

THE RINGLEADER.

[6 Ben. 400.]¹

District Court, E. D. New York. March, 1873.

SEAMEN—WAGES—UNUSUAL CLAUSE IN
ARTICLES—RELEASES IN FULL.

1. The crew of the Ringleader shipped at San Francisco for a voyage to Hong Kong and other ports, and back to a port of discharge in the United States, under articles, in the heading of which was written a clause reducing their wages after leaving Hong Kong. On the arrival of the ship at the port of discharge, the men were offered pay at the reduced rate. They protested against the reduction, claiming ignorance of the clause inserted, but finally took the reduced pay and gave releases in full. They now brought suit for the balance due, reckoned at full pay for the whole voyage: *Held*, that as the clause reducing the sailors' wages was unusual, and inserted in an unusual place in the articles, the ship owner must give clear proof that the sailors were clearly informed of and agreed to it.
2. Whether such a clause, so written, is valid, quaere.
3. On the evidence the agreement with the men was for \$25 a month for the voyage.
4. All agreements and arrangements with sailors are subject to examination in a court of admiralty, and if unjust will be set aside and disregarded.
5. The libellants were entitled to recover the balance due them, notwithstanding their having signed releases in full.

In admiralty.

Henry Morris, for libellants.

Beebe, Donohue & Cooke, for claimants.

BENEDICT, District Judge. The libellants were shipped as seamen on board the ship Ringleader, in San Francisco, for a voyage thence to Hong Kong and other ports, and to a port of discharge in the United States, for a term of 18 months. The articles set forth the rate of wages per month, at \$25 00, but in the heading of the articles was inserted this clause: "The crew to take the current rate of wages out of

Hong Kong for the remainder of the voyage." Upon the arrival of the ship in this port, the men were discharged and were tendered wages at the rate of \$15 00 per month, for the voyage since leaving Hong Kong. This they refused to take at first, asserting that they shipped for \$25 00 per month, and were never informed of the existence of the special clause in the articles above referred to. After some delay and vain effort to obtain the wages, which they claimed to be due, the seamen accepted the terms proposed by the ship owner, and were paid off, at the rate of \$15 00 per month for the voyage after leaving Hong Kong, and thereupon signed full receipts and discharges. They now bring this action for the unpaid balance of their wages, calculated at \$25.00 per month for the whole voyage. No evidence is produced to show that the men were informed of the existence of the special clause in the articles, and the seamen swear they were not informed as to any such stipulation, and made no such agreement. The clause is unusual, and is placed as part of the description of the voyage, while \$25 00 is plainly stated as the rate of wages opposite each man's name. To sustain such a provision in ships' articles, if it be of any validity whatever, which I doubt, it was incumbent on the ship owner to show clearly that the seamen knew of and agreed to it. Upon the proofs, as they stand, I hold that the agreement made with the men was for \$25 00 per month.

As to the fact that they consented to be paid off at \$15 00 per month, and executed full releases, it is well known that all agreements and arrangements with sailors are subject to examination in a court of admiralty, and, if unjust, will be set aside and disregarded. Here it is clear that the seamen were forced, by want of money and clothing, to accept an amount less than their due, and so claimed by them to be when it was accepted. A settlement so made under such circumstances, is no obstacle to their recovering

the amount justly due them. Let a decree be entered directing that each libellant recover herein the balance of wages due him, calculating the wages at \$25 00 a month from the time of their shipment to their discharge; and let it be referred to a commissioner to ascertain the amount.

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