCHOLTZ

HARRY BROOKS

MATILDA P. CONSTABLE

CONSTANCE P. de BISSCHOP

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

On this _____ day of December, 1948, before me personally appeared SATURNINO MALAYO, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public, First Judicial
Circuit, Territory of Hawaii.
My Commission Expires: _____

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

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

Notary Public, First Judicial
Circuit, Territory of Hawaii.
My Commission Expires: _____

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

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

Notary Public, First Judicial
Circuit, Territory of Hawaii.
My Commission Expires: _____

\$460.53

Honolulu, Territory of Hawaii
December 6, 1948

One year after date, for value received, Cheng Ho Trading and Exploring Company, Ltd., a Hawaiian corporation, promises to pay to Matilda P. Constable, or order, at Honolulu, Territory of Hawaii, the sum of FOUR HUNDRED SIXTY AND 53/100 DOLLARS with interest at the rate of five per cent (5%) per annum from date until paid, payable only in lawful money of the United States of America. And in the event default is made in the above payment and suit is instituted to collect this note or any part thereof, Cheng Ho Trading and Exploring Company, Ltd., promises to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit.

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.

By _____
Its President

By _____
Its Secretary-Treasurer

KNOW ALL MEN BY THESE PRESENTS:

THAT in partial consideration of the endorsement without recourse and delivery to Le Roy K. Peiler by Matilda P. Constable of that certain promissory note dated December 6, 1948, in the amount of FOUR HUNDRED SIXTY AND 53/100 DOLLARS (\$460.53) made by the Cheng Ho Trading and Exploring Company, Ltd., a Hawaiian corporation, to the order of Matilda P. Constable, receipt of which Le Roy K. Peiler does hereby acknowledge, Le Roy K. Peiler does hereby sell, assign, transfer and set over to Matilda P. Constable all his shares of stock in said corporation, and in further consideration of said endorsement without recourse and said delivery of said promissory note, receipt of which Le Roy K. Peiler does hereby acknowledge, and also in consideration of the release of Le Roy K. Peiler hereinafter set out, Le Roy K. Peiler does hereby, for himself, his heirs, executors and administrators, remise, release and forever discharge Eric de Bisschop, William Scholtz, Harry Brooks, Matilda P. Constable, Constance P. de Bisschop, the vessel Cheng Ho, and the Cheng Ho Trading and Exploring Company, Ltd., and their respective heirs, executors, administrators, successors and assigns, of and from all manner of action and actions, cause or causes of actions, suits, debts and sums of money, dues, claims and demands whatsoever, in law or equity which Le Roy K. Peiler has ever had or now has against Eric de Bisschop, William Scholtz, Harry Brooks, Matilda P. Constable, Constance P. de Bisschop, the vessel Cheng Ho, and the Cheng Ho Trading and Exploring Company, Ltd., or any of them, by reason of any cause or thing whatever, whether the same be upon contract or upon tort, or otherwise, saving only

the rights of Le Roy K. Peiler against the Cheng Ho Trading and Exploring Company, Ltd., under that certain promissory note hereinabove referred to.

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

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

LE ROY K. PEILER

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.

By _____
President

By _____
Secretary-Treasurer

ERIC de BISSCHOP

WILLIAM SCHOLTZ

HARRY BROOKS

MATILDA P. CONSTABLE

CONSTANCE P. de BISSCHOP

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

On this ____ day of December, 1948, before me personally appeared LE ROY K. PEILER, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public, First Judicial
Circuit, Territory of Hawaii.
My Commission Expires: _____

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

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

Notary Public, First Judicial
Circuit, Territory of Hawaii.
My Commission Expires: _____

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

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

Notary Public, First Judicial
Circuit, Territory of Hawaii.
My Commission Expires: _____

\$197.37

Honolulu, Territory of Hawaii
December 6, 1948

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

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.

By _____
Its President

By _____
Its Secretary-Treasurer

KNOW ALL MEN BY THESE PRESENTS:

THAT in partial consideration of the endorsement without recourse and delivery to Emilio Ordonez by Matilda P. Constable of that certain promissory note dated December 6, 1948, in the amount of ONE HUNDRED NINETY-SEVEN AND 37/100 DOLLARS (\$197.37) made by the Cheng Ho Trading and Exploring Company, Ltd., a Hawaiian corporation, to the order of Matilda P. Constable, receipt of which Emilio Ordonez does hereby acknowledge, Emilio Ordonez does hereby sell, assign, transfer and set over to Matilda P. Constable all his shares of stock in said corporation, and in further consideration of said endorsement without recourse and said delivery of said promissory note, receipt of which Emilio Ordonez does hereby acknowledge, and also in consideration of the release of Emilio Ordonez hereinafter set out, Emilio Ordonez does hereby, for himself, his heirs, executors and administrators, remise, release and forever discharge Eric de Bisschop, William Scholtz, Harry Brooks, Matilda P. Constable, Constance P. de Bisschop, the vessel Cheng Ho, and the Cheng Ho Trading and Exploring Company, Ltd., and their respective heirs, executors, administrators, successors and assigns, of and from all manner of action and actions, cause or causes of actions, suits, debts and sums of money, dues, claims and demands whatsoever, in law or equity which Emilio Ordonez has ever had or now has against Eric de Bisschop, William Scholtz, Harry Brooks, Matilda P. Constable, Constance P. de Bisschop, the vessel Cheng Ho, and the Cheng Ho Trading and Exploring Company, Ltd., or any of them, by reason of any cause or thing whatever, whether the same be upon contract or upon tort, or otherwise, saving only the rights of Emilio Ordonez against the Cheng Ho Trading and Exploring

Company, Ltd., under that certain promissory note hereinabove referred to.

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

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

EMILIO ORDONEZ

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.

By _____
President

By _____
Secretary-Treasurer

ERIC de BISSCHOP

WILLIAM SCHOLTZ

HARRY BROOKS

MATILDA P. CONSTABLE

CONSTANCE P. de BISSCHOP

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

On this _____ day of December, 1948, before me personally appeared EMILIO ORDONEZ, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public, First Judicial
Circuit, Territory of Hawaii.
My Commission Expires: _____

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

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

Notary Public, First Judicial
Circuit, Territory of Hawaii.
My Commission Expires: _____

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

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

Notary Public, First Judicial
Circuit, Territory of Hawaii.
My Commission Expires:

\$263.16

Honolulu, Territory of Hawaii
December 6, 1948

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

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.

By _____
Its President

By _____
Its Secretary-Treasurer

KNOW ALL MEN BY THESE PRESENTS:

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

that certain promissory note hereinabove referred to.

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

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

HAROLD ENGLISH

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.

By _____
President

By _____
Secretary-Treasurer

ERIC de BISSCHOP

WILLIAM SCHOLTZ

HARRY BROOKS

MATILDA P. CONSTABLE

CONSTANCE P. de BISSCHOP

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

On this _____ day of December, 1948, before me personally appeared HAROLD ENGLISH, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public, First Judicial
Circuit, Territory of Hawaii.
My Commission Expires: _____

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

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

Notary Public, First Judicial
Circuit, Territory of Hawaii.
My Commission Expires: _____

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

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

Notary Public, First Judicial
Circuit, Territory of Hawaii.
My Commission Expires: _____

\$131.58

Honolulu, Territory of Hawaii
December 6, 1948

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

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.

By _____
Its President

By _____
Its Secretary-Treasurer

\$750.00

Honolulu, Territory of Hawaii
December 6, 1948

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

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.

By _____
Its President

By _____
Its Secretary-Treasurer

KNOW ALL MEN BY THESE PRESENTS:

THAT in partial consideration of the endorsement without recourse and delivery to Otto Degener by Matilda P. Constable of that certain promissory note dated December 6, 1948, in the amount of ONE HUNDRED THIRTY-ONE AND 58/100 DOLLARS (\$131.58) made by the Cheng Ho Trading and Exploring Company, Ltd., to the order of Matilda P. Constable, receipt of which Otto Degener does hereby acknowledge, Otto Degener does hereby sell, assign, transfer and set over to Matilda P. Constable all his shares of stock in said corporation, and in further consideration of said endorsement without recourse and said delivery of said promissory note in the amount of ONE HUNDRED THIRTY-ONE AND 58/100 DOLLARS (\$131.58) and in partial consideration of the delivery to Otto Degener of that certain promissory note dated December 6, 1948, in the amount of SEVEN HUNDRED FIFTY DOLLARS (\$750) made by the Cheng Ho Trading and Exploring Company, Ltd., to the order of Otto Degener, receipt of which Otto Degener does hereby acknowledge, and also in consideration of the release of Otto Degener hereinafter set out, Otto Degener does hereby, for himself, his heirs, executors and administrators, remise, release and forever discharge Eric de Bisschop, William Scholtz, Harry Brooks, Matilda P. Constable, Constance P. de Bisschop, the vessel Cheng Ho, and the Cheng Ho Trading and Exploring Company, Ltd., and their respective heirs, executors, administrators, successors and assigns, of and from all manner of action and actions, cause or causes of actions, suits, debts and sums of money, dues, claims and demands whatsoever, in law or equity, which Otto Degener has ever had or now has against Eric de Bisschop, William Scholtz, Harry Brooks,

Matilda P. Constable, Constance P. de Bisschop, the vessel Cheng Ho, and the Cheng Ho Trading and Exploring Company, Ltd., or any of them, by reason of any cause or thing whatever, whether the same be upon contract or upon tort, or otherwise, saving only (1) the rights of Otto Degener against the Cheng Ho Trading and Exploring Company, Ltd., under that certain promissory note dated December 6, 1948, in the amount of ONE HUNDRED THIRTY-ONE AND 58/100 DOLLARS (\$131.58), made by the Cheng Ho Trading and Exploring Company, Ltd., to the order of Matilda P. Constable and endorsed by her without recourse, and (2) the rights of Otto Degener against the Cheng Ho Trading and Exploring Company, Ltd., under that certain promissory note dated December 6, 1948, in the amount of SEVEN HUNDRED FIFTY DOLLARS (\$750) made by the Cheng Ho Trading and Exploring Company, Ltd., to the order of Otto Degener, and (3) Otto Degener's option to repurchase the vessel Cheng Ho from the Cheng Ho Trading and Exploring Company, Ltd., on July 7, 1952, for the sum of FIFTEEN THOUSAND DOLLARS (\$15,000).

AND Otto Degener does hereby, in further consideration of the delivery of the aforementioned promissory note in the amount of SEVEN HUNDRED FIFTY DOLLARS (\$750), receipt of which he does hereby acknowledge, agree (1) to surrender to the Cheng Ho Trading and Exploring Company, Ltd., its successors and assigns, without any charge or expense whatsoever to said corporation, its successors or assigns, three sails, crated, cut for the vessel Cheng Ho, which are in the custody of Otto Degener and whose ownership both the Cheng Ho Trading and Exploring Company, Ltd., and Otto Degener have claimed, and (2) to furnish said corporation, its successors or assigns, without any charge or expense whatsoever to said corporation, its successors or assigns, with a bill of sale

from Otto Degener to said corporation, its successors or assigns, covering said sails, provided, however, that the surrender of said sails and the furnishing of said bill of sale shall not be required until said promissory note in the amount of SEVEN HUNDRED FIFTY DOLLARS (\$750) shall have been paid.

AND in consideration of the foregoing release of Eric de Bisschop, William Scholtz, Harry Brooks, Matilda P. Constable, Constance P. de Bisschop, the vessel Cheng Ho, and the Cheng Ho Trading and Exploring Company, Ltd., by Otto Degener, the said Eric de Bisschop, William Scholtz, Harry Brooks, Matilda P. Constable, Constance P. de Bisschop, and the Cheng Ho Trading and Exploring Company, Ltd., do hereby release and forever discharge Otto Degener, his heirs, executors, administrators and assigns, of and from all manner of action and actions, cause or causes of actions, suits, debts and sums of money, dues, claims and demands whatsoever, in law or equity which they or any of them have ever had or now have against Otto Degener by reason of any cause or thing whatsoever whether the same be upon contract or upon tort, or otherwise, saving only the rights of the Cheng Ho Trading and Exploring Company, Ltd., to possession of the sails referred to above and to a bill of sale thereto upon the payment of the above mentioned SEVEN HUNDRED FIFTY DOLLARS (\$750) note as aforesaid, and the right of the Cheng Ho Trading and Exploring Company, Ltd., its successors and assigns to be saved, defended, kept harmless, and indemnified by Otto Degener, his heirs, executors, administrators and assigns in the manner and to the extent provided in that certain instrument executed and acknowledged by Otto Degener on September 1, 1948, upon the occasion of the payment of FOUR THOUSAND DOLLARS (\$4,000) to him by the Cheng Ho Trading

and Exploring Company, Ltd., as therein set out.

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

OTTO DEGENER

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.

By _____
Its President

By _____
Its Secretary-Treasurer

ERIC de BISSCHOP

WILLIAM SCHOLTZ

HARRY BROOKS

MATILDA F. CONSTABLE

CONSTANCE F. de BISSCHOP

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

On this _____ day of December, 1948, before me personally appeared OTTO DEGENER, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public, First Judicial
Circuit, Territory of Hawaii.

My Commission Expires: _____

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

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

Notary Public, First Judicial
Circuit, Territory of Hawaii.

My Commission Expires: _____

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

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

Notary Public, First Judicial
Circuit, Territory of Hawaii.

My Commission Expires:

Honolulu, T. H.
December 6, 1948

Board of Directors,
Cheng Ho Trading and
Exploring Company, Ltd.,
Honolulu, T. H.

Gentlemen:

I hereby tender my resignation as a director
of Cheng Ho Trading and Exploring Company, Ltd., a
Hawaiian corporation, the same to take effect im-
mediately.

Very truly yours,

GEORGES ARCHER CERAN

CERTIFICATE

I, William Scholtz, Secretary-Treasurer of the Cheng Ho Trading and Exploring Company, Ltd., hereby certify that the foregoing is a correct copy of a Resolution adopted by four to nothing vote at a meeting of the Board of Directors of the company held at 328 Merchandise Mart Building on December 6, 1948, and that said Resolution is in full force and effect and has not been revoked. Georges Archer Ceran, formerly a director of the company, resigned prior to the adoption of said Resolution.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of said company this 6th day of December, 1948.

WILLIAM SCHOLTZ, Secretary-Treasurer
CHENG HO TRADING AND EXPLORING COMPANY,
LTD.

RESOLUTION

WHEREAS, a suit by certain minority stockholders of this company has been filed in the Circuit Court of the First Judicial Circuit, Territory of Hawaii, being Equity Number 4991 in said Court; and

WHEREAS, a restraining order or orders have been issued in said cause preventing this corporation and certain directors, stockholders or officers thereof from removing the Junk Yacht Cheng Ho from the Territory of Hawaii; and

WHEREAS, the Junk Yacht Cheng Ho is the principal asset of this corporation and the continuation of the aforesaid suit is resulting and will result to the detriment of this corporation; and

WHEREAS, said minority stockholders are willing to compromise their claims against this corporation by selling their stock\$ to the corporation at Seventy-Five Dollars (\$75.00) per share, which is Twenty-Five Dollars (\$25.00) per share less than the original cost thereof; and

WHEREAS, Bernard H. Levinson, Attorney for this corporation, has advised the Board of Directors of this corporation that the shares of stock\$ of said minority stockholders may be purchased by this corporation, provided said purchase does not cause the liabilities of this corporation to be in excess of its assets; and

WHEREAS, it has been determined by the Board of Directors that even though the purchase of the minority shares of stock is accomplished, the assets of the corporation will still be in excess of its liabilities; and

WHEREAS, notwithstanding the excess of assets over liabilities, this corporation does not have sufficient present liquidated assets to make feasible the purchase of said minority shares of stocks in cash;

NOW, THEREFORE, BE IT RESOLVED that the President and the Secretary-Treasurer of this corporation are hereby authorized and directed to make, execute and deliver the promissory notes of this corporation in such amounts at five per cent (5%) interest per annum, with such maturities as they may be advised, and to subscribe the corporate name to the notes aforesaid for the purchase of the shares of stocks now standing on the company books in the names of the following shareholders:

Georges Archer Ceran	55 Shares
Otto Degener	2 Shares
Saturnino Malayo	5 Shares
Harold English	1 Share
Emilio Ordonez	3 Shares
Le Roy K. Feiler	7 Shares

Eric de Bisschop

Constance P. de Bisschop

Matilda E. Constable

CERTIFICATE

I, WILLIAM SCHOLTZ, Secretary-Treasurer of the CHENG HO TRADING & EXPLORING CO., LTD., hereby certify that the foregoing is a correct copy of a Resolution adopted by a three to ^{five}~~one~~ vote at a meeting of the Board of Directors of the company held at 301 Merchandise Mart Building, on the ____ day of December, 1948, and that said Resolution is in full force and effect and has not been revoked. Georges Archer Ceran, Director of the company, was present and did not oppose the Resolution but stated that he refrained from voting because of his interest in the matter.

IN WITNESS WHEREOF, I have hereunto affixed my signature and attached the seal of said company this ____ day of December, 1948.

William Scholtz, Secretary-Treasurer,
Cheng Ho Trading & Exploring Co., Ltd.

328.95
 131.58
 460.53
 197.37
 263.16
 986.84
 2631.57

 5000.00

3618.41
 1116.50

~~2501.91~~
 2501.91

Munday
Times

1083.50
200
1083.50
481383.50
136
235
204
310

27/11/57
Jennie Parsons

20.30
55
101.50
101.50
1116.50

Archer
Oct 28th - filed \$750

Nov. 9th appeared - 10 0

Nov. 17th leaving 10 0

Nov 18th leaving 10 0

\$473.50
500.
973.50 \$2000.

\$1050
\$610
440
33.50
473.50

English	Dequar	Malayo	Pealer	Ordover
65.79	65.79	65.79	65.79	65.79
4	2	5	7	3
<hr/> 26316	<hr/> 131.58	<hr/> 5	<hr/> 46 0.53	<hr/> 19737
	32895		arher	65.79
	131.58		65.79	40
	460.53		15	<hr/> 263160
	197.37		<hr/> 32895	
	263.16		65.79	
			<hr/> 65.79	
			65.79	

5/10/74

\$5000

55	4175	archer
	750	Degeer
2	150	Degeer
5	375	Malaya
4	300	English
3	225	Degeer
7	575	Pearl

76	\$6450
	150
	5700
	225
	5475

5000

5100

76	5000	65.79
	456	
	440	
	380	
	500	
	532	
	610	
	608	

65.79
2
131.58

65.79
76
39474
40053
50000

\$290

Red Harbor
comm.

\$1,116.50

Honolulu, Territory of Hawaii
December 6, 1948

After date, for value received, Cheng Ho Trading and Exploring Company, Ltd., a Hawaiian corporation, promises to pay to Matilda P. Constable, or order, at Honolulu, Territory of Hawaii, the sum of ONE THOUSAND ONE HUNDRED SIXTEEN AND 50/100 DOLLARS, with interest at the rate of five per cent (5%) per annum from date until paid, payable only in lawful money of the United States of America, in the manner following, that is to say, an installment of FIVE HUNDRED FIFTY-EIGHT AND 25/100 DOLLARS (\$558.25) with interest on December 6, 1949, and the balance of FIVE HUNDRED FIFTY-EIGHT AND 25/100 DOLLARS (\$558.25) with interest on said balance on December 6, 1950.

Should default be made in the payment of the installment due December 6, 1949, then the whole of the aforesaid principal sum, or any unpaid balance thereof, shall, at the option of the holder hereof, become immediately due and payable. And in the event default is made in any of the above payments and suit is instituted to collect this note or any part thereof, Cheng Ho Trading and Exploring Company, Ltd., promises to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit.

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.

By _____
Its President

By _____
Its Secretary-Treasurer

\$2,501.91

Honolulu, Territory of Hawaii
December 6, 1948

After date, for value received, Cheng Ho Trading and Exploring Company, Ltd., a Hawaiian corporation, promises to pay to Matilda P. Constable, or order, at Honolulu, Territory of Hawaii, the sum of TWO THOUSAND FIVE HUNDRED ONE AND 91/100 DOLLARS, with interest at the rate of five per cent (5%) per annum from date until paid, payable only in lawful money of the United States of America, in the manner following, that is to say, an installment of ONE THOUSAND TWO HUNDRED FIFTY AND 95/100 DOLLARS (\$1,250.95) with interest on December 6, 1949, and ONE THOUSAND TWO HUNDRED FIFTY AND 96/100 DOLLARS (\$1,250.96) with interest on said balance on December 6, 1950.

Should default be made in the payment of the installment due December 6, 1949, then the whole of the aforesaid principal sum, or any unpaid balance thereof, shall, at the option of the holder hereof, become immediately due and payable. And in the event default is made in any of the above payments and suit is instituted to collect this note or any part thereof, Cheng Ho Trading and Exploring Company, Ltd., promises to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit.

CHENG HO TRADING AND EXPLORING
COMPANY, LTD.

By _____
Its President

By _____
Its Secretary-Treasurer

Honolulu, T. H.
December 8, 1948

Board of Directors,
Cheng Ho Trading and
Exploring Company, Ltd.,
Honolulu, T. H.

Gentlemen:

I hereby tender my resignation as a director
of Cheng Ho Trading and Exploring Company, Ltd., a
Hawaiian corporation, the same to take effect im-
mediately.

Very truly yours,

Georges Archer Ceran
GEORGES ARCHER CERAN

Fletcher 2402 et seq
3270 et seq

S 8340

RL 1945

~~Thompson~~

~~Cashier - Adler~~

Notice of meeting

Vote at meeting (Dir or Shs?)

Resolutions - Re value of Cheng Ho

Purch of stock

Compromise controversy -

Suit as well as other claims

Notes

- No specific consid
recited

Discontinuance -

Dissol of Restraining Order -

Release of bond -

CIRCUIT COURT OF THE THIRD CIRCUIT
TERRITORY OF HAWAII
HILO, HAWAII

CHAMBERS OF
MARTIN PENCE
JUDGE

November 22, 1948

Jean de Lagarde
Consul General of France
690 Market Street
San Francisco 4, California

Dear Sir: Re: Mr. de Bisschop & SS Cheng Ho

Refer to your letter of November 19th.

Mr. Irving Pecker correctly advised you that I had insisted that the "acte de francisation" on the SS Cheng Ho, showing the transfer of registry from de Bisschop to the Cheng Ho Trading & Exploring Co., Ltd., be exhibited to the Court.

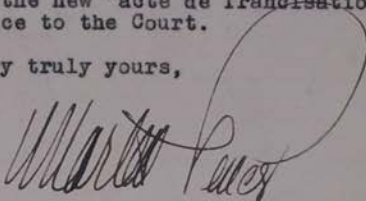
As part of my order at the preliminary hearing, I restrained even the corporation itself from operating the Cheng Ho until such time as the new "acte de francisation" itself was offered in evidence to the Court.

Very truly yours,

MP:mn

cc: Mr. Winston Ingman ✓

Mr. Bernard Levinson



PLN/js

C
O
P
Y

CONSULAT GENERAL DE FRANCE

a San Francisco

Honolulu
Airmail
290

November 19, 1948

Judge Martin Pence
Hall of Justice
Honolulu, T. H.

Dear Sir:

Mr. Irving Pecker, French Consular agent in Honolulu, has just informed me that Mr. de Bisschop, against whom a suit has been filed, must produce the evidence that the motorship CHENG HO has been legally put under French flag in Papeete, Tahiti, under the name of the Cheng Ho Trading & Exploring Co. Ltd.

Under date of November 6, 1948 I received a cable from the Governor in Papeete to the effect that the CHENG HO had actually been registered under the name of the above-mentioned company. However, in order to satisfy your wishes, I have sent a wire to the Governor requesting that he send you as urgently as possible the original document from which you will be able to verify that the "acte de francisation" was issued in the name of the company mentioned and not in Mr. de Bisschop's name only.

I hope this will reach you in sufficient time to justify Mr. de Bisschop's statements.

Truly yours,

(SGD) J de Lagarde

Jean de Lagarde
Consul General of France

Hon. Star Bulletin, November 19, 1948

Cheng Ho Company Not in Receivership

Although majority of stockholders in the Cheng Ho Trading & Exploring Co., have been restrained from removing the Cheng Ho, a Chinese junk, from Hawaiian waters the company is not in receivership.

When Circuit Judge Martin Pence Wednesday refused to lift a temporary restraining order until further court order, the court at the same time declined to appoint a receiver for company assets.

The restraining order will be in effect until satisfactory proof is produced that the registry of the craft under the French flag, made in the name of Eric de Bisschop, master, has been changed to the name of the company.

November 15, 1948

19

To *M* r. Winston C. Ingman, attorneys at-law
Merchandise Mart Bldg.
James Tanasaki, Deputy High Sheriff

Terms.

E. 4991 - Ceran, et al vs De Bisachop			
Subpoena (2) Costs	50	Advanced	
Witnessess' fees	4 00	"	
S.rvice fee	2 00		
<i>mileage fee</i>	<i>27.50</i>		
<i>Paid by check</i>			
<i>11/16/48</i>			

Company
saves 8 Tahitian
crew members

131,200 francs
or

\$ 2,624

To Capt. Eric de Bisschop
Master of the Cheng Ho

Since you have failed upon demand and despite the provisions of Section 597, Title 46, U.S.C.A., to pay us one-half (1/2) or any part of our seamen's wages earned to date, we hereby notify you that we consider our employment terminated, and we therefore now demand full payment of wages earned to date.

Dated at Honolulu, T. H., this 16th day of November, 1948.

Leotionee Manned
Eans Torii Tan mi Kuu
Leonard Tomney
Capin a Muraheca
Mairds Fuvire
Roger Johnston
Pepu Thirua +
En Theodore Saiariv

claims in 1940-1941
 Das 5
 apt h b 72
 Mss b b 1
 Lichth 8
 Books 4
 Constable 92

 145
 68

 713

Refuse to disclose in what bank
 \$440 of co funds were as of 7/31/50.

Refuse to produce letter re-
 questing registration in corp
 name.

Refuse to produce vouchers at
 stockholder's meeting.

No auth to appt auditor.

Refused to produce records
 before trial.

Ignor ignorant? re fee.
 Leverage admitted not available

Refused to consider motion re
to \$5 failure to pay.

Matilda P. Constable	55
Peiler	7
Orloney	5
Das	1
Malaygo	1
Schultz	4
Eric D. B.	67
Constance "	1
Georges Archer Canan	55
Andrey R. Archer	1
	<hr/> 194

Less for 1947 \$8,577.51

Honolulu, T. H.

November 12, 1948

Mr. George Archer

1930 Ualakaa Street — 1559 Thurston

Honolulu, T. H.

Dear Sir:

You are hereby notified that, pursuant to a call of the President, a special meeting of the Board of Directors of the Cheng Ho Trading And Exploring Company, Ltd., will be held at 328 Merchandise Mart Building, Honolulu, T. H., at 3:30 o'clock p.m., on Tuesday, the 16th day of November, 1948.

William S. Scholtz
Secretary

Due to the fact that we addressed your mail wrongly - you have not received our notice of a stockholders meeting. There will be a stockholders meeting at 8 P.M. at 158 Dowsett Ave. on Tuesday evening - should you wish more information please call 64086 — Constance de Bisschop
President Cheng Ho Co.

Mr. George Arnold: to
be given to him by
Benjamin Beckley
Benjamin Beckley

NOTICE OF MEETING OF STOCKHOLDERS OF
CHENG HO TRADING & EXPLORING COMPANY, LTD.

Please take notice that there will be a special meeting of the stockholders of the Cheng Ho Trading & Exploring Company, Ltd., at 158 Dowsett Avenue, Honolulu, Territory of Hawaii, on Tuesday evening, November 16, 1948, at 8:00 o'clock p.m., for the following purposes, among others:

1. Receiving, considering and acting upon reports of the corporation's affairs and its financial condition.
2. Considering litigation in which the corporation is involved and deciding upon a course of action to be followed by the corporation.
3. Considering and acting upon proposals to dissolve the corporation and dispose of its assets.
4. Transacting such other business as may come before the meeting.

By order of the President.

Dated at Honolulu, T. H., November 10, 1948.


SECRETARY

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By order of the President.

Dated at Honolulu, T. H., November 10, 1948.

William S. Schatz
SECRETARY

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3. Considering and acting upon proposals to dissolve the corporation and dispose of its assets.
4. Transacting such other business as may come before the meeting.

By order of the President.

Dated at Honolulu, T. H., November 10, 1948.


SECRETARY

KNOW ALL MEN BY THESE PRESENTS: That I, the undersigned, do hereby constitute and appoint WINSTON C. INGMAN and DAVID N. INGMAN my true and lawful attorneys-in-fact, jointly and severally, with full power of substitution for and in the name and place of the undersigned to represent me at a special meeting of the stockholders of CHENG HO TRADING & EXPLORING COMPANY, LTD., a corporation organized under the laws of the Territory of Hawaii, to be held on Tuesday, the 16th day of November, 1948, at the hour of 8 o'clock in the evening of said day, at 158 Dowsett Avenue, Honolulu, Territory of Hawaii, and at any and all adjournments thereof, and (according to the number of votes to which the undersigned would be entitled if personally present) for the transaction of any and all business that may come before the meeting or meetings, including considering and acting upon the propositions stated in the notice of said meeting dated November 10, 1948, and to consider and act upon any other questions, propositions or matters which may come before the meeting or meetings, and for me and in my name to vote at said meeting or meetings any and all shares of the capital stock of said company standing of record on the books of the company in my name, and I do hereby ratify and confirm all that said attorneys-in-fact shall jointly or severally do under and by virtue of the power and authority hereby conferred upon them. The power and authority hereby conferred upon such attorneys-in-fact may be exercised by them jointly or by any one or more of them at the time above specified and at each and every time to which said meeting may be adjourned; and I do hereby assent and consent to the holding of said meeting or meetings as herein set forth.

WITNESS my hand this 16 day of November, A. D. 1948.

Signed in the presence of:

David N. Ingman
Witness

Harold Engstrom

WITNESS our hands this 16th day of November, A. D. 1948.

Signed in the presence of:

Mr. J. J. J. J.
Witness

George M. Archer Ceran

Saturnino Malayo

L. Roy L. Piller ^{Witnessed by} Otto Degener

Otto Degener

Emilio Ardon

SATURNINO MALAYO and
HAROLD ENGLISH.

vs.

Respondent.

FINAL DECREE

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.

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

Entered 11-10, 1948

Eq. No. 4991

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

AT CHAMBERS

IN EQUITY

GEORGES ARCHER CERAN, OTTO DEGENER,)
LE ROY K. PEILER, EMILIO ORDONEZ,)
and SATURNINO MALAYO,)

Petitioners,)

vs.)

ERIC de BISSCHOP, WILLIAM SCHOLTZ,)
HARRY BROOKS, and CHENG HO TRADING)
& EXPLORING CO., LTD.,)

Respondents.)

STOCKHOLDERS' BILL FOR
CORPORATION ACCOUNTING,
FOR RECEIVER AND
INCIDENTAL RELIEF

1ST CIRCUIT COURT
TERRITORY OF HAWAII

FILED

1948 NOV 18 PM 1 00

M. H. Young

CLERK

INTERLOCUTORY DECREE

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

Attorney for Petitioners.

Eq. No. 4991

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

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IN EQUITY

GEORGES ARCHER CERAN, OTTO DEGENER,
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and SATURNINO MALAYO,

Petitioners,

vs.

ERIC de BISSCHOP, WILLIAM SCHOLTZ,
HARRY BROOKS, and CHENG HO TRADING
& EXPLORING CO., LTD.,

Respondents.

STOCKHOLDERS' BILL FOR
CORPORATION ACCOUNTING,
FOR RECEIVER AND
INCIDENTAL RELIEF

INTERLOCUTORY DECREE

This matter having come on for hearing specially on the order to show cause filed herein by petitioners on the 28th day of October, 1948, and on the motion to dissolve temporary restraining order filed herein by respondents on the 12th day of November, 1948, and all of the petitioners herein having been represented at said hearing by Winston C. Ingman, Esquire, their Attorney, and all of the individual respondents as well as the respondent Cheng Ho Trading and Exploring Company, Limited, having been represented at said hearing by Bernard H. Levinson, Esquire, their Attorney, and the matters in question having been considered on the pleadings, and arguments of counsel in respect to all parties having been heard and the said order to show cause and the said motion to dissolve temporary restraining order having been submitted to the Court,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the order to show cause (for a receivership of respondent corporation pendente

lite) be and the same is hereby denied.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the said motion to dissolve the temporary restraining order be and the same is hereby denied and that the temporary restraining order in this cause, signed on the 28th day of October, 1948, by the Honorable John E. Parks remain and continue in full force and effect; PROVIDED, HOWEVER, that said restraining order may be dissolved insofar as it may be applicable to the vessel "Cheng Ho", its engines, tackle, apparel, furniture, stores, provisions, etc., upon the filing of a good and sufficient surety bond with sufficient sureties thereon, approved by this Court, in the sum of \$10,000.00, conditioned for the return of the vessel "Cheng Ho", its engines, tackle, apparel, furniture, stores, provisions, etc. (reasonable wear, tear, consumption, acts of the elements and acts of God excepted), to the jurisdiction of this Court upon the order of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Cheng Ho Trading and Exploring Company, Limited, be and it is hereby restrained from transferring, sending away or removing the vessel "Cheng Ho" from the jurisdiction of this Court until the Court shall, after notice to the attorney for the petitioners, have had exhibited to it the Acte de Francisation showing the registration of said vessel in the name of said corporation.

Dated at Honolulu, T. H., this 18th day of November, 1948.



MARTIN PENCE

Judge of the above entitled Court.

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

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

area

64114

Hershow

Leave the vessel to China
Chinese shipped to
Hong Kong

Allen Davis
Hart

Wayne Pike vs. Hanna
27 N.E. 487

see. 8373

appt. of receiver

more

Fletcher p 202 Vol ¹⁶~~17~~
a ground of receivership

presumably the credit
of the acct. would be in
de Bischopp's name

Sumley

77 SE 996

so long as kept within
charters

dispose of assets by
way of lease

No matter of trouble
about changing

Order to show cause on
receiver ^{pendente lite} — denied

motion to dissolve Temp-
orary restraining order —
denied

acte de francis

restraining order should
not be dissolved —
\$10,000. bond

56 P 219 } Danger of taking ppy
56 P 281 } out of ju - injured life
6 Thompson - p 523

33 SW 451 } Redgor can sue
34 SW 096 } 6 Thompson - p 535

56 P 219 - St of Mont v Dist Ct - corp
opposing reversion attempts to obtain
writ of prohib v judge appointing rev.
Denied. "The principle upon which the
ct may act is that, in order to secure
the ppy - The subject matter of the litig -
to its owners, the ct itself, by an order
appointing a rev., may say that it is
inequitable that any pty to the
litig should have possession of the
ppy of the Montana Co, & the issues
& profits thereof, pending the litig
in which O'Connor, as a shareholder
asks equitable relief." Corp had
set up another corp in NY (contra
Montana law) & was transferring
to NY.

281 - A showing that there is imminent
danger the ppy in possession of def corp will

be removed from the jury & unlawfully
disposed of is sufficient to give ct
into appt a record w/o notice to
the opposing pty.

Columbia Savings Bank v Winn
Fisher v Patton (Mo) 33 SW 457-
Claimed by resp that pvt not really
in int since his stock is pledged as
collateral for a loan. "We do
not see the force of the objection.
Prt has still such rights as owner of
the equity of redemption in the
stock, as will authorize his inter-
position to prevent its destruction
or impairment by the wrongful acts
of the company's bd of dir."
1096 - Same holding, ct in banc.

Ex. 4991

In the Circuit Court of the First Circuit
Territory of Hawaii

GEORGES ARCHER CERAN, OTTO DEONER,
LE ROY K. PEILER, EMILIO ORDONEZ,
and SATURNINO MALAYO,
v. Petitioners,

ERIC de BISSCHOP, WILLIAM SCHOLTZ,
HARRY BROOKS, and CHENG HO TRADING
& EXPLORING CO., LTD.
Respondents.

1ST CIRCUIT COURT
TERRITORY OF HAWAII

ISSUED

Subpoena 1948 NOV 15 AM 11 18
DUCE TECUM

William C. Ing
CLERK

The Territory of Hawaii:

TO THE HIGH SHERIFF of the Territory of Hawaii, or his Deputy; the Sheriff of the City and County of Honolulu, or his Deputy, or any Deputy Sheriff or Police Officer in the Territory of Hawaii:

YOU ARE COMMANDED to subpoena WILLIAM SCHOLTZ of Pier 7, Honolulu, T.H., and order him to bring with him all books, papers, contracts, records and accounts of the CHENG HO TRADING & EXPLORING CO., LTD.

to appear at the Court House in Honolulu, City and County of Honolulu,
before The Honorable Martin Pence on Wednesday
the 17th day of November 1948 at 9.30
o'clock A.M., to testify as witness on the part of
in the above entitled matter

Hereof fail not, and of this process make due return.

WITNESS the Honorable Presiding Judge of
the Circuit Court of the First Circuit, this 15th
day of November 1948

William C. Ing

Clerk



Eg. 4991

In the Circuit Court of the First Circuit
Territory of Hawaii

GEORGES ARCHER GERAN, OTTO DEGENER
LE ROY K. PEILER, EMILIO ORDONEZ,
and SATURNINO MALAYO

v. Petitioners,

ERIC de BISSCHOP, WILLIAM SCHOLTZ,
HARRY BROOKS, and CHENG HO TRADING
& EXPLORING CO., LTD.

Respondents.

1ST CIRCUIT COURT
TERRITORY OF HAWAII

Subpoena

ISSUED

1948 NOV 15 AM 11 18

William C. Ing

CLERK

The Territory of Hawaii:

TO THE HIGH SHERIFF of the Territory of Hawaii, or his Deputy; the Sheriff of the City and County of Honolulu, or his Deputy, or any Deputy Sheriff or Police Officer in the Territory of Hawaii:

YOU ARE COMMANDED to subpoena MILTON A. GILLET of 2242A Kalia Road,
Honolulu, T.H.

to appear.....at the Court House in Honolulu, City and County of Honolulu,
before The Honorable Martin Pence.....on Wednesday
the 17th day of November 1948 at 8.30
A. M., to testify as witness on the part of the Petitioners
in the above entitled matter.

Hereof fail not, and of this process make due
return.

WITNESS the Honorable Presiding Judge of
the Circuit Court of the First Circuit, this 15th
day of November 1948

William C. Ing

Clerk



Mr. Simpson

IN THE SUPREME COURT OF THE TERRITORY OF HAWAII,
OCTOBER TERM 1948.

---oOo---

In the Matter of the Designation of
HONORABLE MARTIN PENCE, Judge of the
Circuit Court of the Third Judicial
Circuit, Territory of Hawaii, to Hear
and Determine Order to Show Cause and
Motion to Dismiss Restraining Order in
that Certain Cause Set Forth Herein, now
Pending in the First Judicial Circuit,
said Territory.

ORDER

LEO T. V. KRONE
CLERK SUPREME COURT

OCT 10 9 00 AM 1948

FILED

IN THE SUPREME COURT OF THE TERRITORY OF HAWAII,

OCTOBER TERM 1948.

---oOo---

In the Matter of the Designation of
HONORABLE MARTIN PENCE, Judge of the
Circuit Court of the Third Judicial
Circuit, Territory of Hawaii, to Hear
and Determine Order to Show Cause and
Motion to Dismiss Restraining Order
in that Certain Cause Set Forth Here-
in now Pending in the First Judicial
Circuit, said Territory.

ORDER

By virtue of the authority conferred upon me by law,
and particularly by the provisions of section 9642, Revised
Laws of Hawaii 1945, I hereby designate HONORABLE MARTIN
PENCE, judge of the circuit court of the third judicial cir-
cuit, Territory of Hawaii, to preside at the hearing of the
Order to Show Cause filed October 28, 1948, and such Motion
to Dismiss Restraining Order as may be presented in that cer-
tain cause now pending in the circuit court of the first judi-
cial circuit, said Territory, entitled, "GEORGES ARCHER CERAN,
OTTO DEGENER, LE ROY K. PEILER, EMILIO ORDENEZ AND SATURNINO
MALAYO, Petitioners, v. ERIC DE BISSCHOP, WILLIAM SCHOLTZ,
HARRY BROOKS AND CHENG HO TRADING & EXPLORING COMPANY, LTD.,
Respondents, Equity No. 4991," and to determine all issues
arising therein as to said order to show cause and said motion
to dismiss restraining order, as may be presented according to
law.

DATED: Honolulu, T. H., November 10, 1948.

S. P. Kemp
Chief Justice, Supreme Court,
Territory of Hawaii.

Nov. 10 48
Reoti V. Krone
Clerk, Supreme Court, Territory of Hawaii

Project of the Board of the Marine out 7-24
with the anchor for the collection
to be 5
life 4
class 3
4
4
4
4

46-599

(F) This section shall not apply to
fishing or whaling vessels or yachts.
See N 19 - 131 F 2 362, cert denied
63 S Ct 761. Favorable case? No.

This section does not apply to seamen
employed in foreign vessels. 79
Alabama 293 (1885). Prior to 1898
amendment, ^{(a) 4599.} making act applicable
to foreign vessels.

act de Transmigration

The Gov. of the F. Colony Oceania
declares that M. E. de B. Transmigration
downloaded in Hon. justifies com-
parability to the decree of 11-21-11
pertaining to merchant vessels in the
Tropical and subtropical countries
other than Algeria and Tunisia and
conforms to article 185 and following
of the decree of 7-20-32, is the
owner of the boat at Papete where
have part is at Papete, registered at
part of Papete, under the 4th parish
dist. of the F. colony of Oceania,
etc.

P 1 of answer - require to
be more specific and not al-
ternative about ^{article's style, pledge}
_{or mortgage for}

P 2 allegation that "Cran" and
wife are directors

P 8 compel them to answer
further regarding removal
from jurisd. Attack affidavit
re being chartered for 3 years
to De B subsidiary

P 9 ~~compel to answer on what~~
~~they will do with vessel~~
compel to answer further
on confused or disorderly
state of books

P 10 compel to answer further
on inability to secure coop.
action to redress wrongs

Control by de B of board
of directors ~~and~~

© refusal to give any infor-
mation regarding balance sheet
or otherwise

© refusal to allow to lay before
board of directors

verific - Does he have auth-
ority to verify for Siphally,
Brooks, and Corporation.

Jury. pendente lite p 513 ^{Thompson} Vol VI
Compelling directors to act p 515 check
Appt of receiver p 523 ^{925, 926, 927, 930} statutes

See 56 Pac 219, 281

Suit by pledgor. p 539 see 338 W 491, 341 W 796

Inherent power to appt receiver Clark Vol 2 p 1022

Exception to bank rule p 1086

Minority rights p 1096

grounds for appt receiver p 1098, 1100, 1104, 1113

Temporary receiver has hostile p 1124

Spirit for actg. p 1178

Board to award receivership vol 1 p 76

- 643 - each def must swear to answer
756 - fullness of answer
758 - evasion
760 - defenses

Call Gillespie

J3 E J 64 - S 62

Regard will not be given to purely technical objections to evidence on a preliminary motion for a receivership. Fisher v Concord R. Co, 50 NH 200.

~~Thompson Vol. 6 p 490 - circumstances were~~

1. Scholte was
2. fraud
3. action
4. right of
- being entitled

Degener asked Gillette for auto. Gillette asked to take books to work for finance. I report for you check with Malaya or copy of newspaper article informed directors after charter trips - not before (his to be actg. of this)

Scholte didn't even have books when subpoenaed

Gillette, Sec. 7 treasurer had never seen lot of books & apt. produced

no income tax paid for 1946 - Scholte, Brooks withholding

no gross income returns for 1948

call Scholte as witness - ask him about books produce duties of Sec. 7 treasurer

costs
Gillette
Thompson
Vol. 6 p 490

Demand
Thompson
Vol. 6 p 490

Relief
to Sec
p 503
Vol. 6 p 503

malaya's tools & pitchings & such

1. vessel chartered to subsid-
iary corp in Tahiti for a
period of 3 years at \$7000 a
year ^{getting money} ~~and bet~~
2. \$4000 to Degener paid by
someone unknown
3. \$16,000 cargo of vanilla beans
given to Gillette for 8000 notes
\$5000. ~~in own goods turned over~~ ^{to Arthur then}
\$8000. note from co.
4. Nobody knows assets or
liabilities at the demand made
5. Anna Chevalier in Tahiti
English ^{what for} (Scholly got too cheap)
6. Took lease on Eivao while
Degener was co. business in own
name
7. Took registry of ship
in own name instead of
corp. name ^{forgot to}
8. Sent by seamen ^{Tahitian slaves too} ~~was sent~~
9. 6 mks trip took 8 yrs
he stayed in hotels ^{with corp} ~~money~~
10. \$1125 personal loan (no
authority of stockholders)
11. Leray Peller \$200 ch. h. for
shares not issued.
12. Reported 5 yrs ago and 1 yr ago
and under description more

Alvin Smith
 Terr. collector co
 Hawaiian Dist. case
 Ettingers & Watanabe
 liquidation
 trustee in several
 bankruptcies

since 1928 credit work

Business & Executive
 set out copies of old papers

E. Hottel sent business regarding
 return of P.B. from I. Chouy-on
 registration was \$2000

about \$400 owing on registration
 Debt should include copy of papers for
 payment of debt to E. Hottel
 insured paying \$5000

income on last estate

E. Hottel & B. Smith are
 returning to Tahiti with family
 & Tahiti's new government
 he paid \$1000 a month for loan
 \$5000 loan to pay paper on
 debt at Tahiti Island

deposit for \$75
 charge for 1086 monthly
 duty 647.00

were going to sell boat
 for \$70,000 to finance 11 in

Hearing Is Set In Chen Ho Co. Difficulties

Chief Justice Samuel B. Kemp late Tuesday ordered Circuit Judge Martin Pence of Hilo to hear the latest legal troubles of the Cheng Ho Trading & Exploring Co., Ltd.

THE ORDER directed Judge Pence to hold a show-cause hearing in Honolulu next Wednesday. It was issued by the chief justice after stockholders of the firm sat for two hours in the corridor of circuit court trying to find a judge.

They'd been ordered to appear at 11 a.m. before Judge Philip L. Rice. The order, however, was issued by Judge John E. Parks.

WHEN NEITHER judge would agree to squeeze the case onto his overloaded calendar, Attorney Bernard H. Levinson, appealed to the chief justice.

Minority stockholders of the firm are suing three majority stockholders — Eric deBischoff, William Scholtz and Harry Brooks — for a corporate accounting. The minority stockholders complain deBischoff, Scholtz and Brooks have used corporation profits and the firm's vessel, the junk Cheng Ho, for their own purposes without accounting to other stockholders. They asked that the company's records and the Cheng Ho be held in the territory by restraining order, and asked for the appointment of a receiver for the firm.

JUDGE PARKS signed the restraining order and set the show-cause hearing in Judge Rice's court. Apparently he didn't know Judge Rice is wading through a full calendar.

Judge Rice refused to hear the case and Judge Parks said there wasn't room on his calendar for it.

The summoned stockholders sat two hours in the court house corridors, with the company records on their laps.

Eq. No. 4991

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

AT CHAMBERS

IN EQUITY

GEORGES ARCHER CERAN, OTTO DEGENER,
LE ROY K. PEILER, EMILIO ORDONEZ,
and SATURNINO MALAYO,

Petitioners,

vs.

ERIC de BISSCHOP, WILLIAM SCHOLTZ,
HARRY BROOKS, and CHENG HO TRADING
& EXPLORING CO., LTD.,

Respondents.

STOCKHOLDERS' BILL FOR
CORPORATE ACCOUNTING,
FOR RECEIVER AND
INCIDENTAL RELIEF

MOTION TO DISSOLVE TEMPORARY RESTRAINING ORDER

and

NOTICE OF MOTION

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

Attorney for Respondents

Eq. No. 4991

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

AT CHAMBERS

IN EQUITY

GEORGES ARCHER CERAN, OTTO DEGENER,
LE ROY K. PEILER, EMILIO ORDONEZ,
and SATURNINO MALAYO,

Petitioners,

vs.

ERIC de BISSCHOP, WILLIAM SCHOLTZ,
HARRY BROOKS, and CHENG HO TRADING
& EXPLORING CO., LTD.,

Respondents.

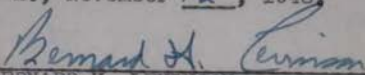
STOCKHOLDERS' BILL FOR
CORPORATE ACCOUNTING,
FOR RECEIVER AND
INCIDENTAL RELIEF

MOTION TO DISSOLVE TEMPORARY RESTRAINING ORDER

Come now the respondents in the above entitled action and move the Court for an order dissolving the Temporary Restraining Order heretofore entered herein, for the reason that said Temporary Restraining Order is based upon allegations in the Petition which are false, as more particularly set out in the verified amended Answers of the respondents heretofore filed herein, and for the further reason that great and irreparable damage and injury will be done to the respondents if the said Temporary Restraining Order is not dissolved.

This Motion is based upon all the records and files herein, including the verified amended Answers of the respondents, and upon the oral testimony which will be presented by the respondents upon the hearing of this Motion.

Dated at Honolulu, T. H., November 12, 1948,


BERNARD H. LEVINSON
Attorney for Respondents

Eq. No. 4991

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

AT CHAMBERS

IN EQUITY

GEORGES ARCHER CERAN, OTTO DEGENER,
LE ROY K. PEILER, EMILIO ORDONEZ,
and SATURNINO MALAYO.

Petitioners.

VS.

ERIC de BISSCHOP, WILLIAM SCHOLTZ,
HARRY BROOKS, and CHENG HO TRADING
& EXPLORING CO., LTD.,

Respondents.

STOCKHOLDERS' BILL FOR
CORPORATE ACCOUNTING,
FOR RECEIVER AND
INCIDENTAL RELIEF

NOTICE OF MOTION

To Petitioners, GEORGES ARCHER CERAN, OTTO DEGENER, LE ROY K. PEILER, EMILIO ORDONEZ, and SATURNINO MALAYO, and to Winston C. Ingman, Esq., their attorney.

You and each of you will please take notice that the respondent's Motion to Dissolve Temporary Restraining Order will be presented to the Honorable Martin Pence in the Court Room of the Fourth Division of the above entitled Court, in the Judiciary Building at Honolulu, Territory of Hawaii, on Wednesday, the 17th day of November, 1948, at the hour of 8:30 o'clock a.m., or as soon thereafter as counsel may be heard.

Dated at Honolulu, T. H., November 12, 1948.

BERNARD H. LEVINSON
Attorney for Respondents

Eq. No. 4991

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

AT CHAMBERS

IN EQUITY

GEORGES ARCHER CERAN, OTTO DEGENER,
LE ROY K. PEILER, EMILIO ORDONEZ,
and SATURNINO MALAYO.

Petitioners,

Vs.

ERIC de BISSCHOP, WILLIAM SCHOLTZ,
HARRY BROOKS, and CHENG HO TRADING
& EXPLORING CO., LTD.,

Respondents.

STOCKHOLDERS' BILL FOR
CORPORATE ACCOUNTING,
FOR RECEIVER AND
INCIDENTAL RELIEF

RETURN TO ORDER TO SHOW CAUSE

and

NOTICE OF HEARING OF ORDER TO SHOW CAUSE

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

Attorney for Respondents

Eg. No. 4991

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

AT CHAMBERS

IN EQUITY

GEORGES ARCHER CERAN, OTTO DEGENER,
LE ROY K. PHILER, EMILIO ORDONEZ,
and SATURNINO MALAYO.

Petitioners.

VS.

ERIC de BISSCHOP, WILLIAM SCHOLTZ,
HARRY BROOKS, and CHENG HO TRADING
& EXPLORING CO., LTD.,

Respondents.

STOCKHOLDERS' BILL FOR
CORPORATE ACCOUNTING,
FOR RECEIVER AND
INCIDENTAL RELIEF

RETURN TO ORDER TO SHOW CAUSE

Come now the respondents above named and for their return to the Order to Show Cause heretofore entered herein, show and allege that said Order is based upon allegations in the Petition which are false, as more particularly set out in the verified amended Answers of the respondents heretofore filed herein.

The respondents further show and allege that great and irreparable damage and injury will be done to the respondents if a receiver is appointed herein by the Court as prayed for by the petitioners.

This Return will be supported further by oral testimony which will be presented at the hearing of said Order.


WHEREFORE, respondents do severally pray that the
Petition be dismissed, and that, in any event, no receiver be

appointed herein by the Court, and that the aforesaid Order to
Show Cause be set aside.

ERIC de BISSCHOP, WILLIAM SCHOLTZ,
HARRY BROOKS, and CHENG HO TRADING
& EXPLORING CO., LTD.,

Respondents

By


BERNARD H. LEVINSON
Attorney for Respondents

Eq. No. 4991

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

AT CHAMBERS

IN EQUITY

GEORGES ARCHER CERAN, OTTO DEGENER,
LE ROY K. PEILER, EMILIO ORDONEZ,
and SATURNINO MALAYO.

Petitioners.

VS.

ERIC de BISSCHOP, WILLIAM SCHOLTZ,
HARRY BROOKS, and CHENG HO TRADING
& EXPLORING CO., LTD.,

Respondents.

STOCKHOLDERS' BILL FOR
CORPORATE ACCOUNTING,
FOR RECEIVER AND
INCIDENTAL RELIEF

NOTICE OF HEARING OF ORDER TO SHOW CAUSE

To Petitioners, GEORGES ARCHER CERAN, OTTO DEGENER, LE ROY K. PEILER, EMILIO ORDONEZ, and SATURNINO MALAYO, and to Winston C. Ingman, Esq., their attorney.

You and each of you will please take notice that the Order to Show Cause heretofore filed herein will be brought on for hearing on Wednesday, November 17, 1948, at the hour of 8:30 o'clock a.m., or as soon thereafter as counsel may be heard, before the Honorable Martin Pence, in the Court Room of the Fourth Division of the above entitled Court, in the Judiciary Building, Honolulu, Territory of Hawaii.

Dated at Honolulu, T. H., November 12, 1948.

Bernard H. Levinson
BERNARD H. LEVINSON
Attorney for Respondents

Eq. No. 4991

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

AT CHAMBERS

IN EQUITY

GEORGES ARCHER CERAN, OTTO DEGENER,)
LE ROY K. FEILER, EMILIO ORDONEZ,)
and SATURNINO MALAYO,)

Petitioners,)

vs.)

ERIC de BISSCHOP, WILLIAM SCHOLTZ,)
HARRY BROOKS, and CHENG HO TRADING)
& EXPLORING CO., LTD.,)

Respondents.)

STOCKHOLDERS' BILL
FOR CORPORATE
ACCOUNTING, FOR
RECEIVER AND
INCIDENTAL RELIEF

AMENDED ANSWER OF RESPONDENT ERIC DE BISSCHOP

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

Attorney for Respondent

Eq. No. 4991

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

AT CHAMBERS

IN EQUITY

GEORGES ARCHER CERAN, OTTO DEGENER,)
LE ROY K. PEILER, EMILIO ORDONEZ,)
and SATURNINO MALAYO,)

Petitioners,)

vs.)

ERIC de BISSCHOP, WILLIAM SCHOLTZ,
HARRY BROOKS, and CHENG HO TRADING
& EXPLORING CO., LTD.,)

Respondents.)

STOCKHOLDERS' BILL
FOR CORPORATE
ACCOUNTING, FOR
RECEIVER AND
INCIDENTAL RELIEF

AMENDED ANSWER OF RESPONDENT ERIC DE BISSCHOP

Comes now ERIC de BISSCHOP, one of the respondents
above named, and for answer to the petition herein, admits,
denies, and alleges as follows:

I

Answering paragraph I of the petition, respondent
admits that GEORGES ARCHER CERAN is the owner of record of 55
shares of stock of the CHENG HO TRADING & EXPLORING CO., LTD.,
but alleges upon information and belief that GEORGES ARCHER
CERAN has sold, pledged or mortgaged all of said shares of stock
to other persons; admits that OTTO DEGENER, LE ROY K. PEILER,
EMILIO ORDONEZ and SATURNINO MALAYO are the record owners of
2, 7, 3 and 1 shares, respectively; admits that ERIC de BISSCHOP,
WILLIAM SCHOLTZ and HARRY BROOKS are stockholders in the above
named corporation, but denies that they own or control a majority

of the outstanding shares of stock of the CHENG HO TRADING & EXPLORING CO., LTD., and denies that they have controlled or now control the said corporation.

II

Answering paragraph II of the petition, respondent admits that ERIC de BISSCHOP, CONSTANCE de BISSCHOP and MATILDA P. CONSTABLE are directors of the CHENG HO TRADING & EXPLORING CO., LTD., and alleges that petitioner GEORGES ARCHER CERAN and his wife AUDREY ARCHER CERAN are also directors of said corporation; admits that the officers of said corporation are CONSTANCE P. de BISSCHOP, President, MATILDA P. CONSTABLE, Vice-President, and WILLIAM SCHOLTZ, Secretary-Treasurer.

III

Answering paragraph III of the petition, respondent admits that the CHENG HO TRADING & EXPLORING CO., LTD., was organized for the purpose, among others, of trading; alleges that the purposes for which said corporation was organized are more fully set out in the Articles of Association of said corporation; admits that the Vessel Cheng Ho was acquired by said corporation to be operated for the benefit of said corporation and that the proceeds of such operations were to be assets of said corporation; denies that ERIC de BISSCHOP, WILLIAM SCHOLTZ and HARRY BROOKS, or any of them, have used the Vessel Cheng Ho for their own purposes or the purposes of any of them; denies that ERIC de BISSCHOP, WILLIAM SCHOLTZ and HARRY BROOKS, or any of them, have failed to turn over the proceeds of the operations of the Vessel Cheng Ho to the CHENG HO TRADING & EXPLORING CO., LTD.; denies that ERIC de BISSCHOP, WILLIAM SCHOLTZ and HARRY BROOKS, or any of them, have converted, fraudulently or otherwise, to their own use and purposes, or to the use and purpose of any of them, any proceeds of the operations of the Vessel Cheng Ho.

IV

Answering paragraph IV of the petition, respondent denies each and every material allegation therein contained.

V

Answering paragraph V of the petition, respondent alleges that on or about March 16, 1948, the CHENG HO TRADING & EXPLORING CO., LTD., caused the Vessel Cheng Ho to be registered under French Registry, with Papeete, Tahiti, as its home port; alleges that such registration was made with the knowledge, consent and approval of all stockholders and directors of said corporation, including all of the petitioners who were then stockholders; admits that the Acte de Francisation names ERIC de BISSCHOP as owner; alleges that the naming by the Acte de Francisation of ERIC de BISSCHOP, who is captain of said vessel, as its owner, was a clerical error on the part of the French authorities for which neither ERIC de BISSCHOP, nor WILLIAM SCHOLTZ, nor HARRY BROOKS were to blame; alleges that neither ERIC de BISSCHOP, nor WILLIAM SCHOLTZ, nor HARRY BROOKS knew, prior to the departure of said vessel from Tahiti bound for Honolulu on its last voyage, that the Acte de Francisation named ERIC de BISSCHOP as owner of said vessel; alleges that ERIC de BISSCHOP has requested the French authorities to correct the clerical error referred to above and to re-issue the Acte de Francisation naming the CHENG HO TRADING & EXPLORING CO., LTD., as the owner of said vessel; denies that the registration of said vessel in the name of Eric de Bisschop, as owner, was intentional, unlawful or fraudulent; denies that ERIC de BISSCHOP, WILLIAM SCHOLTZ or HARRY BROOKS, or any of them, ever concealed from the CHENG HO TRADING & EXPLORING CO., LTD., or from the petitioners, or from anyone else that the registry appears in

the name of ERIC de BISSCHOP.

VI

Answering paragraph VI of the petition, respondent denies each and every material allegation therein contained.

VII

Answering paragraph VII of the petition, respondent denies each and every material allegation therein contained, except that respondent admits that no dividends have been declared upon the stock of the CHENG HO TRADING & EXPLORING CO., LTD.

VIII

Answering paragraph VIII of the petition, respondent denies each and every material allegation therein contained, except that respondent admits that the principal asset of the CHENG HO TRADING & EXPLORING CO., LTD., is the Vessel Cheng Ho.

IX

Answering paragraph IX of the petition, respondent denies each and every material allegation therein contained.

X

Answering paragraph X of the petition, respondent denies each and every material allegation therein contained.

WHEREFORE, respondent prays that this action be dismissed, that the respondents be discharged, with costs, including a reasonable attorney's fee and damages, that the temporary restraining order heretofore issued be dissolved, that the petitioners' prayer for the appointment of a receiver be denied, and for such other and further relief as to the Court may seem meet and proper in the premises.

(s) Eric de Bisschop
ERIC de BISSCHOP

TERRITORY OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

ERIC de BISSCHOP, being first duly sworn on oath, deposes and says: that he is one of the respondents in the above entitled action; that he has read the foregoing amended answer, knows the contents thereof, and that the same is true, except as to the matters and things therein set forth on information and belief, and as to those matters and things he believes them to be true.

(s) Eric de Bisschop
ERIC de BISSCHOP

Subscribed and sworn to before me this 12 day of November, 1948.

(Seal)

(s) Bernard A. Levenson
Notary Public, First Judicial
Circuit, Territory of Hawaii
My commission expires: 7/17/51

Let the foregoing amended answer be filed.

(s) John F. Parks
Judge of the above entitled Court

Eq. No. 4991

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT

TERRITORY OF HAWAII

AT CHAMBERS

IN EQUITY

GEORGES ARCHER CERAN, OTTO DEGENER,
LE ROY K. PEILER, EMILIO ORDONEZ,
and SATURNINO MALAYO,

Petitioners,

vs.

ERIC de BISSCHOP, WILLIAM SCHOLTZ,
HARRY BROOKS, and CHENG HO TRADING
& EXPLORING CO., LTD.,

Respondents.

)
)
)
) STOCKHOLDERS' BILL
) FOR CORPORATE
) ACCOUNTING, FOR
) RECEIVER AND
) INCIDENTAL RELIEF
)
)
)

AMENDED ANSWER OF RESPONDENTS SCHOLTZ AND BROOKS

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

Attorney for Respondents

Eq. No. 4991

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

AT CHAMBERS

IN EQUITY

GEORGES ARCHER CERAN, OTTO DEGENER,
LE ROY K. PEILER, EMILIO ORDONEZ,
and SATURNINO MALAYO,

Petitioners,

vs.

ERIC de BISSCHOP, WILLIAM SCHOLTZ,
HARRY BROOKS, and CHENG HO TRADING
& EXPLORING CO., LTD.,

Respondents.

STOCKHOLDERS' BILL
FOR CORPORATE
ACCOUNTING, FOR
RECEIVER AND
INCIDENTAL RELIEF

AMENDED ANSWER OF RESPONDENTS SCHOLTZ AND BROOKS

Come now WILLIAM SCHOLTZ and HARRY BROOKS, respondents above named, and for answer to the petition herein, admit, deny, and allege as follows:

I

Answering paragraph I of the petition, respondents admit that GEORGES ARCHER CERAN is the owner of record of 55 shares of stock of the CHENG HO TRADING & EXPLORING CO., LTD., but allege upon information and belief that he has sold, pledged or mortgaged all of said shares of stock to other persons; admit that OTTO DEGENER, LE ROY K. PEILER, EMILIO ORDONEZ and SATURNINO MALAYO are the record owners of 2, 7, 3 and 1 shares, respectively; admit that ERIC de BISSCHOP, WILLIAM SCHOLTZ and HARRY BROOKS are stockholders in the above named corporation, but deny that they own or control a majority of the outstanding shares of stock of the CHENG HO TRADING & EXPLORING CO., LTD., and deny that they have controlled or now control the said corporation.

II

Answering paragraph II of the petition, respondents admit that ERIC de BISSCHOP, CONSTANCE P. de BISSCHOP and MATILDA P. CONSTABLE are directors of the CHENG HO TRADING & EXPLORING CO., LTD., and allege that petitioner GEORGES ARCHER CERAN and that said petitioner's wife AUDREY ARCHER CERAN are also directors of said corporation; admit that the officers of said corporation are CONSTANCE P. de BISSCHOP, President, MATILDA P. CONSTABLE, Vice-President, and WILLIAM SCHOLTZ, Secretary-Treasurer.

III

Answering paragraph III of the petition, respondents admit that the CHENG HO TRADING & EXPLORING CO., LTD., was organized for the purpose, among others, of trading; allege that the purposes for which said corporation was organized are more fully set out in the Articles of Association of said corporation; admit that the Vessel Cheng Ho was acquired by said corporation to be operated for the benefit of said corporation and that the proceeds of such operations were to be assets of said corporation; deny that ERIC de BISSCHOP, WILLIAM SCHOLTZ and HARRY BROOKS, or any of them, have used the Vessel Cheng Ho for their own purposes or the purposes of any of them; deny that ERIC de BISSCHOP, WILLIAM SCHOLTZ and HARRY BROOKS, or any of them, have failed to turn over the proceeds of the operations of the Vessel Cheng Ho to the CHENG HO TRADING & EXPLORING CO., LTD.; deny that ERIC de BISSCHOP, WILLIAM SCHOLTZ and HARRY BROOKS, or any of them, have converted, fraudulently or otherwise, to their own use and purposes, or to the use and purpose of any of them, any proceeds of the operations of the Vessel Cheng Ho.

IV

Answering paragraph IV of the petition, respondents

deny each and every material allegation therein contained.

V

Answering paragraph V of the petition, respondents allege on information and belief that on or about March 16, 1948, the CHENG HO TRADING & EXPLORING CO., LTD., caused the Vessel Cheng Ho to be registered under French Registry, with Papeete, Tahiti, as its home port; allege on information and belief that such registration was made with the knowledge, consent and approval of all stockholders and directors of said corporation, including all of the petitioners who were then stockholders; admit that the Acte de Francisation names ERIC de BISSCHOP as owner; allege on information and belief that the naming by the Acte de Francisation of Eric de Bisschop, who is captain of said vessel, as its owner, was a clerical error on the part of the French authorities for which neither ERIC de BISSCHOP, nor WILLIAM SCHOLTZ, nor HARRY BROOKS was to blame; allege that they did not know, prior to the departure of said vessel from Tahiti bound for Honolulu on its last voyage, that the Acte de Francisation named ERIC de BISSCHOP as owner of said vessel; allege on information and belief that ERIC de BISSCHOP did not know, prior to the departure of said vessel from Tahiti bound for Honolulu on its last voyage, that the Acte de Francisation named ERIC de BISSCHOP as owner of said vessel; allege on information and belief that ERIC de BISSCHOP has requested the French authorities to correct the clerical error referred to above and to re-issue the Acte de Francisation naming the CHENG HO TRADING & EXPLORING CO., LTD., as the owner of said vessel; allege on information and belief that the registration of said vessel in the name of ERIC de BISSCHOP, as owner, was not intentional, unlawful or fraudulent; deny that they, or either of them, ever concealed from the CHENG HO TRADING & EXPLORING CO., LTD., or from the petitioners, or from anyone else that the registry

appears in the name of ERIC de BISSCHOP.

VI

Answering paragraph VI of the petition, respondents deny each and every material allegation therein contained.

VII

Answering paragraph VII of the petition, respondents deny each and every material allegation therein contained, except that respondents admit that no dividends have been declared upon the stock of the CHENG HO TRADING & EXPLORING CO., LTD.

VIII

Answering paragraph VIII of the petition, respondents deny each and every material allegation therein contained, except that respondents admit that the principal asset of the CHENG HO TRADING & EXPLORING CO., LTD., is the Vessel Cheng Ho.

IX

Answering paragraph IX of the petition, respondents deny each and every material allegation therein contained.

X

Answering paragraph X of the petition, respondents deny each and every material allegation therein contained.

WHEREFORE, respondents pray that this action be dismissed, that the respondents be discharged, with costs, including a reasonable attorney's fee and damages, that the temporary restraining order heretofore issued be dissolved, that the petitioners' prayer for the appointment of a receiver be denied, and for such other and further relief as to the Court may seem meet and proper in the premises.

(s) William Scholtz
WILLIAM SCHOLTZ

(s) Harry Brooks
HARRY BROOKS

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

WILLIAM SCHOLTZ, being first duly sworn on oath, deposes and says: that he is one of the respondents above named; that he has read the foregoing amended answer, knows the contents thereof, and that the same is true, except as to the matters and things therein set forth on information and belief, and as to those matters and things he believes them to be true.

(s) William Scholtz
WILLIAM SCHOLTZ

Subscribed and sworn to before me this 12 day of November, 1948.

(Seal)

(s) Bernard V. Lemmon
Notary Public, First Judicial
Circuit, Territory of Hawaii.
My commission expires: 7/17/51

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

HARRY BROOKS, being first duly sworn on oath, deposes and says: that he is one of the respondents above named; that he has read the foregoing amended answer, knows the contents thereof, and that the same is true, except as to the matters and things therein set forth on information and belief, and as to those matters and things he believes them to be true.

(Seal)

(s) Harry Brooks
HARRY BROOKS

Subscribed and sworn to before me this 12 day of November, 1948.

(s) Bernard V. Lemmon
Notary Public, First Judicial
Circuit, Territory of Hawaii
My commission expires: 7/17/51

Let the foregoing amended answer be filed.

(s) John E. Parks
Judge of the above entitled Court

Eq. No. 4991

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

AT CHAMBERS

IN EQUITY

GEORGES ARCHER CERAN, OTTO DEGENER,
LE ROY K. PEILER, EMILIO ORDONEZ,
and SATURNINO MALAYO

Petitioners,

vs.

ERIC de BISSCHOP, WILLIAM SCHOLTZ,
HARRY BROOKS, and CHENG HO TRADING
& EXPLORING CO., LTD.,

Respondents.

STOCKHOLDERS' BILL
FOR CORPORATE
ACCOUNTING, FOR
RECEIVER AND
INCIDENTAL RELIEF

AMENDED ANSWER OF RESPONDENT CHENG HO TRADING & EXPLORING CO., LTD.

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

Attorney for Respondent

Eq. No. 4991

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

AT CHAMBERS

IN EQUITY

GEORGES ARCHER CERAN, OTTO DEGENER,)	
LE ROY K. PEILER, EMILIO ORDONEZ,)	
and SATURNINO MALAYO,)	
)	
Petitioners,)	STOCKHOLDERS' BILL
)	FOR CORPORATE
vs.)	ACCOUNTING, FOR
)	RECEIVER AND
ERIC de BISSCHOP, WILLIAM SCHOLTZ,)	INCIDENTAL RELIEF
HARRY BROOKS, and CHENG HO TRADING)	
& EXPLORING CO., LTD.,)	
)	
Respondents.)	

AMENDED ANSWER OF RESPONDENT CHENG HO TRADING & EXPLORING CO., LTD.

Comes now CHENG HO TRADING & EXPLORING CO., LTD., one of the respondents above named, and for answer to the petition herein, admits, denies, and alleges as follows:

I

Answering paragraph I of the petition, respondent admits that GEORGES ARCHER CERAN is the owner of record of 55 shares of stock of the CHENG HO TRADING & EXPLORING CO., LTD., but alleges upon information and belief that he has sold, pledged or mortgaged all of said shares of stock to other persons; admits that OTTO DEGENER, LE ROY K. PEILER, EMILIO ORDONEZ and SATURNINO MALAYO are the record owners of 2, 7, 3 and 1 shares, respectively; admits that ERIC de BISSCHOP, WILLIAM SCHOLTZ and HARRY BROOKS are stockholders in the above named corporation, but denies that they own or control a majority of the outstanding shares of stock of the CHENG HO TRADING & EXPLORING CO., LTD., and denies

that they have controlled or now control the said corporation.

II

Answering paragraph II of the petition, respondent admits that ERIC de BISSCHOP, CONSTANCE P. de BISSCHOP and MATILDA P. CONSTABLE are directors of the CHENG HO TRADING & EXPLORING CO., LTD., and alleges that petitioner GEORGES ARCHER CERAN and his wife AUDREY ARCHER CERAN are also directors of said corporation; admits that the officers of said corporation are CONSTANCE P. de BISSCHOP, President, MATILDA P. CONSTABLE, Vice-President, and WILLIAM SCHOLTZ, Secretary-Treasurer.

III

Answering paragraph III of the petition, respondent admits that the CHENG HO TRADING & EXPLORING CO., LTD., was organized for the purpose, among others, of trading; alleges that the purposes for which said corporation was organized are more fully set out in the Articles of Association of said corporation; admits that the Vessel Cheng Ho was acquired by said corporation to be operated for the benefit of said corporation and that the proceeds of such operations were to be assets of said corporation; denies that ERIC de BISSCHOP, WILLIAM SCHOLTZ and HARRY BROOKS, OR any of them, have used the Vessel Cheng Ho for their own purposes or the purposes of any of them; denies that ERIC de BISSCHOP, WILLIAM SCHOLTZ and HARRY BROOKS, or any of them, have failed to turn over the proceeds of the operations of the Vessel Cheng Ho to the CHENG HO TRADING & EXPLORING CO., LTD.; denies that ERIC de BISSCHOP, WILLIAM SCHOLTZ and HARRY BROOKS, or any of them, have converted, fraudulently or otherwise, to their own use and purposes, or to the use and purpose of any of them, any proceeds of the operations of the Vessel Cheng Ho.

IV

Answering paragraph IV of the petition, respondent

denies each and every material allegation therein contained.

V

Answering paragraph V of the petition, respondent alleges that on or about March 16, 1948, the CHENG HO TRADING & EXPLORING CO., LTD., caused the Vessel Cheng Ho to be registered under French Registry, with Papeete, Tahiti, as its home port; alleges that such registration was made with the knowledge, consent and approval of all stockholders and directors of said corporation, including all of the petitioners who were then stockholders; admits that the Acte de Francisation names Eric de Bisschop as owner; alleges on information and belief that the naming by the Acte de Francisation of ERIC de BISSCHOP, who is captain of said vessel, as its owner, was a clerical error on the part of the French authorities for which neither ERIC de BISSCHOP, nor WILLIAM SCHOLTZ, nor HARRY BROOKS were to blame; alleges on information and belief that neither ERIC de BISSCHOP, nor WILLIAM SCHOLTZ, nor HARRY BROOKS knew, prior to the departure of said vessel from Tahiti bound for Honolulu on its last voyage, that the Acte de Francisation named ERIC de BISSCHOP as owner of said vessel; alleges that ERIC de BISSCHOP has requested the French authorities to correct the clerical error referred to above and to re-issue the Acte de Francisation naming the CHENG HO TRADING & EXPLORING CO., LTD., AS THE OWNER of said vessel; alleges on information and belief that the registration of said vessel in the name of ERIC de BISSCHOP, as owner, was not intentional, unlawful or fraudulent; alleges on information and belief that neither ERIC de BISSCHOP, nor WILLIAM SCHOLTZ, nor HARRY BROOKS ever concealed from the CHENG HO TRADING & EXPLORING CO., LTD., or from the petitioners, or from anyone else, that the registry appears in the name of ERIC de BISSCHOP.

VI

Answering paragraph VI of the petition, respondent

denies each and every material allegation therein contained.

VII

Answering paragraph VII of the petition, respondent denies each and every material allegation therein contained, except that respondent admits that no dividends have been declared upon the stock of the CHENG HO TRADING & EXPLORING CO., LTD.

VIII

Answering paragraph VIII of the petition, respondent denies each and every material allegation therein contained, except that respondent admits that the principal asset of the CHENG HO TRADING & EXPLORING CO., LTD., is the Vessel Cheng Ho.

IX

Answering paragraph IX of the petition, respondent denies each and every material allegation therein contained.

X

Answering paragraph X of the petition, respondent denies each and every material allegation therein contained.

WHEREFORE, respondent prays that this action be dismissed, that the respondents be discharged, with costs, including a reasonable attorney's fee and damages, that the temporary restraining order heretofore issued be dissolved, that the petitioners' prayer for the appointment of a receiver be denied, and for such other and further relief as to the Court may seem meet and proper in the premises.

CHENG HO TRADING & EXPLORING CO., LTD.

(Seal)

By (s) Constantine de Bussichap
its President

TERRITORY OF HAWAII

CITY AND COUNTY OF HONOLULU

33

Constance P. de Bisschop, being first duly sworn on oath, deposes and says: that she is President of Cheng Ho Trading & Exploring Co., Ltd., a Hawaiian corporation, one of the respondents herein; that as such President she is authorized to and does hereby make this verification for and on behalf of said Cheng Ho Trading & Exploring Co., Ltd.; that the seal affixed hereto is the corporate seal of Cheng Ho Trading & Exploring Co., Ltd.; that she has read the foregoing amended answer, knows the contents thereof, and that the same is true, except as to the matters and things therein set forth on information and belief, and as to those matters and things she believes them to be true.

(u) Constance P. de Bisschop
CONSTANCE P. de BISSCHOP

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

(deal)

(s) Bernard H. Lewison
Notary Public, First Judicial
Circuit, Territory of Hawaii.
My commission expires: 7/17/51

Let the foregoing amended answer be filed.

(s) JOHN E. PARKS
Judge of the above entitled Court

Eq. No. 4991

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

AT CHAMBERS

IN EQUITY

GEORGES ARCHER CERAN, OTTO DEGENER,
LE ROY K. PEILER, EMILIO ORDONEZ,
and SATURNINO MALAYO.

Petitioners,

v9.

ERIC de BISSCHOP, WILLIAM SCHOLTZ,
HARRY BROOKS, and CHENG HO TRADING
& EXPLORING CO., LTD.,

Respondents.

STOCKHOLDERS' BILL FOR
CORPORATE ACCOUNTING,
FOR RECEIVER AND
INCIDENTAL RELIEF

ANSWER

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

Attorney for Respondents

Eq. No. 4991

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

AT CHAMBERS

IN EQUITY

GEORGES ARCHER CERAN, OTTO DEGENER,
LE ROY K. PEILER, EMILIO ORDONEZ,
and SATURNINO MALAYO.

Petitioners.

Y3.

ERIC de BISSCHOP, WILLIAM SCHOLTZ,
HARRY BROOKS, and CHENG HO TRADING
& EXPLORING CO., LTD.,

Respondents.

STOCKHOLDERS' BILL
FOR CORPORATE
ACCOUNTING, FOR
RECEIVER AND INCIDENTAL
RELIEF

ANSWER

Come now CHENG HO TRADING & EXPLORING CO., LTD., ERIC de BISSCHOP, WILLIAM SCHOLTZ and HARRY BROOKS, respondents above named, and for answer to the petition herein, admit, deny, and allege as follows:

I

Answering paragraph I of the petition, respondents admit that GEORGES ARCHER CERAN is the owner of record of 55 shares of stock of the CHENG HO TRADING & EXPLORING CO., LTD., but allege upon information and belief that he has sold, pledged or mortgaged all of said shares of stock to other persons; admit that OTTO DEGENER, LE ROY K. PEILER, EMILIO ORDONEZ and SATURNINO MALAYO are the record owners of 2, 7, 3 and 1 shares, respectively; admit that ERIC de BISSCHOP, WILLIAM SCHOLTZ and HARRY BROOKS are stockholders in the above named corporation, but deny that they own or control a majority of the outstanding shares

of stock of the CHENG HO TRADING & EXPLORING CO., LTD., and deny that they have controlled or now control the said corporation.

II

Answering paragraph II of the petition, respondents admit that ERIC de BISSCHOP, CONSTANCE P. de BISSCHOP and MATILDA E. CONSTABLE are directors of the CHENG HO TRADING & EXPLORING CO., LTD., and allege that petitioner GEORGES ARCHER CERAN and that petitioner's wife AUDREY ARCHER CERAN are also directors of said corporation; admit that the officers of said corporation are CONSTANCE P. de BISSCHOP, President, MATILDA E. CONSTABLE, Vice-President, and WILLIAM SCHOLTZ, Secretary-Treasurer.

III

Answering paragraph III of the petition, respondents admit that the CHENG HO TRADING & EXPLORING CO., LTD., was organized for the purpose, among others, of trading and that the Vessel Cheng Ho was acquired by said corporation to be operated for the benefit of said corporation and that the proceeds of such operations were to be assets of said corporation; deny that ERIC de BISSCHOP, WILLIAM SCHOLTZ and HARRY BROOKS, or any of them, have used the Vessel Cheng Ho for their own purposes or the purposes of any of them; deny that ERIC de BISSCHOP, WILLIAM SCHOLTZ and HARRY BROOKS, or any of them, have failed to turn over the proceeds of the operations of the Vessel Cheng Ho to the CHENG HO TRADING & EXPLORING CO., LTD.; deny that ERIC de BISSCHOP, WILLIAM SCHOLTZ and HARRY BROOKS, or any of them, have converted, fraudulently or otherwise, to their own use and purposes, or to the use and purpose of any of them, any proceeds of the operations of the Vessel Cheng Ho.

IV

Answering paragraph IV of the petition, respondents deny each and every material allegation therein contained.

V

Answering paragraph V of the petition, respondents allege that on or about March 16, 1948, the CHENG HO TRADING & EXPLORING CO., LTD., caused the Vessel Cheng Ho to be registered under French Registry, with Papeete, Tahiti, as its home port; allege that such registration was made with the knowledge, consent and approval of all stockholders and directors of said corporation, including all of the petitioners; admit that the Acte de Francisation names ERIC de BISSCHOP as owner; allege that the naming by the Acte de Francisation of ERIC de BISSCHOP, who is captain of said vessel, as its owner, was a clerical error on the part of the French authorities for which neither ERIC de BISSCHOP, nor WILLIAM SCHOLTZ, nor HARRY BROOKS were to blame; allege that neither ERIC de BISSCHOP, nor WILLIAM SCHOLTZ, nor HARRY BROOKS knew that the Acte de Francisation named ERIC de BISSCHOP as owner of said vessel until said vessel had departed from Tahiti bound for Honolulu on its last voyage; allege that ERIC de BISSCHOP has requested the French authorities to correct the clerical error referred to above and to re-issue the Acte de Francisation naming the CHENG HO TRADING & EXPLORING CO., LTD., as the owner of said vessel; deny that the registration of said vessel in the name of ERIC de BISSCHOP, as owner, was intentional, unlawful or fraudulent; deny that ERIC de BISSCHOP, WILLIAM SCHOLTZ or HARRY BROOKS, or any of them, ever concealed from the CHENG HO TRADING & EXPLORING CO., LTD., or from the petitioners, or from anyone else that the registry appears in the name of ERIC de BISSCHOP.

VI

Answering paragraph VI of the petition, respondents deny each and every material allegation therein contained.

VII

Answering paragraph VII of the petition, respondents deny each and every material allegation therein contained, except that respondents admit that no dividends have been declared upon

the stock of the CHENG HO TRADING & EXPLORING CO., LTD.

VIII

Answering paragraph VIII of the petition, respondents deny each and every material allegation therein contained, except that respondents admit that the principal asset of the CHENG HO TRADING & EXPLORING CO., LTD., is the Vessel Cheng Ho.

IX

Answering paragraph IX of the petition, respondents deny each and every material allegation therein contained.

X

Answering paragraph X of the petition, respondents deny each and every material allegation therein contained.

WHEREFORE, respondents pray that they may be dismissed hence, with costs, including a reasonable attorney's fee, damages and such other relief as to the Court may seem meet and proper in the premises.

ERIC de BISSCHOP, WILLIAM SCHOLTZ,
HARRY BROOKS, and CHENG HO TRADING
& EXPLORING CO., LTD.

By (s) ERIC de BISSCHOP
ERIC de BISSCHOP

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

ERIC de BISSCHOP, being first duly sworn on oath, deposes and says: that he is one of the respondents above named; that he is authorized to, and does hereby make this verification for and on behalf of all of the respondents above named; that he has read the foregoing answer, knows the contents thereof, and that the same is true, except as to the matters and things therein set forth on information and belief, and as to those matters and things he believes them to be true.

(s) ERIC de BISSCHOP
ERIC de BISSCHOP

Subscribed and sworn to before me this 6 day of November, 1948.

(SEAL)

(s) BERNARD H. LEVINSON
Notary Public, First Judicial
Circuit, Territory of Hawaii.

My Commission Expires: 7/17/51



OCT 20 1948

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PTE225 PAPEETE 64 VIA RCA 19 0920 PAGE1/50

DLT RP10.00FRS GEORGES ARCHER

1559 THURSTONAVE HONOLULU

AIRMAILED SHARES YESTERDAY STOP SEND SUPPLIERS ADDRESS AND
FOB PRICES ASSORTED HAWAIIAN PRINTS AND HAWAIIAN SHIRTS ANSWER
URGENTLY TO PERMIT ORDER STOP RECEIVED TELEGRAM FROM
MALAYO WITHOUT HIS ADDRESS ASKING VALUE CHENG HO RENTING
BY PHOSPHATES COMPANY STOP GIVE HIM FOLLOWING INFORMATION
MARCH

CFM::DLT RP10.00FRS 1559 FOB MALAYO HO

REPLY VIA RCA
FAST ACCURATE DIRECT



LAGE2/14 PTE225 ARCHER

24 FORTY THOUSAND FRANCS APRIL 5 FORTY FOUR THOUSAND

STOP LOVE FROM ALL

BENJAMIN

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RADIOGRAM
REPLY VIA RCA
FAST ACCURATE DIRECT

Eq. No. 4991

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

AT CHAMBERS

IN EQUITY

GEORGES ARCHER CERAN, OTTO DEGENER,
LE ROY E. FEILER, EMILIO ORDONEZ,
and SATURNINO MALAYO,

Petitioners,

vs.

ERIC DE BISSCHOP, WILLIAM SCHOLTZ,
HARRY BROOKS, and CHENG HO
TRADING & EXPLORING CO., LTD.,

Respondents.

STOCKHOLDERS' BILL FOR
CORPORATE ACCOUNTING,
FOR RECEIVER AND
INCIDENTAL RELIEF

1ST CIRCUIT COURT
TERRITORY OF HAWAII

FILED

I do hereby certify that the attached folio of 1948 OCT 28 AM 9 33

PETITION

ORDER TO SHOW CAUSE

SUMMONS

William C. Ing

CLERK

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

10-30-48
IND. 10-30-48
R. J. HAMASAKI

William C. Ing
Clerk, Circuit Court, First Circuit,
Territory of Hawaii.

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

Attorney for Petitioners

Eq. No. _____

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

AT CHAMBERS

IN EQUITY

GEORGES ARCHER CERAN, OTTO DEGENER,
LE ROY K. PEILER, EMILIO ORDONEZ,
and SATURNINO MALAYO,

Petitioners,

vs.

ERIC DE BISSCHOP, WILLIAM SCHOLTZ,
HARRY BROOKS, AND CHENG HO
TRADING & EXPLORING CO., LTD.,

Respondents.

STOCKHOLDERS' BILL FOR
CORPORATE ACCOUNTING,
FOR RECEIVER AND
INCIDENTAL RELIEF

PETITION

TO THE HONORABLE THE PRESIDING JUDGE OF THE ABOVE ENTITLED
COURT, SITTING AT CHAMBERS, IN EQUITY:

COME NOW GEORGES ARCHER CERAN, OTTO DEGENER, LE ROY K.
PEILER, EMILIO ORDONEZ and SATURNINO MALAYO, residents of the
Territory of Hawaii, bringing this action on behalf of themselves
and other stockholders who may come in and contribute to the
expense of this suit, except such as are named Respondents herein,
against the CHENG HO TRADING & EXPLORING CO., LTD., a corporation
organized and existing under the laws of the Territory of Hawaii,
and having its principal place of business in Honolulu in said
Territory of Hawaii, and ERIC DE BISSCHOP, a French citizen,
presently residing in the Territory of Hawaii, and WILLIAM SCHOLTZ
and HARRY BROOKS, citizens of the United States and residents of
the Territory of Hawaii.

I.

That GEORGES ARCHER GERAN, Petitioner in the above entitled cause, is a stockholder of the CHENG HO TRADING & EXPLORING CO., LTD., and is the owner of fifty-five (55) shares of stock of the above named corporation of the par value of ONE HUNDRED DOLLARS (\$100.00) each, or the total value of FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00); that OTTO DEGENER, LE ROY K. PEILER, EMILIO ORDONEZ, and SATURNINO MALAYO, Petitioners in the above entitled cause are stockholders of said corporation and own shares of stock of said corporation, as follows:

<u>NAME</u>	<u>NO. SHARES</u>	<u>PAR VALUE</u>
OTTO DEGENER	2	\$ 200.00
LE ROY K. PEILER	7	\$ 700.00
EMILIO ORDONEZ	3	\$ 300.00
SATURNINO MALAYO	1	\$ 100.00;

that ERIC DE BISSCHOP, WILLIAM SCHOLTZ, and HARRY BROOKS, Respondents herein named, are stockholders in the above named corporation and own or control, either directly or through close relations, to-wit: CONSTANCE P. DE BISSCHOP, the wife, and MATILDA E. CONSTABLE, the mother-in-law of ERIC DE BISSCHOP, a majority of the outstanding stock, through which ownership they have controlled the said corporation.

II.

That the directors of said corporation are ERIC DE BISSCHOP, CONSTANCE P. DE BISSCHOP, and MATILDA E. CONSTABLE; that the officers of said corporation are: President, CONSTANCE P. DE BISSCHOP; Vice President, MATILDA E. CONSTABLE; and Secretary-Treasurer, WILLIAM SCHOLTZ.

III.

That the Respondent corporation was organized for the purpose of trading and in furtherance thereof the Vessel CHENG HO was acquired by the said corporation and to be operated solely for the benefit of said corporation, and that the proceeds of such operations were to be assets of the said corporation; that despite such purposes the Respondents ERIC DE BISSCHOP, WILLIAM SCHOLTZ and HARRY BROOKS have used the Vessel CHENG HO for their own purposes and have failed to turn over the proceeds of its operations to the Respondent corporation and have fraudulently converted said proceeds to their own use and purposes.

IV.

That on or about November 15, 1947, the said Respondents ERIC DE BISSCHOP, WILLIAM SCHOLTZ and HARRY BROOKS fraudulently and unlawfully entered into a conspiracy for the purpose of wrongfully and fraudulently depriving the Petitioners and other stockholders of the corporation of their rights and interests as such stockholders and to fraudulently and unlawfully exploit said corporation and to convert its funds and assets for their own benefit.

V.

That in pursuance of said conspiracy the said ERIC DE BISSCHOP on or about the 16th day of March, 1948, caused the Vessel CHENG HO, owned by the Respondent corporation, to be unlawfully and fraudulently registered under French registry in the name of said ERIC DE BISSCHOP as owner without the knowledge or consent of the Respondent corporation or the Petitioners and other stockholders and concealed from the

corporation and the Petitioners and other stockholders that such registry stands in the name of said ERIC DE BISSCHOP.

VI.

That the said Respondents ERIC DE BISSCHOP, WILLIAM SCHOLTZ and HARRY BROOKS have, in connection with their fraudulent and unlawful practices, continuously, arbitrarily, fraudulently and unlawfully manipulated the affairs, moneys and properties of said corporation for their own use and benefit and to the great injury of the Petitioners and other stockholders in the premises.

VII.

That although large profits have been made by the corporation within the past year, no dividends have been declared upon the stock of said corporation and that in the manner aforesaid and pursuant to said conspiracy the profits of the business of said corporation are being dissipated by the said Respondents ERIC DE BISSCHOP, WILLIAM SCHOLTZ and HARRY BROOKS, and appropriated to their own use.

VIII.

That the principal asset of the Respondent corporation consists of the Vessel CHENG HO; that the Petitioners are informed and believe and upon such information and belief state that unless prevented by the appointment of a receiver to take possession of the assets of said corporation pending final disposition of this cause said Respondents ERIC DE BISSCHOP, WILLIAM SCHOLTZ and HARRY BROOKS will, pursuant to said conspiracy, remove the Vessel CHENG HO from the jurisdiction of this Court and secrete the said Vessel and dissipate it.

IX.

That the Petitioners are informed and believe and upon such information and belief state that the books, papers and records of said Respondent corporation are in a confused and disorderly state and do not speak the truth as to the business and profits of Respondent corporation; that the Petitioners are informed and believe and so state the facts to be that unless prevented by the appointment of a receiver to take possession of the books, papers and records of said corporation the said Respondents will, pursuant to said conspiracy, destroy, mutilate or alter the books of said corporation, and that any demand upon said Respondents or any of them or upon said corporation would be futile and of no avail.

X.

That Petitioners are unable to secure any corporate action on the part of the Respondent, CHENG HO TRADING & EXPLORING CO., LTD., to redress the wrongs hereinabove set forth, nor are they able to obtain any redress at the hands of the directors of the said Respondent, CHENG HO TRADING & EXPLORING CO., LTD.; that the Board of Directors of said corporation is under the absolute control and dominion of the Respondent ERIC DE BISSCHOP, by reason of having possession either in his own name or in the name of his wife, CONSTANCE P. DE BISSCHOP, or mother-in-law, MATILDA E. CONSTABLE, of a majority of the capital stock of the said corporation, and likewise controls the action of the stockholders; although requested for information with regard to the facts hereinbefore set forth the Respondents, ERIC DE BISSCHOP, WILLIAM SCHOLTZ and HARRY BROOKS, have refused to give any information with regard thereto and have declined to redress the wrongs of which complaint is hereby made, or to give

to the Petitioners any opportunity to lay before the Board of Directors or the stockholders of the Respondent, CHENG HO TRADING & EXPLORING CO., LTD., the facts herein set forth.

WHEREFORE YOUR PETITIONERS PRAY:

1. That the process of this Honorable Court issue commanding the Respondents above named and each of them to appear and answer the allegations of this Petition, and to stand to and perform and abide by such orders, directions and decrees as may be herein made and entered;

2. That an order may be issued to the Respondents enjoining them or any other person acting for, under or on their behalf from removing, secreting or transferring any of the assets of the said corporation standing in the name of said corporation, or held by or on behalf of said Respondents or any of them but belonging to said corporation, from beyond the jurisdiction of this Court until the further order of this Honorable Court;

3. That an order may be issued to the Respondents to show cause why a receiver pendente lite should not be appointed by this Honorable Court to take possession of the assets, books, papers and records of the said Respondent corporation and to further collect the issues, profits and income derived from said assets and to hold and conserve the same pending the further order of this Court;

4. That an accounting may be had to ascertain the amounts improperly paid by the corporation to the said Respondents ERIC DE BISSCHOP, WILLIAM SCHOLTZ and HARRY BROOKS, in excess of the amount or amounts legally due said Respondents and each of them;

5. That your Petitioners may have such other and further

relief in the premises as may be just and equitable.

Dated at Honolulu, TH, this 20th day of October,
1948.

George Archer Ceran
GEORGES ARCHER CERAN

15/ Otto Dregener
OTTO DREGENER

15/ Le Roy K. Peiler
LE ROY K. PEILER

15/ Emilio Ordonez
EMILIO ORDONEZ

15/ Saturnino Malayo
SATURNINO MALAYO

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

GEORGES ARCHER CERAN, being first duly sworn, on oath deposes and says: That he is one of the Petitioners named in and who signed the foregoing Petition; that he has read said Petition and knows the contents thereof; that the same is true except as to the matters and things therein set forth on information and belief, and as to those matters and things he believes them to be true.

15/ George Archer Ceran

Subscribed and sworn to before
me this 20th day of October, 1948.

Mabel K. Suzuki
Notary Public, First Judicial
Circuit, Territory of Hawaii

My commission expires: 6-30-52

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

OTTO DEGENER, being first duly sworn, on oath deposes and says: That he is one of the Petitioners named in and who signed the foregoing Petition; that he has read said Petition and knows the contents thereof; that the same is true except as to the matters and things therein set forth on information and belief, and as to those matters and things he believes them to be true.

Subscribed and sworn to before
me this 20th day of October, 1948.

15/ Otto Degener
15/ Edith K. Soderstrom
Notary Public, First Judicial
Circuit, Territory of Hawaii

My commission expires: 9-30-51

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

LE ROY K. PEILER, being first duly sworn, on oath deposes and says: That he is one of the Petitioners named in and who signed the foregoing Petition; that he has read said Petition and knows the contents thereof; that the same is true except as to the matters and things therein set forth on information and belief, and as to those matters and things he believes them to be true.

Subscribed and sworn to before
me this 20th day of October, 1948.

15/ Le Roy K. Peiler
15/ Rose L. Pavao
Notary Public, First Judicial
Circuit, Territory of Hawaii

My commission expires: 1-27-51

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

EMILIO ORDONEZ and SATURNINO MALAYO, being first duly sworn, on oath depose and say: That they are two of the Petitioners named in and who signed the foregoing Petition; that they have read said Petition and know the contents thereof; that the same is true except as to the matters and things therein set forth on information and belief, and as to those matters and things they believe them to be true.

Subscribed and sworn to before
me this _____ day of October, 1948.

Notary Public, First Judicial Circuit,
Territory of Hawaii. My commission expires _____

TERRITORY OF HAWAII)
) 33
CITY AND COUNTY OF HONOLULU)

SATURNINO MALAYO, being first duly sworn, on oath deposes and says: That he is one of the Petitioners named in and who signed the foregoing Petition; that he has read said Petition and knows the contents thereof; that the same is true except as to the matters and things therein set forth on information and belief, and as to those matters and things he believes them to be true.

15/ Saturnino Malayo

Subscribed and sworn to before
me this 20th day of October, 1948.

15/ Rose J. Poo
Notary Public, First Judicial
Circuit, Territory of Hawaii

My commission expires: 1-22-51

TERRITORY OF HAWAII)
) 33
CITY AND COUNTY OF HONOLULU)

EMILIO ORDONEZ, being first duly sworn, on oath deposes and says: That he is one of the Petitioners named in and who signed the foregoing Petition; that he has read said Petition and knows the contents thereof; that the same is true except as to the matters and things therein set forth on information and belief, and as to those matters and things he believes them to be true.

15/ Emilio Ordóñez

Subscribed and sworn to before me
this 21st day of October, 1948.

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

My commission expires: 9-30-51

Eq. No. _____

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

AT CHAMBERS

IN EQUITY

GEORGES ARCHER CERAN, OTTO DEGENER,
LE ROY K. FEILER, EMILIO ORDONEZ,
and SATURNINO MALAYO.

Petitioners,

VS.

ERIC de BISSCHOP, WILLIAM SCHOLTZ,
HARRY BROOKS, and CHENG HO
TRADING & EXPLORING CO., LTD.,

Respondents.

STOCKHOLDERS' BILL FOR
CORPORATE ACCOUNTING,
FOR RECEIVER AND
INCIDENTAL RELIEF

ORDER TO SHOW CAUSE

A Petition having been filed in the above entitled cause seeking a corporate accounting of the CHENG HO TRADING & EXPLORING CO., LTD., and said Petition having prayed for an order to show cause why a receiver pendente lite should not be appointed to take possession of the corporate assets of said CHENG HO TRADING & EXPLORING CO., LTD., and to collect the issues, profits and income therefrom and conserve the same until the further orders of this Court.

WHEREFORE IT IS ORDERED that ERIC de BISSCHOP, WILLIAM SCHOLTZ and HARRY BROOKS be and appear before me in my court room in the Judiciary Building, Honolulu, City and County of Honolulu, Territory of Hawaii, on Tuesday, the 9th day of November, 1948, at the hour of Three o'clock P. M.

then and there to show cause, if any they may have, why an order should not be issued appointing a receiver to take possession of the property and assets of the CHENG HO TRADING & EXPLORING CO., LTD., and to collect the issues, profits and income therefrom and conserve the same until the further orders of this Court;

IT IS FURTHER ORDERED that a copy of this Order be served upon each of the Respondents herein.

Dated at Honolulu, TH, this 28 day of October, 1948.

JOHN E. PARKS

Judge of the above entitled Court



No.

Reg.

Pg.

In the Circuit Court of the First Judicial Circuit TERRITORY OF HAWAII

At Chambers

GEORGES ARCHER CERAN, OTTO
DEGENER, LE ROY K. PEILER,
EMILIO ORDONEZ, and SATURNINO
MALAYO, Petitioners,

v.

ERIC de BISSCHOP, WILLIAM
SCHOLTZ, HARRY BROOKS and
CHENG HO TRADING & EXPLORING
CO., LTD., Respondents.

Chambers Summons

The Territory of Hawaii:

TO THE HIGH SHERIFF of the Territory of Hawaii, or his deputy; the Sheriff of the City and County of Honolulu, or his deputy, or any Police Officer in the Territory of Hawaii:

YOU ARE COMMANDED to summon ERIC de BISSCHOP, WILLIAM SCHOLTZ,
HARRY BROOKS, and CHENG HO TRADING & EXPLORING CO., LTD.,

to appear TEN DAYS after service hereof, if THEY reside in the City and County of Honolulu, otherwise TWENTY DAYS after service, before such Judge of the Circuit Court of the First Circuit as shall be sitting at Chambers in the Court Room of said Judge, in the Judiciary Building in Honolulu, City and County of Honolulu, to answer the annexed

Petition

And have you then there this writ with full return of your proceedings thereon.

WITNESS the Honorable Presiding Judge
of the Circuit Court of the First Circuit, at
Honolulu aforesaid, this 28th
day of October, 1948

William C. Ing, Clerk

SECTION 20 REVISED LAWS 1945. The time within which an act is to be done * * * shall be computed by excluding the first day and including the last. If the last day be Sunday, or a legal holiday, it shall be excluded.

Eq. No. 4991

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

AT CHAMBERS

IN EQUITY

GEORGES ARCHER CERAN, OTTO DEGENER,
LE ROY K. PEILER, EMILIO ORDONEZ,
and SATURNINO MALAYO,

Petitioners,

vs.

ERIC DE HISSCHOP, WILLIAM SCHOLTZ,
HARRY BROOKS and CHENG HO TRADING
& EXPLORING CO., LTD.,

Respondents.

STOCKHOLDERS' BILL FOR
CORPORATE ACCOUNTING,
FOR RECEIVER AND
INCIDENTAL RELIEF

1ST CIRCUIT COURT
TERRITORY OF HAWAII
FILED

1948 OCT 28 AM 9 33

I do hereby certify that the attached *folio of*

BOND ON CONSTRAINT OF PROPERTY

William C. Ing

CLERK

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

William C. Ing
Clerk, Circuit Court, First Circuit,
Territory of Hawaii.

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

Attorney for Petitioners

Eq. No. _____

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

AT CHAMBERS

IN EQUITY

GEORGES ARCHER CERAN, OTTO DEGENER,)
LE ROY K. FEILER, EMILIO ORDONEZ,)
and SATURNINO MALAYO,)

Petitioners,)

vs.)

ERIC DE BISSCHOP, WILLIAM SCHOLTZ,)
HARRY BROOKS and CHENG HO TRADING)
& EXPLORING CO., LTD.,)

Respondents.)

STOCKHOLDERS' BILL FOR
CORPORATE ACCOUNTING,
FOR RECEIVER AND
INCIDENTAL RELIEF

BOND ON CONSTRAINT OF PROPERTY

KNOW ALL MEN BY THESE PRESENTS:

That OTTO DEGENER, as principal, on behalf of himself, Georges Archer Ceran, Le Roy K. Feiler, Emilio Ordenez, and Saturnino Malayo, and UNITED STATES FIDELITY & GUARANTY COMPANY, as surety, are held and firmly bound unto the Respondents, Eric de Bisschop, William Scholtz, Harry Brooks and Cheng Ho Trading & Exploring Co., Ltd., in the just and full sum of Ten Thousand Dollars (\$10,000.00) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors firmly by these presents.

The condition of this obligation is such that

WHEREAS, the said Petitioners, Georges Archer Ceran, Otto Degener, Le Roy K. Feiler, Emilio Ordenez and Saturnino Malayo, have commenced an action in the above entitled Court against the said Respondents for an accounting and have asked that a restraining order be issued in the said action as provided by law,

NOW, THEREFORE, if the said Petitioners shall pro-

secute said action without delay and shall pay all costs that may be adjudged to the said Respondents and all damages which said Respondents may sustain by reason of said restraining order, not exceeding Ten Thousand Dollars (\$10,000.00) should the said restraining order be wrongfully, oppressively or maliciously sued out, and in case the Respondents be declared bankrupt, pay all charges, damages and expenses incurred by the High Sheriff or his Deputy, or any police officer, by reason of said restraining order, then this obligation shall be null and void, otherwise to be and remain in full force, virtue and effect.

WITNESS the hands of the above bounden this 20th day of October, 1948.

Otto Degener
Otto Degener

TERRITORY OF HAWAII, }
City and County of Honolulu } ss.

On this 20th day of October, A. D. 1948, before me personally appeared OTTO DEGENER to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

William B. Steven
Notary Public, First Judicial Circuit,
Territory of Hawaii.

MY COMMISSION EXPIRES MAY 6, 1952

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

On this 20th day of October, 1948, before me personally appeared CALVERT G. CHIPCHASE to me personally known, who being by me duly sworn did say that he is the Attorney-in-Fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, duly appointed under Power of Attorney dated the 29th day of January, 1948, which Power of Attorney is now in full force and effect, 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 under the authority of its Board of Directors, and said CALVERT G. CHIPCHASE acknowledged said instrument to be the free act and deed of said corporation.

William B. Steven
Notary Public, First Judicial Circuit,
Territory of Hawaii

Eq. No. 4991

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

AT CHAMBERS

IN EQUITY

GEORGES ARCHER CERAN, OTTO DEGENER,
LE ROY K. PEILER, EMILIO ORDONEZ,
and SATURNINO MALAYO,

Petitioners,

vs.

ERIC DE BISSCHOP, WILLIAM SCHOLTZ,
HARRY BROOKS, and CHENG HO
TRADING & EXPLORING CO., LTD.,

Respondents.

STOCKHOLDERS' BILL FOR
CORPORATE ACCOUNTING,
FOR RECEIVER AND
INCIDENTAL RELIEF

1ST CIRCUIT COURT
TERRITORY OF HAWAII

FILED

1948 OCT 28 AM 9 33

I do hereby certify that the attached folio of

William C. Ing

TEMPORARY RESTRAINING ORDER

CLERK

SERVED

10-30-48

RETURNED

10-30-48

OFFICER

J. Hamaguchi

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

William C. Ing
Clerk, Circuit Court, First Circuit,
Territory of Hawaii.

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

Attorney for Petitioners

Accounting Is Asked In Cheng Ho Case

The junk Cheng Ho ran into new legal troubles Wednesday when minority stockholders charged three of the majority stockholders of Cheng Ho Trading & Exploring Co., Ltd., of dissipating the firm's profits.

A BILL FOR a corporate accounting, and incidental relief, and a petition to have a receiver appointed, was filed in circuit court by five minority stockholders.

Judge John E. Parks ordered stockholders Eric de Bisschop, William Scholtz and Harry Brooks to appear at 11 a.m. Nov. 9, to show why a receiver should not be appointed to manage the junk and the company pending litigation.

MINORITY STOCKHOLDERS

Georges A. Ceran, Otto Degener, LeRoy K. Peiler, Emilio Ordenez and Saturnino Malayo, asked for the accounting of the corporation's affairs.

The petition sought the impounding of the firm's records and account books and the former luxury junk, Cheng Ho.

It alleged the corporation has made profits during the last year but paid no dividends. It also alleged the trio named in the suit declined to account for the firm's money or to explain to stockholders.

A CHARGE OF "fraudulent" converting said proceeds to their own use and purposes" was included in the petition. The minority stockholders also said they had reason to believe plans were being made to remove the junk and the corporation's books out of the court's jurisdiction.

De Bisschop, master of the junk, also is charged with registering the vessel in his name under French registry without the knowledge or consent of stockholders of the firm.

EARLIER THIS MONTH a

lengthy admiralty suit against the vessel was settled in federal court. In that suit the court awarded wage claims of two seamen who sailed on the Cheng Ho to Tahiti last winter.

**Complete
Laundry &
Refinishing Service**

VENETIAN BLIND

215 WARD ST. LAUNDRY
PHONE 58748

COPY OF MESSAGE SENT

VIA MACKAY RADIO

AMERICAN CABLE & RADIO CORP'N

22
OCTOBER, 1948

ck 25
375
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Oct 22 12 58 PM '48

LC

WINFIELD SCOTT PAPEETE TAHITI

REQUEST CANCELATION FRAUDULENT CHENGHO FRANCIZATION
BECAUSE ACTUAL OWNER AMERICAN CHENGHO TRADING EXPLORING
COMPANY AND NOT FRENCH CAPTAIN DEBISSCHOP

GEORGES ARCHER CERAN

Winfield Scott,
Papeete, Tahiti.

Request cancellation
~~of~~ fraudulent Cheng
No francization
because ^{actual} owner
American Cheng Ho Trading
& Exploring Company and
not French captain
de Bisschop

George M. Parker, Secy

This form of application to
be used for Court Bonds and
Stipulations in Admiralty.



No. _____
AGENT _____
ADDRESS _____
BOND EXECUTED: No _____ Yes _____

Judicial Department

UNITED STATES FIDELITY AND GUARANTY COMPANY
BALTIMORE, MARYLAND

1. Name of Applicant..... OTTO DEGENER
2. Occupation..... AUTHOR Race.....
3. Address..... 219 Winston Ingman, Merchandise Mart, Honolulu, T. H.
4. Character of Bond..... Constraint of Property COPY MUST ACCOMPANY THIS APPLICATION
5. Penalty \$..... 10,000
6. Title of case..... Georges Archer Ceran, Otto Degener, Le Roy K. Peller, Emilio Ordonez, & Saturnino Malayo, Petitioners, vs. Eric de Bisschop, Wm. Scholtz, Harry Brooks & Cheng Ho Trading & Exploring Co., Ltd., Respondents.
7. Court in which filed..... First Circuit Court Case No.
8. Name and address of attorney..... Winston Ingman, Merchandise Mart, Hon. T. H.
9. STATE BRIEFLY THE FACTS AND FIGURES NECESSARY TO OUR COMPLETE UNDERSTANDING OF THE LITIGATION, THE CONDITION OF THE BOND AND THE AMOUNT OF THE ESTIMATED LIABILITY.

See attached.

If applicant a co-partnership, give names of partners.....

If applicant a corporation, give names of officers with authority to sign in name of Corporation.....

If a corporation, in what state incorporated?..... Date Incorporated?.....

STATEMENT OF ASSETS and LIABILITIES of applicant as of.....19.....

Assets				Liabilities			
Cash	Sched. "A"			Due to Banks	Sched. "A"		
Stocks, Bonds, etc.	Sched. "B"			Notes and Accounts Payable	Sched. "C"		
Notes and Accounts Receivable	Sched. "C"			Due on Real Estate	Sched. "D"		
Real Estate	Sched. "D"			All Other Liabilities	Sched. "E"		
All Other Assets	Sched. "E"			Capital Stock (if any)			
				Surplus and Undivided Profits			
Total Assets				Total Liabilities			

SCHEDULE "A"—CASH AND DUE TO BANKS

Name of Bank	Location	Amount of Deposit	Owed to Bank	Date Due

SCHEDULE "B"—STOCKS, BONDS AND OTHER SECURITIES

Description	Market Value	If Pledged—Give Details

SCHEDULE "C"—NOTES AND ACCOUNTS RECEIVABLE—NOTES AND ACCOUNTS PAYABLE

From Whom Due	Amount	Date Due	To Whom Due	Amount	Date Due

SCHEDULE "D"—REAL ESTATE

Description and Location	Title in Name of:	Market Value	Amount Mortgage	Date Due

SCHEDULE "E"—OTHER ASSETS AND LIABILITIES

Description Other Assets	Amount	Description Other Liabilities	Amount

Authority is hereby granted to any individual, firm or corporation, and any financial institution to furnish the United States Fidelity and Guaranty Company upon its request with any information concerning the above statement or pertaining to the Undersigned's financial standing, credit or manner of meeting obligations.

THE UNDERSIGNED, as applicant and/or as indemnitor (and each of them), hereby warrants that the foregoing statements are true and are made to induce the United States Fidelity and Guaranty Company (hereinafter called the Company) to execute the bond herein applied for, and should the Company execute said bond, the undersigned hereby agrees:

TO PAY in advance for the first year a premium on this bond of.....
ONE HUNDRED AND NO/100 (\$100.00).....Dollars which shall be
 fully earned upon the execution of the bond, and.....ONE HUNDRED AND NO/100 (\$100.00).....
Dollars in advance for each
 year thereafter subject to an annual earned minimum premium of \$.....until evidence
 satisfactory to the company that the bond is no longer in force shall have been furnished it by the undersigned;

TO INDEMNIFY and save the Company harmless from any and all liabilities, loss, costs, charges, suits, damages, counsel fees, and expenses of whatever kind or nature, which it shall or may, for any cause, at any time, sustain or incur, or be put to, by reason or in consequence of its having executed said bond. The undersigned further agrees to waive, and does hereby waive, any right to claim any property, including homestead, as exempt, under the constitution or laws of the United States of America or of any state, states or territory, the Dominion of Canada or any of its provinces, from levy, execution, sale or other legal process.

IF CLAIM IS MADE AGAINST THE COMPANY on the bond herein applied for the Company shall have the right to employ its representative to investigate the claim, and to charge all expenses of such investigation to the undersigned.

THE UNDERSIGNED FURTHER AGREES, if any suit is brought on the bond herein applied for, to permit the Company to employ its own counsel to defend such suit; and to repay the Company counsel fees and all other costs and expenses to which the Company may be put in defense of such suit.

THAT ANY PAYMENTS made in good faith by the said Company on account of any such liability, whether or not it is actually liable therefor, shall be conclusive evidence of the undersigned's liability hereunder.

THAT EACH CORPORATE UNDERSIGNED, if any, warrants that it is financially interested in the execution of said bond and in the litigation in which said bond is given, and that it is fully empowered to obligate itself hereby;

THAT THESE AGREEMENTS shall bind the undersigned and the heirs, personal representatives, successors and assigns thereof jointly and severally and shall inure to the benefit of any co-surety or re-insurer of the Company on said bond.

SIGNED and SEALED this 1st 20th day of October, 1948
 (If a corporation, sign corporate name, by an authorized officer;
 if a partnership, each member of firm shall affix signature below firm's name.)

WITNESS:

Otto Degener (SEAL)
Otto Degener (SEAL)
 (SEAL)

(Corporate Seal)

By.....

IMPORTANT

Separate financial statement must be procured from each applicant and each indemnitor. (General form 200 may be used for this purpose. If application is signed by corporation, an independent copy of resolution similar to that contained in General form 199 must be attached. Detailed financial statement may be waived if amount of bond is \$2500 or less.

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the mutual promises herein contained, we, the undersigned, agree to share all litigation expenses in connection with the stockholders' suit brought against Eric de Bisschop, William Scholtz, Harry Brooks and Cheng Ho Trading & Exploring Co., Ltd., in proportion to our individual stockholdings in said Cheng Ho Trading & Exploring Co., Ltd., as indicated below.

IN WITNESS WHEREOF the parties hereto have executed these presents this 20th day of October, 1948.

	<u>No. of Shares</u>
<u>Georges Archer Ceran</u> GEORGES ARCHER CERAN	<u>55</u>
<u>Otto Degener</u> OTTO DEGENER	<u>2</u>
<u>Le Roy K. Peiler</u> LE ROY K. PEILER	<u>7</u>
<u>Emilio Ordóñez</u> EMILIO ORDÓÑEZ	<u>3</u>
<u>Saturnino Malayo</u> SATURNINO MALAYO	<u>1</u>

1938 OCT 19 AM 6 13

AH369

RCF69 NEWYORK NY 24 ORD 19 1016AM VIA RCA

OTTO DEGENER 2236 UNIVERSITYAVE HONOLULU

AUFFMORDT WIRE NINE THOUSAND FIVE HUNDRED THROUGH

IRVING TRUST NEWYORK TO BONDING INSURANCE AGENCY

OCTOBER 18 NOON

IRMA DEGENER

CFN ORD 2236
AUFFMORDT 18

Mackay Radio

ORDINARY MESSAGE
UNLESS MARKED OTHERWISE

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

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

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



Number 4.38
Time 1.10
M M 5.48
Check _____

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

Imma Seeger, 24 East 82 St, New York City
of 9500 dollars not yet deposited at United
States Fidelity Guaranty Company Maiden
Lane New York Cancel and entire sum
immediately to me care Bonding
Insurance Agency Honolulu
Otto

Atto S. ————— to Mr. Harry Bush

TELEPHONE 52556 • 713 BISHOP STREET, HONOLULU, T. H.

Mackay Radio

ORDINARY MESSAGE
UNLESS MARKED OTHERWISE

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

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

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



Number

Time

M M

Check

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

John Degeuer, Park Ave, New York City
\$9500 dollars not yet deposited at
United States Fidelity Guaranty Company
Maiden Lane New York please cancel
and wire sum immediately to me
care Bonding Insurance Agency
Honolulu

Oth

Oth Degeuer To Mr Harry Bush

TELEPHONE 52556 • 713 BISHOP STREET, HONOLULU, T. H.

Mackay Radio

ORDINARY MESSAGE
UNLESS MARKED OTHERWISE

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

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

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



Number _____

Time _____

M M _____

Check _____

TELEPHONE 6031

713 BISHOP STREET
HONOLULU, T. H.

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

OCTOBER 14 1948

NLT

C A AUFFMORDT COMPANY
246 FOURTH AVENUE
NEW YORK CITY

DEPOSIT NOW 9500 DOLLARS WITH UNITED STATES FIDELITY AND GUARANTY COMPANY
AT MAIDEN LANE NEW YORK CITY AS COLLATERAL FOR INJUNCTION BOND

OTTO DEGENER

C
D
P
Y

COPY OF MESSAGE SENT

VIA MACKAY RADIO

AMERICAN CABLE & RADIO CORP'N

OCTOBER 15, 1948

CK 21

LC
RP\$5.00
JUSTINE WILLIERME
PAPEETE, TAHITI

Oct 15 9 09 AM '48

815
182

8.97

CABLE WHAT YOU PAID COMPANY TO CHARTER CHENGHO TUAMOTU
AND RETURN BECAUSE SUIING FOR WAGES

MALAYO

Mackay Radio

ORDINARY MESSAGE
UNLESS MARKED OTHERWISE

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

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

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



Number _____

Time _____

M M _____

Check 32/31

TELEPHONE 6031

713 BISHOP STREET
HONOLULU, T. H.

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

OCT 15 1 29 PM '48

OCTOBER 15 1948

WM DIEBENER
MAGNOLIA DRIVE
HASTINGS NEWYORK

334
313
6.77
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94

267
67
334 40

NO REPLY FROM UNITED STATES FIDELITY AND GUARANTY COMPANY 100 MAIDEN LANE
OF RECEIVING \$10,000 CASH AS I URGENTLY INSTRUCTED AUFMORDT PLEASE DEPOSIT
IMMEDIATELY

OTTO

Mackay Radio

ORDINARY MESSAGE
UNLESS MARKED OTHERWISE

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

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

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



Number _____

Time _____

M M _____

Check _____

TELEPHONE 6031

713 BISHOP STREET
HONOLULU, T. H.

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

HLT

OCTOBER 14 1948

UNITED STATES FIDELITY AND GUARANTY COMPANY
100 MAIDEN LANE
NEW YORK CITY

WHEN YOU RECEIVE DOLLARS 9500 FROM C A AUPTHOEDT COMPANY ACCOUNT
OF OTTO DEGENER CABLE THIS OFFICE IMMEDIATELY THAT YOU HAVE SAME
STOP DO NOT RELEASE ANY PART THEREOF EXCEPT ON AUTHORITY FROM
THIS OFFICE

FIDGUAR
HONOLULU

RCA COMMUNICATIONS, INC.
A SERVICE OF RADIO CORPORATION OF AMERICA
223 SO. KING STREET TELEPHONE 58128



1958 OCT 4 10 10

AH335

PTE42 PAPEETE 19 VIA RCA 4 1400

LC OTTO DEGENER CARE OF ATTORNEY INGMAN HONOLULU

LOCAL AUTHORITIES STATE FRENCH DOCUMENTATION CHENGHO

LEGALLY COPLETED FEES PAID

AMCONSUL.

CFM LC.

TELEPHONED

Time 9:43 OCT 4
Number 214
By AM 8 52



RCA COMMUNICATIONS, INC.
A SERVICE OF RADIO CORPORATION OF AMERICA
223 SO. KING STREET TELEPHONE 58128



RCA COMMUNICATIONS, INC.
A SERVICE OF RADIO CORPORATION OF AMERICA
223 SO. KING STREET

According to Experts' surveys, Cheng Ho in 8 months under Capt. de B. deteriorated about \$15,000 due to "stripping."

To _____ Date Sept. 22, 1948

1. Identification and General Information

Name of Vessel Cheng Ho Former Name none
 Owner Cheng Ho Trading Co. Address 158 Dowsett Avenue
 Cert. of Award or Doc. No. French Registr Rig JUNK Aux. 2 Gray Diesels
 L.O.A. 99 L.W.L. 90 Beam 24' Draft 9
 Net Tonnage _____ Gross Tonnage _____ Disp. _____
 Built By Ah King at Hong Kong Year 1939
 Cost Orig. \$ 4,700.00
 Sale Price \$ _____ Year _____ Asking Price \$ _____
 Present Insurance (Amount): Hull \$ _____ P&I \$ _____ Other \$ _____

2. Construction

Hull: Planking Yacal 2 1/2" to 3" Frames Yacal Centers 24"
 Fastenings galvanized Deck teak House teak
 Ballast lead Cabins 6 Toilet 1
 Bunks 12 Galley AGA stove, large ice box
 Hull Ventilation o.k.
 General Condition structurally o.k., gear and interior in poor shape
 Rig: Standing Rigging fair Masts 3 (1 bad) Booms 3 o.k.

3. Equipment (Any additional inventory to be attached)

Sails: No. 3 Made By Navy Year _____ Condition fair to poor
 Aux: Make Gray H.P. _____ Year _____ Type _____ Condition _____
 Tanks: Fuel: No. 7 Constr. galv. 3/8" Gals. 4000 Location _____
 Water: No. _____ Constr. galv. 3/8" Gals. 2000 Location _____
 Propeller 38 x 36 Shafts 3" Struts _____ Zincs _____
 Lighting Equip. main engine Voltage 120 No. Batteries 18
 Wiring Marine General Condition good
 Nav. Equip. compass
 Deck Equip. complete, 2 anchors, winch
 Dinghy & Boats no
 Fire Protection CO² system and hand

4. Condition and Defects (Specify) 1 engine bilge pump, 1 gas auxiliary, 1 hand pump.

Fire Hazards on deck - gas storage
 Engine Overhauled Sept. '48 Last Drydocked 9/4/47

5. Valuation

	Replacement	Present
Hull	\$ 57,000	\$ 4,000
Rigs & Sails	15,000	1,000
Machinery	15,000	3,000
Equipment	13,000	1,200
Total	\$ 100,000 (built in China)	\$ 9,200
	Less Cost of Essential Repairs	dependent on trade
	Appraised Value	\$ 9,200
		(Hawaiian waters - \$9,200.00)

6. Recommendations & Special Notes

Highest & Best Use house boat or South Seas cargo carrier, Tahiti (value unknown)
 Suitability & Adaptability to Other Uses possible conversion to other use.

CHILD'S MARINE, LTD.

By: John F. Child, Jr.
 Surveyor - John F. Child, Jr.

Note: In arriving at replacement cost, it is to be noted that the vessel is badly stripped and the estimate is for replacing her finished similar to her present condition. If complete as originally finished, replacement cost would be \$185,000.00.

FINANCE SURVEY OF SAILING VESSELS
CHILD'S MARINE, LTD.

To Winston C. Ingman Date Sept. 22, 1948

1. Identification and General Information

Name of Vessel Cheng Ho Former Name none
Owner Cheng Ho Trading Co. Address 158 Dowsett Avenue
Cert. of Award or Doc. No. French Registry Rig JUNK Aux. 2 Gray Diesels
L.C.A. 99 L.W.L. 90 Beam 24' Draft 9
Net Tonnage _____ Gross Tonnage _____ Disp. _____
Built By Ah King at Hong Kong Year 1939
Cost Orig. \$ 4,700.00
Sale Price \$ _____ Year _____ Asking Price \$ _____
Present Insurance (Amount): Hull \$ _____ P&I \$ _____ Other \$ _____

2. Construction

Hull: Planking Yacal 2 1/2" to 3" Frames Yacal Centers 24"
Fastenings galvanized Deck teak House teak
Ballast lead Cabins 6 Toilet 1
Bunks 12 Galley Agas stove, large ice box
Hull Ventilation O.K.
General Condition structurally O.K., gear and interior in poor shape
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3. Equipment (Any additional inventory to be attached)

Sails: No. 3 Made By Navy Year _____ Condition fair to poor
Aux: Make Gray H.P. _____ Year _____ Type _____ Condition _____
Tanks: Fuel: No. 7 Constr. galv. 3/8" Gals. 4000 Location _____
Water: No. _____ Constr. galv. 3/8" Gals. 2000 Location _____
Propeller 38 x 36 Shafts 3" Struts _____ Zincs _____
Lighting Equip. main engine Voltage 120 No. Batteries 18
Wiring Marine General Condition good
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Deck Equip. complete, 2 anchors, winch
Dinghy & Boats no
Fire Protection CO² system and hand

4. Condition and Defects (Specify) 1 engine bilge pump, 1 gas auxiliary, 1 hand pump.

Fire Hazards on deck - gas storage
Engine Overhauled Sept. '48 Last Drydocked 9/4/47

5. Valuation

	<u>Replacement</u>	<u>Present</u>
Hull	\$ <u>57,000</u>	\$ <u>4,000</u>
Rigs & Sails	<u>15,000</u>	<u>1,000</u>
Machinery	<u>15,000</u>	<u>3,000</u>
Equipment	<u>13,000</u>	<u>1,200</u>
Total	\$ <u>100,000 (built in China)</u>	\$ <u>9,200</u>
	Less Cost of Essential Repairs	<u>dependent on trade</u>
	Appraised Value	\$ <u>9,200</u>
		(Hawaiian waters - \$9,200.00)

6. Recommendations & Special Notes

Highest & Best Use house boat or South Seas cargo carrier, Tahiti (value unknown)
Suitability & Adaptability to Other Uses possible conversion to other use.

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By: John F. Child, Jr.
Surveyor - John F. Child, Jr.

Note: In arriving at replacement cost, it is to be noted that the vessel is badly stripped and the estimate is for replacing her finished similar to her present condition. If complete as originally finished, replacement cost would be \$185,000.00.

BOAT SURVEY

(Confidential)

NAME "CHENG HO" Official Number 32 A 361
 One of the OWNER ^{hus} ERIC de BISSCHOP Address 188 DOWSETT AVENUE
 Speed 8 KNOTS
 Year built 1939 at HONGKONG Dimensions 99' x 24' x 8'
 Trade ISLAND TRADING Replacement Cost \$250,000.00
 Market Value \$ 75,000.00

HULL

Material "Teak" thickness planking 2" size frames 2-3"x7" spacing 24"
 Last DD 9/4/1947 No. bilge pumps 2 No. fire pumps 2 - combination Bilge & Fire
 No. fire extinguishers 3-100/ CC Cylinder fixed piping system Engine Room

ENGINES

2 Make Gray fuel Diesel HP 225 ca. location amidship separate compartment Yes
 No. Carburetors 2 backfire protection - ignition - enclosed base Yes
 Size main tanks each 8-1100 gal. 1.5m. aft Eng. room 75 Gal. Day Tank Gravity - 3" tubing
 Fuel oil tanks tight Yes Proper cut off valves in all piping At tanks
 Main tank ventilation Through deck Auxiliary tank ventilation Through deck
 Air pressure - Tank construction Steel
 Location exhaust Through Stern clear woodwork Yes - wet exhaust
 Auxiliaries 1 - 4 Cy. Continental fuel gas tank location on engine
 Electric wiring Load and armored cable lamp bases Edison location batteries 18-6V-B.Baty

MISCELLANEOUS

Galley location Forward eng. 110V Elec. Hot Plate & Charcoal range stove flue protected No flue
 Anchors (2) 500# - 500# 5" Anchor on Capstan rope Various
 Fire protection 2 1/2 gallon approved location Yes Certificate
 Size shafting 2 1/2" survey held afloat or on dock On dock and afloat
 Bilges clean Yes Is vessel apparently well maintained? Yes

RECOMMENDATIONS - Remarks:

Engine Room insulated with 1 1/2" fibre glass board. 200 lined feet of new 2"x10" clear BW Pine plank- ing installed. Vessel was last drydocked, first of Sept., 1947. All seams to 1' above water line caulked by Inter-Island Dry Dock Co. Seams above 1' line caulked and/or sealed by ship's crew. This surveyor believes that traverse bulkheads should be installed, 1 or 2 at least, as the vessel now has none. Vessel is sound and well fitted out and is suited for trade in which she is to be operated. Vessel is of a modified Junk design. Mostly constructed of teak wood and heavy construction. Vessel has 2 - 30" feathered propellers. Her shafts, rudders, and propellers, are in excellent condition.

Date Sept. 26, 1947

COPY

GEORGE E. WHITMAN;

Surveyor

(OVER)

318 Billingham Building,
Honolulu, T. H.

(5-103) DEGENER, OTTO vs. Cheng Ho
Trading Company, Ltd.

MALAYO, SATURNINO

2-2 CHENG HO TRADING AND EXPLORING
CO., LTD.

Ingram
files to be returned

MR. DEGENER

emergency number HARRY BUSH 95148

2234 University Ave.

AFFILIATED
 WITH
 MACHINERY, CHEMICAL
 & SUPPLY CO., LTD.
 848 S. BERETANIA STREET
 HONOLULU, T. H.
 MID-PACIFIC SOAP
 & SUPPLY COMPANY
 848 S. BERETANIA STREET
 HONOLULU, T. H.
 LAUNDRY SUPPLY
 COMPANY, LTD.
 848 S. BERETANIA STREET
 HONOLULU, T. H.
 HAWAIIAN CHEMICAL
 INDUSTRIES, LTD.
 HONOLULU, T. H.
 SOUTH SEAS, INC.
 124 PUUHALE ROAD
 HONOLULU, T. H.
 PACIFIC AGENCIES, INC.
 333 MONTGOMERY STREET
 SAN FRANCISCO, CALIF.

Cheng Ho Trading and Exploring Company, Ltd. ②

purpose of the projected company is the exploitation, trans-
 sale of selected sea ^{and other} products. This requires the use of
 equipped vessel. Though the one available is now not in
 condition, she is admirably adapted for furthering the in-
 company.

selected is the "Cheng Ho", a sturdy Chinese junk-yacht
 yackal and camphor woods at great expense for scientific
 the Pacific in which field she won universal renown before

the war. Her actual owner, Otto Degener, a professional botanist and
 member of the Second Cheng Ho Scientific Expedition, is vitally interest-
 ed in the new company and ^{is offering his vessel} for the modest sum of \$ 5,000 dollars in shares
 on the following conditions:

1. That ^{his heirs or assigns} he be allowed, after five years of operation, if he wishes to
 do so, to reacquire his boat with the installed improvements for the
 sum of \$ 20,000. ^{provided it be used other than for}
^{commercial fishing or trading.}
2. That some of her cabins and facilities be preserved in order to
 permit, when the opportunity arises and without interfering too much
 with the commercial operations, the transportation to and from some
 island of some of his friends or other scientists, these to be charged
 pro-rata for food only by the company, any other charges such as for
 expert advice, equipment, transportation etc., being made between the
 guest and Otto Degener not as an officer of the company but as a pri-
 vate individual to his personal financial gain.

The cost of the most necessary repairs have been estimated at ²⁰\$15,000.

This figure is so very low because of the active collaboration of the
 share-holders in their different specialized fields (such as fishing,
 engineering and navigation) and likewise the possibility of acquiring
 most of the material needed on the "Surplus" market.

by the company

PROJECT: "The Cheng Ho Trading and Exploring Company, Ltd." (2)

The main ~~purpose~~ ^{and other} of the projected company is the exploitation, transportation and sale of selected sea products. This requires the use of an especially equipped vessel. Though the one available is now not in a seaworthy condition, she is admirably adapted for furthering the interests of the company.

VESSEL:

The vessel selected is the "Cheng Ho", a sturdy Chinese junk-yacht built of teak, yackal and camphor woods at great expense for scientific research in the Pacific in which field she won universal renown before the war. Her actual owner, Otto Degener, a professional botanist and member of the Second Cheng Ho Scientific Expedition, is vitally interested in the new company and ^{is offering his vessel} for the modest sum of \$ 5,000 dollars in shares on the following conditions:

1. That he ^{, his heirs or assigns} be allowed, after five years of operation, if he wishes to do so, to reacquire

his boat with the installed improvements for the sum of \$ 20,000. *provided it be used other than for commercial fishing or trading.*

2. That some of her cabins and facilities be preserved in order to permit, when the opportunity arises and without interfering too much with the commercial operations, the transportation to and from some island of some of his friends or other scientists, these to be charged pro-rata for food only by the company, any other charges such as ~~for~~ expert advice, equipment, transportation etc., being made between the guest and Otto Degener not as an officer of the company but as a private individual to his personal financial gain.

The cost of the most necessary repairs have been estimated at ²⁰ \$15,000.

This figure is so very low because of the active collaboration of the share-holders in their different specialized fields (such as fishing, engineering and navigation) and likewise the possibility of acquiring most of the material needed on the "Surplus" market.

by the company

CAPITAL REQUIRED:

It is proposed that the company be formed with a capitalization of \$30,000, as follows:

\$10,000 - - - - - \$ 5,000 payable in shares to Otto Degener for his "apport" of the Cheng Ho in her present condition.

\$ 5,000 payable in shares to be distributed among certain promoters of the company in recognition of their expert advice or work used to but the Cheng Ho in seaworthy ~~xxx~~ shape.

\$ 20,000 (in cash) - - - - - This sum is to be brought into the company entirely by Otto Degener and Eric deBisschop (in behalf of Mrs. Constable), they agree in to let William Scholtz and Jack Das acquire some of the shares if such is their wish.

It is agreed that none of the shareholders can dispose of their shares at any time without giving to the other shareholders the priority to purchase them; also that the shares represented by "apport" remain the property of the company (with the exception of the \$ 5,000 allowed Otto Degener).

It is agreed that the apport in cash be guaranteed through a mortgage on the boat on the basis of a five year amortization.

It is agreed that the company purchase ~~XXXXXX~~ to the benefit of Otto Degener to the amount of \$20,000 fire insurance involving the welfare of the Cheng Ho. *and other*

MAIN ACTIVITIES AND OPERATIONS:

These concern the exploitation of some neglected sea products. The location of the fishing grounds to be exploited are, from a maritime point of view alone, perfectly suited to the economic use of the Cheng Ho. The choice of the principal sea products to be exploited is equally well planned to give revenue, for the time being at least, without incurring any serious competition. *and without* It will give us the enormous advantage of going into business without the enormous expense of installing quick freezing and cold storage equipment.

LOBSTER: According to official fishermen's declarations Before the war it was estimated that the yearly catch by professional fishermen of lobster in Hawaiian waters was 35,000 pounds.

Another 30,000 pounds were caught by non-professionals, according to Territorial officials, and therefore not declared. The same authorities before the war estimate that the Honolulu market could absorb from three to four times as many lobster as the 65,000 pounds ordinarily available. This is a goal that certainly cannot be reached locally because Hawaiian waters have always been relatively poor in lobsters and are becoming progressively so. With the increase in population due to tourists and otherwise since the years those estimates were made, it is not exaggerated to foresee a local market for about 200,000 pounds of lobster or a surplus of 4 - 5 tons monthly. Since the lobster will be caught in foreign waters, no closed season applies to the company's operations. As the lobster must be sold ALIVE, its only practicable and economical means of transportation is in especially cloisoned boat in direct communication with the sea. For this purpose a "tank" will be constructed in the Cheng Ho having a capacity of about 30 cubic meters or enough to allow a maximum transportation of 5 tons of fresh, live lobsters.

DRIED FISH: The fishing grounds to be exploited are very rich, with catching easy and the supply practically inexhaustible. The reason for ~~ignoring~~ ~~ignoring~~ the fresh frozen fish business is that Honolulu will most likely have more and more modern equipped fishing boats with long cruising ranges stopping here, competition will increase with expectation of flooded markets. As a result the small boats operating in Hawaiian waters will greatly suffer, and even the large ones with costly freezing apparatus and equipment will have greatly decreased profits, with the cannery concerns reaping much of it. The dried fish industry, on the other hand, will be constant because we shall cater in the Territory to an important element of the population, mainly Filipino, who have acquired a ~~strong~~ taste for dried fish in preference to fresh. Furthermore, especially packed for "export", our dried fish

can reach urban centers in the States readily and at small cost.

TUEPANG: Its exploitation, though an ancient and profitable one in the West Pacific, has practically never been touched in the East Pacific. The fishing grounds of the West are partly depleted in strong contrast to those of the East, where the supply is almost inexhaustible. A small deluxe market exists in Honolulu and in America wherever a colony of Chinese occurs, but the main demand for this delicacy will be China itself.

ORGANIZATION AND GENERAL MANAGEMENT:

Under a General Manager will function two main organizations: the "Fisherman Organization" and the "Transport Organization."

The gross income resulting from the disposal of the sea products ~~XXXX~~ ~~XXXXXXXXXX~~ will be distributed as follows:

35 % for the "Fisherman Group".

35 % for the "Transport Group".

20 % for General Expenses.

5 % for shareholders.

5 % for Reserve.

A statement regarding the disposition of the sea products shall be made after each trip and before each new sailing of the Cheng Ho, the money collected shall be distributed according to the agreed percentages, and the estimated value of the products remaining to be sold shall be credited to each Group according to the agreed percentages (~~XXXXXXXXXX~~ this value being subject to readjustment after its final disposition.)

Each Group must keep its own books of accounting and must be responsible ^{id} for the diving of its own percentages of profit according to agreement. The Fishermen Group will be required to have at least 6 men working on the fishing grounds, which is the minimum number required for the Cheng Ho's sailing from port.

To simplify book keeping of the company, each man employed must make his own tax declaration. Likewise he must pay for his own accident and

death insurance and absolve the company of any claims whatsoever.

CONSERVATIVE ESTIMATE OF POSSIBLE REVENUE:

ACTUAL PRICES

	Wholesale	Retail
LOBSTER		
DRIED FISH		
TREPANG		

The trip to the fishing grounds requires a maximum of seven days. One trip per month only will give the crew of the Cheng Ho at least one week on the fishing grounds (where they will help the fishing crew) and one week in Honolulu. It is no exaggeration to estimate that in one month's time, 3 tons of lobster will be collected and put in the reserve

RETURN RECEIPT

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

1. Jack Robinson
(Signature or name of addresser)

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

Date of delivery Nov 4, 1947

U. S. GOVERNMENT PRINTING OFFICE 16-13473

Die Dorsch, Waiselun, Oehm.
50, 1947.

probably consider me quite a soon-
wester to invest their \$10,000
to start the Company with them.
Confidential enquiry about the
four Watkins, whose sister David
discuss various phases of the
believe them all now, but I do
gradually accumulate like the
insure the true picture.

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

RECEIPT FOR REGISTERED ARTICLE No. 320

Fee paid. 1 class postage paid. 11-1 19 49
 Declared value, \$ _____ Surcharge paid, \$ _____
 From C. K. Kuper (Sender)
 Addressed to Mrs. K. K. Kuper (Post office and State)
 (Street and number) (Post office and State)
 Accepting employee will place initials in space below, indicating restricted delivery
 Return receipt fee _____ Special delivery fee _____
 Delivery restricted to addressee _____ or order _____
 Fee paid _____ Postmaster, per _____
 16-12008



Mohuleia Beach, Waialua, Oahu.
Oct. 30, 1947.

My dear Mrs. Robinson:

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

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

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

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

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

With the Captain pleading poverty, I paid a total of \$1,000 for repair work and for wages for the crew. Because the Company was earning nothing, I accepted shares in return. Thus I had 66 shares in all on my certificate,

actually 16 more than I wanted as I favor scattering my investments. I further lent money to the Company whenever emergencies arose, receiving I.O.U.s. in return. I shall continue this discussion of I.O.U.s., later. The Captain, who professes to be a Communist, frequently sneered about my being a Capitalist before the crew. This was not a wise or just policy as Mr. Scholtz, for example, would complain about needing cash to buy milk for his children while I, with funds at hand, withheld them. Mr. S. never realized it seems that the Captain owed the Company an additional investment of \$4,500 to meet his \$10,000 promise.

I furnished dribbets of cash from time to time and on Sept. I lent the Company \$1,000 in cash. This helped little, and grumbling continued. Capt. deB. gave no estimates of what funds we needed to get to Tahiti, the sum for food for example being \$600. I thought I would finally "buy" myself a little peace and Sept. 15 lent the Company another \$3,000. In addition, I had lent Emilio Ordones about \$500 for the purchase of shares; and Leroy Peiler about \$700 for the purchase of shares. This does not appear on the books as coming from me, though actually it was just that much subsidizing of the Company by me. As late as Oct. 14 I sent the Company a cheque for \$200 in behalf of Mr. Peiler for the payment of shares. I hope this sum has been duly recorded in the BLACK stock record book.

The very same day that I lent the Company the \$3,000, Mr. Scholtz raised the estimate for food for the Tahiti trip from \$600 to \$1,000! And that very same day Mr. McPherson, our efficient business agent, told me that he needed a down-payment of 10% (or \$2,000) for the \$20,000 worth of cargo he planned getting from Stewart's Pharmacy. As late as Oct. 15, without knowing you were coming to rescue the Company financially, I lent Mr. McPherson \$1,000 to help the Company along. I did this, on condition that it be kept confidential, for the sake of the presently angry and misguided crew and especially for the sake of my two former proteges Ordones and Peiler.

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

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

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

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

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

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

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

In order to have sufficient shares to pay the crew (and officers I include with crew), we decided to increase our shares from the original 135 to 200. Hughes & Ingman had actually drawn the papers. In spite of this decision and my being Sec.-Treas. of the Company, Capt. deB. borrowed the books of the Company, including the BLACK Stock Record and Minutes of the Company Meetings book. This I repeatedly asked him to return to me - the accountant Tokunaga also wished the books - but one or another excuse was given me to prevent their return!

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

4

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

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

I had made the \$ 15,000 - 5 year option agreement an original and important part of the Company so that in case any difficulties should ever arise, I could start afresh. I considered that this time had certainly come. I had 66 shares. Mrs. Constable had the option to purchase them at book value. I had early consulted with Mr. Whitaker, the insurance surveyor, who estimated the book value of the Cheng Ho (which just about coincides with that of our Company) at at least \$ 30,000. I held 66 shares out of the 125; or practically half of all the shares issued at that time. The actual sum I was entitled to get was just about \$ 15,000. Instead I let Mrs. Constable have the 66 shares, at 125, or for \$ 8,600. This is actually a discount of 50%. It was a gift of \$ 8,400 to the deB. interests. I see now it is useless to be decent or lenient to some people.

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

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

Trying to settle this bill for my services as Sec.-Treas., from June 6 to Oct. 15 induces me to suspect that the Company's new attorneys don't seem to have been given the confidence I should think attorneys deserve. It seems to me that some liabilities of our Company have been ignored, liabilities amounting to several thousand dollars. Yesterday I dropped in at Heon & Kai's office where I chatted with attorney Stevenson - perhaps I am mispolling his name.

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

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

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

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

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

Sincerely,

Mokuleia Beach, Waialua, Oahu.
Dec. 19, 1947.

Dear Mrs. Robinson:

I have given myself a little welcome vacation from the Cheng Ho imbroglio. Now I feel I should try to clear up some matters so that, upon the Cheng Ho's return, you can verify these matters before the vessel leaves Honolulu again. Having been Capt. deBisschop's confidant in the early months of the Company's forming and knowing his mental reactions, I feel you can hardly get a fair opinion from him. But if you would simply ask a few pertinent questions of the crew members - I consider all of them truthful and straightforward - you will undoubtedly learn the unbiased truth if he has not turned them against you as he has against me. They are men of action who will reply without any mental reservations coloring their answers. Four years from now I will be ready to form a new company around the Cheng Ho with these same men, if they wish it. The only person whom I would exclude is Capt deBisschop if he retains the present attitude incorrigibly. A little careful hunting would unearth a substitute in Tahiti, Honolulu, or elsewhere. By that time English, Das or some others might be capable for a captaincy.

I wrote you before that each one of us was to get one share and \$ 150 cash per month for our labor. This included the crew, the Capt in and me. When I left for Mokuleia July 1, I voluntarily reduced my salary by half.

When Capt. deB., myself and others met for the last time at Attorney Ingman to arrange for the selling of my 66 shares to Mrs. Constable, we knew definitely from I.O.U.s., I held that the Company owed me a little over \$ 4,000 - the precise figure is in the contract now at Ingman's. We did not know, however, how much more the Company owed me due to my cash plus share salary accumulation, admitting that our Accountant Michael Tokunaga would establish the correct sum upon balancing the Company's books. I then suggested, and it was agreeable to the others, that I then bill the Company for the additional amount. Later when I went to Mr. Tokunaga I realized I had apparently been tricked, as the Captain had not only not turned the Company books over to him for study but had actually taken all the records away!

With the books spirited away unfairly, I have figured the amount of the bill myself and submitted it to the Company a month or so ago. You must have it on file. Trying to beloud the matter, Capt. deB. on Nov. 2 wrote me that I should remove goods from the Cheng Ho that I had bought and "intended to trade in Tahiti (shoes, razor blades, condensed milk etc.)." It is common knowledge to every one connected with the Cheng Ho that I never intended going to Tahiti on the first trip. I lack equipment at present for a collecting trip, must get my local affairs after a long sojourn in the States in order, and planned going only after I had gotten a botanist-companion to accompany me. A botanical collecting trip requires considerable preparation. This easily verified fact is proof that the goods aboard were not for me personally to trade in Tahiti; I certainly would not have purchased them and had them loaded aboard to be carried back and forth between Honolulu & Papeete for half a dozen trips before I would be ready for my Tahiti voyage! The crew knows the truth. I did not bother answering De.Bisschop's insincere letter.

The reason why these goods are aboard the Cheng Ho is for a very good and entirely different reason, which deB., evidently conveniently forgot

to explain to you: My original high confidence in Capt. deB. (excepting as a likeable, sociable and successful adventurer who had married into a decent local family of moderate means) had gradually deteriorated from month to month. Capt. deB., from early days, told grow and everyone that he considered that share holders did not deserve to profit much from the business - capital to this penniless communist is of little importance - but that the people aboard the Cheng Ho deserved the lion's share. The lowest pay was to be \$ 250 per month. Furthermore, he planned to give himself and the crew additionally "bonuses", depending on the Company's earnings after each round trip. I could see that in this way he could pay himself and crew just about all the profits of the voyage and leave no cash at all for dividends for a major shareholder like me and for minor shareholders like Peiler and Ordonez. In fact, he could even pay himself and crew to such an extent as to force the Company into bankruptcy. I protested but could not get him to have Ingram draw up a contract that each member of the crew, depending upon his rank, should have a reasonable operational wage established over which he could not be paid. I saw no reason that if I, a share-holder, would be kept from getting a fair return in dividends on "my vessel" which really made the Company, why I should pay out more and more of my cash to the Company because the deB., interests did not choose to keep their \$ 10,000 investment promise. For every dollar I put into the Company I was naturally losing interest or dividends from other sources.

Due to my complaint, then, it was agreed - the crew knows about this also - that anyone could purchase goods for the Company, adding 10% immediately to the purchase price as his commission (part of this might very likely be absorbed by trucking or delivery expenses and time), and get I.O.U.s from the Company for eventual payment. Thus I purchased for the Company, with my cash at wholesale, some odds and ends such as about \$100 worth of Borden's milk, perhaps \$15 x 25 worth of shoes (at 50 cents per pair), etc. For about \$20 worth of lighters I was never given an I.O.U.,

The milk, shoes, etc., belong to the Company and not to me, deB. then had the audacity to write me to take these goods off the vessel! He knows they don't belong to me. He knows also I live at the beach 30 miles away and have no car - I turned the cash for the car unfortunately over to the Company when deB., continued to foreclose the Company financially and left me "holding the bag." He apparently is trying to becloud the debt the Company owes me.

I am getting more and more convinced that the Cheng Ho imbroglio is not a case of two sides honestly and sincerely trying to come to a just understanding of the situation. I believe all of us are fair excepting the one-adventurer who started the entire trouble at the beginning and who is in a key position to continue it. As mentioned before, if for your own information and business safety you wish the truth, you can get it by speaking with members of the crew singly, away from the watchful eye of their chief. They are honest and decent people. The truth regarding the \$ 150 cash plus 1 share per month can also be proven, but with some expense, by having the former accountant Tokunaka of the Company and Mr. Hill, accountant of Mr. Gilligan's company, testify. Both are familiar with the Company's books before Capt. deB., keeping some of the facts hidden, showed them to Judge Heen.

I do think it is better for all of us to settle the truth about my little share and cash claim within the next couple of months than to settle it 4 1/2 years hence and then probably be obliged to figure what my dividend share and interest would amount to.

Having been Capt. deB.'s close associate for some months and now knowing

his thought processes pretty well, I shall plan accordingly. The sooner there is a change in captaincy, the sooner will I feel at ease regarding my interests in the Cheng Ho. I shall not soon forget Mr. Gilligan's account how I was to be stabbed in the back by the very man who daily affably shook hands with me, how I am being blamed for the McPherson contract for whose signing I held out for weeks until deB. & Scholtz angrily induced me to give in under protest which I officially made to all the crew present, how (after the Tahitian lady walked over to my place from my neighbor's to ask for passage for herself and infant to Tahiti and I categorically refused) deB. indiscreetly and coolly offered her without my knowledge free passage because he and Scholtz preferred a woman aboard, and now the latest insinuity, if I can believe the statement I just heard:

I am told by a person who has no reason not to be truthful, that when I go on the exploratory trip on the Cheng Ho, as I have the legal right to do yearly, the trip will be sabotaged and spoiled for me and my scientific companion! I see now that any leniency on my part to the Company, if thus dominated by one continuously antagonistic man, is silly on my part. I have learned my lesson, and must not repeat my former errors.

Capt. deB., told me early that if a vessel should get into difficulties, if the crew signs a statement that they judge the vessel must be abandoned, everyone has the right to abandon her. The insurance company must then pay the claim for loss of vessel and cargo. Should the Cheng Ho hit some reef in the Marquesas during the next 4 1/2 years under deB. captaincy - one local newspaper recorded his being shipwrecked a number of times - then the Cheng Ho Company will get the cash from the insurance company and I will have lost my vessel. I feel more at ease with the Cheng Ho uninsured.

You stated over the phone that there were no shares available any more and that therefore, if my claim is correct, none could come to me. If the deB. faction erred in their figuring and original report to you, it is up to the Company to oblige them to return the few shares they are holding in error as these have belonged to me (before you entered the Company) *and earned* at least up to Oct. 15 when I resigned my Secy. Treasurer-ship.

b Will you be in Honolulu again within the next few months to chat over Cheng Ho problems with me, or would Mr. or Mrs. Archer be available? I don't think we need spoil our Christmas thinking about this now.

Sincerely,

W. H. S. Jones

1. Turn over all books & receipts to Jean, Paris within reasonable time.
2. Pay Degener \$4000 + debt plus all expenses etc., of stint.
3. Pay Degener his cash + shares for work on Cheng Ho - ? 2 1/2 shares + \$300?
(precise figure in files)
4. Pay each non-Tahitian veteran worker & stockholder the \$150 cash + 1 share from date of starting up to present time.
5. Pay each Tahitian & Rapaui the wages he has earned up to date + guarantee their return home (may be paid if they wish to relatives in francs held in Bank of Dido-Chinai).
6. Reaffirm Degener contract for one South Sea trip per year with scientist companion & break illegal contract with Tahiti resident that Cheng Ho will not return to Hawaii for 3 years.
7. Guarantee return of vessel at option price to Degener in 1952 in good condition by post bond.
8. Pay Company for room & board for woman friend retained aboard Cheng Ho for 5 weeks.
9. Make log of Cheng Ho available for reading.
10. Pay all bills against Company here and in Tahiti & elsewhere.

11. Call a meeting of share-holders to vote whether or not any man or woman with a criminal record be permitted to be an officer of the Company.
12. Absolve Company of any blame for bringing into Hawaii contraband such as opium as removed by Customs Dept., etc.
13. Turn over evidence of amount of cash in name of Chung Ho Company, in L.P.'s holding Co., etc in Bank of Indo China or elsewhere.

IN THE MATTER OF THE INCORPORATION OF)
CHENG HO TRADING AND EXPLORING CO., LTD.)

ARTICLES OF ASSOCIATION

These articles of association made and entered into this the _____ day of July, 1947, between ERIC DE BISSCHOP, OTTO DEGENER, MATILDA P. CONSTABLE, WILLIAM S. SCHOLTZ, and CONSTANCE P. DE BISSCHOP, residents of the Territory of Hawaii.

WITNESSETH

That the parties hereto, desiring to become incorporated as a joint stock company of limited liability, in accordance with the laws of the Territory of Hawaii, and to obtain the benefits conferred by said laws upon corporations, have made and entered into the following articles of association, the terms whereof it is agreed shall be equally obligatory upon the parties signing this instrument and upon all others who may from time to time hereafter become members of this company.

I

The name of this company shall be "CHENG HO TRADING AND EXPLORING COMPANY, LTD."

II

The location of the principal office of the company shall be in Honolulu, City and County of Honolulu, Territory of Hawaii.

III

The company shall have such offices out of the Territory as may be deemed requisite or necessary by the Directors for transacting the business of the company.

IV

The objects for which this corporation is formed are:

(1) To engage generally, in the sea fishing business for all kinds of fish; lobster, shrimp and other crustaceans; molluscs and other invertebrates; all kinds of algae and other plants found along the littoral or the open ocean; to sell, trade or otherwise dispose of the foregoing in live, frozen, dried or otherwise preserved forms.

(2) To engage generally in the exploring business; to carry passengers; and to conduct scientific research and exploration expeditions.

(3) To engage in and carry on trading and commerce in all ports of the United States of America and its Territorial possessions; in all foreign countries and in the Pacific Ocean areas for the following purposes: to buy, sell, trade, own, lease, rent, and deal generally in ships, boats, canoes, copra, coconut oil, kelp, dried and live fish, molluscs, crustaceans, edible and inedible invertebrates, native products, shells, curios, handicraft, objects of art and of scientific value, goods, wares and merchandise of all kinds and nature without limitation whatsoever.

(4) To transport, carry as cargo, exchange, barter and/or trade, either as principal, agent, factor, distributor, independent contractor or otherwise any and all articles set

out in paragraph (3) above or in anywise relating thereto, to and/or from any and all ports and countries as set out in said paragraph (3).

(5) To engage in a general import and export business, either at wholesale or retail, in any and all articles as set forth in the preceding paragraphs.

(6) To acquire, exchange, buy, sell, lease, hold, own, occupy, mortgage or otherwise deal with, or in, lands, personal property, privileges or franchises.

(7) To acquire, purchase, hold, sell or mortgage the stock or shares of any other corporation or corporations, when in the opinion of a majority of the stockholders of this corporation, the same is or will be for the best interest of this corporation.

(8) To enter into partnership or into any arrangement for sharing profits, union of interest, joint adventure, reciprocal concessions or cooperation with any person or company carrying on, engaged in, or about to carry on or engage in, any business or transaction which the company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as to directly or indirectly benefit this company, and to take or otherwise acquire and hold, sell, reissue or otherwise deal with shares of stock in, or securities, or obligations of, and to subsidize or otherwise assist any such company.

(9) To acquire and carry on all or any part of the business or property and to undertake any liabilities of any person, firm, association or company possessed of property for any of the purposes of this company.

(10) To borrow money and to pledge, mortgage or hypothecate the whole or any part of its property, real and personal or mixed, to secure the payment thereof, and to issue bonds, debentures, debenture stock, preferred stock, or other obligations secured by mortgage, trust deed or other appropriate instrument and to create a sinking fund to secure the redemption of any mortgage, hypothecation or pledge made or executed by it, and the payment of all debts, notes, bonds, debentures, debenture stocks, preferred stocks and other evidence of debt, together with accrued interest thereon, made and issued by it.

(11) To lend money to such persons, firm, association or company, upon such terms, and subject to such conditions as may seem expedient.

(12) To carry out all or any of the foregoing objects as principals or agents, or in partnership or conjunction with any other person, firm, association or company, or by means of any subsidiary or auxiliary company.

(13) To do all such other things as are incidental or conducive to the attainment of the above objects.

(14) Without in any particular limiting any of the objects and powers of the corporation, it is hereby expressly declared and provided that the corporation shall have power to issue bonds and other obligations in payment for property purchased or acquired by it, or for any other object in or about

its business: to mortgage or pledge any stocks, bonds, or other obligations or any property which may be held or acquired by it: to make and perform contracts of any kind and description and in carrying on its business or for the purpose of attaining or furthering any of its objects^{not} to do any and all other acts and things and to exercise any and all other powers which a co-partnership or natural person could do and exercise and which now or hereafter may be authorized by law.

V

The amount of the capital stock of the company shall be Thirteen Thousand Five Hundred Dollars (\$13,500.00) divided into One Hundred Thirty Five (135) shares of the par value of One Hundred Dollars (\$100.00) each: and the company shall have the privilege of subsequent extension of its capital stock from time to time to a sum not to exceed One Hundred Thousand Dollars (\$100,000.00) and issuing new shares of a like par value.

VI

The officers of this company shall be a President, five Vice-Presidents and a Secretary-Treasurer.

VII

There shall be a Board of Directors consisting of not less than three (3) nor more than seven (7) stockholders of which the President and Secretary-Treasurer, shall be ex-officio members and the remaining members shall be elected or appointed in accordance with the provisions of the By-Laws of the company.

All of the officers of the company shall be elected or appointed as the By-Laws shall direct, provided that the officers and Directors of the company who shall serve until their successors are chosen shall be:

ERIC DE BISSCHOP	President
OTTO DEGENER	Secretary-Treasurer
MATILDA P. CONSTABLE	1st Vice-President
WILLIAM S. SCHOLTZ	2nd Vice-President
EMILIO ORDONEZ	3rd Vice-President
FLORENTINO DAS	4th Vice-President
CONSTANCE P. DE BISSCHOP	5th Vice-President

There may also be a Manager and such other officers and agents of the company as its business may require, all of whom shall be appointed by the Directors.

VIII

The corporation hereby organized shall be a body corporate under the laws of the Territory of Hawaii with all the rights, powers and immunities which are now or may hereafter be secured by law to incorporated companies, and shall be subject to all general laws now in force or hereafter to be enacted relating to corporations of like character.

IX

It shall have succession by its corporate name for fifty (50) years from the date hereof and shall have power to:

- (A) Sue and be sued in all courts of proper jurisdiction.
- (B) Make and use a common seal and alter the same at its pleasure.

(C) Make By-Laws not inconsistent with these articles of association or any existing law for the management of its property, the election and removal of its officers, the regulation of its affairs and the transfer and voting of its stock, and

(D) Generally, in the carrying on or any of its business to prosecute the same, either directly or indirectly, and otherwise to do everything necessary, suitable or proper for the accomplishment of any of the objects or powers aforesaid.

X

All of the property of the company shall be liable for the just debts thereof, but no stockholder shall be individually liable beyond the amount that may be due upon the share or shares of stock owned or held by him.

XI

Service of process against the company may be made upon the President or Secretary-Treasurer thereof.

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

Eric de Bisschop, President

Otto Degener, Secretary-Treasurer

Matilda P. Constable, 1st Vice-
President.

William S. Scholts, 2nd Vice-
President.

Constance P. de Bisschop, 5th
Vice-President.

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

On this _____ day of July, A. D., 1947, before
me personally appeared ERIC DE BISSCHOP, OTTO DEGENER, MATILDA
P. CONSTABLE, WILLIAM S. SCHOLTZ and CONSTANCE P. DE BISSCHOP,
to me known to be the persons described in and who executed
the foregoing instrument, and they severally acknowledge that
they executed the same as their free act and deed.

Notary Public, First Judicial Circuit
Territory of Hawaii.

My Commission expires June 30, 1949.

IN THE MATTER OF THE INCORPORATION OF)
CHENG HO TRADING AND EXPLORING CO., LTD.)

AFFIDAVIT OF

ERIC DE BISSCHOP, MATILDA P. CONSTABLE AND OTTO DEGENER

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

ERIC DE BISSCHOP, MATILDA P. CONSTABLE, and OTTO DEGENER,
being severally duly sworn, on oath, depose and say:

That the said ERIC DE BISSCHOP is the President, the
said MATILDA P. CONSTABLE, is the First Vice President, and the said
OTTO DEGENER, is the Secretary-Treasurer of CHENG HO TRADING AND
EXPLORING CO., LTD., a joint stock Company seeking to be incorporated
under the laws of the Territory of Hawaii; that the capital stock of
said Corporation is THIRTEEN THOUSAND FIVE HUNDRED DOLLARS (\$13,500.00)
divided into One Hundred Thirty Five (135) Shares of the par value of
One Hundred Dollars (\$100.00) each, and providing that the capital
stock may subsequently be extended not to exceed One Hundred Thousand
Dollars (\$100,000.00); that the names of the subscribers for shares
and the amounts paid in are as follows:

<u>Subscribers</u>	<u>Number of Shares Subscribed for:</u>	<u>Amount Paid in</u>	<u>How Paid</u>
Otto Degener	88	\$1,500.00 5,000.00	cash property
Matilda P. Constable	52	5,200.00	cash
Leroy Peiler	7	none	to be paid in cash

<u>Subscribers</u>	<u>Number of Shares Subscribed for:</u>	<u>Amount Paid in</u>	<u>How Paid</u>
Emilio Ordonez	5	none	to be paid in cash
Florentino Das	1	100.00	services rendered
Saturnino Malayo	1	100.00	services rendered
William S. Scholts	1	100.00	services rendered
Eric de Bisschop	1	100.00	cash
Constance P. de Bisschop	1	100.00	cash
	<u>100</u>	<u>\$12,300.00</u>	

ERIC DE BISSCHOP, PRESIDENT

MATILDA F. COMSTABLE, FIRST
VICE PRESIDENT

OTTO ENGELER, SECRETARY-TREASURER

Subscribed and sworn to before me
this 7th day of July, 1947.

Notary Public, First Judicial Circuit,
Territory of Hawaii.

My Commission expires June 30, 1949.

STOCK OPTION CONTRACT

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

WITNESSETH

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

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

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

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

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

OTTO DEGENER

MATILDA CONSTABLE

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

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

Notary Public, First Judicial Circuit
Territory of Hawaii.

My Commission expires June 30, 1949.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That I, MATILDA P. CONSTABLE, of the City and County of Honolulu, Territory of Hawaii, for and in consideration of the sum of SIX THOUSAND SEVEN HUNDRED DOLLARS (\$6,700.00), lawful money of the United States of America, as evidenced by promissory note of even date herewith signed by ERIC DE BISSCHOP, of the City and County of Honolulu aforesaid, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey unto said ERIC DE BISSCHOP, all my right, title and interest in and to my Sixty-Seven (67) shares of stock of Cheng Ho Trading and Exploring Co., Ltd., represented by Certificate No. _____.

TO HAVE AND TO HOLD the same unto the said ERIC DE BISSCHOP, his heirs, executors, administrators and assigns, forever.

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

MATILDA P. CONSTABLE

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That I, MATILDA P. CONSTABLE, of the City and County of Honolulu, Territory of Hawaii, for and in consideration of the sum of SIX THOUSAND SEVEN HUNDRED DOLLARS (\$6,700.00), lawful money of the United States of America, as evidenced by promissory note of even date herewith signed by ERIC DE BISSCHOP, of the City and County of Honolulu aforesaid, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, transfer and convey unto said ERIC DE BISSCHOP, all my right, title and interest in and to my Sixty-Seven (67) shares of stock of Cheng Ho Trading and Exploring Co., Ltd., represented by Certificate No. _____.

TO HAVE AND TO HOLD the same unto the said ERIC DE BISSCHOP, his heirs, executors, administrators and assigns, forever.

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

MATILDA P. CONSTABLE

Honolulu, Hawaii, _____, 19____

after date, for value received, _____

promise to pay to

BANK OF HAWAII

or order, at its office in said Honolulu.

DOLLARS (\$ _____)

with interest thereon from _____ until fully paid, at _____ % per annum net above taxes payable.

* It is also conditioned that monthly installments shall be paid in sums of not less than \$ 1000 each, on the 23 day of August, 1947, and on the same date in each and every month thereafter, to be applied

Principal and interest payable in U. S. Legal Tender. In case of default in any payment of interest or principal the entire debt shall immediately become due and payable at the option of the holder hereof. If this note is not paid when due and is placed in the hands of an attorney for collection, or if suit is brought hereon, the undersigned shall also pay, in either case, the costs of collection including a reasonable attorney's fee.

SECURED BY

Collateral	
Mortgage	

F 328

October 15, 1947

Cheng Ho Trading and Exploring Co., Ltd.
Honolulu, T. H.

Drawing two Bills of Sale
Drawing two promissory notes
Drawing one resolution
and Consultation-----\$75.00

PR

Honolulu T. H.
158 Dowsett Ave.
Oct. 6, 1947

Mr. Otto Degener
Mokenia Beach
Waialua
~~Honolulu~~ T. H.

Dear Mr. Degener

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

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

Matilda P. Constable.



OFFICE OF THE COMMISSIONER

ADDRESS REPLY TO
COMMISSIONER OF CUSTOMS

IN REPLY REFER TO

3-7079

TREASURY DEPARTMENT

BUREAU OF CUSTOMS

WASHINGTON 25

OCT 3 1947

Messrs. Hughes and Ingman
Attorneys at Law
423 S. M. Damon Building
Honolulu 1, Hawaii

Gentlemen:

Reference is made to your letter of September 22, 1947, regarding the documentation and use of the foreign-built yacht CHENG HO which is owned by the Cheng Ho Trading and Exploring Co., Ltd.

You state that the registration of the vessel has been delayed pending a ruling by the Bureau to the collector of customs at your port upon its right to documentation as a vessel of the United States and request early action.

The Bureau is glad to advise that the collector at Honolulu was advised with regard to the documentation and use of this vessel by letter dated September 22, 1947. You have no doubt been acquainted by this time with the Bureau's ruling.

Very truly yours,

HENRY E. SWEET

Assistant Deputy Commissioner

*Mrs De Bischoff advised
10-20-47. Ruling
was adverse.
File.*

FOR DEFENSE



Oct. 1, 1947

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

-----\$25.00

RESOLUTION

Resolved that the President and Secretary-Treasurer of this corporation are authorized to issue the promissory note of the corporation in the sum of \$ 4,353.87 to OTTO DEGENER, for moneys advanced to the corporation by him, said sum of \$ 4,353.87 to be paid in monthly installments of \$100.00 commencing January 1, 1948 until paid, together with interest of five per cent (5%) per annum on the unpaid balance.

Certification

We, the President and Secretary-Treasurer respectively of the Cheng Ho Trading and Exploring Co., Ltd. certify that the foregoing resolution was passed at a meeting of the Board of Directors of the corporation duly called and held on the _____ day of October, 1947.

President

Secretary-Treasurer

Trade And Travel

Cheng Ho Leaves Soon on Trading Mission to Tahiti

She was built in Hong Kong. She cruised the South Seas for many months on a voyage dedicated to science. She went through World War II in navy service. Now the once-palatial junk-type yacht Cheng Ho is about to enter still another phase of her career.

The tri-color flag of France is to be hoisted above her decks, and she is expected to leave some time during the next week for Tahiti. It will be her first voyage under operation by the recently-organized Cheng Ho Trading & Exploring Co., Ltd.

OTTO DEGENER, who sailed as guest botanist aboard the *Cheng Ho* in Filijian waters before the war, announced yesterday that he has resigned his position as secretary-treasurer in the new company "now that it is launched" and has sold his shares of stock to his former partner, Capt. Eric deBisschop. The latter at one time was French consul in Honolulu.

Although he is no longer connected with the trading part of the company, Mr. Degener said, he retains his right to engage in one exploratory expedition a year aboard the Cheng Ho to the South Seas and his option to purchase the vessel for \$15,000 in July, 1952.

Two Program Events Set This Week At USS

Two outstanding social events for merchant seamen are scheduled for this week at the United Seamen's Service club, Richards and Halekauwila sts., according to Program Director Miss Evelyn Newman.

THE "DANCE OF THE month" will be held Wednesday evening, beginning at 7:30. A six-piece orchestra—Hawaiian—will play.

Service pins will be awarded to girls of the Junior Hostess corps, with merit awards for those who have devoted the greatest number of hours to helping the USS staff entertain visiting seamen.

THURSDAY EVENING there will be a "double-header" program at the club. Ah Moo, assisted by Dan Castro, will present an exhibition of jiu jitsu tactics. The second



ond guest performance will be staged by the Stewart Swe-Norden group of dancers, a troupe specializing in the colorful folk dances of the Scandinavian countries. This program will also begin at 7:30.

SS Hawaiian Builder Due Early Wednesday

Matson Navigation Co.'s first C3-type freighter fully converted for the Hawaiian trade, the SS Hawaiian Builder, is expected to arrive here from San Francisco early Wednesday morning, company spokesmen announced yesterday. She had previously been expected late Tuesday.

Gen. Gordon Delayed; Will Arrive Saturday

Delayed two days during the course of her voyage because of typhoons in the forward Pacific area, American President Lines' SS Gen. W. H. Gordon will arrive at Pier 8 from Yokohama on Saturday instead of Friday morning, APL's local office learned yesterday. The big P2-type vessel was able to make up one day of lost time.

In her holds the Gen. Gordon carries the first commercial cargo to arrive in Hawaii from Japan in six years. She has 726 tons of freight for discharge here, along with a large volume of mail. One hundred and 62 passengers will be disembarked, while 1,045 others will continue the voyage to San Francisco.

The Gordon's sister ship, the SS Gen. M. C. Meigs, will arrive here Thursday morning, on schedule, from San Francisco. Two hundred tons of cargo and more than 5,000 bags of mail for Japan will be loaded aboard the ship during her day-long call at Pier 8. More than 500 passengers will be embarked here.

SS Louis Sloss Said Now Out Of Danger

An investigation launched yesterday from Honolulu disclosed that the Pacific Far East Line freighter SS Louis Sloss, reported on Oct. 12 to be in distress in the forward Pacific and calling for help, was able to proceed under her own power.

85 Army Passengers Here On Navy Vessel

Five army enlisted men returning home for discharge, 65 military dependents and 12 dependents of civilian war department employes were disembarked at Pearl Harbor Monday morning when the navy transport Gen. Randall arrived there from San Francisco.

The discharges are T/Sgt Takashi Noda, T/Sgt Tadami Nakano, Pvt. Richard E. Domingo, T/4 Orvin L. Nelson, and Pfc Lawrence Kim.

Military dependents who arrived are: Mrs. Baker, wife of Capt. Donald I. Baker, and son, Donald, and daughter, Janet; Mrs. Bullock, wife of Lt. John K. Bullock, and daughter, Laura; Mrs. Bullock, wife of Pvt. Alexander Bullock; Mrs. Carlson, wife of Sgt. Lloyd T. Carlson, and son, Lloyd; Mrs. Cassidy, wife of Pvt. Elmer A. Cassidy.

Mrs. Cooley, wife of T/Sgt. Herman M. Cooley, and daughters, Juanita and Lealie; Mrs. Glasgow, wife of M/Sgt. Wilmer Glasgow, and sons, Wilmer and Donald; Mrs. Head, wife of Lt. George Head, and daughter, Sandra; Mrs. Henniker, wife of Sgt. Celotus Henniker, and daughters Gloria, Sandra, Luella, and Sonia.

Mrs. Addie Jackson, mother of S/Sgt. Noel Sutton; Mrs. Kowalski, wife of Maj. Andrew Kowalski and daughter, Geraldine; Mrs. Lindsay, wife of M/Sgt. Francis Lindsay; Mrs. Lehmann, wife of Capt. Karl W. Lehmann, and son, Thomas; Mrs. Lerwick, wife of Lt. Robert E. Lerwick and son Robert; Mrs. Locke, wife of S/Sgt. Nathaniel Locke; Mrs. Malloy, wife of M/Sgt. Howard F. Malloy.
Mrs. McAnally, wife of Maj. Dwight McAnally; Mrs. Miller, wife of Maj. Verlin A. Miller, and daughters, Carol

- (1) Option to purchase ship after 5 yrs.
 Handle by option K between C.H.T.C. & Degenel.
- (2) Ascertain # of state rooms & bunks for passengers - When ship not in use for fishing Degenel may use of scientific purposes. But who is to pay @ new on these expeditions - Suggest. Prob. be leased to D. ^{or others} for expeditions & to pay crew & save the Corp. harmless.
- (3) Amt of cash to be paid in by each Stockholder.

11,125	Degenel
11,100	de Bussche
100	
100	
100	
100	

and they must put in the 115,000 cash in bank or something of the kind
- (4) The exact # of Directors & Their names.
- (5) Stock Option agent - to handle agent relating to disposition of shares - To be signed by de Bussche.
- (6) Proposed Mtg to secure ship - taken care of by issue of stock & option on part of D to repurchase (Page 2)

(8) Marine & Fire & Casualty Insurance Co. Corp.
to extent of appraised value.

(9) Capital Main activities & operation
Pages 2 & 3. - dried fish pages
3 & 4 & trapping - all refer to Corporate
business - no need to include in by laws.

10. Organization & General Mgmt pages
4 & 5 - All business matters
not properly includable in by laws.
appears colorable - arouse suspicion.

11. Estimate of possible revenue.
not includable in by laws.

~~12.~~ 12. Who is to be 3^d signer
of affidavit

13. How about 5 directors
instead of 6 to get majority?

14. Signing of checks - see
last sentence, p. 11

said has been subscribed for ~~and that more than Ten Per Cent~~
(10%) has been paid in cash, services rendered and property,
and that 50% has been paid in cash.
to wit: Twenty Thousand Three Hundred Dollars (\$20,300.00)

of which _____ dollars (\$) represents a fair
value of the vessel CHENG HO and equipment thereunto attached
and made a part thereof.'

WITNESS our hands this the ____ day of ____, 1947.

Eric de Bisschop President

3 *signers*

Matilda P. Constable Vice-President

Constance Constable de Bisschop Vice-President

Emilo Ordenez Vice-President

Otto Degener Secretary-Treasurer

Subscribed and Sworn to
before me this ____ day
of ____, 1947.

Notary Public, First Judicial
Circuit, Territory of Hawaii.

My Commission expires _____.

EXHIBIT, V.

Affidavit of Ownership

100	shares	Otto Degener
100	"	Eric de Bisschop
1	"	Mrs Constance Constable de Bisschop
1	"	Mrs Matilda P Constable
1	"	Emilio Ordoñez

360 20 20 20
120 2400 v.

Title \rightarrow Lo heng Ho Trading & Export Co.

* Emilio Ordonez, resides Han T. H. Ave
Mrs. Malilda Constable. 158 Dowsett Ave
Mrs. Eric Constance Constable de Buschop.

\rightarrow 158 Dowsett Ave. . .

Principal place of business

labeler -
Fishing - trading - cargo -
transportation of cargo

\$30,000. Capital ~~shares at 100⁰⁰~~

300 shs at 100 per Share

50 - Degener - boat

50 - " cash.

100 Capt. de Buschop

100 unbrooked =

3 other shares cash boat \rightarrow

De Buschop - Pres. . .

Degener. - Sec. Treas.

Mrs. Constable V P \rightarrow

Mrs. De Buschop V P \rightarrow

Ordonez V P \rightarrow

Title
Cheng Ho Trading and Exploring Co. Ltd.

Principal Place of Business
158 Dowsett Avenue
Honolulu

Organizers

1. ~~M~~ Eric de Bisschop Pres.
2. ~~Mrs~~ Matilda P. Constable VP
3. ~~Mrs~~ Constance Constable de Bisschop VP
4. ~~M~~ Otto Degener, Sec Treasurer
5. Emilio Ordonez VP

Authorized Capital Stock
\$30,000.00 300 Shares 100.00 par Value (authorized)
Provide for extension to \$100,000.

~~thirty thousand dollars~~

Corporate Purposes

To engage ~~in~~ generally, ~~the~~ in the sea
fishing ^{and other} business for all kinds of ^{fish; for} lobster,
shrimp and other crustacea; ~~for~~ mollusca and
~~edible~~ invertebrates of all kinds found ^{in and} along the
littorals; for sale, trade or other disposition

1. Mortgage, \$ 15,000 yearly for 5 years.
2. Each member of present American crew, if dismissed because of French law before July 7, 1948, be paid \$1,000 damages
3. Degener, or assigns be restrained from selling any of his shares in Company until July 7, 1948.
4. Captain and crew, being 100% in emp'y of company or its subsidiary, be restrained from engaging in any trade or business themselves as all such trade or business is rightfully part of the enterprise of the company or subsidiary and should be siphoned to them.
5. Uphold again aft cabin lien, stock options, \$15,00-5 yr. sale Degener option with vessel to be returned in more or less good-condition.
6. 5% of profit of each trip to be given share holders, this to be distributed as soon as practicable after each trip back to Hawaii - devise some brake to prevent profits being lost in excessive wages.
7. Appoint Addis Matherson Sec.-Treas., without pay, for ~~EDWARD~~ 3 round trips from Hawaii to Tahiti.
8. Captain DeBisschop, Mrs. deBisschop & Mrs. Constable endorse mortgage as guarantee of performance of elements agreed upon, but that in case of default the Cheng Ho. Co., must postpone the accepting of more than \$30,000 damages during the life time of Mrs. Constable and her invalid brother.
9. Books of Cheng Ho. Co., and those of the foreign subsidiary Co. or Cos. involved be kept in Honolulu & subject to inspection by shareholders or their representatives at all times.

Actually the CAPITAL of the Cy is, still 13 500 \$

In order to show more than half my ownership
in the Cy, why not show my contribution as
7000 \$ (half ownership would be 6750 \$)

M ^{re} Constable represents	5 200 \$
M ^{re} de Busséol	100
M ^{re} mine	100
	<hr/>
	5 400

It would remain ~~only~~ for M^{re} Otto to relinquish
~~at~~ only 1600 \$ against a temporary promissory note
for this amount.

The increase of capital planned to 20000 \$
could be made as soon as the french security is
given.

It seems to me that the operating would, so
doing, appear more adequate. —

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 & INGHAM

Winston C. Ingham

WCI:HPL

BJS

Know all etc

That C H Tr & Exhl Co Ltd, a Hawaerf,
hereinafter referred to as the Seller, sole owner
of the undocumented junk yacht, C H, which
vessel is believed but not warranted to be approx
of No. 100 & description set forth below:

For and in consid of The sum of Ten Dollars &
other good & valuable consid to it in hand
pd by Eric De Bisschop, ^{therein} receipt of which
is hereby acknowledged, does hereby bargain
& sell unto said ^{Buyer} C H Tr & Exhl Co Ltd
Eric De Bisschop & his assigns The whole
of the said undocumented junk yacht =
"as is, where is," together with her engines,
etc. ^{Subj to purch money out of us date}

To Have and to hold, The said whole interest
of the said undocumented junk yacht & appurten
thereunto belonging & now on board in to
The said Buyer, his heirs, admin, execs & assigns
to the sole & only proper use, benefit & behoof
of The said Buyer forever.

And the Seller, etc

In Witness Whereof, said C H Tr & Exhl
Co has hereunto etc

Pres
Secy Treas

Notary

Memorandum of Understanding (dated 10/19/91)

In consideration of which is
for share, Reg hereby covenants to 6/5 x 9/10
year date & agrees that his option to repurchase
dated 8/8 x 8/8 shall be subordinate to 6/5 x 9/10
date.
~~In event of default~~

~~Attach consent memo of Reg to 6/5 x 9/10~~

O.D.	69	350.00	} cash advances to Co.
Eric	57	135.52	
Roy	5	50.00	
Emilio	5	33.00	
Das	4	840.00	
		5.50	
		80.00	
		125.00	
Malayo	4	1329.02	} Aufmann's cheque
Scholtz	4	3000	
Brooks	3	4329.02	
English	3		
Clare	3		
	157		
	43		
	200		

	69
	43
	<u>112</u>

239



TO SAIL AGAIN FOR SCIENCE—The once-luxurious Cheng Ho which served throughout the war with the navy went up on dry lock at Inter-Island Steam Navigation Co.'s Drydock No. 2, Pier 27, yesterday to be put back into ship-shape for postwar Pacific cruising. The drydock workers are pictured scraping off assorted submarine life as a preliminary to recaulking her hull. After reconditioning, the Cheng Ho will operate for the Cheng Ho Trading & Exploring Co. in a commercial-scientific venture between here and French Oceania. (Advertiser photo.)

Cheng Ho Readied For New Adventures

Adventure is dead, you say? Well, you'd better duck when you say it to the man who has been World War I combat ace, scientist-explorer, skipper, French consul in Honolulu, shipwrecked three times that he can recall offhand, boat-builder, outwitted of some business-like pirates in Formosa—and now is getting ready to launch into a brand new adventure involving the fabulous junk Cheng Ho.

ERIC DE BISSCHOP took time out from scraping barnacles off the ship's bottom yesterday to give this reporter an idea of what his latest venture is all about. The Cheng Ho, it might be explained, is high and dry in Inter-Island's No. 2 drydock at Pier 27.

Otto Degener, who recently purchased the junk from Mrs. Anne Archbold following its redelivery by the navy and maritime commission to the former owner, came down from his chores on deck to join the conversation.

THIS NEW VENTURE, it seems, is wrapped up in the Cheng Ho Trading & Exploring Co., incorporated last July 7. Mrs. De Bisschop, the former Constance Constable, is president and Mrs. Degener secretary-treasurer of the new concern, organized to conduct trade between Hawaii and French Oceania.

The enterprise, however, is not to be wholly commercial. Mr. Degener said he has reserved the after cabin and its private bath for himself and other scientists who will conduct study and research among the South Pacific islands at which the Cheng Ho calls.

BUILT IN HONG KONG in
(Continued on Page 6, Col. 1)

incorporate for \$13,500

6750

~~13500~~

~~5750~~

{ 1600 Mr. Degeuer
~~5150 Mr. De Bischoff~~
\$5200

6800

50 ⁽³⁾ ~~Degeuer~~ shares for Cheng Ho \$5000
16 ~~Degeuer~~ shares money expended 1600
52 Mrs. Constables cash 5200
~~10~~ ⁽⁴⁾ 13500
11800

Services rendered

Saturnino Malayo 1700
~~5~~ shares to be subscribed for
by Emilio Arduene ⁽⁶⁾
7 shares to be subscribed
for by Leroy ~~For~~ Peiler
1 share & Laurentino Das ⁽⁷⁾
1 share ————— Malayo ⁽⁸⁾
1 share ————— Mr. Scholte ⁽⁹⁾
1 ~~share~~ share Mr. De Bischoff ⁽¹⁰⁾ to subscribe 1 share ⁽¹¹⁾

~~Stock option Contract~~

~~Par 3 line 6 - conveyance transfer?~~

~~Proviso against assigning right to that increase plus under~~

~~Articles of Association~~

Page 2 - IV (i) line 4 - littoral

By-laws page 4 - Art. IV check Rev Stat. and voting
to increase Capital Stock See 8329 Rev Stat

P-8 should
be $\frac{3}{4}$ on
increase of
capital stock

Junk Cheng Ho Prepares For New Pacific Adventures

(Continued from Page 1)

1939, the luxurious vessel made an extensive scientific expedition in the Pacific before arriving in Honolulu in 1941 and being overtaken by war. Mr. Degener was a member of that expedition.

It was with another junk-type ship, some 18 years ago, that Capt. de Bisschop was shipwrecked off Formosa and obliged to take cover for a long period to avoid death at the hands of pirates. He finally managed to build a new junk and aboard that began a three year cruise of the Pacific, studying currents, fish migrations and other scientific phenomena for the French Geographical society.

JUNK NO. 2 came to an unhappy end, and the records of those three years' work were lost when the vessel was dashed to pieces on the rocks off Molokai during a storm. Newspaper accounts at the time report that Capt. de Bisschop and his scientist companion, Joseph Tatibouet, had for days previously subsisted chiefly on candle tallow.

The two French scientists pitched a tent down at Ala Moana and set to work on a new craft, this time a double-bulled canoe called Kaimiloa. And on March 7, 1937, a few months after their Molokai mishap, the two took off for France.

BY MID-JUNE winds and currents had carried the motorless craft more than 5,000 miles, to Soerabaja, Java. From there the Kaimiloa headed for South Africa, rounded the Cape of Good Hope and eventually made port in France.

There Capt. de Bisschop acquired still a fourth vessel. Mrs. de Bisschop was with him when he put to sea that time, but it was another voyage destined for an un-

happy ending. Off Portugal the de Bisschop craft was run down by a sardine boat one night. The vessel and everything aboard was lost, but the de Bisschops miraculously were rescued.

IN JULY, 1941, the skipper was appointed French consul at Honolulu. Two months before, the Cheng Ho had arrived in port here. But at that time Capt. de Bisschop didn't dream that one day he'd be readying her to put to sea again in the interests of science.

A seven-man crew, all of whom have interests in the new company, will be aboard the Cheng Ho when she sets forth on her new career, the skipper said. He thinks she should be back in ship-shape within two or three weeks.

WITH THREE SETS of sails, twin diesel engines and a fuel capacity giving her a cruising range of 15,000 miles, the one-time luxury junk can take the Pacific in stride either under sail or under power.

The skipper and Mr. Degener figure she ought to be able to make a round trip between Honolulu and one of her proposed ports of call in about six weeks.

MAINLAND TEMPERATURES (By United Press)

	High	Low
Atlanta	90	69
Boston	82	64
Chicago	94	73
Cincinnati	94	71
Cleveland	87	66
Denver	84	71
Detroit	93	73
Fort Worth	99	77
Kansas City	76	57
Los Angeles	86	72
Memphis	95	74
Minneapolis	88	76
New Orleans	88	68
Pittsburgh	83	69
San Francisco	68	54
Seattle	72	58
St. Louis	99	75
Miami	91	75
Washington	82	72

Makuleia Beach,
Waialua, Oahu.

Dear Mr. Dugman & Mr. Hyphes:

I herewith enclose a cheque to complete the Cheif Ho T. & E. Co. ^{Co.} account. When I mentioned during a past conversation that I thought 25 cents was the notorial fee, I thought your silence was quiet agreement.

I don't see how you can clutter up your office with books not dealing with Law. Yet I know you and Mrs. Lee are interested in plants. May I have an order from each of you for my "Plants of Haw. Nat. Park" and my "Flora Haw." If you will let me know your home addresses, I can have the

books mailed direct from New
York to you. It is so much
more satisfactory than having
one copy for the three of you in
the Sanson Building.

Aloha,

Otto Spegner
(Sec.-Treas etc etc as you know)

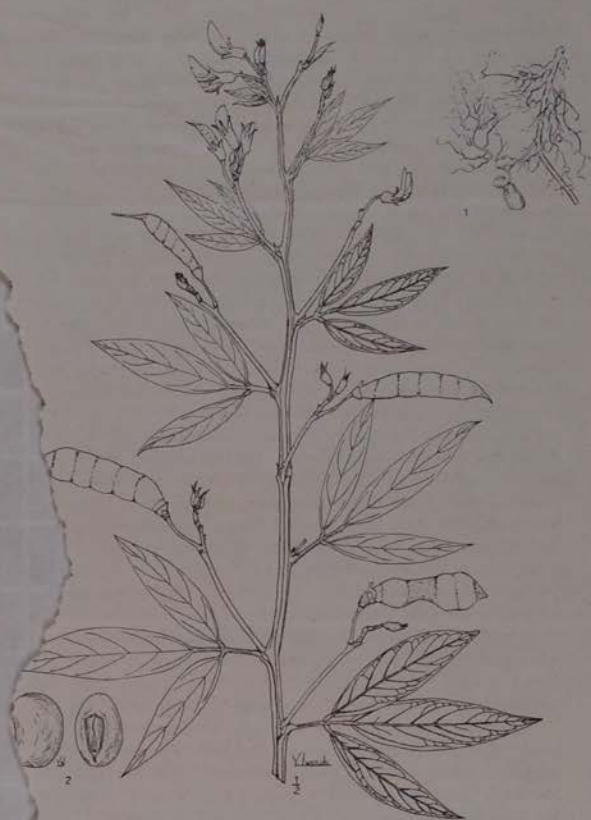


PLATE 49.—Pigeon Pea. (Original).

1st & 2nd option
(Degeener) (De Bischoff)
to buy boat at \$15,000
5 years from date

phone 69281
Mr De Bischoff

158 - Dowssett ave.

Hon. T. H.

T. H.

\$46²⁵

10188

Mokuleia Beach, Waialua, Oahu.
Aug. 3, 1947.

Dear Mr. Hiberly:

I have your July 28 letter. "The Cheng Ho Trading and Exploring Company, Ltd.," was incorporated in the Territory with the following individuals officers:

Eric deBisschop, President, citizen of France and formerly French Consul here in the Territory. We have not yet received our shares from the engraver but on their arrival he will have one share, par \$100.

Otto Degener, Secretary-Treasurer, U.S., citizen, paid or subscribed for 66 shares.

Matilda P. Constable, First Vice-President, U.S., citizen, 52 shares.

William S. Scholtz, Second Vice-President, U.S., citizen, 1 share.

Emilio Ordenez, Third Vice-President, born in Philippines, released from U.S., Army as Sargeant, applied July 17 for U.S., citizenship, 5 shares.

Florentino Das, Fourth Vice-President, Philippine citizen, ¹/₄ share.

Constance P. deBisschop, Fifth Vice-President, U.S., citizen, 1 share.

If any complications should arise due to the foreign citizenship of Mr. deBisschop and Mr. Das, I, owning a goodly share of the stock, can request their resignations. Mr. Scholtz, formerly a Petty Officer on a U.S., submarine, will be captain of the Cheng Ho.

Sincerely,

Otto Degener

Sec.-Treas. Cheng Ho Trading & Exploring Co., Ltd.

Mokuleia Beach, Waialua, Oahu.
July 23, 1947.

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

Copy

Dear Mr. Hiberly,

I have your letter of July 15 and herewith enclose proof as requested of the various changes of ownership of the Cheng Ho.

The documents are: Bill of sale signed by John D. Archbold, Conklin, Anne Archbold; receipt for custody signed by Harry A. Ayres; certificate of delivery signed by Harry a. Ayres; and bill of sale signed by Otto Degener. I likewise enclose a letter by Sec. Forrestal giving "Facts" regarding ~~of~~ ownership transfers from Mrs. Archbold to Navy (by several steps) back to Mrs. Archbold again. From letters by H. A. Ayres, S.B.D. Wood, James Forrestal, J.R. Farrington, L.E. Denfeld, and V. Smith we can select reliable witnesses if need be regarding the truth of the transfers in ownership.

If you will please inform me when you have completed your study of the documents, I shall be glad to call for them at your office and then be able to complete the vessel's registration from my name to the corporation of which I am now the leading share-holder.

Sincerely,

article 370 U.S. Customs Regulations
provides can register foreign
built yacht without payment
of dues if it is to be used
for commercial purposes - this
covers fishing.

also exec. order 9177 auth-
orized navy to take over
foreign vessels and induct
them into naval service

46 USC 808
46 USC 802
46 USC 883

Law - Campbell Block

CD 1036 - Documentation re fisheries & Coasting & Foreign Trade.

TD Jan 2, 1947, #1 -

U S Code Title 46 (Registered & enrolled vessels)

§ 11. Vessels entitled to registry coastwise trade.

I Need
Certification
from Bureau
of Marine Inspection
& Navigation

... certified by Bureau of Marine Inspection & Navigation
as safe to carry ... cargo ... ^{wherever built} which are to engage only
in foreign trade with P.R. Guam, Tutuila, Wake
M. Hawaii, & Linea Reef ... being wholly owned by
citizen of the U.S. or corp'd org. chartered
under the laws of the U.S. the Pres &
managing directors of which shall be citizens
of the U.S. and no others may be
registered as directed in this chapter &
Chapters 3, 5, 6, 7, 8 & 9. Foreign built
vessels registered pursuant to this
section shall not engage in coastwise
trade

2

§ 221 - Vessels reg. pursuant to
law & no other except as shall be
duly qualified according to law for
carrying on the coasting or fishing trade
shall be deemed vessels of the U.S. &
entitled to the benefits & privileges appertaing to such vessels.

T. D 51643.

No documentation shall be granted to a vessel which has been sold to a person who is not a citizen of the U.S. or which has been transferred to a foreign registry or flag until the collector concerned is satisfied that the vessel's last American document has been surrendered.

Customs Regulations:

3.19 - Par. quoted in Treas Dept (RLS) letter is correct.

3.19(6) A vessel altho owned & documented by a Corpore. which is a citizen ~~as~~ defined in paragraph (a)(3) [supra] of this section, shall not engage in the coastwise trade unless 75% of the interest in the Corporation is owned by citizens as specified in section 2 of the Shipping Act of 1916 as amended. ¹⁰

10. Presiding & managing directors must be citizens of US & to engage in coastwise trade 75% must be owned by US citizen.



OFFICE OF THE COLLECTOR
DISTRICT No. 32
ADDRESS ALL COMMUNICATIONS FOR
THIS OFFICE TO THE COLLECTOR
AND QUOTE FILE NO.

970.165

TREASURY DEPARTMENT

UNITED STATES CUSTOMS SERVICE

HONOLULU, HAWAII

August 5, 1947

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

Via Registered Mail

Dear Sir:

Reference is made to your letter of July 9, 1947.

Please be advised that after thorough consideration, it is the opinion of this office that the CHENG HO may not engage in the coast-wise trade or American fisheries.

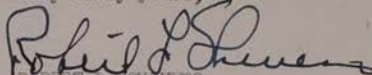
Further, as owned at present, she may not even be documented as a vessel of the United States as The Cheng Ho Trading and Exploring Company, Ltd., is not a citizen as defined by article 3.19 of the Customs Regulations, which reads in part:

"In the case of a corporation, one which is incorporated under the laws of the United States or of one of the states, and of which the president and all the managing directors are citizens of the United States. If no directors are authorized to act as managing directors, all the directors of the corporation shall be considered to be managing directors for the purpose of this paragraph."

You are also informed that the New York Customhouse is governed by the same regulations as this office. However, if you wish, we will be glad to refer the matter to the Commissioner of Customs at Washington, D.C., for his ruling.

The papers forwarded July 23, 1947 are returned herewith.

Very truly yours,


ROBERT L. SHIVERS
Collector of Customs

molluscs +
5 directors not 6.....

de Buschop.	1,100.	services
Degen -	10,000.	Cash
	5,000.	54r 1 case -
	1,180.	ship -
		services

William Stoltz Scholtz

~~for Leon~~

1st Cabin — with private bath — reserved,
for food such purpose — and to.

Ship Papers — ...

...

Sect. Otto Degener - 50 shares

Otto Degener - 16 shares

1st vice Matilda P. Constable - 52 shares

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(5-44) DEGENER, OTTO vs.
CHENG HO TRADING & EXPLORING CO. ^c

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Law No. 19222

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

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LIMITED,

Defendant,

and

BISHOP NATIONAL BANK OF HAWAII
AT HONOLULU,

Garnishee.

filed
9-1-48
ASSUMPSIT

DISCONTINUANCE, RELEASE OF ATTACHMENT

and

DISCHARGE OF GARNISHEE

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

Attorney for Defendant

Law No. 19222

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

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LIMITED,

Defendant,

and

BISHOP NATIONAL BANK OF HAWAII
AT HONOLULU,

Garnishee.

ASSUMPSIT

DISCONTINUANCE, RELEASE OF ATTACHMENT AND
DISCHARGE OF GARNISHEE

Comes now OTTO DEGENER, plaintiff above named, and
for valuable consideration, receipt of which is hereby acknowl-
edged, hereby discontinues the above entitled action with
prejudice, releases the attachment ordered therein by the Court
on property of the defendant, and discharges the garnishee
above named.

Dated: Honolulu, T. H., Sept. 1, 1948.

Otto Degener
OTTO DEGENER

Hughes & Logan
by Newton C. Logan
His attorneys

APPROVED

A M Christie

Judge of the above entitled Court

3479
KNOW ALL MEN BY THESE PRESENTS:

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

from Honolulu and return once yearly

Law No.19222

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

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LIMITED.

Defendant,

and

BISHOP NATIONAL BANK OF HAWAII
AT HONOLULU,

Garnishee.

ASSUMPSIT

POLICE OFFICER'S RETURN

I executed the within Writ of Attachment at Honolulu,
T.H., on the 6th day of August, 1948, by attaching all the
right, title and interest of the above named Defendant in and
to the following personal property, to-wit:


The Junk Yacht "Cheng Ho" moored at Pier 7,
Honolulu, T.H.

I further on the 6th day of August, 1948, posted a
copy of the Writ of Attachment on the above described property.

I further on the 6th day of August, 1948, served a true
and attested copy of Motion for Attachment, Affidavit of Attach-
ment, Attachment Bond, Order and Writ of Attachment on Defendant

herein by delivering to Mrs. Constance P. de Bisschop, President
of said defendant corporation a copy thereof and at the same time
showing her the original.

Dated at Honolulu, T.H. this 20 day of August 1948.


Joseph G. Dowson

Law No.19222

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

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LIMITED.

Defendant,

and

BISHOP NATIONAL BANK OF HAWAII
AT HONOLULU,

Garnishee.

ASSUMPSIT

POLICE OFFICER'S RETURN

I executed the within Writ of Attachment at Honolulu,
T.H., on the 6th day of August, 1948, by attaching all the
right, title and interest of the above named Defendant in and
to the following personal property, to-wit:

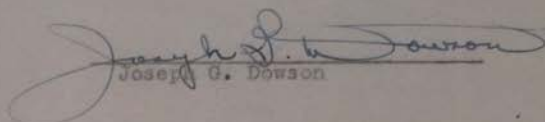
The Junk Yacht "Cheng Ho" moored at Pier 7,
Honolulu, T.H.

I further on the 6th day of August, 1948, posted a
copy of the Writ of Attachment on the above described property.

I further on the 6th day of August, 1948, served a true
and attested copy of Motion for Attachment, Affidavit of Attach-
ment, Attachment Bond, Order and Writ of Attachment on Defendant

herein by delivering to Mrs. Constance P. de Bisschop, President
of said defendant corporation a copy thereof and at the same time
showing her the original.

Dated at Honolulu, T.H. this 20 day of August 1948.


Joseph G. Dawson

LAW NO. 19222

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

AT TERM

IN LAW

OTTO LEGENER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LIMITED,

Defendant,

and

BISHOP NATIONAL BANK OF HAWAII
AT HONOLULU,

Garnishee.

ASSUMPSIT

MOTION FOR ATTACHMENT

Comes now OTTO LEGENER, Plaintiff above named, by
HUGHES and INGMAN, his attorneys, and moves the Court
that a writ of attachment issue in the above entitled
action.

This motion is based upon the record herein and
the affidavit of attachment filed herewith.

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

OTTO LEGENER, Plaintiff

By: HUGHES and INGMAN

By: 131 Winston C. Ingman
Winston C. Ingman

Attorneys for Plaintiff

LAW NO. 19222

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

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHEONG HO TRADING AND EXPLORING
COMPANY, LIMITED,

Defendant,

ASSUMPSIT

and

BISHOP NATIONAL BANK OF HAWAII
AT HONOLULU,

Garnishee.

AFFIDAVIT OF ATTACHMENT

TERRITORY OF HAWAII,)

: SS.

CITY AND COUNTY OF HONOLULU.)

OTTO DEGENER, being first duly sworn, on oath, deposes
and says:

That he is plaintiff in the above entitled cause; that
the above entitled action is now pending in the said Court
and has not been prosecuted to judgment; that the above
named defendant is indebted to plaintiff, in the sum of
\$3,853.87 over and above all just credits and offsets, and
that the attachment herein requested is not sought, and the
above named action is not prosecuted to hinder, delay or
defraud any creditor or creditors of the said defendant.

(S) Otto Degener
OTTO DEGENER

Subscribed and sworn to before me

this 5th day of August, 1948.

Seal (S) Hattie Peng Lee
Notary Public, First Judicial Circuit,

Territory of Hawaii.

My Commission expires June 30, 1949.

LAW NO. 19222

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

AT TERM

IN LAW

OTTO LEGGNER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LIMITED,

Defendant,

and

BISHOP NATIONAL BANK OF HAWAII
AT HONOLULU,

Garnishee.

ASSUMPSIT

ATTACHMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, OTTO LEGGNER, as principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation, as Surety, are held and firmly bound unto CHENG HO TRADING AND EXPLORING COMPANY, LIMITED, Defendant, in the penal sum of EIGHT THOUSAND DOLLARS (\$ 8,000.00), lawful money of the United States of America, to be paid to the said CHENG HO TRADING AND EXPLORING COMPANY, LIMITED, its heirs, executors, administrators and/or assigns, for which payment well and truly to be made, we bind ourselves and our and each of our heirs, executors, administrators and/or successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such that,

WHEREAS, the above bounden principal has brought suit in the Circuit Court of the First Judicial Circuit, Territory of Hawaii, against CHENG HO TRADING AND EXPLORING COMPANY, LIMITED, to recover the sum of THREE THOUSAND EIGHT HUNDRED

FIFTY THREE and 87/100 DOLLARS (\$3,853.87), together with costs, interest, and attorneys' commissions, and has made application to the above entitled court that a WRIT OF ATTACHMENT issue in the above entitled cause against so much of the property of the defendant within the Territory of Hawaii not exempt from attachment, and that the same be attached in the manner prescribed by law, as security for the satisfaction of such judgment as the plaintiff may recover in the above entitled cause.

NOW THEREFORE, if such a WRIT OF ATTACHMENT shall issue, and if the said plaintiff shall prosecute his action without delay and shall pay all costs that may be adjudged to the defendant and all damages that he may sustain by reason of the attachment, but not exceeding the amount of this undertaking, as the penalty thereof, should the same be wrongfully, oppressively or maliciously sued out, and, in case the said defendant be adjudged and/or declared a bankrupt, pay all damages, charges, and expenses incurred by the High Sheriff of the Territory of Hawaii or his Deputy, the Sheriff of any County or City and County of Honolulu or his Deputy, or any Police Officer, by reason of the attachment in the above entitled cause, then this obligation shall be null and void; otherwise to be and remain in full force and

TERRITORY OF HAWAII
CITY AND COUNTY
OF
HONOLULU

ss.

On this

day of

August

19

48

, before me personally appeared

Calvert H. Chipchase to me personally known, who being by me duly sworn did say that he is the Attorney-in-Fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, duly appointed under Power of Attorney dated the 29th day of Jan - 1948 which Power of Attorney is now in full force and effect, 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 under the authority of its Board of Directors, and said Calvert H. Chipchase acknowledged said instrument to be the free act and deed of said corporation.

W. William B. Stearn

Notary Public, First Judicial Circuit,
Territory of Hawaii



LAW NO. 19222

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

AT TERM

OTTO LEGENER.

Plaintiff,

VS.

CHENG HO TRADING AND EXPLORING
COMPANY, LIMITED,

ASSUMPTIONS

Defendant,

and

BISHOP NATIONAL BANK OF HAWAII
AT HONOLULU.

Garnishes.

ORDER FOR WRIT OF ATTACHMENT

Upon reading and filing the above and foregoing Motion for Attachment, Affidavit of Attachment and the Attachment Bond annexed hereto,

IT IS HEREBY ORDERED that a WRIT OF ATTACHMENT shall forthwith issue as prayed for, and the sufficiency of the Bond and surety is hereby approved.

Dated at Honolulu, T. H., this 5 day of August,
1948.

JUDGE OF THE ABOVE ENTITLED COURT.

LAW NO. 19222

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

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LIMITED,

Defendant,

and

BISHOP NATIONAL BANK OF HAWAII
AT HONOLULU,

Garnishee.

ASSUMPSIT

WRIT OF ATTACHMENT

THE TERRITORY OF HAWAII:

To the High Sheriff of the Territory of Hawaii, or
his Deputy, the Sheriff of the City and County of Honolulu,
or his Deputy, or any Police Officer:

WHEREAS, the above entitled action was commenced in the
above entitled Court by the above named plaintiff in said
action to recover from the defendant the sum of \$3,253.87,
with interest, costs, attorneys' commissions, and necessary
affidavit and bond herein having been filed as required by
law.

NOW, YOU ARE THEREFORE COMMANDED to attach and safely
keep in the manner provided by law so much of the property
of the defendant within the Territory of Hawaii not exempt
from attachment, as will be sufficient to satisfy the said
plaintiff's demand, as above set forth, and make due return
of your doings hereunder.

WITNESS my hand this 5 day of August, 1948.

W. H. Young
Clerk of the above entitled Court

Law No.19222

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

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LIMITED.

Defendant,

and

BISHOP NATIONAL BANK OF HAWAII
AT HONOLULU,

Garnishee.

ASSUMPSIT

POLICE OFFICER'S RETURN

I executed the within Writ of Attachment at Honolulu,
T.H., on the 6th day of August, 1948, by attaching all the
right, title and interest of the above named Defendant in and
to the following personal property, to-wit:

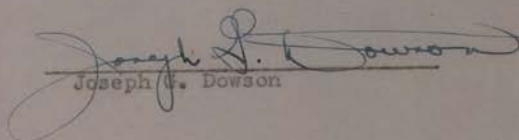
The Junk Yacht "Cheng Ho" moored at Pier 7,
Honolulu, T.H.

I further on the 6th day of August, 1948, posted a
copy of the Writ of Attachment on the above described property.

I further on the 6th day of August, 1948, served a true
and attested copy of Motion for Attachment, Affidavit of Attach-
ment, Attachment Bond, Order and Writ of Attachment on Defendant

herein by delivering to Mrs. Constance P. de Bisschop, President
of said defendant corporation a copy thereof and at the same time
showing her the original.

Dated at Honolulu, T.H. this 20 day of August 1948.


Joseph F. Dowson

95128

LAW NO. 19222

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

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LIMITED,

Defendant,

and

BISHOP NATIONAL BANK OF HAWAII
AT HONOLULU,

Garnishee.

ASSUMPSIT

1ST CIRCUIT COURT
TERRITORY OF HAWAII

FILED

1948 AUG 5 PM 4 03

CLERK

I do hereby certify that the attached follows:

MOTION FOR WRIT OF ATTACHMENT
AFFIDAVIT
ATTACHMENT BOND
ORDER FOR WRIT OF ATTACHMENT
WRIT OF ATTACHMENT

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

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

HUGHES and INGMAN
423-426 Damon Building
Honolulu, T. H.

Attorneys for Plaintiff.

LAW NO. 19822

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

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LIMITED,

Defendant,

and

BISHOP NATIONAL BANK OF HAWAII
AT HONOLULU,

Garnishes.

ASSUMPSIT

MOTION FOR ATTACHMENT

Comes now OTTO DEGENER, Plaintiff above named, by
HUGHES and INGMAN, his attorneys, and moves the Court
that a writ of attachment issue in the above entitled
action.

This motion is based upon the record herein and
the affidavit of attachment filed herewith.

Dated at Honolulu, T. H., this 5th day of August,
1948.

OTTO DEGENER, Plaintiff

By: HUGHES and INGMAN

By: Winston C. Ingman *Winston C. Ingman*
Winston C. Ingman

Attorneys for Plaintiff

LAW NO. 19222

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

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LIMITED,

Defendant,

and

BISHOP NATIONAL BANK OF HAWAII
AT HONOLULU,

Garnishee.

ASSUMPSIT

AFFIDAVIT OF ATTACHMENT

TERRITORY OF HAWAII,

CITY AND COUNTY OF HONOLULU,

: SS.

OTTO DEGENER, being first duly sworn, on oath, deposes
and says:

That he is plaintiff in the above entitled cause; that
the above entitled action is now pending in the said Court
and has not been prosecuted to judgment; that the above
named defendant is indebted to plaintiff, in the sum of
\$3,853.87 over and above all just credits and offsets, and
that the attachment herein requested is not sought, and the
above named action is not prosecuted to hinder, delay or
defraud any creditor or creditors of the said defendant.

(S) Otto Degener
OTTO DEGENER

Subscribed and sworn to before me
this 5th day of August, 1948.

Seal (S) Hattie Pang Lee
Notary Public, First Judicial Circuit,

Territory of Hawaii.

My Commission expires June 30, 1949.

LAW NO. 19222

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

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LIMITED,

Defendant,

and

BISHOP NATIONAL BANK OF HAWAII
AT HONOLULU,

Garnishee.

ASSUMPSIT

ATTACHMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, OTTO DEGENER, as principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation, as Surety, are held and firmly bound unto CHENG HO TRADING AND EXPLORING COMPANY, LIMITED, Defendant, in the penal sum of EIGHT THOUSAND DOLLARS (\$ 8,000.00), lawful money of the United States of America, to be paid to the said CHENG HO TRADING AND EXPLORING COMPANY, LIMITED, its heirs, executors, administrators and/or assigns, for which payment well and truly to be made, we bind ourselves and our and each of our heirs, executors, administrators and/or successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such that,

WHEREAS, the above bounden principal has brought suit in the Circuit Court of the First Judicial Circuit, Territory of Hawaii, against CHENG HO TRADING AND EXPLORING COMPANY, LIMITED, to recover the sum of THREE THOUSAND EIGHT HUNDRED

FIFTY THREE and 87/100 DOLLARS (\$3,853.87), together with costs, interest, and attorneys' commissions, and has made application to the above entitled court that a WRIT OF ATTACHMENT issue in the above entitled cause against so much of the property of the defendant within the Territory of Hawaii not exempt from attachment, and that the same be attached in the manner prescribed by law, as security for the satisfaction of such judgment as the plaintiff may recover in the above entitled cause.

NOW THEREFORE, if such a WRIT OF ATTACHMENT shall issue, and if the said plaintiff shall prosecute his action without delay and shall pay all costs that may be adjudged to the defendant and all damages that the may sustain by reason of the attachment, but not exceeding the amount of this undertaking, as the penalty thereof, should the same be wrongfully, oppressively or maliciously sued out, and, in case the said defendant be adjudged and/or declared a bankrupt, pay all damages, charges, and expenses incurred by the High Sheriff of the Territory of Hawaii or his Deputy, the Sheriff of any County or City and County of Honolulu or his Deputy, or any Police Officer, by reason of the attachment.

TERRITORY OF HAWAII
CITY AND COUNTY
OF
HONOLULU

ss.

On this 24 day of August 1948, before me personally appeared Calvert G. Chipchase to me personally known, who being by me duly sworn did say that he is the Attorney-in-Fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, duly appointed under Power of Attorney dated the 29th day of Jan - 1948 which Power of Attorney is now in full force and effect, 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 under the authority of its Board of Directors, and said Calvert G. Chipchase acknowledged said instrument to be the free act and deed of said corporation.

Seal W. B. Stevens
Notary Public, First Judicial Circuit,
Territory of Hawaii

126507 M.P.

FIFTY THREE and 87/100 DOLLARS (\$3,853.87), together with costs, interest, and attorneys' commissions, and has made application to the above entitled court that a WRIT OF ATTACHMENT issue in the above entitled cause against so much of the property of the defendant within the Territory of Hawaii not exempt from attachment, and that the same be attached in the manner prescribed by law, as security for the satisfaction of such judgment as the plaintiff may recover in the above entitled cause.

NOW THEREFORE, if such a WRIT OF ATTACHMENT shall issue, and if the said plaintiff shall prosecute his action without delay and shall pay all costs that may be adjudged to the defendant and all damages that he may sustain by reason of the attachment, but not exceeding the amount of this undertaking, as the penalty thereof, should the same be wrongfully, oppressively or maliciously sued out, and, in case the said defendant be adjudged and/or declared a bankrupt, pay all damages, charges, and expenses incurred by the High Sheriff of the Territory of Hawaii or his Deputy, the Sheriff of any County or City and County of Honolulu or his Deputy, or any Police Officer, by reason of the attachment in the above entitled cause, then this obligation shall be null and void; otherwise to be and remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden principal and surety have herunto set their hands and seals this 5th day of August, 1948.

SI Otto Degener
OTTO DEGENER

Principal
UNITED STATES FIDELITY AND GUARANTY
COMPANY,

By: SI Calvert G. Chubb
Its Atty-in-fact

LAW NO. 19222

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

AT TERM

IN LAW

OTTO DEGENER.

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LIMITED,

Defendant,

and

BISHOP NATIONAL BANK OF HAWAII
AT HONOLULU.

Garnishes.

Upon reading and filing the above and foregoing Motion for Attachment, Affidavit of Attachment and the Attachment Bond annexed hereto.

IT IS HEREBY ORDERED that a WRIT OF ATTACHMENT shall forthwith issue as prayed for, and the sufficiency of the Bond and surety is hereby approved.

Dated at Honolulu, T. H., this 5 day of August,
1948.

WILLSON C. MOORE
JUDGE OF THE ABOVE ENTITLED COURT.



LAW NO. 19222

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

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LIMITED,

Defendant,

and

BISHOP NATIONAL BANK OF HAWAII
AT HONOLULU,

Garnishee.

ASSUMPSIT

WRIT OF ATTACHMENT

THE TERRITORY OF HAWAII:

To the High Sheriff of the Territory of Hawaii, or
his Deputy, the Sheriff of the City and County of Honolulu,
or his Deputy, or any Police Officer:

WHEREAS, the above entitled action was commenced in the
above entitled Court by the above named plaintiff in said
action to recover from the defendant the sum of \$3,853.87,
with interest, costs, attorneys' commissions, and necessary
affidavit and bond herein having been filed as required by
law.

NOW, YOU ARE THEREFORE COMMANDED to attach and safely
keep in the manner provided by law so much of the property
of the defendant within the Territory of Hawaii not exempt
from attachment, as will be sufficient to satisfy the said
plaintiff's demand, as above setforth, and make due return
of your doings hereunder.

WITNESS my hand this 5 day of August, 1948.

M. H. Young

Clerk of the above entitled Court



Law No. 19222

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

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LIMITED,

Defendant,

and

BISHOP NATIONAL BANK OF HAWAII
AT HONOLULU,

Garnishee.

ASSUMPSIT

1ST CIRCUIT COURT
TERRITORY OF HAWAII

FILED
1948 JUL 27 PM 11 09

William C. Ing
CLERK

SERVED July 31 - 48

RETURNED Aug 2 - 48

OFFICER J. Young

I do hereby certify that the attached folio of

COMPLAINT

EXHIBIT "A"

and

GARNISHEE SUMMONS

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

William C. Ing
Clerk, Circuit Court, First Circuit,
Territory of Hawaii

HUGHES and INGMAN,
424 Damon Building,
Honolulu, T.H.

Attorneys for Plaintiff

Law No. _____

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

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LIMITED,

Defendant,

and

BISHOP NATIONAL BANK OF HAWAII
AT HONOLULU,

Garnishee.

ASSUMPSIT

C O M P L A I N T

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

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

I

That at Honolulu aforesaid, on or about the 9th day of
October, 1947, the said Defendant did make, execute and deliver
to Plaintiff, a promissory note in the sum of Four Thousand Three
Hundred and Fifty Three Dollars and Eighty Seven Cents (\$4,353.87),
a true and correct copy of which is attached hereto, marked Exhibit

"A", and made a part hereof. That Defendant has made no payment of interest thereon and has made no payments of principal save and except:

One Hundred Dollars (\$100.00) which was paid on January 10, 1948;

One Hundred Dollars (\$100.00) which was paid on February 4, 1948;

One Hundred Dollars (\$100.00) which was paid on March 8, 1948;

One Hundred Dollars (\$100.00) which was paid on April 1, 1948; and

One Hundred Dollars (\$100.00) which was paid on May 3, 1948.

That there is now due, owing and unpaid thereon on account of principal the sum of Three Thousand Eight Hundred and Fifty Three Dollars and Eighty Seven Cents (\$3,853.87). That demand has been made upon Defendant for payment of said sum plus interest as provided in said note, but that Defendant has failed, neglected and refused to pay the same or any part thereof and neither the whole nor any part thereof has ever been paid.

WHEREFORE, Plaintiff demands judgment against said Defendant in the sum of Three Thousand Eight Hundred and Fifty Three Dollars and Eighty Seven Cents (\$3,853.87), together with interest, costs, and attorneys' commissions and prays that process in due form issue out of this Court citing and summoning Defendant to appear and answer this Complaint.

Plaintiff requests the Court issuing summons herein to insert therein a direction to the officer serving the same to leave a true and attested copy thereof, and of this Complaint, with the above named garnishee who is the attorney, agent, factor, trustee, debtor or employer of said Defendant, and to summon said garnishee to appear at the time and place in the summons appointed to disclose on oath as provided by

law.

Dated at Honolulu, T. H., this 31st day of July, 1943.

(S) Otto Degener
OTTO DEGENER, Plaintiff

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

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

(S) Otto Degener

Subscribed and sworn to before me
this 31st day of July, 1943.

Seal (S) Hattie Pang Lee
Notary Public, First Judicial Circuit,

Territory of Hawaii.

My Commission expires June 30, 1949.

EXHIBIT "A"

\$4353.87

October 9, 1947.

The CHENG HO TRADING AND EXPLORING COMPANY, LIMITED, promises to pay to the order of OTTO DEGENER the sum of \$4353.87 with interest at the rate of five per cent (5%) per annum on the unpaid balance from date until paid for value received, payable as follows: \$100.00 plus interest on the 1st day of January, 1948 and thereafter on the first day of each and every month until the said sum of \$4353.87 is paid in full. In case of default in any payment of interest or principal the entire debt shall immediately become due and payable at the option of the holder hereof.

The Cheng Ho Trading and Exploring
Company, Limited.

By: (s) Matilda P. Constable
Matilda P. Constable,
Its President

By: (s) Otto Degener
Otto Degener, Its
Secretary-Treasurer

In the Circuit Court of the First Circuit

TERRITORY OF HAWAII

OTTO DEGENER,

Plaintiff

CHUNG HO TRADING AND EXPLOR-
ING COMPANY, LIMITED,

Defendant

and

BISHOP NATIONAL BANK OF
HAWAII AT HONOLULU

Garnishee

Garnishee Summons

The Territory of Hawaii:

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

YOU ARE COMMANDED to Summon Chung Ho Trading and Exploring Company, Limited,

Defendant, in case it shall file written answer within TWENTY DAYS after service hereof, to be and appear before the said Circuit Court, at the term thereof pending immediately after the expiration of twenty days after service hereof, at Honolulu, City and County of Honolulu, and show cause why the claim of Otto Degener Plaintiff should not be awarded to him pursuant to the tenor of his annexed Complaint.

Notify said Defendant that if it fail to attend at the above named time and place, judgment will be entered against it ex parte, by default.

Plaintiff allege s that the Defendant is a Government Beneficiary within the meaning of Chapter 121 of the Revised Laws of 1935, (Chapter 164 of the Revised Laws of 1925) as per the annexed complaint. You are, therefore, directed to leave a true and attested copy hereof with

AND YOU ARE ALSO COMMANDED to leave a true and attested copy of this Writ with the above named garnishee, BISHOP NATIONAL BANK OF HAWAII AT HONOLULU

who is the attorney, agent, factor, trustee, or debtor, of the above named Defendant, or the person from whom the Defendant is in receipt of any salary, stipend, commissions, wages, annuity or pension, or at said garnishee usual place of abode, and to summon it to appear personally in said Court at the term hereof pending immediately after the expiration of twenty days after service or to file a written return on or before the expiration of twenty days after service hereof, and, on oath, discloses whether it has or at the time said copy was served had, any of the goods or effects of the Defendant in its hands and, if so, the nature, amount and value of the same, or whether it is, or at said time of service was indebted to the Defendant, and, if so, the amount and nature of such debt, or whether the Defendant is or at said time of service was in receipt from said Garnishee of any salary, stipend, wages, commissions, annuity or pension, and, if so, the amount or rate thereof.

NOTIFY THE SAID GARNISHEE named in the preceding paragraph, that upon default to attend at the time and place above mentioned, or to file such written return, execution will be issued against its estate for the amount of such judgment as the Plaintiff may recover against the Defendant as said Garnishee's own proper debt.

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

WITNESS the Honorable Presiding Judge of the Circuit Court of the First Judicial Circuit of Honolulu aforesaid this 31st day of July 1921

William C. Ing
Clerk.

Garnishee May Be Heard At Once. Sec. 4278, R. L. 1935. On notice to Plaintiff. Whenever any person summoned as a garnishee may be desirous of so doing, he may apply to the magistrate or any judge of the court from which the summons may have issued, and the magistrate or judge having caused reasonable notice to be given to the plaintiff in the action, shall proceed to take the deposition of the person thus summoned, and make such order as may be proper in the premises, at any time previous to the day appointed for hearing the cause, and the person so summoned as garnishee shall be taken to have obeyed the summons. If it shall appear that there are conflicting claims to any debt, goods or effects in the garnishee's hands, any time after the summons is served the garnishee may be permitted upon order of the judge or magistrate to pay into court any debts, goods or effects in his hands, less any reasonable costs and attorney's fees allowed by the judge or magistrate and the garnishee will thereupon be discharged. With or without payment into court, any garnishee may, where there are conflicting claims to any debt, goods or effects in his hands or any amount, make application for an interpleader order in the manner provided by section 4059 for defendants, and the judge or magistrate shall thereupon make all orders as appear to be just and reasonable. (L. 1876, c. 35, s. 11; R. L. 1925, s. 2839; am. L. 1933, c. 106, s. 1.)

NOTE: Governmental pensions are exempt from taxes, garnishment, attachment or execution. Sec. 4281, R. L. 1935 (Sec. 2846, R. L. 1925.)

Law No. 19222

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

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LIMITED,

Defendant,

and

BISHOP NATIONAL BANK OF HAWAII
AT HONOLULU,

Garnishee.

ASSUMPSIT

ANSWER

and

AFFIDAVIT

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

Attorney for Defendant

Law No. 19222

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

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LIMITED,

Defendant,

ASSUMPSIT

and

BISHOP NATIONAL BANK OF HAWAII
AT HONOLULU,

Garnishee.

ANSWER

Comes now CHENG HO TRADING AND EXPLORING COMPANY,
LIMITED, defendant above named, and for answer to the plain-
tiff's complaint, admits, denies and alleges as follows:

I

Defendant admits the execution and delivery to the
plaintiff of the promissory note referred to in paragraph I
of the plaintiff's complaint. Defendant admits that it has
made no payment of interest on said promissory note and that
it has made no payments of principal save and except those
listed in said paragraph I. Defendant denies that there is
due or owing on said note any amount save and except three
installments of principal in the amount of ONE HUNDRED DOLLARS
(\$100.00) each, due June 1, 1948, July 1, 1948, and August
1, 1948, and interest on the unpaid balances on said note.

Defendant alleges that prior to June 1, 1948, plaintiff advised defendant that plaintiff would not require prompt payment of installments of principal or of interest. Defendant alleges that it relied upon the plaintiff's aforesaid advice that he would not insist on prompt payment and therefore delayed payment of the June and July installments as aforesaid. Defendant alleges that it has heretofore tendered payment to plaintiff of the sum of FOUR HUNDRED SEVENTY AND 98/100 DOLLARS (\$470.98) representing installments of principal due June 1, July 1 and August 1, 1948, plus interest on unpaid balances as provided for in said note, but plaintiff has refused to accept said tendered payment or any part thereof.

WHEREFORE, having fully answered the plaintiff's complaint, defendant prays that said complaint be dismissed and that defendant do have and recover attorney's commissions and costs from the plaintiff, and that defendant have such other and further relief as to the Court may seem meet and just in the premises.

Dated at Honolulu, T. H., August 20, 1948.

CHENG HO TRADING AND EXPLORING
COMPANY, LIMITED

By (s) Constance de Bisschop
CONSTANCE de BISSCHOP, President

TERRITORY OF HAWAII }
CITY AND COUNTY OF HONOLULU } SS

CONSTANCE de BISSCHOP, being first duly sworn on oath, deposes and says: That she is President of CHENG HO TRADING AND EXPLORING COMPANY, LIMITED, a Hawaiian corporation, defendant in the above entitled action; that as such President she is authorized to, and does hereby, make this verification for and on behalf of said corporation; that she has read the foregoing Answer, knows the contents thereof, and that the same is true.

(s) Constance de Bisschop
CONSTANCE de BISSCHOP

Subscribed and sworn to before me this 20 day of August, 1948.

SEAL

(s) BEARD H. NEVINSON
Notary Public, First Judicial
Circuit, Territory of Hawaii.
My Commission expires: 7/17/51

Law No. 19222

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT

TERRITORY OF HAWAII

AT TERM

IN LAW

OTTO DEGENER,)

Plaintiff,)

vs.)

CHENG HO TRADING AND EXPLORING)
COMPANY, LIMITED,)

Defendant,)

ASSUMPSIT

and)

BISHOP NATIONAL BANK OF HAWAII)
AT HONOLULU,)

Garnishee.)

AFFIDAVIT

TERRITORY OF HAWAII)

CITY AND COUNTY OF HONOLULU)

SS

CONSTANCE de BISSCHOP, being first duly sworn on oath, deposes and says: That she is the President of CHENG HO TRADING AND EXPLORING COMPANY, LIMITED, a Hawaiian corporation, defendant in the above entitled action; that she makes this affidavit on behalf of the defendant; that she is cognizant of the facts herein stated; that the defendant has a good defense to said action, on the merits; that said defense is, in substance, the following: that prior to June 1, 1948, plaintiff advised defendant that plaintiff would not require prompt payment of installments of principal or of interest; that the plaintiff, by his said advice

to the defendant waived and is now estopped to assert his right to accelerate the time for payment of the promissory note on which he has brought suit; that the defendant has tendered to plaintiff payment of interest and of installments of principal due to date but plaintiff has refused to accept the same or any part thereof; that defendant remains ready, willing and able to pay said interest and installments due to date.

(s) CONSTANCE DE BISSCHOP
CONSTANCE DE BISSCHOP

Subscribed and sworn to before me this 20 day of August, 1948.

SEAL

(s) BERNARD H. LEVINSON
Notary Public, First Judicial
Circuit, Territory of Hawaii.

My Commission expires: 7/17/51

DEPUTY HIGH SHERIFF'S RETURN

Executed the within Writ of Attachment at Hon, T.H. on the 4th day of May, 1948 by attaching all the right, title and interest of the above named defendant in and to the following personal and real ppy, to-wit:

I further on the 5th day of May, 1948 at Hon, TH filed and recorded a copy of Cert of Attachment, Writ of Att and Notice of Att with the Bureau of Conveyances of the T of H, at 8:45 in the morning, a copy is hereby attached and marked Ex A and at the same time posted a copy of Cert of Att, Writ of Att and Notice of Att on the ppy at 1849-9th Ave Hone, TH and another copy at the Judiciary Bldg, Hon, TH, a copy at Hon Police Ct Lobby and at Hon Hale, known as City Hall at Hon, TH.

Served a true and attested copy of Complaint, Ex A, Motion for Att, Aff of Att, Bond on Att, Order, Writ of Att and Summons on Thomas Kozuki, and Betty Kozuki, herein named defs be delivering to each of them a copy thereof and at the same time showing each of them the original at Hon, TH, on the 4th day of May, 1948.

I further on the 7th day of May, 1948 at Hon, TH executed the within Writ of Att by levying upon all the shares of stock owned or held by the defs in an Hawaiian corp by delivering a copy of Notice of levy, Complaint, etc on its VP.

Dated at Hon

Certificate of Attachment

Notice is hereby given that pursuant to law and by virtue of the original Writ of Att issued out of the above entitled Ct in the above entitled cause, (a true copy of which is hereto attached), I, David P Seares, Dep High Sh of the T of H, have attached all the right, title and interest of the Defs above named in and to the following described ppy, to-wit:

Dated

*Notice of Att
Filed on the 5 day of May at 8:45 in the
morning*

Law No. 19222

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT

TERRITORY OF HAWAII

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LIMITED,

Defendant,

and

BISHOP NATIONAL BANK OF HAWAII
AT HONOLULU,

Garnishee.

ASSUMPSIT

Rec'd Aug 6/48

DISCLOSURE OF BISHOP NATIONAL BANK
OF HAWAII AT HONOLULU

Comes now BISHOP NATIONAL BANK OF HAWAII AT HONOLULU,
Garnishee herein, and by way of disclosure to the garnishee process
herein states that at the time of service of said process said
Garnishee was indebted to Defendant__ above named in the sum
of \$3.54 as shown by Commercial account under the name of Cheng
Ho Trading and Exploring Co., Ltd., and said Garnishee

~~and~~ is not now and at the time of service of process herein was
not otherwise indebted to said Defendant__, and said Defendant__
was and is not in receipt of any salary, stipend, wages,
annuity or pension from said Garnishee.

DATED: Honolulu, T. H., August 4, 1948.

BISHOP NATIONAL BANK OF HAWAII
AT HONOLULU

By *John S. Lake*
Its Vice President

Subscribed and sworn to before me
this 7th day of August, 1948.

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

**THE BONDING AND INSURANCE
AGENCY, Ltd.**

GENERAL AGENTS

UNITED STATES FIDELITY
AND
GUARANTY COMPANY
FIDELITY AND GUARANTY
FIRE CORPORATION

Home Offices:

BALTIMORE, MARYLAND

In case of LOSS, RENEWAL,
TRANSFER or Additional
INSURANCE

Telephone 54567

For Prompt Service

Safe DEPOSIT BOXES For Rent

NEWSHAM COMBINATION BILL SYSTEM PATENTED

Policy Expires

8/5/49

Honolulu 2, T. H.,

8/5/48

OTTO DEGENER

C/O HARRY BUSH, 2234 UNIVERSITY AVENUE

HONOLULU, T. H.

THE BONDING AND INSURANCE AGENCY, LTD.
COMPLETE BONDING AND INSURANCE SERVICE

Fort and Merchant Streets

P. O. Box 2968

Telephone 54567

Policy No.	Company	Covers on	Amount	Premium
	USF&G	ATTACHMENT BOND	\$8,000	80.00
	OTTO DEGENER, PLAINTIFF, VS. CHENG HO TRADING & EXPLORING CO., LTD., DEFENDANT, & BISHOP NAT'L BANK OF HAWAII, GARNISHEE			

AUG 5 1948

THE BONDING AND
INSURANCE AGENCY, LTD.

Commencement

8/5/48

Received Payment

BY

By

19

CIRCUIT COURT, FIRST JUDICIAL CIRCUIT
TERRITORY OF HAWAII

No. 10083

RECEIVED FROM Hughes & Ingman \$21.00 (check)
FOR Costs L.19222 - Degener vs Cheng Ho Trading & Exploring
Co., Ltd.
2 service's, 1 garnishee

	DATE	CLASSIFICATION	AMOUNT	ACCOUNT

JUL 31 1948

F. J. O'Leary

CLERK

LAW NO. 19222

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

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LIMITED,

Defendant,

and

BISHOP NATIONAL BANK OF HAWAII
AT HONOLULU,

Garnishee.

ASSUMPSIT

MOTION FOR WRIT OF ATTACHMENT
APPIDAVIT
ATTACHMENT BOND
ORDER FOR WRIT OF ATTACHMENT
WRIT OF ATTACHMENT

HUGHES and INGMAN
423-426 Damon Building
Honolulu, T. H.

Attorneys for Plaintiff.

LAW NO. 19222

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

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHEUNG HO TRADING AND EXPLORING
COMPANY, LIMITED,

Defendant,

and

BISHOP NATIONAL BANK OF HAWAII
AT HONOLULU,

Garnishoe.

ASSUMPSIT

MOTION FOR ATTACHMENT

Comes now OTTO DEGENER, Plaintiff above named, by
HUGHES and INGMAN, his attorneys, and moves the Court
that a writ of attachment issue in the above entitled
action.

This motion is based upon the record herein and
the affidavit of attachment filed herewith.

Dated at Honolulu, T. H., this 5th day of August,
1948.

OTTO DEGENER, Plaintiff

By: HUGHES and INGMAN

By: Winston C. Ingman

Attorneys for Plaintiff

LAW NO. 19222

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

AT TERM

IN LAW

OTTO DEGENER,

Plaintiff,

vs.

CHING HO TRADING AND EXPLORING
COMPANY, LIMITED,

Defendant,

and

BISHOP NATIONAL BANK OF HAWAII
AT HONOLULU,

Garnishee.

ASSUMPSIT

AFFIDAVIT OF ATTACHMENT

TERRITORY OF HAWAII,

CITY AND COUNTY OF HONOLULU.

SS.

OTTO DEGENER, being first duly sworn, on oath, deposes
and says:

That he is plaintiff in the above entitled cause; that
the above entitled action is now pending in the said Court
and has not been prosecuted to judgment; that the above
named defendant is indebted to plaintiff, in the sum of
\$3,853.87 over and above all just credits and offsets, and
that the attachment herein requested is not sought, and the
above named action is not prosecuted to hinder, delay or
defraud any creditor or creditors of the said defendant.

OTTO DEGENER

Subscribed and sworn to before me
this 5th day of August, 1948.

Notary Public, First Judicial Circuit,
Territory of Hawaii.

My Commission expires June 30, 1949.

LAW NO. 19222

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

AT TERM

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LIMITED.

Defendant,

and

BISHOP NATIONAL BANK OF HAWAII
AT HONOLULU.

Garnishes.

Upon reading and filing the above and foregoing Motion for Attachment, Affidavit of Attachment and the Attachment Bond annexed hereto.

IT IS HEREBY ORDERED that a WRIT OF ATTACHMENT shall forthwith issue as prayed for, and the sufficiency of the Bond and surety is hereby approved.

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

JUDGE OF THE ABOVE ENTITLED COURT.

LAW NO. 19222

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

AT TERM

IN LAW

OTTO DIEGENER,

Plaintiff,

vs.

CHENG HO TRADING AND EXPLORING
COMPANY, LIMITED,

Defendant,

and

BISHOP NATIONAL BANK OF HAWAII
AT HONOLULU,

Garnishee.

ASSUMPSIT

WRIT OF ATTACHMENT

THE TERRITORY OF HAWAII:

To the High Sheriff of the Territory of Hawaii, or
his Deputy, the Sheriff of the City and County of Honolulu,
or his Deputy, or any Police Officer:

WHEREAS, the above entitled action was commenced in the
above entitled Court by the above named plaintiff in said
action to recover from the defendant the sum of \$3,853.37,
with interest, costs, attorneys' commissions, and necessary
affidavit and bond herein having been filed as required by
law.

NOW, YOU ARE THEREFORE COMMANDED to attach and safely
keep in the manner provided by law so much of the property
of the defendant within the Territory of Hawaii not exempt
from attachment, as will be sufficient to satisfy the said
plaintiff's demand, as above set forth, and make due return
of your doings hereunder.

WITNESS my hand this _____ day of August, 1948.

Clerk of the above entitled Court

Jan	10	—	19 48
Feb	4	—	19 48
Mar	8	—	19 48
April	1	—	19 48
May	3	—	19 48

Book VI

A

\$4353.87

October 9, 1947

The CHENG HO TRADING AND EXPLORING COMPANY, LIMITED
promises to pay to the order of OTTO DEGENER the sum of
\$4353.87 with interest at the rate of five per cent
(5%) per annum on the unpaid balance from date until paid
for value received, payable as follows: \$100.00 plus
interest on the 1st day of January, 1948 and thereafter
on the first day of each and every month until the said
sum of \$4353.87 is paid in full. In case of default
in any payment of interest or principal the entire debt
shall immediately become due and payable at the option
of the holder hereof.

The Cheng Ho Trading and Exploring
Company, Limited

By: MS
Matilda P. Constable,
Its President

By: MS
Otto Degener, Its
Secretary-Treasurer