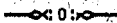


SEAMEN IN BOMBAY

9



Report of an Enquiry into the Conditions
of their Life and Work

WITH

Appendices containing other valuable
information.



1928.



Price 8 Annas.

PREFACE.

The problem relating to the unemployment among the seamen in Bombay having become very acute, the need for an enquiry into the conditions of employment of that class of workers was keenly felt. The Social Service League, Bombay, undertook the enquiry, so that, if possible, measures to mitigate the evil might be suggested. The investigation work was entrusted to Mr. P. G. Kanekar, one of the workers of the League. The result of that enquiry is given in the following pages. It is hoped the facts as disclosed in the course of the enquiry will indicate the causes that have contributed to the intensity and aggravation of unemployment among the Bombay Seamen.

In order that the reader may also have a general idea of the conditions of work and employment of seamen in this country information regarding the systems of Recruitment of Seamen at Bombay and Calcutta, existing Legal Measures for the Protection of Seamen, Draft Conventions and Recommendations adopted by the International Labour Conference with regard to Seamen, and the Resolutions passed in the Indian Legislative Assembly regarding those Draft Conventions and Recommendations, has been given in this pamphlet in the form of appendices. This information is, of course, not exhaustive, but is intended for the benefit of those who wish to know something about the subject, in a short compass. In the absence of any book containing information on all these aspects of the problem, this pamphlet is offered as a modest attempt to supply a longfelt want.

The institution of the enquiry and the publication of this pamphlet were made possible through the help received from the Bombay Labour Organisation Fund and from the Bombay Branch of the Servants of India Society out of the amount paid by the National Liberal Federation for organising labour.

Bombay, }
9th July 1928. }

N. M. JOSHI

The Report of the Enquiry into the Unemployment among the Seamen in Bombay.

PAREL, BOMBAY,

Dated, 19th December 1927.

To

N. M. JOSHI, Esq, B.A., M.L.A., J.P.,
General Secretary, Social Service League,
Sandhurst Road, Girgaon, BOMBAY.

Sir,

As desired by you I undertook the work of making enquiries regarding the condition of seamen in Bombay. I saw Mr. Syed Munawar, B.A., M.L.C., the General Secretary of the Indian Seamen's Union, who introduced me to some members of the staff under him. They helped me in finding out the seamen's lodgings.

I visited in all 26 lodging-houses of seamen in various localities. The persons who were approached by me belonged to different classes both as regards the nature of their employment and their native places they came from or the creeds they professed. There were saloon workers, deck workers and engine-room workers, and they consisted of Goans, Konkani Mohmedans, Kharwas, Punjabis and Mohmedans from Malabar, South Kanara and Bengal. There were also some Bombay Mohmedans and a few from Muscat. The total number of statements taken from the seaman was 243.

Here I wish to set forth my impressions and to give a summary of the result of the Enquiry, which, I hope, will be of some use to the Indian Seamen's Union and also to the authorities who are concerned in this matter.

A WORLD WITHIN THE LABOUR WORLD.

Maritime labour in Bombay has some peculiar characteristics. The seamen form a world which is different in certain respects from the other labour world, say for instance, the textile labour. Most of the seamen, even though married or having women dependents, do not bring their families here, but live in their clubs or lodging houses. Employment is uncertain and there are long spells of unemployment in the cases of seamen. As it is not easy to secure employment hundreds of seamen are always waiting for their turn. They have to wait for months together and in some cases I found they have been waiting for years. The uncertainty of employment and long waiting periods naturally land a number of the men into indebtedness and the facts as disclosed in the enquiry point to a very unsatisfactory condition. Complaints about bribery and corruption are universal.

Maritime labour in this city is as cosmopolitan as the city itself. Most of the seamen are illiterate and speak different dialects among themselves. It being thus a heterogeneous body there is no bond of unity except that of their common interests as employees. The lodging-houses of seamen are scattered over a large part of the city. It is, therefore, no wonder that the seamen in Bombay were till recently unorganised, only the saloon workers who are Goanese having had a union of their own.

It was not quite easy to collect the necessary information. Such enquiries are generally looked upon with suspicion by the illiterate and unorganised workmen. Even all those who have joined the Union are not bold enough to state facts. Having been exploited and subjected to high-handed treatment by the intermediaries and others and being afraid of the fact of their having given statements reaching their exploiters, not a few were reluctant to state their grievances regarding corruption.

THE GOANS.

These seamen come from Goa which is a Portuguese territory on the western sea coast. Generally they are employed as saloon workers. Their lodging houses or clubs are called *Kurs*. The members of each Kur belong to a particular village in Goa. There are among the members seamen as well as other men employed in Bombay or in search of employment; in short, all men from that village who have no families here stay in the Kur. Some of these *Kurs* are very big. It is a communal and not an individual concern. There is no profiteering. The bond of unity is very strong. The club is run on co-operative lines. Regular account books are kept; also there are regular registers of members. Belonging to one particular village, the members know one another and are always inspired with a sort of local patriotism. Some of the *Kurs* are so big that large buildings are occupied by them, paying Rs. 500 or Rs. 600 as monthly rent. In some *Kurs* a member has to pay the rent even for the period during which he is absent from Bombay; there are also men who are non-members and who pay rent only while they stay in the Kur, but they cannot claim certain privileges which are meant for members only. These privileges are in the form of concessions and benefits, and even though the members have to pay the rent while they are absent from Bombay, they are not losers. As there is no profiteering, the funds of the Kur are utilized for the benefit of the members. Some *Kurs* have death benefit schemes and along with that they advance loans at an easy rate of interest to their needy members. This interest is generally from 5 to 9 p. c. p. a. It is very rarely that a Goanese seaman borrows money from a Marwari. Some borrow from their friends and relatives who are better off, in which case no interest is charged on the loans. Some borrow from the Kur fund or from men who are their acquaintances or from the money-lenders in their villages

whose rate of interest is moderate as compared with that charged by Marwaries. Those who pledge jewellery have to pay interest at a lower rate than those who pass only promissory notes.

The monthly rent a seaman living in a Kur has to pay ranges between Re. 1-4 and Rs. 2. Boarding is optional. Some take their food in the Kur and some outside. Even those who take their meals in the Kur have to pay cash daily for them. Some of them take only two meals in the club and take breakfast and tea elsewhere *i. e.* in restaurants. The monthly food charges of a Goanese seaman vary from Rs. 16 to Rs. 30. Generally most of these men are compelled, owing to unemployment, to remain half-starved. In one Kur I was told that for two meals daily the monthly charges were only Rs. 7. How poor the diet must be, can very easily be imagined. Not a few had to be satisfied with this diet which must naturally be quite inadequate in quality and quantity alike.

The Kur organisation is a great blessing to the Goanese seamen, but for which their condition would have been still more unhappy. It affords them all the amenities and facilities of a corporate life and imbues them with a spirit of co-operation which cannot be found in any other class of seamen in Bombay. The Goanese are Roman Catholic Christians and they celebrate the festivals of the patron saints of their village in the Kura where usually a small shrine can also be found. The Kur thus serves as a chapel also. Morning and evening prayers are offered before the shrine. Usually candles of pure wax and old-fashioned Indian brass lamps are placed before the shrine.

I took down 109 statements at different Kura. Though the Goanese have not to pay interest on loans at an exorbitant rate of interest and some are even able to borrow without interest, I found only two men who were

free from indebtedness. This universal indebtedness must be partly attributed to unemployment and partly to the costly marriage customs prevailing in the community. When a girl is to be married her father has to pay a large sum as dowry to the bride-groom. Even a poor Goanese cannot marry off his daughter without incurring the expenditure of Rs. 500 to 600. Rs. 2000, however, is the common amount of dowry. Although the Goanese as a class are a very thrifty people, these costly social customs land them into indebtedness. Fathers have to mortgage their houses and lands for raising amounts to meet the expenses involved in their daughters' marriages. The serious unemployment that prevails at present has considerably aggravated the condition of men with large families. I do not know where these people would have been in these days but for their Kur organisations and the admirable spirit of thrift and co-operation they inherit.

Unemployment. I visited 10 KURS in all. The total membership of these clubs is 1927. Out of these members 443 were in Bombay, 773 were in their native villages in Goa and 711 were employed on the sea at the time of this enquiry. The extent of unemployment among the saloon-workers cannot be gauged by taking into account merely the number of the unemployed saloon workers in Bombay. A much larger number of the people are staying at their native villages, knowing that they would not be able to get jobs in Bombay should they come over here. If they have to remain unemployed it is better for them to stay in their native villages than in Bombay where the cost of living is comparatively higher and where they have to pay hard cash for everything.

Out of the 109 Goans who gave statements to me very few were recently discharged, though I had taken care not to pick up only such persons as were unemployed for a long time. Many have been unemployed for several months and not a few without employment for over a year.

Some have been unemployed during the last three or four years. These men have been in Bombay from time to time and returned to Goa after fruitlessly waiting for a job. I came across a very sad case of unemployment at one of the Kurs. A man, about 30 years old, with wife and two children as dependents, has been without employment during the last four years. Since his discharge from the last trip he has been all the while in Bombay. Before that he had some ornaments belonging to his wife and some gold in the form of rings on his person, besides a watch with gold chain and good clothes. Now all these things are lying with Marwari money-lenders. His debts amount to Rs. 500, and he has to pay interest at the rate of 72 per cent. on a portion of the amount and at 108 per cent. on the remaining portion. When I saw him he was "down-and-out". He had no clothes except those rags which he was wearing at the time and had no shoes. He shed tears while describing his condition and those who were present in the Kur at the time bore testimony to what he said. It was the only instance which had come to my notice of a Goan borrowing money from a Marwari money-lender.

Complaints.—The saloon-workers who gave statements, one and all, told me that they had formerly to pay nothing as bribe or commission for securing jobs. But latterly, they complained, they were being asked for money if they wanted employment, the amount asked for being one month's wages each time. That the recruitment of saloon crews is effected through the Seamen's Union appeared to have been a ground of universal complaint. I was informed that Mr. Ligorí Pereira who is an employee of Messrs. Mackinon Mackenzie & Co., the agents for P. & O. and B. I. S. N. Coa., plays an important part in the recruitment of saloon crew for the P. & O. Co.'s ships through the Seamen's Union, Bombay, of which he is the President. Most of the Goanese seamen who gave statements to me

are members of the Indian Seamen's Union and they complained that the main cause why they had to remain without employment so long was that they belonged to the Indian Seamen's Union and not to the Seamen's Union. The unemployment may be partly due to the excess of supply of men over the demand for them, but it seems to be an undeniable fact that the rivalry between the two Unions and the power the leaders of the Seamen's Union possess in the matter of distributing jobs is responsible to a great extent for the discontent prevailing among a large number of Goanese seamen. Most members of the Indian Seamen's Union are its staunch adherents but a few have become members of the other Union too, without resigning the membership of their old Union, for the purpose of pleasing the leaders of the other Union and thus succeeding in getting employment. Some of the men told me that they were asked to join the Seamen's Union when they went to seek employment. Those who become members of that Union are not, however, sure of getting jobs unless, they said, they paid something to some persons. A man recently discharged said he had paid Rs. 15 for securing his last job. Another man, who is a 2nd cook and has put in 20 years' service as a saloon-worker in the P. & O. Co. complained that at the time of his last employment he had paid Rs. 12 as subscription of the Seamen's Union, but as soon as his ship returned to Bombay he was asked to pay Rs. 20 in addition, which he refused to do and he was, therefore, discharged. I heard such complaints at most of the Kurlas I visited in the course of my investigations. Even if an allowance is made for allegations arising out of disappointment and semi-starvation resulting from unemployment extending over long periods, the state of affairs as disclosed in the enquiry is, no doubt, unsatisfactory to a degree. The very fact that an official in the employ of the biggest shipping company, having power to provide employment,

is connected with a Seamen's Union as its President is suspicious in itself. Either the Union of which he is the president must be a semi-official Union set up with the aim of introducing dissensions among the workers and of harming a genuine union movement, or the Company must be ignorant of the fact that one of their officials is connected with one of the Unions. I do not believe that the latter case is possible. Apart from the fact that the President of one of the Unions has in his power to confer jobs upon applicants, that one man should have such power in the administration of such a big company is itself a thing against public interests. A man having such power is naturally beset with temptations.

THE KHARWAS.

These are the only Hindu seamen in Bombay. They come from Surat, Daman and the adjoining territory. They are deck workers. There are a few lodging houses (lattis) of Kharwas in Bombay. I found only two Kharwa lattis and at two or three places, where there were formerly Kharwa lattis, I was told that they were no longer in existence, as the members thereof had left for their native villages seeing no prospects of employment here. The native villages of Kharwas being at a short distance from Bombay they generally go there as soon as they are discharged and come here when they are informed by their serang of jobs being available to them. The difficulty of obtaining employment renders them still more disinclined to stay in Bombay. Each member paid Re. 1-4 at one latti and Rs. 2 at the other as monthly rent for lodging. The average monthly food expenses amounted to Rs. 15 or 16. The diet of these people appeared to be very poor in nutrition. At one of these lattis food was being cooked when I went there.

I was able to take down statements of only 12 Kharwa seamen. These people appeared to be exceptionally timid.

At first they were very unwilling to supply me with any information regarding their condition, especially with regard to the question about corruption. They were afraid of incurring the displeasure of the brokers and their men. They perhaps thought that if they stated their grievances and complained about the bribes that were demanded from them, their names would be put in the black list, should the brokers or their men come to know the fact, and that it would be impossible for them to obtain employment in the future. It was, therefore, with a great difficulty that I could induce a dozen of the men to give me statements. At one of these two Lattis a serang, though unemployed for the last 7 months, refused to give me his name.

Only one man was found to be free from indebtedness. Those who are indebted pay interest on the loans at the rate of 12 p. c. to 36 p. c.

Unemployment. The extent of unemployment among the Kharwa seamen can be judged from the fact that at one of the Lattis visited by me the number of members then staying in Bombay was 60, the number of those employed abroad was 350 and the number of those who were at their native villages was about a thousand. The total membership of the other Latti was 264, out of whom only 14 were staying in Bombay, 50 employed on the sea and about 200 at their native villages.

A tindal has been continuously in Bombay for about a year in search of employment, the total period of his unemployment since his last job being 3 years and 6 months. A deck serang has been unemployed for 5 years and 11 months. Two men were found to be recently discharged, but before their last engagements they had long spells of unemployment, each extending over a year.

Complaints. These people stated that each time Rs. 100, or so had to be paid to the brokers' men by a serang or sukani who in turn received Rs. 10 to Rs. 15.

from each man under him. A sukani has about 20 men under him. A man who had formerly worked as sukani or tindal had to accept a winchman's job. He preferred a job of lower grade to starvation. Still he has been out of employment during the last 3 years and 10 months. He had the misfortune to meet with an accident which has resulted in one of his feet being injured. He is told that he cannot be given any job as he is physically unfit. It must, however, be noted that the same man had succeeded in securing employment after he had met with the said accident. On the service-sheet (*nali*) of a deck serang I found acknowledgement of receipt of Rs. 3 as renewal fee but the owner of the *nali* said that he had actually paid Rs. 5-8.

THE KONKANI MUSSALMANS.

I visited 6 Lattis of the Konkani Mohamedan seamen and took down 37 statements. These men are mostly engine-room workers, and originally belong to the Districts of Ratnagiri and Kolaba. I found men from Alibag, Mahad, Goregaon, etc., in Kolaba District and from Dapoli, Harnai, Dabhol, etc., in Ratnagiri District and also from Murud and other village in the Janjira State. Most of the members were Konkani Mohamedans, but Mohemadans from other parts of the country are also admitted. I found one man from Nagpur and another from Sylhet. The lodging houses are privately conducted and there is no regular membership. The monthly rent per man is Re. 1 or a little more. The food charges come to about Rs. 20 or 25 per month. In most of the Lattis only lodging accommodation is provided and each man makes arrangement for his meals outside. In a few Lattis meals are prepared and the expenses are divided among the members. This is possible only when the members come from the same village or know one another intimately. Out of 37 persons only 8 were found to be free from indebtedness. They were recently discharged. Some of them have small pieces

of land of their own in their villages and generally take loans from the village money-lenders. The rates of interest range between 12 per cent. and 150 per cent. Many of these men, however, have to pay interest at the rate of between 12 per cent. and 36 per cent.

Unemployment. I found a number of men who were out of employment for months, and some who were without employment for over a year.

Complaints. A coal-trimmer who had made only one trip had to pay Rs. 10 to a ghat serang. Besides, he paid Rs. 6 for his *nali* (Rs. 3 in the shipping office and Rs. 3 to the ghat serang). His wages were Rs. 21 P. M. I was told that the general practice is for a coal-trimmer to pay Rs. 10 and for a fireman Rs. 10 to Rs. 15 to a ghat serang. Kassabs, coal trimmers, firemen, oilmen and donkey-men have to pay commission for their jobs. Some tindals offer commission to a ghat serang while others do not. A fireman (whose native place is Sylhet) told me that at the time of his last employment the ghat serang demanded Rs. 16 from him while from others he received only Rs. 10. As the fireman refused to pay that much his *nali* was retained and he was asked to pay Rs. 16 if he wanted the *nali* back. Now the same ghat serang demands Rs. 20 from him. As the fireman is without his service sheet he is unable to obtain any job as seaman. A serang complained that some weeks back when he was about to be signed on he was asked to return to the shore with his men, though he had incurred the expenditure of some thirty rupees to take out the crew to the steamer. Another serang was then engaged in his place. The cause why he was thus treated was that he had refused to pay anything to the ghat serang. Another serang said that each time he has to pay Rs. 10 each to three ghat serangs, Rs. 5 each to four clerks in the office and Rs. 100 to Rs. 200 to the Chief Engineer of the ship. He recovers this amount from the crew under him. A third serang said that each time

he has to pay at least Rs. 5 each to two clerks, Rs. 10 each to three ghat serangs, Rs. 20 to some other people, Rs. 200 to the chief Engineer and Rs. 100 to the Assistant Engineer of the Ship.

MOHMEDANS (MISCELLANEOUS).

The Mohmedan seamen from Bombay itself and from Malabar, South Canara and Bengal as well as those from Muscat and other places are included in this group. They are either deck workers or engine room workers. Most of the men from Malabar and South Canara are deck workers. I visited three Lattis of these men and took down 36 statements in addition to 6 individual statements of men belonging to the same class. The usual rent at the lodging houses per head is Rs. 2. In the case of one Latti the rent for the first month was Rs. 4 and monthly Rs. 2 afterwards. There are no boarding arrangements in these Lattis. Each man makes his own arrangement, the average food expenses per man being about Rs. 20 or more per month. The lodging houses are private concerns. Many of these men were indebted to Marwaris and other money-lenders, the rates of interest varying between 37½ P. C. and 150 P. C. Some men from Malabar and South Canara were indebted to the money-lenders in their villages too.

Unemployment. The proportion of unemployment among these men is nearly the same as among the Konkani Musalmans. Out of the 42 men who gave their statements to me a few were out of employment over a year. Except the Bombay Mohmedans all of these men come over to Bombay from distant places and a prolonged unemployment results in great hardships in their cases. I came across an old *Sidi* serang, originally a native of Muscat, who has been out of employment during the last five years. He is at present living on the charity of his friends. His debts amount to about Rs. 200. This 'old salt' has been a seaman for the last thirty years. A few of these men try

to get jobs on daily wages in the docks, but such casual employment is also very difficult to obtain.

Complaints. A fireman serang complained that sometimes he had to offer bribes to the engineers of ships, the minimum and maximum amounts being Rs. 100 and Rs. 250 respectively. The same complaint was repeated by some other fireman serangs. A deck serang complained that he had to offer commission to the ghat serang as well as to the ship's officer, the minimum amount being Rs. 50 in each case. A 1st tindal of deck crew who was formerly a serang but had to accept a lower job for want of suitable employment, stated that he had to pay each time Rs. 25 or Rs. 30 each to three ghat serangs and sometimes to the officer of the ship as well. A fireman said that he had to pay about Rs. 7 to the serang and Re. 1 to the ghat serang. A 2nd tindal (engine-room) said he had to pay each time Rs. 12 or Rs. 14 to obtain a job. The complaints of other firemen, tindals, etc. were the same, only the amounts varying a little. One tindal (engine-room) said he had to pay Rs. 20 to the serang and Rs. 2 to the ghat serang. Deck lascars and Kassabs said that an amount equal to or even a little more than one month's wages was demanded from them by the ghat serangs for providing them with jobs. None of the men said it was possible to obtain employment either on the deck or in the engine room of a ship without offering bribes.

THE PUNJABIS.

A large portion of the engine crew consists of the Punjabi seamen. I visited 4 lodging houses of these men in the course of the investigation and took down 43 statements. The Punjabi lodging-houses are called the *Deras* and they are conducted privately. In Punjabi *Deras* visited by me the districts of Rawalpindi, Jullunder, Amritsar, Firozpur, Ludhiana and Campbellpore were represented, and there were also men from Quetta,

Mirpur and Kashmir. There were no boarding arrangements in any of the Deras, the seamen taking their meals in hotels. Each man has to pay Re. 1 per month as rent and his food charges come to over Rs. 20 p. m. There was no sufficient accommodation in the Deras which were primarily meant for keeping the seamen's kits in and also as sick rooms for such of the members as were in need of them. Most of the members sat in groups in courtyards of the chawls, at street corners and on footpaths and at night slept on *charpoys* placed on footpaths or at roadsides. As compared with Kurs and Lattis, the Deras are very poor. In addition to the extremely insufficient accommodation, the buildings in which they are located are worse and the surroundings more insanitary.

I found among the 43 Punjabis who gave me statements only four men who were free from indebtedness, and there were 4 others who were indebted but lived on their savings from their recent employment, at the time of the enquiry. The lowest amount of debt was Rs. 12 and the highest Rs. 4,000. Indebtedness to the extent of Rs. 100 to Rs. 500 was very common. Only a few men borrowed from friends and relatives and thus had to pay no interest on their loans. Some took loans from Marwaris in Bombay and also from the money-lenders in their province. The lowest rate of interest was 25 p. c., but the majority paid interest at the rate of 150 p. c. Some paid at 75 p. c. also.

Unemployment. Many of these seamen were found to have been tired of waiting for employment, but were helpless to return to their native places, owing to want of funds to meet railway expenses. I was told that some Punjabis become desperate after fruitlessly waiting for employment, and try to travel without railway tickets. The unemployment problem is very serious among these people. I came across an engine room tindal, about 58 years old, having begun seaman's life some 30 years back. From his service-sheet and from what he said I found that he was without

employment for the last 17 years and 6 months. During this period he came several times to Bombay and returned to his native place after fruitless searches for employment. He was living on debts. He owed to money lenders Rs. 500 in Bombay and about Rs. 1000 at his native village. He was a father of 4 children. He said he was receiving urgent letters from home asking for remittances and recently he had received a letter informing him of the arm fracture of one of his daughters. He was unable either to go home or to send any money. There was another case of a similar nature. He was a fireman and was out of employment during the last 9 years and 7 months. Another fireman began a seaman's life about 12 years ago and has been out of employment during the last 11 years, having made only two trips in 1915-16. In 1916 he left for the Punjab and returned here after some time. He stayed in Bombay for 15 months and getting no job returned to his native place. He did not want to come to Bombay, but straitened circumstances drove him here again. When I saw him he had been in Bombay for only a fortnight. A third fireman began a seaman's life about 7 years back, but was out of employment for the last 6 years. In the first year of his career he made three trips. Since then he has been in Bombay off and on. At the time I saw him he was in Bombay for the last seven months. Instances of unemployment extending over half a year, a year or two years were very common. Most of these men have been in Bombay all the while on the look-out for jobs. I may also mention here that I found several Punjabis who had accepted service in the Army during the Great War and had gone to the front. They became seamen after they were discharged from the Army in the process of demobilization. These men do not receive any better treatment than the others, so far as employment is concerned.

Complaints. A tindal has to pay at least a month's wages to secure a job. Usually the amount is between Rs. 50 and Rs. 100. A coal trimmer complained that at the

time of his initiation as seaman he had to pay Rs. 40 and afterwards he paid only a month's wages as bribe. His monthly wages are Rs. 24. Another coal trimmer who was only 20 years old told me that he got a job after six months' stay in Bombay. He had to pay Rs. 40 in advance and Rs. 20 on receipt of his first month's wages. The job lasted for 3 months and a week only. He received Rs. 21 p. m. That was his first and last job, he being without employment during the last 4 months. This means that the boy got only Rs. 7 or 8 for $3\frac{1}{2}$ months' service in addition to his meals during that period. He had contracted debts for his journey to Bombay, for his maintenance during the waiting period and during the period of unemployment after he was discharged. He is indebted to the extent of Rs. 350 on which amount he has to pay interest at the rate of 150 p. c. A similar story was narrated by another coal trimmer. He said he had to accept jobs as seaman for his meals only, little of the cash received by him as wages remaining with him as he had to gratify several men. A fireman complained that his last employment lasted for 2 months and three weeks, that he had to pay as bribe a month's wages and that he was discharged because he refused to pay more. Another fireman said he had to pay $1\frac{1}{2}$ month's wages for his last job. Three men alleged that they had to pay two months' wages for their last jobs. One said that his last job lasted for a month only and that he paid the whole amount of his wages as bribe, and thus practically he worked merely for his daily food. Another coal trimmer said that he had paid 3 months' wages for his last job which lasted for 11 months. A 2nd tindal complained that he had to pay Rs. 40 for his last job while his monthly wages were only Rs. 37.

REFLECTIONS AND SUGGESTIONS.

Before I set forth my reflections and suggestions I may be allowed to state that whatever information was

verifiable from the service-sheets (nalis) of the seamen making their statements, was verified by me. I took down the statements of some 5 or 7 men who had not their *nalis* with them at the time, but in these cases I took care to cross-examine the men when I felt any doubt and also to take corroborative evidence from the other members of the club. I also took every possible care to find out the facts whenever I suspected that the man was making exaggerations or concealing some essential facts. All the same, some inaccuracies in the statements might have escaped detection. Nor would it be accurate, I admit, to strike averages on the strength of the 243 statements, this investigation being not a regular census. In certain respects, however, this enquiry being more intensive may be found to be more useful than an ordinary census regarding unemployment.

Causes of Unemployment. The problem of unemployment is essentially a national problem. It is not confined to a particular province or a particular industry. Unemployment among the seamen cannot be isolated and treated effectively. That men from the Punjab and the North Western Frontier and also from such places as Allahabad, Delhi, Nagpur, etc. come to Bombay to seek employment as seamen points to the fact that they are unable to get employment on land. They are not seafaring men by habits, traditions and tastes. They become seamen only because they are unable to get better employment. The maritime labour market in Bombay has thus become more congested. There is the law of demand and supply. The supply of men for saloon, deck and engine room work exceeds the demand for them and the trade depression prevailing at present has made matters still worse. Unemployment is so widespread and severe among the seamen that it constitutes a great menace to peace and order in this city. It is really creditable to the Punjabis and others that the number of crimes against property with or without violence in this city is not greater than it is at present.

Remedies. It will not, however, be advisable to wait till the problem of unemployment is tackled on a nationwide scale. It is possible to mitigate some of the evils of unemployment by rationalising the methods of recruitment of seamen.

The present methods are very defective and afford large scope for corruption. The allegations made by seamen against the man who is entrusted with the work of recruitment of saloon workers in the P. & O. Company, against the ghat serangs, and against a number of officers and engineers of ships are very serious and I am inclined to believe that those allegations may be substantially true. I was reluctant to believe that so many officers and engineers of ships took bribes from the serangs and that the amounts demanded by them were so heavy. I closely cross-examined several persons on this point and tried my best to find out the truth. I do not think that it is always an excuse for a serang to secure levies from the men under him. Some of the serangs might be pocketing a small portion of the amount, but there is no doubt that the bulk of the amount is paid by them to the officers or engineers as the case may be. It is alleged by one and all that the jobs of deck serangs and firemen serangs are given to the highest bidders. This was evidenced also by the fact that a few men managed to secure one job after another without remaining unemployed for a long time. I could see this from their *nalis*. These men try to obtain employment as soon as they are discharged. Having cash in their pockets they can afford to offer handsome amounts as bribes. This means that those who are the hindmost in the race for employment have to remain so for ever. Thus those who are really needy are always neglected. The larger the supply of men the greater are the opportunities for those who have it in their hands to distribute jobs to extort money from the applicants. The Union can stop these

practices by asking its members to boycott the particular ships, but in the present condition of the Union it is nearly impossible. It is, therefore, for the Government to keep a strict watch and bring the offenders to book.

As regards the present broker-system its evils are patent and it deserves nothing short of total abolition. An Employment Bureau as recommended by the Clow Committee should remedy some of the present evils. The present system has brought into existence large and powerful vested interests which cheat the seamen out of their due remunerations. These intermediaries are unnecessary and they exercise an undesirable influence over the selection of crews.

Several instances of the fleecing of seamen in respect of renewal of their service-sheets (*nalis*) came to my notice. Most of them have to pay much more than what is legally due from them as renewal fee. It is a small matter comparatively, but in these days of unemployment even an amount of Rs 3 or so saved is some relief to a starving seaman. The Union can undertake the work of getting the service-sheets of its members renewed and put a stop to this evil to a certain extent.

Before concluding I may urge the setting up of Advisory Committees of representatives of ship-owners and seamen as contemplated by the Genoa Convention as early as possible. Some such machinery is necessary to deal with the present problem and those that may arise in future from time to time.

I beg to remain,

Sir,

Your most obedient servant,

P. G. KANEKAR.

APPENDIX I

The Systems of Recruiting Seamen at Bombay and Calcutta.

BOMBAY.

A crew on board ship is organised in three groups—the deck crew, the engine crew and the saloon crew. The deck crew may be either Hindu or Mussalman. The Hindus mostly come from Surat and its neighbourhood; a few come from Div and other places on the coast. The Mussalmans come chiefly from Bombay and Ratnagiri. Others come from Daman or Malabar, and there are a few Maldivis (from Maldiva and Laccadive islands). The engine-room crew is always Mussalman. The chief classes are the Bombay Mussalmans, the Konkansis, the Punjabis, and the Pathans (from the North-West Frontier districts and beyond). The latter two classes are recruited only by the Peninsular and Oriental Company. An Indian deck crew is occasionally taken with an engine-room crew of Sidis or others not recruited from India. The saloon crew is almost invariably composed of Goanese.

Shipping Brokers.—There are at present three shipping brokers licensed under section 18 of Act I of 1859. Their main function is the supply of seamen, and the payment of advances to them. All three brokers are members of one Parsi firm, Messrs. Chichgar and Company, which has held this business for several generations. Two firms engaged in the coastal shipping trade employ seamen directly without the intervention of the brokers, all other shipping firms work through the brokers, who have thus a virtual monopoly of the business. A separate partner deals with the work of the P. and O. Co., but this is merely a private arrangement made by the firm. The brokers receive a fixed commission from the firms employing them; this takes the form of a percentage (usually $7\frac{1}{2}$ but in some cases 5) of the advances made to seamen when they are engaged; these

advances are usually the equivalent of one month's pay. This charge is, of course, independent of the fees chargeable to shipowners and seamen under sections 5 and 6 of Act I of 1859.

Articles—Where crews are taken on articles, and the only crews who are not so taken on are those employed in the small coasting ships, the engagements are of two kinds. Six months articles, which are used, as a rule, for ships that are not going east of Suez, engage seamen for a period of six months, and do not expire when the ship returns to the port of engagement. Twelve months articles, which are normal for ships going to Europe or America, last for a year, unless the ship returns to the port of engagement and remains there for 48 hours. Thus every seaman employed is discharged at least once a year, and most men are discharged more frequently. It is this factor, first of all, that introduces into their engagement features that are absent from engagement on shore. There is, of course, nothing to prevent men discharged from being taken on again in the same ship, and there are obvious advantages in doing so. But one Company, at least, has introduced a rule that no crew should remain more than six months on the same ship. This was apparently a concession to discontent due to unemployment.

Selection of Crew—If a fresh crew is required for the deck and the engine-room, the first step is the selection of the serangs. The commander of the ship reports to the agents, who inform the brokers. The brokers then send a number of serangs of each class and of the type required with a printed form giving their names, and from these the Chief Officer selects the deck serangs, and the Chief Engineer selects his serangs. The serang then collects his crew. If he belongs to Surat or some other place on the Bombay coast, and if time allows, he may go there to collect his men, but generally the crew is collected from amongst the men living in the boarding-houses in Bombay. These men are attached more or less permanently to the same boarding-house (unless they have their homes in the city). The crew is produced before the officer making the selection. Each man shows his

discharge certificate to the officer. This selection is usually made two or three days before the ship sails, and the crew is signed on immediately after it has taken place. The articles are read over to the men, with a formal warning not to pay money to any one, and the signing on is done in the presence of the Shipping Officer or his assistant by one of his clerks. The broker's man is there at the same time, and, as each man is taken, he hands over in cash an advance of money. The advance to be given is a month's pay in most cases; in some cases it is half-a-month's pay. The broker does not pay the full amount when the man is signed on; he deducts an amount which is paid on the day on which the ship sails. Larger deductions are made in the cases of some types of crew, especially Punjabis and Pathans, who are regarded as unreliable and more likely to desert. If men desert, the broker loses the money advanced by him to those men, and this is one of the chief services rendered by the brokers to the companies.

Ghat Serangs.—The brokers' runners are called ghat serangs. They give the serangs information of ships requiring crews and call serangs to the brokers to be sent before selecting officers. In some cases they collect seamen themselves. They probably participate in various other ways in the organisation of the crew and in seeing them safely on board the ships. The ghat serangs receive no pay; instead they are given about Rs. 40 monthly which, as represented by the brokers, is intended to cover their travelling expenses. The ghat serangs keep assistants who are not paid anything by the brokers. Each assistant receives, it is said, about Rs. 25 a month in addition to his food, from the ghat serang. This clearly points to the existence of some illegitimate sources of income available to the ghat serangs. The ghat serang is the brokers' intermediary at almost every stage. The ghat serang can make it difficult, if not impossible, for a serang or seaman to whom he objected to enter the brokers' office. The ghat serang has many methods open to him of prejudicing the claims of particular men, and, as the brokers' confidant, it is easy for him to make his power appear larger

than it is. Also the ghat serang can make it difficult for a serang to keep his crew. The men can be bribed or intimidated into deserting if their serang falls out of favour.

The engine-room crews being men of less education and lower social status are easier victims to the above system, and especially the Punjabis and Pathans belong to the most oppressed class. The ghat serangs ask money when the serangs have difficulty in getting a crew, and they can always make it difficult for a serang to obtain a crew or to sail with the crew he has collected. The ghat serangs also obtain money directly from the seamen. The payments made by the engine room crew are of three kinds, viz., *bhanji* which is the payment made to the serang when a man is taken on for the first time, *ugrani* which is the payment made to the serang each time a man signs on, and *salami* or *dasturi* given to the ghat serang. *Bhanji* is generally a month's pay. *Ugrani* varies according to the grade in which the man is rated, the usual scale working out to about half a month's pay, sometimes to more. The payment to the ghat serang is two rupees or more, in addition to which smaller payments are made on promotion.

The financial transactions of the brokers with the seamen are conducted through the ghat serangs. It is believed by the seamen that the ghat serangs share the collections of levies with the brokers. It is quite likely that the ghat serangs support their demands by stating that the money has to be paid to the brokers. The brokers lend sums of Rs. 40 or Rs. 50 to the serangs who repay them when they get employment. This practice is objectionable in that the broker has a direct interest in securing employment for particular serangs. There is, however, no direct evidence to show that the brokers have any hand in the bribery.

Bribery of Officers.—There is one other class that has power to obtain bribes; this is the officers of the ships. Officers, especially engineers are not infrequently offered bribes; these have also been offered on occasion to the officers of the Agents on shore. It is complained that a number of

engineers and officers take bribes. On the other hand, the serangs when extracting money from the men, are apt to allege the necessity of payments to engineers and other officers as well as to the ghat serangs, and the men have no opportunity of verifying such payments.

Bribery among Saloon Crews.—The saloon crews consist of Goanese and in respect of literacy and social status belong to the upper class of seamen. The saloon workers were the first to organise themselves into a Union, and they had to give no bribes for securing employment. Things have, however, changed, since unemployment among the seamen increased due to the depression of trade. After the Indian Seamen's Union, which consisted of saloon workers only before it was re-organised and made comprehensive enough to include also the deck and the engine-room workers, was started, an arrangement was made by which the broker supplied only the men approved by the Union and this arrangement had been agreed to by the firms concerned. The broker received the same commission in respect of these men as was given for the other sections of the crew. The Union had, at the same time, endeavoured to eliminate the opportunities of bribery and the causes of dispute by keeping a roster of the men and by attempting to ensure that they should be employed in rotation as far as possible. This arrangement seems to have been discontinued after some time. A rival Union called the "Bombay Seamen's Union" was started for saloon workers only. The president of this rival Union is an officer of the P. and O. Company, the biggest navigation concern, and saloon workers are recruited through this Union for service in the said company. Also on other lines, the widespread unemployment among the seamen has been affording a large scope for bribery.

CALCUTTA.

The organisation of the crew is similar to that in Bombay. The Indian seamen recruited, with the exception of a few Maldivis among the deck crews and a proportion of Goanese in the saloon, are all Bengalis. The Bengali seamen are all Mussalmans; they come chiefly from Calcutta, Sylhet, and

the districts of Eastern Bengal, especially Chittagong and Noakhali. The majority of the engine-room crews come from Sylhet and the majority of the deck crews from eastern Bengal, Calcutta men supplying most of the saloon hands.

Shipping Brokers.—There are two firms of shipping brokers, those of Mr. A. C. Ghosh and Mr. P. B. Sen. The broking business has been in their hands for many years. In addition to the licenses held by the heads of the firm, licenses have been granted to the relatives of the heads of the firms, making five licenses in all. Competition between the brokers is virtually eliminated by the division of the firms amongst them. They receive a commission at the rate of 5 per cent., in a few cases $2\frac{1}{2}$ per cent., of the advances they make to the seamen on signing on. The British India Company which controls at least half the total shipping of Calcutta, does not work through the licensed brokers, except where they are acting as agents for other firms. They employ instead seven private brokers of their own known as ghat serangs, or ghat butler in the case of the saloon crews. These men receive pay from the Company at the rate of Rs. 75/-per month and a commission of $2\frac{1}{2}$ per cent. on the advances for which they are responsible. Except that they are paid servants of the Company and appointed and removed by the company, their position is not essentially different from that of the licensed brokers. They should not be confused with the ghat serangs of Bombay, who are servants of the licensed brokers. The corresponding person to the ghat serangs of Bombay are known in Calcutta as *dalals* or *sarkars*.

Selection and Advances.—The first step with the deck and engine-room crews is in every case the selection of the serang. In the selection of the crew, the serang has the predominant voice. In the case of the British India Company, the crew has to be selected by him in consultation with the ghat serang and in other cases they have to be approved by the broker, who is responsible for supplying them. In the case of the engine-room crew, the choice of the firemen and coal-trimmers is usually left to the tindals, who select a

certain number each. Then the men are to be finally approved by the officer of the ship. The men have now to receive their advances. The British India Company pay cash, which is handed to the men individually (but which finds its way elsewhere later); the brokers give what are known as hand-notes. The usual note is for one month's pay. The broker's dalal, who is himself, in some cases, a lodging-house keeper, pays half the value of each note, less a discount for his personal profit. The broker does not hold himself liable to pay the rest of the note until the ship has left India, which may be as much as a fortnight later. But the men cash the remaining half of the note with money-lenders who undertake the risk of desertion and charge one anna per rupee on the full value of the note, *i. e.*, two annas per rupee on the sum they pay.

Bribes.—It is the exception for any serangs to go to sea who has not given a substantial bribe to the broker or to the ghat serang. The sum paid to the broker is usually from Rs. 200 to Rs. 500; the sums paid to the ghat serang range from Rs. 300 to Rs. 1000 as a rule. Higher sums than Rs. 1000 are occasionally paid, but it appears probable that the highest sums include payments made on account of the opportunity given of smuggling opium or other excisable articles. What has been said regarding bribery of officers and engineers in Bombay applies also to Calcutta. The brokers and ghat serangs have amassed large fortunes in this business. The serangs recover the amounts paid by them as bribes, from the men under them. It would appear that the amount received in total from the men leave a big margin over the amounts paid by the serangs to secure employment for himself and his men. It must, however, be remembered that the sums paid by the serangs are borrowed by him from money-lenders, the usual rate of interest being 150 per cent. per year, *i. e.*, two annas per rupee per month. Thus on a twelve months' voyage the sum to be repaid is much more than double the sum borrowed. Besides, the ghat serangs insist on the serangs depositing retaining fees with them. When a serang gets a ship, the deposit is set off from the amount of bribe

agreed upon, but the interest is not refunded. Thus a serang who deposits Rs. 100 and is given a ship after six months for an additional payment of Rs. 200 would have to pay the moneylender, on return from a twelve months' voyage, the sum of Rs. 825. Saloon crews also have to pay bribes to secure employment, but the amounts are smaller.

Such seamen as are familiar with conditions in Bombay and Calcutta are of the opinion that the conditions in Calcutta are worse than those in Bombay. One of the causes of this difference is that there is close personal attachment between the serang and his men in Bombay, which is absent in Calcutta. Another cause is that the Bombay crews do not submit so easily to pressure or intimidation as the Calcutta crews.

The Seamen's Union at Calcutta includes men of all three departments. It does not take an active part in recruitment.

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In the beginning of 1922 the Government of India appointed a Committee under Mr. A. G. Clow, I. C. S., to enquire into the systems of recruitment of seamen in Bombay and Calcutta. Mr. Clow's colleagues on the Committee in Bombay were Messrs. F. L. Barneet and Mohmed Ibrahim, and in Calcutta Messrs. Charles S. Penny and Mohammed Daud. This Committee examined a number of witnesses at each place and paid visits to shipping offices and elicited information on the spot.

APPENDIX II

Existing Legal Measures for the Protection of Seamen.

The Indian Merchant Shipping Act (Act No. XXI of 1923) which was passed by the Indian Legislature and which received the assent of the Governor-General of India on the 2nd April 1923, contains provisions for the protection of seamen in certain respects. These may be summarised as follows:—

Prohibition on taking remuneration other than the authorised fees at shipping office.—section 10: “If a shipping-master, deputy shipping master, clerk or servant in a shipping office demands or receives, other than the fees authorised under this Act, any remuneration whatever, either directly or indirectly, for hiring or supplying any seaman for a ship or transacting any business which it is his duty to transact, he shall be liable for every such offence to a fine which may extend to two hundred rupees, and shall also be dismissed from his office.”

Licenses to supply Seamen.—Sections 24, 25 and 26. These provide that the Local Government or any person duly authorised by the Local Government may grant to such persons as may be deemed fit licenses to engage or supply seamen for merchant ships in British India. No person can engage or supply a seaman to be entered on board any ship in British India unless that person either holds a license under this Act for the purpose, or is the owner or master or mate of the ship, or is *bona fide* the servant and in the constant employ of the owner, or is a shipping-master. If a person acts in contravention of this section he is, for each seaman in respect of whom an offence is committed, to be liable to a fine which may extend to one hundred rupees, and, if a licensed person (who employs a person unauthorised under the Act, for the purpose of engaging or supplying a seaman) he is liable to the forfeiture of his license. Also no person can demand or receive either directly or indirectly, from any seaman, or from any person seeking employment as seaman,

or from any person on his behalf, any remuneration whatever for providing him with employment other than the fees authorised by the Act, the penalty for acting in contravention of this being a fine of fifty rupees or in the case of a licensed person the forfeiture of his license.

Engagement of Seamen.—The master of every British ship shall enter into an agreement in accordance with this Act with every seaman whom he engages in, and carries to sea as one of his crew from, any port in British India. If a master of a ship carries any seaman to sea without entering into an agreement the former shall for each offence be liable to a fine which may extend to fifty rupees. An agreement with the crew shall be in a form sanctioned by the Governor-General in Council. The agreement with the crew shall contain as terms thereof the following among other particulars:—the nature and the duration of the intended voyage or engagement or the maximum period of the voyage or engagement and the places or parts of the world, if any, to which the voyage or engagement is not to extend; the number and description of the crew; the time at which each seaman is to be on board or to begin work; the capacity in which each seaman is to serve; the amount of wages which each seaman is to receive; a scale of the provisions which are to be furnished to each seaman (not less than the scale fixed by the Government); regulations as to conduct on board and as to fines, short allowance of provisions or other lawful punishments for misconduct as sanctioned by the Government; where it is agreed that the services of any lascar or other native seaman shall end at any port not in British India, a stipulation to provide him either fit employment on board some other ship bound to the port at which he was shipped or to such other port in British India as may be agreed on, or a passage to some port in British India free of charge or on such other terms as may be agreed upon.

If a master enters into an agreement with a lascar or other native seaman for a scale of provisions less than the scale fixed under this section he shall be liable to a fine which may extend to two hundred rupees.

The agreement shall be signed by each seaman in the presence of a shipping master who shall cause the agreement to be read over and explained to each seaman in a language understood by him or shall otherwise ascertain that each seaman understands the same before he signs it, and shall attest each signature. The agreement may be made for a voyage of the ship or, if the voyages of the ship average less than six months in duration, may be made to extend over two or more voyages, and agreements so made are called running agreements. The master shall, at the commencement of every voyage or engagement, cause a legible copy of the agreement and, if necessary, a translation thereof in a language understood by the majority of the crew to be placed or posted up in such part of the ship as to be accessible to the crew.

Engagement of Lascars by Masters of Foreign Ship.—When the master of a foreign ship being at any part in British India engages any lascar or other native seaman to proceed to any part out of British India, he shall enter into an agreement with such seaman, and the agreement shall be made before a shipping master in the manner prescribed under the Act for the purpose. The master of the foreign ship shall give to the shipping master a bond with the security of some approved person resident in British India for an amount calculated at the rate of one hundred rupees for every such seaman.

Payment of Wages.—The master of every British ship shall, before paying off or discharging a seaman, deliver at the time and in the manner provided by this Act a full and true account in a form sanctioned by the Local Government of the seaman's wages and of all deductions to be made therefrom on any account whatever. A deduction from the wages of a seaman shall not be allowed unless it is included in the account delivered in pursuance of this Act except in respect of a matter happening after the delivery. The master shall enter the various matters in respect of which the deductions are made, with the amount of the respective deductions as they occur, in a book to be

kept for that purpose. The master or owner of every ship shall pay to every seaman his wages within three days after the cargo has been delivered or within five days after the seaman's discharge, whichever first happens, and the seaman shall at the time of his discharge be entitled to be paid on account a sum equal to one-fourth part of the balance due to him. If a master or owner fails without reasonable cause to make payment at that time, he shall pay to the seaman a sum not exceeding the amount of two days' pay for each of the days during which payment is delayed beyond the respective times, but the sum payable shall not exceed ten days' double pay. Where a seaman is discharged and the settlement of his wages completed before a shipping-master, he shall sign in the presence of the shipping-master a release in a form sanctioned by the Local Government of all claims in respect of the past voyage or engagement, and the release shall also be signed by the master or owner of the ship and attested by the shipping-master. Where any question of whatever nature and whatever the amount in dispute between a master or owner and any of his crew is raised before a shipping-master, and both parties agree in writing to submit the same to him, the shipping-master shall hear and decide the question so submitted, and an award made by him upon the submission shall be conclusive as to the rights of parties. An award so made by a shipping-master may be enforced by a Magistrate in the same manner as an order for payment of wages made by such Magistrate under this Act.

Rights of Seamen in respect of Wages.—The following are some of the rights conferred by the Act on seamen in respect of their wages:—If a seaman having signed an agreement is discharged otherwise than in accordance with the terms thereof before the commencement of the voyage or before one month's wages are earned without fault on his part justifying that discharge and without his consent, he shall be entitled to receive from the master or owner, in addition to any wages he may have earned, due compensation for the damage caused to him by the discharge, not exceeding one month's wages, and may recover that compensation as if it were wages duly

earned. As respects wages due or accruing to a seaman—(a) they shall not be subject to attachment by order of any Court; (b) an assignment or sale thereof made prior to the accruing thereof shall not bind the person making the same; (c) a power-of-attorney or authority for the receipt thereof shall not be irrevocable; (d) a payment of wages to a seaman shall be valid in law notwithstanding any previous sale or assignment of those wages or any attachment or encumbrance thereof.

Mode of recovering wages.—A seaman or a person duly authorised on his behalf may, as soon as any wages due to him not exceeding five hundred rupees become payable, sue for the same in a summary manner before any Magistrate exercising jurisdiction in or near the place at which his service has terminated, or at which he has been discharged, or at which any person upon whom the claim is made is or resides, and the order made by the Magistrate in the matter shall be final.

Property of Deceased Seaman.—The Act provides for the master of the ship taking charge of any money or effects belonging to a seaman employed on board a British ship the voyage of which is to terminate in British India who has died during the voyage. The master shall enter in the official logbook a statement of the amount of money and a description of the effects and a statement of the sum due to the deceased for wages and of the amount of deductions, if any, to be made from the wages. He also shall within forty-eight hours after his arrival at his port of destination in British India deliver and pay the property of any deceased seaman to the shipping-master at that port, and shall give to such shipping-master an account of the property so delivered and paid. And the shipping-master is to pay and deliver the property to any claimants who can prove themselves to his satisfaction to be entitled thereto.

Provisions, Health and Accommodation.—If three or more of the crew of a British ship consider that the provisions or water for the use of the crew are at any time of bad quality, unfit for use or deficient in quantity, they may complain

thereof to any shipping-master or other officer duly appointed in this behalf by the Local Government, and the shipping-master or other officer may either examine the provisions or water complained of or cause them to be examined. If the said officer finds that the provisions or water are of bad quality and unfit for use or deficient in quantity, he shall signify it in writing to the master of the ship. If the master thereupon fails to provide other proper provisions or water in lieu of the those complained of, he shall be liable for each offence to a fine which may extend to two hundred rupees. Every place in a British ship which is occupied by seamen engaged under this Act and appropriated for their use shall have for each lascar or native seaman or person shipped on the same footing as a lascar, six superficial and thirty-six cubic feet and, if the space allotted be under the top gallant fore-castle, such fore-castle deck shall not be less than four feet six inches above the one below it. In every case the place be below a well-caulked and substantial deck, securely constructed, properly ventilated and properly protected from weather and sea. Every place so occupied and appropriated shall be kept free from goods and stores of any kind not being the personal property of the crew in use during the voyage. If the owner of the ship fails to provide such accommodation he shall for each offence be liable to a fine which may extend to two hundred rupees.

Facilities for making Complaints—If a seaman, while on board ship, states to the master that he desires to make complaint to a Magistrate against the master or any of the crew, the master shall, so soon as the service of the ship permit, allow the complainant to go ashore or send him ashore in proper custody so that he may be enabled to make the complaint. If the master of a ship fails without reasonable cause to comply with this provision in the Act he shall for each such offence be liable to a fine which may extend to one hundred rupees.

Protection of Seamen from Imposition.—A debt exceeding in amount three rupees incurred by any seaman after he has engaged to serve shall not be recoverable until the service

agreed for is concluded. If a person demands or receives from a seaman payment in respect of his board or lodging in the house of that person for a longer period than the seaman has actually resided or boarded therein, that person shall for each offence be liable to a fine which may extend to one hundred rupees. If a person receives or takes into his possession or under his control any money or effects of a seaman and does not return the same or pay the value thereof when required by the seaman subject to such deduction as may be justly due to him from the seaman in respect of board or lodging or otherwise or abscond therewith, he shall for each offence be liable to a fine which may extend to one hundred rupees. If within twenty-four hours after the arrival of a ship at a port in British India a person then being on board the ship solicits a seaman to become a lodger at the house of any person letting lodgings for hire, or takes out of the ship any effects of a seaman except under the personal direction of the seaman and with the permission of the master, he shall for each offence be liable to a fine which may extend to fifty rupees.

Provisions as to Discipline.—These provisions refer to misconduct on the part of a seaman endangering life or ship by wilful breach of duty or by neglect of duty or by reason of drunkenness, to desertion and absence without leave, to general offences against discipline, to false statement as to last ship or name, etc.

APPENDIX III

Draft Conventions and Recommendations adopted by the International Labour Conference with regard to the Condition of Seamen.

SECOND SESSION (Genoa, 1920).

At the Second Session of the International Labour Conference held at Genoa in 1920 the following Draft Conventions and Recommendations were adopted for submission to the Members of the International Labour Organisation for consideration with a view to effect being given to it by national legislation or otherwise, in accordance with the Labour Part of the Treaty of Versailles of 28th June 1919, of the Treaty of St. Germain of 10th September 1919, of the Treaty of Neuilly of 27th November, 1919, and of the Treaty of Grand Trianon of 4th June 1920:—

1. Recommendation concerning the limitation of hours of work in the fishing industry.
2. Recommendation concerning the limitation of hours of work in inland navigation.
3. Recommendation concerning the establishment of national seamen's code.

(“In order that, as a result of the clear and systematic codification of the national law in each country, the seamen of the world, whether engaged on ships of their own or foreign countries, may have a better comprehension of their rights and obligations, and in order that the task of establishing an International Seamen's Code may be advanced and facilitated, the International Labour Conference recommends that each Member of the International Labour Organisation undertake the embodiment in a seamen's code of all its laws and regulations relating to seamen in their activities as such.”)

4. Draft Convention fixing the minimum age for admission of children to employment at sea.

(“Children under the age of fourteen years shall not be employed or work on vessels other than vessels upon which

only members of the same family are employed". This shall not apply to work done by children on school-ships or training ships, provided that such work is approved and supervised by public authority.")

5. Recommendation concerning unemployment insurance for seamen.

(" Each member of the International Labour Organisation should establish for seamen an effective system of insurance against unemployment arising out of shipwreck or any other cause, either by means of Government insurance or by means of Government subventions to industrial organisations whose rules provide for the payment of benefits to their unemployed members".)

6. Draft Convention concerning unemployment indemnity in case of loss or foundering of the ship.

7. Draft Convention for establishing facilities for finding employment for seamen.

(" The business of finding employment for seamen shall not be carried on by any person, company, or other agency, as a commercial enterprise for pecuniary gain ; nor shall any fees be charged directly or indirectly by any person, company or other agency, for finding employment for seamen on any ship. The law of each country shall provide punishment for any violation of the provisions of this Article." Notwithstanding the said prohibition " any person, company or agency, which has been carrying on the work of finding employment for seamen as a commercial enterprise for pecuniary gain, may be permitted to continue temporarily under Government license, provided that such work is carried on under Government inspection and supervision, so as to safeguard the rights of all concerned. Each Member which ratifies this Convention agrees to take all practicable measures to abolish the practice of finding employment for seamen as a commercial enterprise for pecuniary gain as soon as possible." " Each Member which ratifies this Convention agrees that there shall be organised and maintained an efficient and adequate system of public employment offices for finding employment for seamen

without charge. Such system may be organised and maintained either (1) by representative associations of shipowners and seamen jointly under the control of a central authority, or (2) in the absence of such joint action, by the State itself." "Committees consisting of an equal number of representatives of ship-owners and seamen shall be constituted to advise on matters concerning the carrying on of these offices.")

THIRD SESSION. (Geneva, 1921)

1. Draft Convention fixing the minimum age for the admission of young persons to employment as trimmers or stokers.

("Young persons under the age of eighteen years shall not be employed or work on vessels as trimmers or stokers." This provision shall not apply to work done by young persons on school-ships or training-ships, to the employment of young persons on vessels mainly propelled by other means than steam, and to young persons of not less than sixteen years of age, who, if found physically fit after medical examination, may be employed as trimmers or stokers on vessels exclusively engaged in the coastal trade of India and of Japan, subject to regulations made after consultation with the most representative organisations of employers and workers in those countries.

2. Draft Convention concerning the compulsory medical examination of children and young persons employed at sea.

NINTH SESSION (Geneva, 1923)

1. Draft Convention concerning seamen's articles of agreement.

("Articles of agreement shall be signed both by the ship-owner or his representative and by the seamen. Reasonable facilities to examine the articles of agreement before they are signed shall be given to the seaman and also his adviser." "The seaman shall sign the agreement under conditions which shall be prescribed by national law in order to ensure adequate supervision by the competent public authority." "National law shall make adequate provision to ensure that the seaman has understood the agreement." "The agreement

shall not contain any thing which is contrary to the provisions of national law or of this Convention." "Every seaman shall be given a document containing a record of his employment on board the vessel. The form of the document, the particulars to be recorded and the manner in which such particulars are to be entered in it shall be determined by national law. The document shall not contain any statement as to the quality of the seaman's work or as to his wages." "The seaman shall at all times have the right in addition to the said record, to obtain from the master a separate certificate as to the quality of his work or, failing that, a certificate indicating whether he has fully discharged his obligations under the agreement."

2. Draft Convention concerning the repatriation of seamen.

("Any seaman who is landed during the term of his engagement or on its expiration shall be entitled to be taken back to his own country, or to the port at which he was engaged, or to the port at which the voyage commenced, as shall be determined by national law, which shall contain the provisions necessary for dealing with the matter, including provisions to determine who shall bear the charge of repatriation. A seaman shall be deemed to have been duly repatriated if he has been provided with suitable employment on board a vessel proceeding to one of the destinations prescribed in accordance with the above." "The expenses of repatriation shall not be a charge on the seaman if he has been left behind by reason of (a) injury sustained in the service of the vessel, or (b) shipwreck, or (c) illness not due to his own wilful act or default, or (d) discharge for any cause for which he cannot be held responsible." "The expenses of repatriation shall include the transportation charges, the accommodation and the food of the seaman during the journey. They shall also include the maintenance of the seaman up to the time fixed for his departure. When a seaman is repatriated as member of a crew, he shall be entitled to remuneration for work done during the voyage.")

3. Recommendation concerning the general principles for the inspection of the conditions of work of seamen.

(“The principal duty of the authority or authorities responsible in each country for the inspection of the conditions under which seamen work should be to secure the enforcement of all laws and regulations dealing with such conditions and the protection of seamen in the exercise of their profession.”
“So far as is compatible with administrative practice in each country, and by such methods as may be considered most appropriate, shipowners and seamen should be called upon to co-operate in the supervision of the enforcement of the laws and regulations relating to the conditions under which seamen work.” “Only such persons should be appointed inspectors as command the full confidence both of the shipowners and of the seamen.”)

APPENDIX IV.

Resolutions passed in the Legislative Assembly re: Draft Conventions and Recommendations of the International Labour Conference on questions relating to the Seamen.

1921.

Resolution re: Limitation of Hours of Work in the Fishing Industry.—“This Assembly recommends to the Governor-General in Council that no action be taken on the recommendation concerning the limitation of hours of work in the fishing industry adopted by the General Conference of the International Labour Organisation of the League of Nations convened at Genoa on the 15th day of June 1920.”

Resolution re: Establishment of National Seamen's Code.—“This Assembly recommends to the Governor-General in Council that no action be taken on the recommendation concerning the establishment of National Seamen's Code adopted by the General Conference of the International Labour Organisation of the League of Nations convened at Genoa on the 15th of June 1920.”

Resolution re: Minimum Age for Admission of Children to Employment at Sea.—“This Assembly recommends to the Governor-General in Council that he should ratify the draft Convention fixing the minimum age for admission of children to employment at sea adopted by the General Conference of the International Labour Organisation of the League of Nations convened at Genoa on the 15th day of June 1920 subject to the following reservations:—

(a) That it shall apply only to foreign going ships and to home trade ships of a burden exceeding 300 tons; and

(b) That nothing in the draft convention shall be deemed to interfere with the Indian custom of sending young boys to sea on nominal wages in the charge of their fathers or near relatives.”

Resolution re: Unemployment Indemnity in case of loss or foundering of a ship.—“This Assembly recommends to the Governor-General in Council that the Draft Convention

concerning unemployment indemnity in case of loss or foundering of a ship adopted by the International Labour Organisation of the League of Nations convened at Genoa on the 15th day of June 1920, should not be ratified, but that inquiries should be undertaken whether the law should not be amended so as to provide (1) that any Indian seaman whose service is terminated before the period contemplated in his agreement by reason of the wreck or loss of his ship should be entitled to his wages until he is repatriated to the port of his departure from India, and (2) that he should be paid compensation for loss of his personal effects up to the limit of one month's wages."

Resolution re: Unemployment Insurance for Seamen:—
 "This Assembly recommends to the Governor-General in Council that no action be taken on the recommendation concerning Unemployment Insurance for Seamen adopted by the General Conference of the International Labour Organisation of the League of Nations convened at Genoa on the 15th day of June 1920."

Resolution re: Facilities for finding Employment for Seamen —
 "This Assembly recommends to the Governor-General in Council that the Draft Convention for establishing facilities for finding employment for seamen adopted by the General Conference of the International Labour Organisation of the League of Nations convened at Genoa on the 15th day of June 1920, should not be ratified, but that an examination should be undertaken without delay of the methods of recruitment of seamen at the different ports in India in order that it may be definitely ascertained whether abuses exist and whether those abuses are susceptible of remedy."

1922.

Resolution re: Hours of Work in Inland Navigation:—
 "This Assembly recommends to the Governor-General in Council that no action be taken on the recommendation concerning the limitation of hours of work in inland navigation adopted by the General Conference of the International Labour Organisation of the League of Nations convened at Genoa on the 15th day of June 1920."

Resolution re: Employment of Young Persons as Trimmers and Stokers.—“This Assembly recommends to the Governor-General in Council that he should ratify the Draft Conventions adopted by the General Conference of the International Labour Organisation of the League of Nations convened at Geneva on the 25th day of October 1921 :

- (1) Fixing the minimum age for the admission of young persons to employment as trimmers or stokers ;
- (2) Concerning the compulsory medical examination of children and young persons employed at sea.

1927.

Resolution re: Ratification of the Draft Conventions concerning (1) Seamen's Articles of Agreement, and (2) Repatriation of Seamen.—“This Assembly recommends to the Governor-General in Council that the question of the ratification of the Draft Conventions concerning (1) Seamen's articles of Agreement, and, (2) the Repatriation of Seamen, adopted by the General Conference of the International Labour Organisation of the League of Nations at its Ninth Session held at Geneva from the 7th to 24th June 1926, should be considered at a later date, when the amendments necessary to bring the existing law into conformity with these Draft Conventions have been further examined in consultation with parties interested.”

Resolution re: Recommendations concerning (1) the Repatriation of Masters and Apprentices, and (2) the General Principles for the Inspection of the conditions of work of Seamen.—“This Assembly recommends to the Governor-General in Council that no action be taken on the recommendations concerning (1) the Repatriation of Masters and Apprentices, and (2) the General Principles for the Inspection of the conditions of work of Seamen, adopted by the General Conference of the International Labour Organisation of the League of Nations at its Ninth Session held at Geneva from the 7th to the 24th June 1926 until its amendments necessary to bring the existing law into conformity with these Recommendations have been further examined in consultation with parties interested.”
