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**INDUSTRIAL ACCIDENTS AND HYGIENE SERIES**

**SETTLEMENT FOR ACCIDENTS  
TO AMERICAN SEAMEN**



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## Acknowledgment

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# BULLETIN OF THE U. S. BUREAU OF LABOR STATISTICS

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## SETTLEMENT FOR ACCIDENTS TO AMERICAN SEAMEN

### Summary and Introduction

**M**ARITIME law has long provided that a seaman<sup>1</sup> who is injured on duty or who becomes ill while on duty shall be entitled to maintenance and cure and to wages to the end of the voyage. Aside from these legal provisions, whatever compensation for accident he may receive is obtained through agreement with his employer or through court action.

When the longshoremen's and harbor workers' compensation bill was introduced in Congress in 1926 it included seamen as well as the designated maritime workers, but before passage the provision relating to seamen was eliminated. The contention was made during the hearings on the bill that the rights of seamen were adequately protected under maritime law, which secured not only a continuation of wages and maintenance and "cure" in the sense of necessary treatment and reasonable care but also the right to prosecute for indemnity if the ship is liable for the accident through unseaworthiness or negligence.

That contention raised the question of how injured seamen actually fare under existing law. Discussions and hearings following the introduction of compensation legislation for maritime workers developed the fact that there was a remarkable absence of information regarding accidents to workers of that class. This condition was also brought out in a speech before the marine section of the National Safety Council at Chicago in September, 1927, by Capt. Irving L. Evans, urging shipowners to keep complete records, during which he said:

The marine industry is seriously handicapped in that there is no central source of information, reliable or otherwise, showing even approximately the number of deaths and permanent personal injuries, to say nothing of accidents of a less serious nature occurring aboard ship. \* \* \*

The shipowner has complete information or "statistics," as to the methods and sources of obtaining cargo and passengers to carry and thereby earn revenue. If they are to compete successfully with foreign-flag vessels they must look not only to increasing the tonnage to be carried in American bottoms but also to the reduction of overhead and operating expenses. This can be done, to some

<sup>1</sup> Section 4612 of the Revised Statutes defines master, seaman, vessel, and owner as follows: "In the construction of this title, every person having command of any vessel belonging to any citizen of the United States shall be deemed the 'master' thereof; and every person (apprentices excepted) who shall be employed to serve in any capacity on board the same shall be deemed and taken to be a 'seaman'; and the term 'vessel' shall be understood to comprehend every description of vessel navigating on any sea or channel, lake, or river, to which the provisions of this title may be applicable, and the term 'owner' shall be taken and understood to comprehend all the several persons, if more than one, to whom the vessel shall belong."

extent at least, by wise and intelligent handling of the information constantly passing through the office of every shipowner. It is in the form of reports of accidents, damage, and loss, also the payment of many claims.

Complete information covering accidents and claims will not only enable the shipowners to reduce the number of accidents and claims, and thereby save through a reduction in the total amount paid for claims, insurance premiums, or assessments under compensation laws, but will place them in a position to deal successfully and intelligently with proposed legislation, whether favorable or adverse.

In view of the lack of data the Bureau of Labor Statistics undertook a study to determine the actual status of seamen with regard to injuries and recovery therefor. Its study covered three points: (1) The physical injury, (2) the compensation received therefor through personal settlement or court action, and (3) an estimate of the compensation which would have been payable if the injured seamen had been covered by compensation legislation similar to that enacted by Congress in 1927 for longshoremen and harbor workers. Accident rates and insurance rates were not included in the study.

Data were completed for 1,195 cases, of which 899 were direct settlements and 296 involved legal representatives for the seamen and the consequent payment of legal fees.

It was found that the average settlement in the 899 cases not involving legal fees was \$262.47 per case as compared with the average estimated settlement of \$352.56 under the adaptation of the provisions of the longshoremen's and harbor workers' compensation act employed in this study.

In the 296 cases involving legal fees the amount of the settlement included the amount paid by the seaman as legal fees. Such information as could be obtained indicated that the cases were taken by the attorney on a contingent fee. This was stipulated as one-half or more than one-half of the amount recovered in 87 per cent of the 62 cases in which the fee was learned. The average of the gross amounts paid by the insurance or shipping company in the 296 cases was \$1,317.03 per case. Assuming that the legal fees in these cases were as low as 40 per cent of the settlement, the average net amount received by the seaman would have been \$790.22 as compared with the average estimated settlement of \$821.07 under the assumed conditions of this study.

### Scope of Study

The bureau's study covered all claims settled in the 1926 business year by the more important shipping companies and marine underwriters in the New York City area, for which the bureau was able to obtain sufficient information concerning disability and settlement to make a comparison with the provisions of the longshoremen's compensation act. The 1,195 cases shown are representative of settlements consummated in one year for injury to all classes of American seamen (except those on the Great Lakes), even though some of the injuries occurred one, two, or even five years prior to settlement.

The initial information obtained from the company records of claims closed was supplemented by data gathered from other sources. No data were collected as to the number of ships operating, the number of seamen employed, or the number of accidents occurring to seamen. Further, the bureau made no attempt to determine how often injuries result in a claim, or how many injuries there were for

which no claim was made, but which were deserving of recompense. There were a considerable number of injuries for which seamen would have been recompensed had claims been filed. This indicates a lack of knowledge on the part of seamen as to their rights when injured, or a feeling of the futility of trying to prosecute a claim because of inexperience in these matters.

### Hypothetic Application of Compensation Law

An estimate was also made of the total amount which would probably have been recovered had the same accident cases been adjudicated according to the provisions of a compensation law such as the longshoremen's and harbor workers' compensation act, retaining, however, the seaman's present right to maintenance and cure, and wages to the end of the voyage.

The longshoremen's act was made the basis of comparison because the original bill (S. 3170) included seamen and hence is suppositionally the kind of instrument which would cover seamen if they were made subject to such legislation; and, moreover, because longshoremen and seamen often work side by side, and in some cases longshoremen and seamen are injured in the same accident.

In estimating the probable amount payable to seamen under a compensation law, the compensation allowed longshoremen for comparable disabilities was applied, as nearly as practicable, to each of the 1,195 cases of injured seamen.

### Comparative Summary

Table 1 shows averages for all cases studied (including 29 cases in which the injury was not followed by an incapacitating disability) as well as for those cases in which the injury was followed by disability as defined by the longshoremen's compensation act, viz, "incapacity because of injury to earn the wages which the employee was receiving at the time of the injury in the same or any other employment." Another subdivision is made of the latter class for those cases in which the disability continued beyond the duration of the seaman's contract (articles).

The cases in each division are classified according to whether or not their settlement involved the payment of legal fees.

Of the 29 cases included in the first division which were followed by no technical disability, the injuries in 14 were not severe enough for the seaman to leave his duties except for first-aid treatment; 8 caused the seaman to be relieved from duty for a short time as, for example, the remainder of the watch; and 7 of the injuries were more severe, but because of the nature of their duties the seamen were able to stand regular watch. In one instance a radio operator sprained his knee, while in another a second engineer was bruised and scalded about the head and face. None of these cases would have received any consideration under a compensation law because there was no incapacity to earn wages.

TABLE 1.—Average amounts paid to injured seamen and estimated amounts payable under adaptation of longshoremen's act, and average days of total disability, by method of settlement

Method of settling cases	All cases studied <sup>1</sup>				Cases involving disability					
	Total	Average amount actually paid	Probable recovery under compensation act	Average days of total disability	Total	Average amount actually paid	Probable recovery under compensation act	Beyond duration of seaman's articles		
								Total	Average amount actually paid	Probable recovery under compensation act
<b>Cases involving no legal fees</b>										
Settled by personal agreement.....	874	\$269.81	\$351.29	49.4	856	\$272.99	\$358.67	712	\$305.27	\$410.18
No claim filed.....	25	6.02	396.94	41.8	25	6.02	396.94	21	6.85	461.96
Total and average.....	899	262.47	352.56	49.1	881	265.41	359.76	733	296.72	411.62
<b>Cases involving legal fees</b>										
Settled by agreement by attorney.....	80	\$507.40	\$497.90	86.5	78	\$518.49	\$510.66	70	\$565.51	\$564.62
Action compromised.....	182	\$1,169.29	\$44.01	86.0	173	\$1,222.90	\$87.92	148	\$1,390.05	\$1,027.48
Settled by jury or judge.....	34	\$4,012.89	\$1,458.69	144.9	34	\$4,012.89	\$1,458.69	28	\$4,745.09	\$1,753.56
Total and average.....	296	\$1,317.03	\$21.07	92.9	285	\$1,362.95	\$82.76	246	\$1,537.30	\$978.41
Grand total and average.....	1,195	\$523.69	\$468.61	60.0	1,166	\$533.68	\$480.26	979	\$608.45	\$554.04

<sup>1</sup> Including 29 in which a settlement was made for injury which caused no disability.

<sup>2</sup> Gross amount; includes seaman's net recovery and all fees charged by his attorney. See Tables 2 and 3, pages 7 and 8, for details of fees charged in some cases.

<sup>3</sup> Includes "gross amounts" of settlements in 296 cases involving legal fees.

*Cases involving no legal fees.*—In the cases involving no legal fees the amounts shown as actually paid are the net amounts received by the seamen. The 874 cases settled by personal agreement include all cases settled by agreement between the seamen and a claim adjuster for the shipping company or the underwriter, a comparatively small number referred by mutual agreement to the United States Compensation Commission for adjudication, and a few cases in which the seaman retained an attorney but later personally made a settlement with the claim adjuster without the knowledge of the attorney. The actual average net settlement in these 874 cases was \$269.81. Under the adaptation of the longshoremen's law as made in this study the average estimated settlement would have been \$351.29, or \$81.48 more than the seamen actually received.

The 25 cases in which no claim was filed are those in which the seamen were disabled and would have been entitled to compensation under the adaptation of the longshoremen's law, or to wages and maintenance under their maritime rights had they presented claims. The wages paid to seaman when put ashore constituted the only settlement in any of these cases. In three cases there were no wages due, as the accident occurred just at the end of the voyage. In one other case no part of the wages due under this right was paid

because the seaman was put ashore when his incapacity began and was never heard from in regard to a settlement. In 10 cases the seaman remained aboard and was paid wages up to the time of expiration of his articles. The other 11 seamen were put ashore before the end of the voyage and were paid at that time. They did not receive the additional wages to which they were entitled, in most cases probably because they took no steps to recover such wages. The average actual net payment to the seamen in these cases after being injured was \$6.02, while the probable recovery under the compensation act would have averaged \$396.94.

It is noted that the period of total disability in the cases settled by personal agreement averaged 49.4 days, while in the cases for which no claim was filed total disability lasted 41.8 days. The average probable recovery under the compensation act for these two groups of cases would have been \$351.29 and \$396.94, respectively. The latter average is considerably higher than the former because the latter group includes one case of arm dismemberment and two cases of finger amputation in which the computed compensation is based on the permanent partial disability schedule in the longshoremen's law, which provides a much longer period of payment than the actual total days of disability. After having received hospital treatment, the seaman whose arm was dismembered was deported and no action was taken to recover for the injury. Three per cent of all cases settled by personal agreement involved amputation and dismemberment, while 12 per cent of the cases in which no claim was filed were injuries of this type.

The average net settlement per case for both groups combined was \$262.47, while the probable recovery under a law similar to the longshoremen's act would have been \$352.56, or \$90.09 more per case.

*Cases involving legal fees.*—In these cases the bureau secured data regarding the amount of the settlement as paid by the shipowner or the underwriter, but except for a comparatively few cases the amount which the seaman actually received could not be ascertained. All of the amounts shown as settlements in these cases include the amounts later paid by the seaman in legal fees, but do not include court costs.

Information as to the amounts of such fees was extremely difficult to obtain. The amount of the legal fee has been verified in 22 cases. In 12 of these the fee formed 50 per cent of the amount recovered, in 3, 40 per cent, and in the other 7 cases 60, 53, 43, 39, 29, 27, and 25 per cent, respectively. The simple average of attorney charges in the 22 cases is a little over 45 per cent.

The average actual "gross" settlement per case in the cases involving legal fees was \$1,317.03, as compared with a probable "net" settlement of \$821.07 under the longshoremen's act. Estimating the average fees charged by the attorney in such cases at 40 per cent of the amount of the settlement, the "net" amount received by the seaman would have averaged \$790.22 per case, or \$30.85 less than he would have received under the adaptation of the longshoremen's act. If the lawyer's fees had averaged as much as 50 per cent of the amount of the settlement, the average net amount received by the seaman would have been \$658.52, or \$162.55 less per case than the estimate under the compensation law.

In the 80 cases settled by agreement between a claim adjuster and an attorney acting for the seaman the average gross amount actually paid per case was \$507.40, while the estimated recovery under the longshoremen's act would be \$497.90, or 98.1 per cent of the former amount.

In the 182 cases settled by compromise between the attorneys of the two parties after legal action to recover damages for injury had been commenced, the settlements shown include the legal fees. The settlements in these cases averaged \$1,169.29, while the probable settlement under the act would have been \$844.01, or 72.2 per cent of the actual settlement.

The majority of the 34 cases prosecuted to judgment were tried before a jury, but in a few instances the trial by jury was waived and the settlement was the result of the court's judgment. The average actual gross settlement in these 34 cases was \$4,012.89, while the probable settlement under adaptation of the act would have been \$1,458.69. In 1 of these cases the verdict was for \$34,000; in 8 cases the verdicts ranged from \$7,500 to \$14,700; in 1 case the verdict was for \$5,000; and in 15 the verdict ranged from \$130 to \$2,500. In 9 cases the court's decision was adverse to the seaman, although in each case there was actual disability arising "out of and in course of the employment," and settlement with the seaman to the extent of wages and maintenance would have been made had he chosen to keep his case out of court. In four of the nine cases the seaman began legal action because he thought the ship could be proved liable, but in each case he failed to prove liability and the case was dismissed. In three cases action was started, but when the case came to trial the plaintiff failed to appear and the case was dismissed. In one the seaman sued the wrong party, and in the ninth case the statute of limitations barred the seaman from proceeding with his case. The high verdicts first mentioned were what might be termed "sympathy verdicts."

The reason for the differences in the ratios between the estimated settlement and the average length of the disability shown for the three groups of cases in which legal fees were involved is the difference in the nature of the cases included in the different groups. The ratios are, respectively, an estimated settlement of \$497.40, based on 86.5 days' average disability; \$844.01, based on 86 days' average disability; and \$1,458.69, based on 144.9 days' average disability. One per cent of the cases closed by settlement with the attorney, 6 per cent of the cases settled by compromise, and 12 per cent of the cases settled by jury or judge were dismemberments or amputations. For such permanent partial disabilities the longshoremen's law provides a schedule specifying the number of weeks' compensation to be paid and this schedule raises the basic period for which compensation was computed far above the actual period of disability.

*All cases studied.*—The average settlement for all cases studied was \$523.69. Assuming that legal fees in the 296 cases in which an attorney was engaged averaged as low as 40 per cent of the settlement in each case, and basing a grand average for all cases on this assumption, the actual net recovery by the seaman in each case would have averaged \$393.19. This average is \$75.42, or 16.1 per cent less than the amount (\$468.61) which would probably have been recovered under the longshoremen's act, as adapted. If the legal fee in the 296 cases

had averaged as much as 50 per cent the seamen would have recovered an average of \$360.57, which is \$108.04, or 23.1 per cent, less than the probable recovery under the longshoremen's act.

### Legal Fees

Information as to legal fees charged in a number of cases in the study was obtained from legal documents, depositions, reports, attorneys, and also directly from the seamen themselves, through the cooperation of the Seaman's Church Institute, New York City. Such information indicates that the legal fees charged are almost without exception contingent upon recovery and in most cases are specified as 50 per cent of the settlement, although an occasional case may specify as low as 25 per cent. A very few minor cases are handled by representatives of charitable organizations for a small fee, usually not exceeding 10 per cent.

Table 2 shows detailed figures for 22 cases in which the amounts of the fees collected were verified. In reference to case No. 182 for which data are shown in the table, it is necessary to point out that the contract of retainer specified that the fee would be 50 per cent of the settlement. The suit was brought through a representative of the seaman's widow, the widow at the time being a nonresident alien. The attorney in the case, after collecting 50 per cent of the settlement, also collected the sum of \$594.94 to cover "expenses" said to have been incurred in the prosecution of the case. The fees shown in the table do not cover any of the legitimate fees, court cost, or other expense items usually incurred in the trial of such cases, and all such charges have been eliminated from any of the figures shown as settlements in this study.

TABLE 2.—*Net amount received by seaman or beneficiary in 22 cases*

Method of settlement	Amount of settlement	Net recovery by beneficiary	Fee	
			Amount	Per cent of total recovery
<b>Agreement by attorney:</b>				
Case No. 45.....	\$183.00	\$183.00	\$50.00	27
Case No. 53.....	125.00	62.50	62.50	50
Case No. 56.....	100.00	75.00	25.00	25
Case No. 70.....	250.00	150.00	100.00	40
<b>Action compromised:</b>				
Case No. 9.....	150.00	75.00	75.00	50
Case No. 13.....	100.00	50.00	50.00	50
Case No. 27.....	100.00	50.00	50.00	50
Case No. 76.....	75.00	37.50	37.50	50
Case No. 77.....	1,000.00	500.00	500.00	50
Case No. 81.....	1,175.00	715.00	460.00	39
Case No. 87.....	300.00	180.00	120.00	40
Case No. 89.....	2,750.00	1,375.00	1,375.00	50
Case No. 90.....	175.00	125.00	50.00	29
Case No. 117.....	100.00	57.00	43.00	43
Case No. 166.....	2,500.00	1,250.00	1,250.00	50
Case No. 179.....	150.00	75.00	75.00	50
Case No. 182.....	5,000.00	<sup>1</sup> 1,905.06	2,500.00	50
Case No. 10.....	75.00	30.00	45.00	60
Case No. 28.....	1,000.00	500.00	500.00	50
Case No. 106.....	3,000.00	1,795.00	1,205.00	40
Case No. 132.....	150.00	70.00	80.00	53
<b>Case settled by jury or judge:</b>				
Case No. 29.....	8,000.00	4,000.00	4,000.00	50

<sup>1</sup> \$594.94 was collected by the attorney to cover "expenses" said to have been incurred in prosecuting the case.

Table 3 below shows for 40 cases the amount of the fee specified in the contract of retainer in each case, but the net recovery by the seamen could not be obtained. Some of the cases may be similar to case No. 182 shown above.

TABLE 3.—Amount of fee specified by contract of retainer in 40 cases

Method of settlement	Amount		Method of settlement	Amount	
	Settle-ment	Fee		Settle-ment	Fee
<b>Agreement by attorney:</b>			<b>Action compromised—Con.</b>		
Case No. 4.....	\$400.00	\$200.00	Case No. 75.....	\$150.00	\$75.00
Case No. 6.....	225.00	112.50	Case No. 91.....	25.00	12.50
Case No. 8.....	2,000.00	1,000.00	Case No. 97.....	3,000.00	1,500.00
Case No. 11.....	3,500.00	1,750.00	Case No. 105.....	750.00	375.00
Case No. 15.....	125.00	62.50	Case No. 107.....	500.00	250.00
Case No. 20.....	30.00	15.00	Case No. 111.....	500.00	250.00
<b>Action compromised:</b>			Case No. 123.....	325.00	162.50
Case No. 3.....	5,000.00	2,500.00	Case No. 124.....	1,650.00	825.00
Case No. 25.....	500.00	250.00	Case No. 125.....	250.00	125.00
Case No. 28.....	1,000.00	500.00	Case No. 129.....	50.00	25.00
Case No. 35.....	100.00	50.00	Case No. 131.....	200.00	100.00
Case No. 53.....	5,000.00	2,500.00	Case No. 143.....	46.00	23.00
Case No. 54.....	100.00	50.00	Case No. 161.....	50.00	25.00
Case No. 56.....	100.00	50.00	Case No. 164.....	600.00	300.00
Case No. 58.....	75.00	37.50	Case No. 165.....	50.00	25.00
Case No. 63.....	250.00	125.00	Case No. 166.....	2,500.00	1,250.00
Case No. 65.....	100.00	50.00	Case No. 167.....	50.00	25.00
Case No. 66.....	450.00	225.00	Case No. 169.....	300.00	150.00
Case No. 67.....	7,500.00	3,750.00	Case No. 176.....	40.00	20.00
Case No. 69.....	225.00	112.50	Case No. 181.....	750.00	375.00
Case No. 71.....	4,000.00	2,000.00			

Some of the types of blank contracts or forms used by attorneys or their runners in signing the injured seamen as clients are printed below. It will be seen that the first form shown specifies "Fifty (50%) per cent of any sum recovered by way of settlement, verdict, or otherwise."

The agreement as to the amount of the fee in the second form peculiarly states "that I (the seaman) am to receive \_\_\_\_\_ of any verdict or settlement and that the said (attorney or attorneys) are to receive the other half thereof, together with taxable costs."

The third form is drawn in somewhat more flexible terms and provides that "Said attorney to receive a reasonable percentage of the net recovery, his fee to be contingent upon recovery."

[Form 1]

I hereby retain \_\_\_\_\_, attorney at law, of \_\_\_\_\_, Manhattan, New York, to institute legal proceedings against \_\_\_\_\_ or other such corporations, partnerships, or individuals who may be responsible, to recover damages in behalf of \_\_\_\_\_, and hereby assign the costs and agree to pay him 50 per cent of any sum recovered by way of settlement, verdict, or otherwise. No charge to be made unless a recovery or settlement to be had.

Dated \_\_\_\_\_.

Witness \_\_\_\_\_.

[Form 2]

I, \_\_\_\_\_, residing at \_\_\_\_\_ Street (Avenue), city of New York, Borough of \_\_\_\_\_, do hereby retain \_\_\_\_\_, attorney at law, of \_\_\_\_\_ Borough of Manhattan, New York City, to prosecute or settle my claim for damages arising from personal injuries received by \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 192-, through the negligence of \_\_\_\_\_ or other persons, and do

hereby give the said \_\_\_\_\_ the exclusive right to take all legal steps to enforce my said claim.

In consideration of the services rendered and to be rendered by the said \_\_\_\_\_ it is agreed that I am to receive \_\_\_\_\_ of any verdict or settlement and that the said \_\_\_\_\_ are to receive the other half thereof, together with taxable costs.

New York \_\_\_\_\_, 192-.

\_\_\_\_\_. [L. s.]  
(Signature)

Witness: \_\_\_\_\_

\_\_\_\_\_  
[Form 3]

\_\_\_\_\_ against \_\_\_\_\_

Know all men by these presents that I the undersigned hereby retain \_\_\_\_\_, of \_\_\_\_\_ Street, New York City, as my attorney to prosecute, compromise, or settle my claim for \_\_\_\_\_ against \_\_\_\_\_ under the following terms: Said attorney to receive a reasonable percentage of the net recovery, his fee to be contingent upon recovery. In case of a disagreement as to the amount of a reasonable percentage as herein described the matter shall be referred to the court or five members of my union for a decision.

I by these presents constitute, make, and appoint said \_\_\_\_\_ as my true and lawful attorney in fact for me and in my name and give him full power and authority to commence suit or compromise and settle my claim, and to receive for me any moneys that may be due me by way of judgment, compromise or settlement, or in any other manner, and I further give him specific authority to execute a general release or releases and receipts in my name and on my behalf in full settlement or discharge of said claim.

I further authorize said \_\_\_\_\_ to endorse in my behalf any checks or drafts which may be received in settlement, or compromise of my said claim and to hold such funds as may be received by him until I call for same or otherwise direct.

It is further understood that any funds received by settlement, compromise, or suit shall be delivered to me after deducting said attorney's fees, at any place or time I may direct.

\_\_\_\_\_. [L. s.]

Name (in full) \_\_\_\_\_ address \_\_\_\_\_. Capacity \_\_\_\_\_. Wages \_\_\_\_\_.

On this \_\_\_\_\_ day of \_\_\_\_\_ 192-, before me personally appeared \_\_\_\_\_ to me known and known to me to be the individual described in and who executed the foregoing power of attorney and he duly acknowledged to me that he executed the same.

Whenever possible, this paper should be acknowledged before a notary public, commissioner of deeds, magistrate, or attorney.

Table 4 shows the average period of total disability, of treatment, and of convalescence; the average period for which the seamen were entitled to wages, the average amounts of wages and maintenance, and wages to which they were entitled, and the average amounts actually paid, as well as the estimated recovery under the adaptation of the longshoremen's act. The table also shows the number of cases in which the separate items were involved. For example, of the cases settled by personal agreement, the days of treatment on ship in the 555 cases in which such treatment was given averaged 9.9 days per case. Based on the whole number of cases (874) settled by personal agreement, this average was 6.3 days.

The table, like Table 1, is divided into two sections. The first section includes figures for cases in which the seamen had no legal fees to pay because the settlement was consummated after agreement between the seaman and the claim adjuster. The second section includes cases

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settled by an attorney acting for the seaman either by agreement with the claim adjustor, compromise after legal action was commenced, or by the prosecution of the case in the courts. The fee of the seaman's attorney is included in the amount of the settlements in these groups.

Totals are shown for each section and for both sections combined. The chief value of the latter totals is that the figures shown represent the actual average amounts paid by the shipowner or the underwriter to the seamen or their attorneys in settlement of the cases covered in this study.

TABLE 4.—*Accidents to seamen of United States merchant marine, summarized by method of settlement*

Item	Cases involving no legal fees			Cases involving legal fees				Both types of cases
	Personal agreement	No claim filed <sup>1</sup>	Total	Agreement by attorney	Compromised	Jury or judge	Total	
All cases.....	874	25	899	80	182	34	296	1,195
Total disability:								
Cases involving.....	843	25	868	77	162	32	271	1,139
Average days per case having.....	51.2	41.8	50.9	89.8	96.6	153.9	101.5	62.9
Average days, all cases.....	49.4	41.8	49.1	86.5	86.0	144.9	92.9	60.0
Treatment:								
Cases receiving—								
On ship.....	555	13	568	54	103	21	178	746
As inpatient.....	432	21	473	50	107	25	182	655
As outpatient.....	468	7	470	40	69	11	120	590
Average days per case receiving—								
On ship.....	9.9	5.4	9.8	9.4	13.7	15.5	12.6	10.5
As inpatient.....	32.7	35.8	32.9	57.3	82.0	136.7	82.7	46.7
As outpatient.....	23.4	8.6	23.2	32.8	35.1	14.9	32.5	25.1
Average days, all cases—								
On ship.....	6.3	2.8	6.2	6.4	7.8	9.6	7.6	6.5
As inpatient.....	16.9	30.1	17.3	35.8	48.2	100.5	50.9	25.6
As outpatient.....	12.4	2.4	12.1	16.4	13.3	4.8	13.2	12.4
Convalescence:								
Cases involving.....	429	7	436	41	74	10	125	561
Average days per case having.....	27.9	23.4	27.9	54.0	67.4	101.8	65.8	36.3
Average days, all cases.....	13.7	6.6	13.5	27.7	27.4	29.9	27.8	17.1
Wages:								
Period to which entitled—								
Cases involved.....	787	22	809	68	149	30	247	1,056
Average days per case involved.....	16.0	16.8	16.0	13.8	20.9	23.1	19.2	16.8
Average days, all cases.....	14.4	14.8	14.4	11.7	17.1	20.4	16.0	14.8
Amount payable—								
Cases involved.....	787	22	809	68	149	30	247	1,056
Average per case involved.....	\$44.29	\$45.42	\$44.32	\$30.91	\$45.76	\$55.60	\$42.87	\$43.98
Average, all cases.....	\$39.88	\$39.97	\$39.88	\$26.27	\$37.47	\$49.06	\$35.77	\$38.86
Maintenance:								
Period to which entitled—								
Cases involved.....	739	11	750	63	114	18	195	945
Average days per case involved.....	30.1	20.4	30.0	56.0	64.6	65.7	61.9	36.6
Average days, all cases.....	25.5	9.0	25.0	44.1	40.5	34.8	40.8	28.9
Amount payable—								
Cases involved.....	739	11	750	63	114	18	195	945
Average per case involved.....	\$70.71	\$47.41	\$70.36	\$119.15	\$139.55	\$136.06	\$132.64	\$83.21
Average, all cases.....	\$59.78	\$20.86	\$58.70	\$93.83	\$87.41	\$72.03	\$87.38	\$65.80
Period from injury to settlement:								
Cases involved.....	866	11	877	80	177	31	288	1,165
Average days per case involved.....	36.4	12.2	35.5	236.1	652.1	301.5	552.7	201.0
Average days, all cases.....	35.6	5.4	33.4	236.1	634.2	730.7	537.7	195.9
Amount actually paid as:								
Wages—								
Cases involved.....	781	21	802	67	144	30	241	1,043
Average per case involved.....	\$29.85	\$7.17	\$29.26	\$23.22	\$24.08	\$36.39	\$25.37	\$23.34
Average, all cases.....	\$26.65	\$6.02	\$26.08	\$19.45	\$19.05	\$32.11	\$20.66	\$24.74

<sup>1</sup> Cases in which injured seamen were paid wages when put ashore and made no further claim, but who would have been entitled to compensation under the adaptation of the longshoremen's act.

TABLE 4.—Accidents to seamen of United States merchant marine, summarized by method of settlement—Continued

Item	Cases involving no legal fees			Cases involving legal fees				Both types of cases
	Personal agreement	No claim filed	Total	Agreement by attorney	Compromised	Jury or judge	Total	
Amount actually paid as—Contd.								
Maintenance—								
Cases involved.....	620		620	14	21	1	36	656
Average per case involved.....	\$51.24		\$51.24	\$151.61	\$160.00	\$20.00	\$152.85	\$56.81
Average, all cases.....	\$36.37		\$35.36	\$28.53	\$18.46	\$0.59	\$18.59	\$31.20
Other settlement—								
Cases involved.....	749		749	75	177	25	277	1,026
Average per case involved.....	\$241.30		\$241.30	\$492.18	\$1,163.75	\$5,413.05	\$1,365.43	\$544.79
Average, all cases.....	\$206.79		\$201.04	\$461.42	\$1,131.78	\$3,980.19	\$1,277.78	\$467.74
Total—								
Cases involved.....	872	21	893	80	182	31	293	1,186
Average per case involved.....	\$270.43	\$7.17	\$264.24	\$507.40	\$1,169.29	\$4,401.23	\$1,330.52	\$527.66
Average, all cases.....	\$269.81	\$6.02	\$262.47	\$507.40	\$1,169.29	\$4,012.89	\$1,317.08	\$523.69
Probable recovery under compensation act:								
Cases involved.....	856	25	881	78	173	34	285	1,166
Average per case involved.....	\$358.67	\$396.94	\$359.76	\$510.66	\$887.92	\$1,458.69	\$852.76	\$460.26
Average, all cases.....								
Amount.....	\$351.29	\$396.94	\$352.56	\$497.90	\$844.01	\$1,458.69	\$821.07	\$468.61
Compared with actual recovery (4th fig. line above).....	\$81.48	\$390.92	\$90.09	\$9.50	\$325.28	\$2,552.19	\$495.72	\$55.08
Period used in computation of compensation:								
Cases involved.....	699	21	720	68	137	25	230	950
Average days per case involved.....	70.7	152.0	73.1	140.5	201.6	472.3	213.0	108.9
Average days, all cases.....	56.5	127.7	58.5	119.4	151.8	347.3	165.5	85.0

² Greater.

³ Less.

Table 5 presents the 1,195 cases covered distributed by principal injury or condition and grouped by the method of settlement. It shows that the largest number of cases grouped by principal injury were the 451 resulting from abrasion, bruise, laceration, or puncture, while the next largest group was the 253 cases falling under concussion, dislocation, or fracture. In many of these cases there were other injuries in addition to the "principal injury" indicated, but in making the distribution the bureau has regarded the most serious phase or that part of the injury which primarily caused the disability as the "principal injury."

TABLE 5.—Cases covered distributed by principal injury or condition and method of settlement

Injury or condition	Number of cases	Method of settling cases				
		Number of cases involving no legal fees		Number of cases involving legal fees		
		Personal agreement	No claim filed	Agreement by attorney	Action compromised	Jury or judge
Amputation or dismemberment.....	47	29	3	1	10	4
Concussion, dislocation, or fracture:						
Head.....	24	14	-----	3	6	1
Body.....	53	33	-----	8	8	4
Arms and legs.....	71	41	3	3	20	4
Hands and wrists.....	70	52	-----	5	12	1
Ankles and feet.....	35	25	-----	4	6	-----
Burn and scald.....	116	92	-----	7	13	4
Abrasion, bruise, laceration, or puncture..	451	346	13	26	57	9
Sprain.....	87	66	1	5	15	-----
Strain.....	62	51	3	4	3	1
Hernia.....	83	62	-----	9	9	3
Foreign matter embedded.....	28	18	1	4	5	-----
Occupational disease.....	13	10	-----	-----	3	-----
Death.....	22	13	-----	1	7	1
Other causes.....	33	22	1	-----	8	2
All cases.....	1,195	874	25	80	182	34
Followed by infection.....	156	116	7	11	18	4

Table 6 shows the per cent of the total cases closed by each method of settlement distributed by the principal injury or condition. It shows that 20 per cent of the cases settled by personal agreement and 12 per cent of the cases in which no claim was filed were the result of concussion, dislocation, or fracture, as compared with 29 per cent of the cases in the "Agreement by attorney" group, 28 per cent in the "Action compromised" group, and 30 per cent in the "Jury or judge" group, while 21 per cent of the total cases covered resulted from those causes. The table shows also that 40 per cent of the cases settled by personal agreement and 52 per cent of those in which no claim was filed were caused by abrasion, bruise, laceration, or puncture, as compared with 33 per cent in the "Agreement by attorney" group, 31 per cent of the "Action compromised" group, and 26 per cent of the "Jury or judge" group. It will thus be seen that more than half of the cases covered in which seamen retained legal aid originated from injuries included in the two groups mentioned.

TABLE 6.—Per cent of total cases settled by each method distributed by principal injury or condition

Injury or condition	Per cent of all cases	Method of settling cases				
		Per cent of cases involving no legal fees		Per cent of cases involving legal fees		
		Personal agreement	No claim filed	Agreement by attorney	Action compromised	Jury or judge
Amputation or dismemberment.....	4	3	12	1	6	12
Concussion, dislocation, or fracture:						
Head.....	2	2		4	3	3
Body.....	4	4		10	4	12
Arms and legs.....	6	5	12	4	11	12
Hands and wrists.....	6	6		6	7	3
Ankles and feet.....	3	3		5	3	
Burn or scald.....	10	10		9	7	12
Abrasion, bruise, laceration, or puncture..	38	40	52	33	31	26
Sprain.....	7	7	4	6	8	
Strain.....	5	6	12	5	2	3
Hernia.....	7	7		11	5	9
Foreign matter embedded.....	2	2	4	5	3	
Occupational disease.....	1	1			2	
Death.....	2	1		1	4	3
Other causes.....	3	3	4		4	5
All cases.....	100	100	100	100	100	100
Followed by infection.....	13	8	28	14	10	12

Table 7 shows the per cent of total cases in each principal injury or condition group distributed by the method of settlement. The percentages here shown indicate that seamen suffering from injuries caused by concussion, dislocation, or fracture retain legal aid more often than those suffering from other kinds of injuries. In this group 34 per cent of the seamen retained counsel, distributed as follows: 9 per cent in the "Agreement by attorney" group, 21 per cent in the "Action compromised" group, and the other 4 per cent in the "Jury or judge" group. Legal aid was involved in 32 per cent of the cases in each of the groups, "Amputation or dismemberment" and "Foreign matter embedded." In the first of these groups 2 per cent were settled by agreement between the claim adjuster and an attorney acting for the seaman, 21 per cent by compromise after legal action had been commenced, and 9 per cent by a jury or a judge, while in the second group 14 per cent were in the "Agreement by attorney" group, 18 per cent in the "Action compromised" group, and none in the group settled by "Jury or judge."

TABLE 7.—Per cent of total cases under each principal injury or condition distributed by method of settlement

Injury or condition	Number of cases	Method of settling cases					Total
		Per cent of cases involving no legal fees		Per cent of cases involving legal fees			
		Personal agreement	No claim filed	Agreement by attorney	Action compromised	Jury or judge	
Amputation or dismemberment.....	47	62	6	2	21	9	100
Concussion, dislocation, or fracture.....	253	65	1	9	21	4	100
Burn and scald.....	116	79	-----	6	11	4	100
Abrasion, bruise, laceration, or puncture.....	451	77	3	6	12	2	100
Sprain.....	87	76	1	6	17	-----	100
Strain.....	62	82	5	6	5	2	100
Hernia.....	83	75	-----	11	11	3	100
Foreign matter embedded.....	28	64	4	14	18	-----	100
Occupational disease.....	13	77	-----	-----	23	-----	100
Death.....	22	59	-----	5	31	5	100
Other causes.....	33	67	3	-----	24	6	100
All cases.....	1,195	73	2	7	15	3	100
Followed by infection.....	156	74	4	7	12	3	100

Tables 5, 6, and 7 also show that 156 injuries out of the 1,195 cases studied or 13 per cent were followed by infection; that 74 per cent of the infected cases were among those settled by personal agreement, 4 per cent among those in which no claim was filed, 7 per cent in the group settled by agreement between a claim adjuster and an attorney for the seaman, 12 per cent in the group settled by compromise after legal action had been commenced, and 3 per cent among those settled by court decision.

The tables show that the study covered 22 death cases. Drowning caused 5 deaths; fractures, 4; burns, 3; gas asphyxiation, 2; exposure, 1; explosion, 1; internal injuries, 1; laceration, 1; and collision, 1. The exact nature of the injury in the latter case is unknown.

The cases included under "Other causes" are those resulting from such causes as traumatic arthritis, hydrocele, neurosis, osteitis, thrombosis, hypertrophy, paralysis, and one case of endarteritis obliterans.

## Provisions of the Longshoremen's Act and Method of Application

THE provisions of the longshoremen's and harbor workers' compensation act which have been used as the basis for computing estimated compensation for seamen are as follows:

\* \* \* \* \*

(b) Compensation for disability shall not exceed \$25 per week nor be less than \$8 per week: *Provided, however,* That if the employee's wages at the time of injury are less than \$8 per week he shall receive his full weekly wages.

### *Compensation for disability*

SEC. 8. Compensation for disability shall be paid to the employee as follows:

(a) Permanent total disability: In case of total disability adjudged to be permanent  $66\frac{2}{3}$  per centum of the average weekly wages shall be paid to the employee during the continuance of such total disability. Loss of both hands,

or both arms, or both feet, or both legs or both eyes, or of any two thereof shall, in the absence of conclusive proof to the contrary, constitute permanent total disability. In all other cases permanent total disability shall be determined in accordance with the facts.

(b) Temporary total disability: In case of disability total in character but temporary in quality 66⅔ per centum of the average weekly wages shall be paid to the employee during the continuance thereof.

(c) Permanent partial disability: In case of disability partial in character but permanent in quality the compensation shall be 66⅔ per centum of the average weekly wages, and shall be paid to the employee, as follows:

- (1) Arm lost, three hundred and twelve weeks' compensation.
- (2) Leg lost, two hundred and eighty-eight weeks' compensation.
- (3) Hand lost, two hundred and forty-four weeks' compensation.
- (4) Foot lost, two hundred and five weeks' compensation.
- (5) Eye lost, one hundred and sixty weeks' compensation.
- (6) Thumb lost, seventy-five weeks' compensation.
- (7) First finger lost, forty-six weeks' compensation.
- (8) Great toe lost, thirty-eight weeks' compensation.
- (9) Second finger lost, thirty weeks' compensation.
- (10) Third finger lost, twenty-five weeks' compensation.
- (11) Toe other than great toe lost, sixteen weeks' compensation.
- (12) Fourth finger lost, fifteen weeks' compensation.
- (13) Loss of hearing: Compensation for loss of hearing of one ear, fifty-two weeks. Compensation for loss of hearing of both ears, two hundred weeks.
- (14) Phalanges: Compensation for loss of more than one phalange of a digit shall be the same as for loss of the entire digit. Compensation for loss of the first phalange shall be one-half of the compensation for loss of the entire digit.
- (15) Amputated arm or leg: Compensation for an arm or a leg, if amputated at or above the elbow or the knee, shall be the same as for a loss of the arm or leg; but, if amputated between the elbow and the wrist or the knee and the ankle, shall be the same as for loss of a hand or foot.
- (16) Binocular vision or per centum of vision: Compensation for loss of binocular vision or for 80 per centum or more of the vision of an eye shall be the same as for loss of the eye.
- (17) Two or more digits: Compensation for loss of two or more digits, or one or more phalanges of two or more digits, of a hand or foot may be proportioned to the loss of use of the hand or foot occasioned thereby, but shall not exceed the compensation for loss of a hand or foot.

(18) Total loss of use: Compensation for permanent total loss of use of a member shall be the same as for loss of the member.

(19) Partial loss or partial loss of use: Compensation for permanent partial loss or loss of use of a member may be for proportionate loss or loss of use of the member.

(20) Disfigurement: The deputy commissioner shall award proper and equitable compensation for serious facial or head disfigurement, not to exceed \$3,500.

(21) Other cases: In all other cases in this class of disability the compensation shall be 66⅔ per centum of the difference between his average weekly wages and his wage-earning capacity thereafter in the same employment or otherwise, payable during the continuance of such partial disability, but subject to reconsideration of the degree of such impairment by the deputy commissioner on his own motion or upon application of any party in interest.

(22) In case of temporary total disability and permanent partial disability, both resulting from the same injury, if the temporary total disability continues for a longer period than the number of weeks set forth in the following schedule, the period of temporary total disability in excess of such number of weeks shall be added to the compensation period provided in subdivision (c) of this section: Arm, thirty-two weeks; leg, forty weeks; hand, thirty-two weeks; foot, thirty-two weeks; eye, twenty weeks; thumb, twenty-four weeks; first finger, eighteen weeks; great toe, twelve weeks; second finger, twelve weeks; third finger, eight weeks; fourth finger, eight weeks; toe other than great toe, eight weeks.

In any case resulting in loss or partial loss of use of arm, leg, hand, foot, eye, thumb, finger, or toe, where the temporary total disability does not extend beyond the periods above mentioned for such injury, compensation shall be limited to the schedule contained in subdivision (c).

(d) Any compensation to which any claimant would be entitled under subdivision (c) excepting subdivision (c-21) shall, notwithstanding death arising

from causes other than the injury, be payable to and for the benefit of the persons following:

(1) If there be a surviving wife or dependent husband and no child of the deceased under the age of eighteen years, to such wife or dependent husband.

(2) If there be a surviving wife or dependent husband and surviving child or children of the deceased under the age of eighteen years, one half shall be payable to the surviving wife or dependent husband and the other half to the surviving child or children.

(3) The deputy commissioner may in his discretion require the appointment of a guardian for the purpose of receiving the compensation of the minor child. In the absence of such a requirement the appointment for such a purpose shall not be necessary.

(4) If there be a surviving child or children of the deceased under the age of eighteen years, but no surviving wife or dependent husband, then to such child or children.

(5) An award for disability may be made after the death of the injured employee.

(e) Temporary partial disability: In case of temporary partial disability resulting in decrease of earning capacity the compensation shall be two-thirds of the difference between the injured employee's average weekly wages before the injury and his wage-earning capacity after the injury in the same or another employment, to be paid during the continuance of such disability, but shall not be paid for a period exceeding five years.

(f) Injury increasing disability: (1) If an employee receive an injury which of itself would only cause permanent partial disability but which, combined with a previous disability, does in fact cause permanent total disability, the employer shall provide compensation only for the disability caused by the subsequent injury: *Provided, however,* That in addition to compensation for such permanent partial disability, and after the cessation of the payments for the prescribed period of weeks, the employee shall be paid the remainder of the compensation that would be due for permanent total disability. Such additional compensation shall be paid out of the special fund established in section 44.

(2) In all other cases in which, following a previous disability, an employee receives an injury which is not covered by (1) of this subdivision, the employer shall provide compensation only for the disability caused by the subsequent injury. In determining compensation for the subsequent injury or for death resulting therefrom, the average weekly wages shall be such sum as will reasonably represent the earning capacity of the employee at the time of the subsequent injury.

(g) Maintenance for employees undergoing vocational rehabilitation: An employee who as a result of injury is or may be expected to be totally or partially incapacitated for a remunerative occupation and who, under the direction of the commission as provided by section 39 (c) of this act, is being rendered fit to engage in a remunerative occupation, shall receive additional compensation necessary for his maintenance, but such additional compensation shall not exceed \$10 a week. The expense shall be paid out of the special fund established in section 44.

#### *Compensation for death*

Sec. 9. If the injury causes death, the compensation shall be known as a death benefit and shall be payable in the amount and to or for the benefit of the person following:

(a) Reasonable funeral expenses not exceeding \$200.

(b) If there be a surviving wife or dependent husband and no child of the deceased under the age of eighteen years, to such wife or dependent husband 35 per centum of the average wages of the deceased, during widowhood, or dependent widowerhood with two years' compensation in one sum upon remarriage; and if there be a surviving child or children of the deceased under the age of eighteen years, the additional amount of 10 per centum of such wages for each such child until the age of eighteen years; in case of the death or remarriage of such surviving wife or dependent husband any surviving child of the deceased employee, at the time under eighteen years of age, shall have his compensation increased to 15 per centum of such wage, and the same shall be payable until he shall reach the age of eighteen years: *Provided,* That the total amount payable shall in no case exceed 66 $\frac{2}{3}$  per centum of such wages. The deputy commissioner having jurisdiction over the claim may, in his discretion, require the appointment of a guardian for the purpose of receiving the compensation of a minor child. In the

absence of such a requirement the appointment of a guardian for such purposes shall not be necessary.

(c) If there be a surviving child or children of the deceased under the age of eighteen years, but no surviving wife or dependent husband, then for the support of each such child under the age of eighteen years, 15 per centum of the wages of the deceased: *Provided*, That the aggregate shall in no case exceed 66 $\frac{2}{3}$  per centum of such wages.

(d) If there be no surviving wife or dependent husband or child under the age of eighteen years or if the amount payable to a surviving wife or dependent husband and to children under the age of eighteen years shall be less in the aggregate than 66 $\frac{2}{3}$  per centum of the average wages of the deceased; then for the support of grandchildren or brothers and sisters under the age of eighteen years, if dependent upon the deceased at the time of the injury, 15 per centum of such wages for the support of each such person until the age of eighteen years and for the support of each parent, or grandparent, of the deceased if dependent upon him at the time of the injury, 25 per centum of such wages during such dependency. But in no case shall the aggregate amount payable under this subdivision exceed the difference between 66 $\frac{2}{3}$  per centum of such wages, and the amount payable as hereinbefore provided to surviving wife or dependent husband and for the support of surviving child or children.

(e) In computing death benefits the average weekly wages of the deceased shall be considered to have been not more than \$37.50 nor less than \$12, but the total weekly compensation shall not exceed the weekly wages of the deceased.

(f) All questions of dependency shall be determined as of the time of the injury

(g) Aliens: Compensation under this chapter to aliens not residents (or about to become nonresidents) of the United States or Canada shall be the same in amount as provided for residents, except that dependents in any foreign country shall be limited to surviving wife and child or children, or if there be no surviving wife or child or children, to surviving father or mother whom the employee has supported, either wholly or in part, for the period of one year prior to the date of the injury, and except that the commission may, at its option or upon the application of the insurance carrier shall, commute all future installments of compensation to be paid to such aliens by paying or causing to be paid to them one-half of the commuted amount of such future installments of compensation as determined by the commission.

*Payment of compensation*

SEC. 14.

\* \* \* \* \*

(j) Whenever the deputy commissioner determines that it is for the best interests of a person entitled to compensation, the liability of the employer for such compensation may be discharged by the payment of a lump sum equal to the present value of all future payments of compensation computed at 4 per centum true discount compounded annually. The probability of the death of the injured employee or other person entitled to compensation before the expiration of the period during which he is entitled to compensation shall be determined in accordance with the American Experience Table of Mortality. The probability of the happening of any other contingency affecting the amount or duration of the compensation shall be disregarded.

\* \* \* \* \*

(m) The total compensation payable under this act for injury or death shall in no event exceed the sum of \$7,500.

In applying other provisions of the longshoremen's law to the settled claims certain assumptions have been made to make the provisions of the law apply to the conditions obtaining in the shipping industry.

Section 12 (a) of the law provides that "Notice of an injury or a death in respect of which compensation is payable under this act shall be given within thirty days after the date of such injury or death (1) to the deputy commissioner in the compensation district in which the injury occurred, and (2) to the employer." Under the administration of the longshoremen's act the "districts" are limited to the United States, while accidents covered in this study occurred in various other parts of the world. The assumption has been made, therefore, that any injury to an American seaman arising

out of and in the course of his employment no matter where it occurred, provided the injury resulted in sufficient disability, would be compensable.

Section 12 (b) provides in reference to (a) that "Such notice shall be in writing, shall contain the name and address of the employee and a statement of the time, place, nature, and cause of the injury, or death, and shall be signed by the employee or by some person in his behalf, or in case of death, by any person claiming to be entitled to compensation for such death or by a person on his behalf."

Obviously many accidents might occur in which it would be impossible for the seaman to make a report within 30 days after the accident occurred. If such notice were not signed by the injured it must be signed by some one in his behalf, which would mean that were a seaman injured on the Indian Ocean in all probability he must have a representative in the United States who will, upon notification, take care of his interests and serve the properly signed notice with the deputy commissioner. Here again the question of what district the accident may have occurred in arises and it is not hard to conceive the difficulties that would follow an effort to apply the above provisions of the longshoremen's act to seamen. It is assumed that these conditions would be obviated if the law were applied to seamen.

In the determination of the average wage the longshoremen's act specifies the methods to be used in the computations. The application of these provisions in this study have been disregarded and the wage rate as specified for the occupation in which the injured seaman was employed at the time of his injury plus an allowance of \$30 for food and \$15 for quarters per month have been used in making all computations, except for some seamen employed on harbor craft who do not receive food and quarters in addition to the money rate, and also where the seaman was working as a work-a-way at the time of injury. In the latter case the rate applying to his regular occupation, plus the allowances above stated, has been applied.

Section 6 (a) of the longshoremen's act provides that—

No compensation shall be allowed for the first seven days of disability, \* \* \* *Provided, however,* That in case the injury results in disability of more than forty-nine days, the compensation shall be allowed from the date of disability.

The waiting period which has a definite function in all compensation laws would present a rather unusual problem were it applied to seamen. The provision is designed mainly to lessen the opportunity for malingering and at the same time to develop precaution and safer methods. If the seaman were to receive wages to the end of the voyage, in about 40 per cent of compensable cases the waiting period, if applied, would fall somewhere between the middle and the end of the actual period of disability. Hence, if a waiting period were applied at the end of the period for which the seaman receives wages it could not perform a clearly defined function and the bureau has therefore computed compensation from the date that wages ceased to the date the seaman was able to resume work in every case. The only function left the waiting period would be to prevent an award from exceeding the irreducible minimum of expense in the administration of each case adjudicated.

Other necessary considerations in applying such an act to seamen would be the requirements for satisfactory evidence, especially in cases where the seaman was left in a hospital in a foreign port and

the ship upon which he was injured was at sea. At the present time depositions in many cases can not be obtained until long after the accident when the incidents of its occurrence have dimmed in the memory of witnesses and details appearing to be minor in nature at the time but vital in making a just settlement are not available. The agencies through whom settlements are now negotiated often experience great difficulty in obtaining unquestionable facts in regard to an accident. One of the marine underwriters in a memorandum to each of their clients in regard to statements of witnesses to accidents said, "It seems that masters are under the impression that inasmuch as the agency has a representative who boards the vessel on arrival, it is not necessary for the master or his officers to take any action other than to make out a very hasty report." This statement seems to express the general tendency of reports of accidents as the bureau has found them in this study.

There is also the question of limitations. The voyages of some vessels cover a period of a year or more with an indeterminate ending. Some ships that carry on the trade of the northern seas sail with the intention of an early return, but are often frozen in for the winter in inaccessible locations. Such incidents can never be forecast and voyages are thus necessarily lengthened. It is obvious that limitations that apply to the laws of the land would in many instances be far too rigid and prejudicial to the interests of injured seamen.

### Records Fragmentary

**T**HE inauguration of a general system of keeping records of details of injuries to American seamen would work for the interests of both the shipping companies and the seaman. It is not unusual for accident claims to be filed among those for property damage, cargo shortage, cargo damage, hospitalization of alien seamen, etc. Approximately 6,000 such cases were consulted to obtain the 1,195 cases of injury used in this report.

Approximately 90 per cent of the injury cases in the primary sources were incomplete for the purposes of this study. The bureau therefore proceeded to various other sources for information and in so doing has been able to complete a total of 1,195 cases out of 1,981 cases obtained in the primary sources. Additional information necessary was obtained partly by correspondence and partly by sending representatives of the bureau directly to trace records of ships' logs, hospital treatment, treatment by private physicians, records of attorneys, shipping commissioners, and the seamen themselves. In this work agents of the bureau visited, in addition to the New York area, 12 ports on the east coast, 5 ports on the Gulf of Mexico, and 6 ports on the west coast; a total of 38 hospitals, 9 physicians, 8 attorneys, 24 shipowners, and many individuals including seamen.

In the consideration of data collected in this study no weight could be given the unknown factor in a large number of cases—that is, all the claims covered, with few exceptions, have brought the injured man in direct contact with the claim adjuster of either a shipping company or a marine underwriter during settlement negotiations, while in this study the bureau has had only cold facts to work with and has had no opportunity to appraise the actual disability.

The bureau has taken each case only on the merits of the records, many of which may not have shown a period of convalescence which was actually spent before the seaman could return to work. Probably the most difficult record to find was the date the seaman could resume his duties. Disabilities in which the exact date of return to work was obscure have been treated only to the last known date of disability where the seaman was about able to resume work when discharged from the hospital, while others not so definite were rejected entirely.

As already stated, the records of facts concerning injured seamen are to a large extent fragmentary. Many cases appearing to be relevant were scheduled at the primary sources—the shipowners' and the underwriters' records. Additional information from other sources showed that 786 cases, or approximately 40 per cent of the cases covered at the primary sources, could not be used. Two hundred and eight of the 786 rejected cases could have been used had the bureau been able to obtain complete information in each case. One hundred and forty-eight of the 208 cases were injury cases, 28 death cases, 11 were cases in which no time was lost but a money settlement was made, 5 cases were unproved injury, and 16 were false claims which were settled for small sums by the shipowner or underwriter rather than pay legal fees necessary in the case of litigation.

In 96 of the 148 injury cases no claims were filed and no money was paid. In 24 the claims totaled \$205,759, but were settled with no payments, and in the other 28 cases the claims totaled \$56,208.63 and were settled for \$11,927.09.

In 15 of the 28 death cases no claims were filed. A gratuity of \$500 was paid in one of the 15 cases. The claims in the other 13 cases totaled \$256,450 and were settled for \$22,800.

In 175 cases no time was lost by the injured seaman and all were very minor injuries. There was no claim filed in 154 of them. In 10 cases claims totaled \$33,787.50 but were settled with no money payments. In the other 11 cases the claims totaled \$81,963.27 and were settled for \$3,921.27.

Four claims amounting to \$90,000 were found to have been appealed to a higher court which had not yet rendered judgment and they were therefore rejected.

Two injuries were found to have arisen "in the course of" but not "out of the employment."

Thirty cases were found probably due to willful misconduct. No claims were filed in any of these. They were of three types: Intoxication, venereal diseases, and aggressors in fights. Because of the doubtful nature of these cases with no proof one way or the other, the bureau thought it best not to include them in the report.

Ten cases were rejected because the alleged injury was not proved, although it possibly existed. No records could be found in any of them to support the allegation. In five no claims were filed. In the other five the claims amounted to \$35,355 and were settled for \$205.

Twenty-nine claims after thorough investigation were found to be false. In some of these the ship's articles, the pay rolls, and the shipping commissioner's records for the voyage upon which the accidents causing injury were alleged to have occurred gave no evidence of the plaintiff having been employed in any capacity. Thirteen of these claims amounted to \$121,000, but were settled with no money pay-

ments. The other 16 claims totaled \$131,038 and were settled for \$417.54. This amount was the aggregate of very small payments which were paid the claimants rather than allow the cases to go into litigation.

Fifty-four other cases were found to be for illness other than "Occupational disease," making a total of 480 rejected cases involving American seamen. No claims were made in 353 of these. In 53 the claims totaled \$460,546.50 and were settled with no money payments, while the claims in the remaining 74 cases amounted to \$581,014.90 and were settled for \$41,270.90.

Three hundred and six other cases after further research were rejected because they were not applicable to the study. Thirty were for hospitalization of alien seamen, 57 were seamen on ships of foreign registry, 154 were longshoremen, 27 were passengers, 14 were repairmen, 10 were dock employees, 8 were painters, 2 were lightermen, and there was one each of the following: Customs inspector, immigration inspector, cattle tender, and a canal employee.

### Regulations Affecting Seamen

**T**HE life of a seaman is distinctly different from that of a landsman and is governed by various other factors. The statement is made in Appendix A, page 45, that "Among the several factors that operate to give to seamen a legal and economic status that differs from that of employed persons generally, two may be noted as especially influential: First, the absolute dependence of the sailor upon his master for the necessaries of life—food, lodging, care in case of sickness or accident, etc., on account of his isolation from other recourse; and second, a like dependence of the master upon the continued and constantly available services of his employee till the completion of his undertaking." To afford a better understanding of the material presented in this report, details of some of the more important factors governing the seaman's life will be explained.

The navigation laws of the United States provide that—

The master of every vessel bound from a port in the United States to any foreign port other than vessels engaged in trade between the United States and the British North American possessions, or the West India Islands, or the Republic of Mexico, or of any vessel of the burden of seventy-five tons or upward, bound from a port on the Atlantic to a port on the Pacific, or vice versa, shall, before he proceeds on such voyage, make an agreement, in writing or in print, with every seaman whom he carries to sea as one of the crew, \* \* \*

It is not unusual, however, for the masters of ships engaged in trade exempted from the quoted law to sign their crews on articles for their own protection as if it were a legal obligation. The same form is used in coastwise and foreign shipping, differing only by additional inserted stipulations. Such inserted stipulations for coastwise and other trade not subject to the law referred to usually designate the voyage as from one port to the next so that in case of accident or injury the seaman may be released from the articles and put ashore at the next port, and the ship, for this reason, is not liable for wages for any period after the seaman goes ashore.

The form of the articles used in the signing of the crew is also specified by the navigation laws and is shown below:

*Form of articles of agreement*

## UNITED STATES OF AMERICA.

(Date and place of first signature of agreement, including name of shipping office.)

It is agreed between the master and seamen or mariners of the \_\_\_\_\_, of which \_\_\_\_\_ is at present master, or whoever shall go for master, now bound from the port of \_\_\_\_\_, \_\_\_\_\_, to \_\_\_\_\_, \_\_\_\_\_ (here the voyage is to be described and the places named at which the vessel is to touch, or if that can not be done, the general nature and probable length of the voyage is to be stated).

And the said crew agree to conduct themselves in an orderly, faithful, honest, and sober manner, and to be at all times diligent in their respective duties, and to be obedient to the lawful commands of the said master, or of any person who shall lawfully succeed him, and of their superior officers in everything relating to the vessel, and the stores and cargo thereof, whether on board, in boats, or on shore; and in consideration of which service, to be duly performed, the said master hereby agrees to pay the said crew, as wages, the sums against their names respectively expressed, and to supply them with provisions according to the annexed scale. And it is hereby agreed that any embezzlement or willful or negligent destruction of any part of the vessel's cargo or stores shall be made good to the owner out of the wages of the person guilty of the same; and if any person enters himself as qualified for a duty which he proves himself incompetent to perform, his wages shall be reduced in proportion to his incompetency. And it is also agreed that if any member of the crew considers himself to be aggrieved by any breach of the agreement or otherwise, he shall represent the same to the master or officer in charge of the vessel, in a quiet and orderly manner, who shall thereupon take such steps as the case may require. And it is also agreed that (here any other stipulations may be inserted to which the parties agree, and which are not contrary to law).

In witness whereof the said parties have subscribed their names hereto on the days against their respective signatures mentioned.

Signed by \_\_\_\_\_, master, on the \_\_\_\_\_ day of \_\_\_\_\_, nineteen hundred and \_\_\_\_\_.

Signature of crew	Birthplace	Age	Height		Description		Wages per month	Wages per run	Amount of allotment	Time of service		Whole wages	Wages due	Place and time of entry	Time at which he is to be on board	In what capacity	Shipping commissioner's signature or initials	Allotment payable to	Conduct qualifications	
			Feet	Inches	Complexion	Hair				Months	Days									

Such articles may specify the length of the voyage as one or more round trips, a voyage to any port, or for a voyage not to exceed a specified length of time. Generally only those ships which maintain a regular schedule from an American port to certain foreign ports and return end their voyage at the port of shipment.

The common practices of maritime law holding an American ship engaged in foreign trade responsible for the return of its sick or disabled seamen to the port of shipment, unless signed off by mutual consent, have been upheld by the courts, and steamship companies in general provide the necessary transportation as soon as such seamen are able to travel. Under the provisions of the navigation laws, there is also appropriated a special fund "to provide for the seamen of the United States who may be found destitute" in the various consular districts of foreign countries "sufficient subsistence and passage to some port in the United States, in the most reasonable manner,

at the expense of the United States, subject to such instructions as the Secretary of State shall give. The seamen shall, if able, be bound to duty on board the vessels in which they may be transported, according to their several abilities." This destitute seaman's fund is available for use by the consuls and vice consuls who look after the interests of sick and disabled seamen put ashore in foreign ports and often make complete arrangements for the return of the seamen to the United States either as a "consular passenger" or, if able to perform duties, as a "work-a-way."

### Reporting Injuries or Illness

The routine of events following every case of illness or injury of a seaman begins with the entry in the ship's log showing the nature of the injury or illness, the medical treatment given, and usually if an injury, the manner in which it occurred. The master then makes up in duplicate or triplicate a report of the occurrence to be forwarded to the offices of the owner and to the underwriter or insurance broker if the owner is not a "self-insurer." Although these reports provide space for a complete description of nearly all pertinent matters concerning the seaman and his injury, the bureau found that the reports are seldom filled in completely and often some of the more important items are wanting. Shown below are two types of forms largely used in reporting injuries, and two used for illnesses.

**REPORT OF PERSONAL INJURY**

S. S. \_\_\_\_\_

Managing Agent \_\_\_\_\_

Date of Sailing \_\_\_\_\_

Voyage No. \_\_\_\_\_

I. Injured Person {

Name \_\_\_\_\_ Articles No. \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_ Citizen or alien \_\_\_\_\_

Age \_\_\_\_\_ Color \_\_\_\_\_ Sex \_\_\_\_\_ Married or single \_\_\_\_\_

Name of nearest relative \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_

2. (a) In whose employment when injured \_\_\_\_\_

(b) How long employed \_\_\_\_\_ (c) Wages per  $\left\{ \begin{array}{l} \text{week} \\ \text{month} \end{array} \right\}$  \_\_\_\_\_

3. (a) Date man signed on \_\_\_\_\_ (b) Where \_\_\_\_\_

(c) Before whom \_\_\_\_\_

4. (a) Date when man was paid off \_\_\_\_\_ (b) Where \_\_\_\_\_

(c) Before whom \_\_\_\_\_ (d) Amount of wages paid \_\_\_\_\_

5. Date crew paid off for voyage, if known \_\_\_\_\_

6. Injury received: (a) Date \_\_\_\_\_ (b) Hour \_\_\_\_\_ (c) Place \_\_\_\_\_

(d) To whom first reported \_\_\_\_\_ (e) When \_\_\_\_\_

7. Describe fully what was being done, how the accident happened, and nature of injuries \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

8. What machinery or gear was in use? }  
Was it in good order? }9. Was steamer loading or discharging? }  
From or to dock or lighter? }

10. Name of person in charge of work at time of accident \_\_\_\_\_

11. (a) Was the man perfectly sober? ..... (b) Was he careless? .....

(c) Was any other person at fault? If so, who and in what way? .....

12. What was done for man after accident, with name and address of attending physician and hospital, if any? .....

13. Diagnosis .....

14. Was man able to return to duty? ..... If so, when? .....

15. State probable period of disablement .....

16. Give statement, if any, made by injured person .....

17. Remarks: .....

*Names of witnesses to accident, persons assisting in work, and those nearby*

*Addresses*

.....  
.....  
.....  
.....  
.....

(Signature of Master)

(Signature of Surgeon)

(Signature of Department Head)

Date ..... Date ..... Date .....

## REPORT OF PERSONAL INJURY

**IMPORTANT.**—An immediate investigation should be held by ship's officers, of every accident, however slight. Signed statements of witnesses should be attached to this form. Send this report to the owners without delay. Report all injuries to crew, stevedores or other persons.

S.S. \_\_\_\_\_

Flying what flag \_\_\_\_\_ Date of Sailing \_\_\_\_\_ Voyage No. \_\_\_\_\_

1.—Injured Person {  
 Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Age \_\_\_\_\_ Color \_\_\_\_\_ Married? \_\_\_\_\_ How many children? \_\_\_\_\_  
 Occupation \_\_\_\_\_  
 Name of nearest relative \_\_\_\_\_  
 Address \_\_\_\_\_

2.—Date man signed on \_\_\_\_\_ Where \_\_\_\_\_ Before whom \_\_\_\_\_

3.—Date crew paid off for current voyage, if known \_\_\_\_\_

4.—Date upon which man was paid off \_\_\_\_\_ Where \_\_\_\_\_

Before whom \_\_\_\_\_ Amount of wages paid \_\_\_\_\_

5.—Wages per month \_\_\_\_\_

6.—(a) In whose employment \_\_\_\_\_

(b) How long employed \_\_\_\_\_

7.—Injury received: (a) Date \_\_\_\_\_ (b) Hour \_\_\_\_\_ (c) Place \_\_\_\_\_

(d) To whom first reported \_\_\_\_\_ (e) When \_\_\_\_\_

8.—In what port was ship at time of accident \_\_\_\_\_

9.—Describe fully how and where the accident happened \_\_\_\_\_

10.—Describe as fully as possible nature and extent of injury \_\_\_\_\_

11.—State what was done for the man after the accident, with name and address of attending physician or hospital, if any

12.—State probable period of disablement

13.—Give statement, if any, made by injured person

14.—Name of person in charge or superintending work at time of accident

15.—Was man able to return to duty? If so, when?

16.—Was steamer loading or discharging? From or to dock or lighter?

17.—What machinery or gear was in use, and was it in good order?

18.—(a) Was the man perfectly sober?

(b) Was he careless?

(c) Was any other person at fault? If so, who and in what way?

19.—Was substitute signed on? On what date

20.—Name of substitute

Signature of Master, Surgeon or Officer.

Date:

NAMES OF WITNESSES TO ACCIDENT AND PERSONS

ASSISTING IN WORK

HOME ADDRESSES

Table with 2 columns: ASSISTING IN WORK and HOME ADDRESSES. Multiple rows for listing names and addresses.

**REPORT OF ILLNESS**

S. S. ....

Managing Agent .....

Date of Sailing .....

Voyage No. ....

1. **THE PATIENT** { Name ..... Articles No. ....  
 Address .....  
 Occupation ..... Citizen or alien .....  
 Age ..... Color ..... Sex ..... Married or single .....  
 Name of nearest relative ..... Relationship .....  
 Address .....

2. (a) In whose employment when taken ill .....

(b) How long employed ..... (c) Wages per  $\left\{ \begin{array}{l} \text{week} \\ \text{month} \end{array} \right\}$  .....

3. (a) Date man signed on ..... (b) Where .....

(c) Before whom .....

(d) Physical condition on examination, if any, prior to signing articles .....

4. (a) Date when man was paid off ..... (b) Where .....

(c) Before whom ..... (d) Amount of wages paid .....

5. Date crew paid off for voyage, if known .....

6. Illness contracted: (a) Date ..... (b) Hour ..... (c) Place .....

(d) To whom first reported .....

(f) What was done for sick person by party to whom first reported? .....

7. Physical signs and symptoms .....

8. Diagnosis .....

- 9. Treatment, give full details.....  
.....  
.....  
.....
- 10. Final disposition of patient.....  
.....
- 11. If sent to hospital, state where, when admitted, and at whose request.....  
.....
- 12. Probable period of disability.....
- 13. Had intoxication or venereal diseases anything to do with illness? If so, give details.....  
.....
- 14. If ill before embarkation, by whom treated.....  
(a) Where..... (b) How long.....
- 15. Give statement, if any, by sick person.....  
.....
- 16. Similar previous illness if any: (a) When.....  
(b) Where..... (c) Detail.....  
.....
- 17. Remarks.....  
.....  
.....

NAMES OF PERSONS WHO KNEW OF ILLNESS  
AND TREATMENT AFFORDED

ADDRESSES

.....	.....
.....	.....
.....	.....

..... (Signature of Master)	..... (Signature of Surgeon)	..... (Signature of Department Head)
..... (Date)	..... (Date)	..... (Date)

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## REPORT OF ILLNESS

Notice.—It is extremely important that the following questions be fully answered.

Patient should be questioned regarding details not known to person making report.

	Name of Vessel _____	Flag _____	Voyage Number _____
1.—The Patient	Name _____		
	Address _____		
	Age _____ Nationality _____ Married? _____ U. S. Citizen? _____		
	Rating or capacity on vessel _____		
	Wages per month _____		
2.—The Illness	Name and address of nearest relative or friend _____		
	_____		
	Date and hour illness first reported _____		
	To whom reported _____		
	Complaint and statement made by patient _____		
3.—Treatment on Board and Final Disposition of Patient	Physical signs and/or symptoms _____		
	_____		
	Diagnosis _____		
	Describe in full all treatment given to patient on board vessel _____		
	_____		
	_____		
	By whom was patient treated on board vessel _____		
	Name and address of attending physician, if any _____		
	_____		
	Was patient able to resume full duties on vessel _____		
Was patient sent to hospital on shore _____			
By whom _____ At what port _____			
Name and address of hospital _____			
_____			
Date and hour on which patient was sent to hospital _____			
If patient was not sent to marine hospital, state reason _____			
_____			
Had patient suffered similar illness before joining vessel _____			
_____			



### Injured Seaman's Right to Wages

In the case of a seaman injured in the service of a ship, where the injury is of a serious nature, the master is obligated to direct the ship to the nearest port where proper treatment can be obtained. If the injury is not of a serious nature and reasonable medical attention can be given him on board ship the voyage may continue to the next regular port of call. If the seaman is left in the intermediate port or the next regular port of call, the master must pay him at that time the accrued wages up to the time he leaves the ship. This is done before a duly authorized shipping commissioner, or, if the ship is in a foreign port, before a consular officer.

The general maritime law, as adopted by the courts of the United States, allows a seaman falling sick or injured during the course of a voyage wages to the end of the voyage, whether he remains on board or is left in a port for medical treatment.

Very often—probably in the greater number of cases—when the injury is of a minor nature, the seaman continues the voyage doing less important tasks and receiving full wages to the end of the voyage although his value to the ship is considerably impaired. Injured seamen left in a foreign port are, when practicable, returned to the port of shipment on the same ship or another ship belonging to the same company. If they recuperate sufficiently, they sometimes work their way back aboard other ships, or seek other employment ashore.

After a seaman has recovered from an injury or an illness, it is his duty, as expressed in some court opinions, to seek employment to minimize the amount of wages that the vessel owner may be called upon to pay.

Wages for the period from the time a seaman is put ashore for medical treatment after being injured to the termination of the ship's articles are usually a constituent part of the settlement made by the shipowner or the underwriter with the seaman in closing claims for damages, pain and suffering, maintenance, etc., due as a result of the injury.

A number of cases were used in the study in which the seamen, left ashore for treatment, were able to go to work prior to the date of the end of the voyage on which the injury occurred. The settlement in some of the cases was negotiated with the respective seamen at the time a medical examiner pronounced him fit for duty. The bureau could neither establish the date on which the seaman actually went to work, if at all, nor the amount of earnings, if any, earned before the end of the voyage. Hence the amount of wages the seaman was entitled to in such cases was computed to the date the seaman was physically able to work, on the assumption that he did find employment immediately and earned an amount equivalent to his former wage plus maintenance.

A brief summary of the development and the adoption of maritime law by the United States and a brief outline of court decisions construing the seaman's right to wages, prepared by the legal department of the Bureau of Labor Statistics, follows:

The present maritime law, which allows a seaman injured in the service of the ship full wages at least to the end of the voyage, is based on the Laws of Oleron but probably has an earlier origin. (Arts. 6, 7, I Pardess 327); the Laws of Wisby (arts. 19, 20, 21, I Pardess,

473, 474); and the Laws of the Hanse Towns (arts. 39, 40, 45, 46; 1614, t. 14, arts. 1, 8, 2-2 Pardess 519, 521, 556). He receives full wages for the whole voyage because the disability is supposed to have continued until the termination of the voyage. (See opinion by J. Davis in *Natterstrom v. The Hazard*, Bee 441, Fed. Case No. 10055.) This principle of general maritime law has been adopted by several countries. (See French Ordinances, liv. 3, tit. 4; Des Loyers des Matelots, art. 11-4, Pardess 366; Code de Commerce, art. 262; L'Ord de la Marine, liv. 3, tit. 4, art. 11; England, *Chandler v. Grieves* (1792), 2 H. Bl. 606, note (a); see Abbot, *Merchant Ship*, 14th Ed., London, 1901, p. 250.) This principle of maritime law has been adopted in the United States.

The general maritime principle that a seaman injured in the performance of his duties is entitled to receive full wages at least to the end of the voyage has been construed to include wages to the end of the voyage of the ship whether he remains on board or is left in a foreign port. (See George Ticknor Curtis's *Treatise on the Rights and Duties of Merchant Seamen*, Boston, 1841, page 290.)

Cases adopting these principles in the United States are as follows:

Fireman injured on outbound trip from New York to Rio de Janeiro, placed in hospital at St. Thomas, picked up on return trip and returned to New York though he was unable to work on the return trip, was entitled to wages for the entire voyage. (*The North America* (1872), D. C. E. D. N. Y., Fed. Case No. 10314.)

Seaman out of Boston was injured and discharged at Melbourne and was shipped home by consul. He was entitled to wages to end of voyage. (*Callon v. Williams* (1871), D. C. D. Mass., Fed. Case No. 2324.)

Seaman injured on trip from New York to Vera Cruz was cared for at the expense of the ship and wages paid to the end of the voyage. Apparently he continued on board. (*The City of Alexandria* (1883), D. C. S. D. N. Y., 17 Fed. 390.)

Seaman on ship from San Francisco to Australia via Puget Sound was injured at Puget Sound while loading the ship and was immediately sent to a hospital and paid off. Held he was entitled to wages from time of accident to the date of the vessel's return from Australia to an American port. (*The Governor Ames* (1891), D. C. D. Wash.; N. D. 55, Fed. 327.)

Cook was injured while ship was being towed from dock at Seattle to open water on trip to Alaska and was immediately put ashore and caused to be taken to a hospital. Held injured man was entitled to wages to end of voyage. (*Wilson v. Manhattan Canning Co.* (1914), D. C. W. D. Wash.; N. D. 210, Fed. 898; affirmed on appeal (1914), C. C. A. 9th Circuit, 217 Fed. 41.)

Share fisherman, third mate, on trip to Alaskan coast, was injured and may recover wages based on share of catch to end of voyage. (*Olsen v. Whitney et al.* (1901), D. C. N. D. Cal., 109 Fed. 80.)

Seaman was injured on the return trip from New Orleans to New York. Held he was entitled to his wages to end of voyage. (*The Cortes* (1872), D. C. E. D. N. Y., 6 Fed. Case No. 3258.)

Seaman was injured on return trip from Darien, Ga., to New York and put ashore at Wilmington. Held he was entitled to his wages to end of voyage. (*The Robert C. McQuillen* (1899), D. C. D. Conn., 91 Fed. 688.)

### Provided Hospital Treatment

In event the ill or injured seaman is put ashore in a foreign port and placed in a hospital, the cost of hospitalization is paid either by the shipowner, or, if discharged by mutual consent, by the consul. If the seaman is kept aboard the ship until it arrives in a port where there is a United States marine hospital, he is given a "hospital certificate" (a copy of the form is shown below) and placed in the marine hospital, where he receives free treatment. In other ports of the United States he is placed in public hospitals, where the cost is charged to the ship and the seaman is usually transferred to a United States marine hospital as soon as his condition will permit.

TREASURY DEPARTMENT  
U. S. PUBLIC HEALTH SERVICE  
FORM 1915  
Revised August, 1925

### MASTER'S CERTIFICATE OF SERVICE OF SICK OR INJURED SEAMEN

.....  
(Place)

....., 19.....

**MEDICAL OFFICER IN CHARGE,**  
**U. S. PUBLIC HEALTH SERVICE.**

I certify, on honor, that ....., whose signature and description appear below, has been employed on board in the care, preservation, or navigation, or in the service on board of those so employed, of the .....  
(Name and class of vessel)  
of ....., Official Registry No. ....  
(Home port, where permanent document issued)  
a vessel whose personnel is entitled to medical treatment by the U. S. Public Health Service. His period of service on the above-named vessel was from the ..... day of ....., 19....., to the ..... day of ....., 19..... I further certify that the person named herein has, in my presence, signed his name in the blank space provided below for that purpose.\*

.....  
*Master of the above-named vessel.*

Signature of the person named above .....

Nativity....., age ..... years, height ..... feet ..... inches,

Color of eyes....., color of hair ....., distinguishing marks

.....  
.....  
Previous service .....

.....  
.....  
Total service on U. S. vessels ..... years ..... months.

\*The medical officer, or attending physician, should compare the seaman's signature with that given in the certificate, as a means of identification.

NOTICE.—This certificate is merely for information of Public Health Service officers at Marine Hospitals and other relief stations of the Public Health Service. It does not authorize relief by any private agency.

American seamen were given the right to free treatment in the United States marine hospitals under authority of section 4803 of the Revised Statutes, which provides:

SEC. 4803. \* \* \* Such fund is appropriated for the expenses of the marine-hospital service, and shall be employed, under the direction of the Secretary of the Treasury, for the care and relief of sick and disabled seamen employed in registered, enrolled, and licensed vessels of the United States.

This fund was originally raised under authority of legislation providing for hospital dues to be assessed from seamen's wages. This legislation was repealed by the act of June 26, 1884, chapter 121, section 15 (23 S. 57), as follows:

SEC. 15. Sections 4585, 4586, and 4587 of the Revised Statutes, and all other acts and parts of acts providing for the assessment and collection of a hospital tax for seamen are hereby repealed, and the expense of maintaining the marine hospital service shall hereafter be borne by the United States out of the receipts for duties on tonnage provided for by this act; and so much thereof as may be necessary, is hereby appropriated for that purpose.

The act of March 3, 1875, chapter 156, section 3 (18 S. 485) defines—

The term "seaman" wherever employed in legislation relating to the marine hospital service, shall be held to include any person employed on board in the care, preservation, or navigation of any vessel, or in the service, on board, of those engaged in such care, preservation, or navigation.

In practice the treatment of patients in public hospitals differs considerably from that afforded seamen by the Public Health Service in the marine hospitals. Customarily if a seaman is placed in a public hospital he would be discharged as soon as able to care for himself and live at an outside residence. In the marine hospitals, conditions permitting, the seaman may remain and receive food and quarters, until he is fit for duty.

It should not be understood, however, that a large percentage of seamen patients remain until they are fit for duty. Many of them are discharged sooner with such notations as "Granted a pass and did not return," "Absent without leave," "Discharged at own request," which is usually followed by "against advice." Such discharges may be due to a large extent to the roving nature of most seamen who are probably somewhat bored at the confinement while not going anywhere. The more legitimate discharges are followed by such notations as "Recovered," "Cured," "Fit for duty," "Treatment completed," "No further hospitalization necessary," "Transferred" (to another hospital), etc.

The United States Public Health Service publishes figures showing the extent of the services rendered seamen by the Public Health Service in the marine hospitals and relief stations. The figures are for seamen becoming ill or being injured on American-flag ships.

Table 8, drawn from the 1926 Annual Report of the Public Health Service, shows that American seamen constituted 43.2 per cent of the total number of patients treated and 55.4 per cent of the number treated in the hospitals; that of the total number of deaths occurring in the hospitals 75.9 per cent were seamen; that 66.4 per cent of the total number of days of relief furnished in hospital were given seamen; that 40.7 per cent of the number of patients furnished office treatment were seamen; and that 45.5 per cent of the total number of office treatments were given seamen.

TABLE 8.—*American seamen as beneficiaries of United States Public Health Service in marine hospitals*

[Drawn from U. S. Public Health Service Report, 1926]

Beneficiaries	Total number of patients treated	Number of patients treated in hospitals	Died	Number of days relief in hospital	Number of patients furnished office relief	Number of times office relief was furnished
Grand total.....	248, 889	42, 290	888	1, 321, 309	206, 599	572, 139
American seamen:						
First-class stations.....	69, 351	18, 149	511	753, 720	51, 202	183, 924
Other relief stations.....	38, 243	5, 297	163	123, 861	32, 946	76, 370
Total.....	107, 594	23, 446	674	877, 581	84, 148	260, 294
Per cent.....	43. 2	55. 4	75. 9	66. 4	40. 7	45. 5

Table 9, also drawn from the 1926 Annual Report of the Public Health Service, shows by broad groups of complaints the number of American seamen compared with the number of all other patients discharged in the year, the percentage which seamen were of the total number, the number of hospital days spent by American seamen compared with the number spent by all other patients, the percentage of total hospital days spent by American seamen, and the average days of hospitalization for American seamen compared with the average number for all other patients. The figures in the table are based on the records of patients discharged whether the patient was discharged as cured, improved, not improved, or because of death, or for other reasons.

TABLE 9.—*Number and per cent of patients and hospital days and average days of hospitalization for patients discharged from United States marine hospitals and relief stations during the fiscal year 1926, by groups of conditions*

[Drawn from annual report, U. S. Public Health Service, 1926]

Group	Number of patients		Per cent seamen are of total patients	Number of days in hospital		Per cent of total days in hospital spent by seamen	Average days of hospitalization	
	American seamen	All other patients		American seamen	All other patients		American seamen	All other patients
Abnormalities and congenital malformations.....	17	15	53. 1	501	180	73. 6	29. 5	12. 0
Blood and blood-forming organs, diseases and injuries of.....	36	17	67. 9	2, 221	1, 338	62. 4	61. 7	78. 7
Bones and cartilages, diseases and injuries of.....	1, 060	606	63. 6	53, 005	28, 405	65. 1	50. 0	46. 9
Circulatory system, diseases and injuries of.....	805	386	67. 6	48, 979	15, 660	75. 8	60. 8	40. 6
Communicable and infectious diseases, not including tuberculosis and venereal.....	1, 159	638	64. 5	21, 252	9, 869	68. 3	18. 3	15. 5
Dental.....	118	91	56. 5	1, 819	1, 185	60. 6	15. 4	13. 0
Digestive system, diseases and injuries of.....	1, 769	977	64. 4	39, 678	18, 718	67. 9	22. 4	19. 2
Ear, nose, and throat, diseases and injuries of.....	1, 467	1, 533	48. 9	19, 443	16, 919	53. 5	13. 3	11. 0
Endocrines, diseases and injuries of.....	96	59	61. 9	4, 939	2, 767	64. 1	51. 4	46. 9
Eye and annexa, diseases and injuries of.....	203	142	58. 8	6, 767	3, 371	66. 7	33. 3	28. 7
Genito-urinary system, diseases and injuries of (exclusive of venereal).....	777	258	75. 1	27, 326	6, 427	81. 0	35. 2	24. 9

TABLE 9.—Number and per cent of patients and hospital days and average days of hospitalization for patients discharged from United States marine hospitals and relief stations during the fiscal year 1926, by groups of conditions—Continued

Group	Number of patients		Per cent seamen are of total patients	Number of days in hospitals		Per cent of total days in hospital spent by seamen	Average days of hospitalization	
	American seamen	All other patients		American seamen	All other patients		American seamen	All other patients
Hernia.....	769	482	61.5	25,801	13,103	66.3	33.6	27.2
Joints and bursae, diseases and injuries of.....	660	380	63.5	32,286	14,989	69.2	48.9	37.9
Leprosy.....	1	65	1.5	36,863		.1	49.0	567.1
Lymphatic system, diseases and injuries of.....	299	78	79.3	10,030	1,814	84.7	33.5	23.3
Muscles, fasciae, tendons, and tendon sheaths, diseases and injuries of.....	620	512	54.8	11,121	7,564	59.5	17.9	14.8
Nervous system, diseases and injuries of.....	452	266	63.0	42,195	11,659	78.4	93.4	43.8
Obstetrics and gynecological conditions.....	14	7	66.7	259	73	78.0	18.5	10.4
Parasitic diseases.....	78	108	41.9	1,909	4,176	31.4	24.5	38.7
Poisonings and intoxications.....	218	113	65.9	3,106	1,155	72.9	14.3	10.2
Psychiatric diseases.....	193	140	58.0	9,096	18,617	32.8	47.1	133.0
Respiratory system, diseases and injuries of (exclusive of tuberculosis).....	962	556	63.4	27,511	10,676	72.0	28.6	19.2
Skin and its appendages, diseases and injuries of.....	504	279	64.4	16,131	5,203	75.6	32.0	18.6
Tuberculosis.....	828	532	60.9	118,406	30,720	79.4	143.0	57.7
Tumors.....	274	90	75.3	11,675	1,980	85.5	42.6	22.0
Veneral diseases.....	4,507	1,352	76.9	175,370	43,626	80.1	38.9	32.3
Inoculations.....		36			147			4.1
Under observation.....	216	450	32.4	2,132	3,534	37.6	9.9	7.9
Miscellaneous.....	3,072	1,933	61.4	74,541	38,479	66.0	24.3	19.9
Total cases.....	21,174	12,101	63.6	787,548	348,617	69.3	37.2	28.8

The table shows that American seamen constituted 63.6 per cent of the number of beneficiaries discharged from the marine hospitals and relief stations in 1926; that 69.3 per cent of all hospital days were spent by American seamen; and that American seamen averaged 37.2 days of confinement as compared with 28.8 days for all other beneficiaries.

The table also shows that more seamen were discharged in each disease group except leprosy and parasitic diseases than all other patients combined in the respective group; that except for leprosy, parasitic diseases, and psychiatric diseases, American seamen spent more than half of the total one-man hospital days for each respective disease group; and that excepting diseases of the blood and blood forming organs, leprosy, parasitic and psychiatric diseases, American seamen averaged more days of confinement for each respective complaint than all other beneficiaries combined in each respective disease group.

### Records of Treatment Unsatisfactory

IN THE effort to secure continuous records of seamen's disabilities a small percentage, chiefly aliens, was found who used assumed names in signing articles or upon admittance to the marine hospitals. This was determined by the fact that some very serious injuries could not be found under the proper name on the records of the hospital to which the injured man was taken. Such names as "Joseph Johns" were found to be entered as "John Josephs," etc., making the tracing of the records difficult in a number of cases. In some instances the agents of the bureau could find no record of treatment at all, while

in others the names were substantially different but all other facts concerning the injured man agreed. Company records in an exemplary case showed the seaman as "Reggio" while the hospital records were "Roggas." Numerous instances were found where a seaman who had received a slight injury had left the ship with no hospital certificate, and later, although the wound was treated properly on the ship, it had become infected and the seaman had gone to the marine hospital for treatment. Several such cases for which data were obtained resulted in the amputation of a member.

### Making Claims

**W**HILE the seaman is confined in the hospital generally no claim is presented and no steps are taken by the shipowner or underwriter toward a settlement. There are, on the other hand, a few companies and agencies who make a practice of starting settlement negotiations as soon as an opinion can be obtained from their physician on the possible length of the man's disability. The seaman, however, is more often notified to call on the claim adjuster as soon as he is able to get around. At that time, if an attorney has not been retained, the seaman presents his claim. If an agreement is reached the claim is paid in cash or by voucher as soon as the proper releases have been executed and the case is considered closed by the shipowner or the underwriter. Such settlements are based usually on the amounts which the seaman is entitled to as maintenance and as wages to the end of the voyage. Often the seaman makes demand for wages during disability with no mention of his right to maintenance. The adjuster in these cases usually computes the amount the seaman should receive as maintenance and wages, and limiting his settlement to that amount proceeds to settle on the basis of "wages during disability" not to exceed the computed figure. Cases were found where the settlements made under these conditions were more than the amount demanded though the usual aim seemed to be to please the injured seaman without payment of further sums.

Many settlements are based on very meager information. The claim adjuster may have a master's report showing that a seaman was injured aboard a ship on a certain date. No claim is presented immediately, but after a period of possibly three months, six months, or a year, the seaman presents himself and asks for a settlement. The adjuster inquires as to the treatment which the seaman obtained after the accident and then makes an effort to verify what the seaman has related. This can sometimes be done and sometimes it can not. For example, it may be that the seaman was burned and a report was made by the master, but no record of his having obtained treatment after leaving the ship could be found, yet he may have displayed the scars resulting from the burn. The adjuster calls in his examining physician and makes a settlement on the basis of the doctor's opinion of probable disability and the facts shown in the master's report of the injury. Should there be any possible chance of the seaman's going to an attorney on the ground that the ship was unseaworthy the settlement may be for a considerable amount. Such action is taken as a preventive measure on the theory that the costs of litigation would be far more than the amount of the settlement personally negotiated with the seaman. Settlements negotiated on questionable grounds are usually termed "nuisance" values.

There is also a class of accidents which results in a known period of disability in which the ship is definitely liable. In these cases the settlement is usually much higher than in a similar case not involving liability. This is, of course, a matter of policy on the part of the shipowner to protect himself against a possible action for damages on the basis of unseaworthiness of the ship. Many cases are entered on the court calendars regardless of the facts as to whether liability exists or not. Usually they are carried up to the point of being ready for trial and then the attorney for the plaintiff, rather than take the case to court, offers a compromise which often results in a settlement by the shipowner on his own terms.

In such cases the result is that the final settlement, which may be for approximately the amount first offered by the shipowner, is delayed sometimes for the greater part of a year and sometimes for several years, and from the amount obtained the legal fees of the plaintiff's attorney have to be deducted. All in all, the seaman who was injured usually gets no more out of the claim than the attorney who was not injured.

In claims where there is a bona fide liability on the part of the ship, the settlement is made, if possible, by the shipowner directly with the seaman at the earliest possible opportunity, and usually for a liberal amount to prevent the claim from going into the hands of negligent lawyers for the injured. It is not uncommon in this type of case for the settlement to be made long before the extent of the seaman's disability can be determined, and before any sort of claim has been presented. For this reason there is an occasional case where the amount of the settlement does not equitably recompense the seaman for the disability sustained. Some cases of this type were found in the course of the study in which the seaman presented further claim even though the usual releases had been signed at the time the original settlement was made, and the claim was reopened.

The seaman sometimes refuses the wages due at the time he is put ashore for treatment, probably on the "theory" that the acceptance of wages might jeopardize his chances of getting a settlement for the injury. At any rate, in several cases where wages were refused, the wages due were never collected and the voucher for the wages as it was originally drawn is still held as "unclaimed wages." In one case this was for the amount of \$156.61. (Case 371, "Personal agreements.")

Settlements of claims were found to be delayed in many instances because the seaman signed articles for a voyage before the settlement was consummated. The lapse of time from the injury to the settlement in these cases was often more than a year.

As soon as an agreement is reached between the claim adjuster and an injured man the proper releases are executed and the seaman is paid either in cash or by voucher. The case is considered settled by the shipowner or underwriter as soon as the releases are executed. Two forms used in closing cases, by settlement for injury, are shown below.

*To all to whom these presents shall come or may concern, greetings:*

Know ye, that I, \_\_\_\_\_, for and in consideration of the sum of \_\_\_\_\_ dollars, lawful money of the United States of America, to me in hand paid by \_\_\_\_\_ by the hand of its agents, \_\_\_\_\_ the receipt whereof is hereby acknowledged, have remised, released, and forever discharged, and do by these presents for myself, my heirs, executors, and administrators, remise,

release, and forever discharge the said \_\_\_\_\_ their successors and assigns, the several steamships of the said companies, their officers and crews, their heirs, executors, administrators, and assigns, and in particular the steamship \_\_\_\_\_ of and from all, and all manner of actions, suits, liens, debts, dues, trespasses, damages, injuries, wages, sums of money, controversies, agreements, claims, and demands whatsoever, in law or in admiralty, which against any one or more of said companies, or against any steamship thereof, or running in said lines, I ever had, now have or may have, for, upon, or by reason of any matter or thing whatsoever, from the beginning of the world to the date of these presents; and particularly, but not exclusively, for all losses, injuries, or damages.

In witness whereof I have hereunto set my hand and affixed my seal the \_\_\_\_\_ day of \_\_\_\_\_ in the year one thousand nine hundred and \_\_\_\_\_.

Sealed and delivered, in the presence of \_\_\_\_\_

STATE OF \_\_\_\_\_,  
County of \_\_\_\_\_, ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year one thousand nine hundred and \_\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the individual in and who executed the foregoing instrument and \_\_\_\_\_ acknowledged that \_\_\_\_\_ executed the same.

**RELEASE**

PAID BY DRAFT No. \_\_\_\_\_

DISTRIBUTION: \_\_\_\_\_

OCCUPATION: \_\_\_\_\_

**THIS RELEASE MUST EXPRESS THE WHOLE CONSIDERATION**

WHEREAS, \_\_\_\_\_, the undersigned \_\_\_\_\_

of \_\_\_\_\_ have a claim against the \_\_\_\_\_ Company of \_\_\_\_\_

for damages growing out of \_\_\_\_\_

which claim \_\_\_\_\_ have agreed to settle for the sum of \* \* \* \* \* Dollars

(\$ \_\_\_\_\_).

Now, therefore, in consideration of said payment, the receipt whereof is hereby acknowledged, \* \_\_\_\_\_

\_\_\_\_\_ hereby compromise said claim, and acquit, discharge, and release said Company, and any other person or companies that may be liable therefor, their officers, agents, and employees, of and from any and all liability for said accident and injury, or any results, direct or indirect, arising therefrom, and acknowledge full accord and satisfaction therefor.

And I hereby expressly state that the above consideration is in full for this release, and that there is no understanding or agreement of any kind for any further or future consideration whatsoever, implied, expected, or to come to me, in money, employment, or otherwise.

I further represent and covenant that before signing and sealing this release and receiving said payment, I was fully informed of its contents and execute it with full knowledge thereof.

Witness my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 192\_\_\_\_\_ at \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
Seal  
\_\_\_\_\_  
Seal

\*Insert here any other consideration there may be: for example, "and of the promise of free medical treatment by the Company's Surgeon \_\_\_\_\_ so long as he may deem it necessary," or "as well as of payments heretofore made by the Company for my account, and of the promise by the Company to pay physician's and nurse's bills already incurred by me, amounting to \$ \_\_\_\_\_."

APPROVED AS TO FORM:

CORRECT:

CORRECT:

## Methods of Settlement

UNDER the present methods of settling claims for injuries the seaman may be compensated in each of the following manners:

1. He may be paid wages through the period of his disability not exceeding the remainder of the voyage during which the injury was received.

2. He is customarily paid a sum as maintenance at a specified rate per day or week through that portion of his disability during which he may be forced to pay for food and quarters, i. e., during outpatient hospital treatment and convalescence.

3. If he is entitled to an additional amount as indemnity, it is secured either through agreement with the claim adjuster of the shipping company or of the underwriter, or by direct litigation.

Generally there is a difference in the policy of steamship companies in settling the claims of their licensed officers as compared with the unlicensed personnel. Some continue the wages of the officer throughout his period of disability even though he is entitled to wages only to the end of the voyage. Others pay their officers wages only to the end of the voyage and pay in addition a liberal amount as indemnity, while still others give no special consideration, except that the rate paid for maintenance is usually somewhat higher than for the unlicensed seamen.

In many cases an attorney negotiates the settlement for the seaman even though it is made by agreement and is never taken into the courts. An interesting sidelight on this phase of settlements is a practice which the bureau found operating in the following manner: The arrival of an injured seaman in the port of New York, especially if he stops at the places frequented by seamen instead of the hospital, kindles a spontaneous desire on the part of his friends, and seamen in general, to help him—usually in the way of free advice. A novel method of capitalizing on this practice has been developed by a few seamen who have been injured and are experienced in the methods used by certain agencies in making settlements. One of these seamen makes a bargain with the injured man to show him for a stipulated fee how he can realize a cash settlement immediately. The injured man is then escorted to the proper claim adjuster for the purpose of making an agreement and getting a settlement. If it is negotiated, the “adviser” gets his fee from the seaman and the case is a closed incident. No information could be obtained on the extent of this practice nor the amounts of the fees charged except that the fee is usually a nominal sum.

The business of soliciting clientele among injured seamen has become well established not only among the so-called “sea lawyers” but also among a certain class of admiralty lawyers who have built up an organization by means of which they get injured seamen to sign their retainer contract in almost any part of the world.

This practice is carried on usually through “runners,” seamen and others, who have at all times a supply of blank retainers. In case of accident they make it their business immediately to approach the injured with promises of prompt action and a lucrative settlement. The runner in turn usually receives a fee from the attorney for each retainer contract which he may secure.

One example of the methods used may be cited in connection with case No. 106 (in the “Personal-agreement” tabulation). In

this instance the widow was approached by the runner of a New York attorney and offered \$1,000 in advance if she would give the attorney in question "powers of attorney" in the case.

It is not uncommon for an injured seaman remaining aboard ship to be approached in several ports by these runners, and neither is it uncommon for a seaman to sign a number of these retainer contracts. In one instance the seaman had retained three attorneys, each in a different port, to look after his interests. The attorney last retained negotiated a settlement for the seaman under a contract to receive a fee of 50 per cent contingent upon any recovery. Not long after the settlement was completed it was found that each of the first two attorneys had also secured a signed contract entitling each to 50 per cent of any settlement, also contingent on recovery. In another case (No. 177, tabulated under "Compromised actions") the injured seaman was treated on the west coast by a physician who in turn depended upon the attorney retained in the same locality by the seaman for his medical fees, amounting to between two and three hundred dollars. The seaman, however, proceeded to the east coast, where he retained another attorney. The last-mentioned attorney completed the settlement for the seaman and neither the physician nor the attorney on the west coast received any remuneration.

Many methods of obtaining information or gaining access to the confidence of the injured seaman are resorted to by attorneys and their runners. Several cases were investigated, one where the injured seaman was taken to a hospital. The seaman was of Spanish nationality. A visitor who represented himself as a cousin (but obviously not of the same nationality) was later found to be a runner for certain attorneys. In another instance correspondence was shown by relatives of the injured seaman in which an attorney had appealed to them to be informed concerning the injured man in his interest and behalf.

Information which would be held vitally pertinent to an unprejudiced settlement, especially in legal cases, is usually available to the plaintiff's attorney while considerable "red tape" has to be resorted to by the shipowner to obtain the same information. The record of treatment given by the Public Health Service in the marine hospitals, for instance, is extremely important in many cases. Present regulations, however, prohibit the use of such records without the signed approval of the seaman. The shipowner has to make application for this information on a form supplied by the Surgeon General's Office. If the seaman signs the form the record is then made available to the shipowner, but in legal cases the seaman is often advised by his attorney not to give any information. In such cases the hospital record becomes available only after an order of a court in the proper jurisdiction has been secured. On the whole, information concerning injured seamen is probably more available to attorneys specializing in such cases and less available to the employer than similar information in any other industry. Certain hospital authorities informed the representatives of the bureau in substance that "we have suspected some employees at times of aiding runners by notifying them of the arrival of injured seamen, but because of the ease of stepping into a telephone booth and calling such people without proof of the act, such suspicions could not be proved as fact."

## Methods of Underwriting

SOME shipping companies underwrite their own claims and are known as "self-insurers." Others insure with protective and indemnity companies. Some companies are managing operators for Shipping Board vessels in addition to operating ships of their own. Claims arising from the operation of the Shipping Board ships, whether the claim is for property damage, personal injury, cargo shortage, etc., become the business of the United States Protective and Indemnity Agency (Inc.). This organization was incorporated for the purpose of settling all claims arising against vessels owned by the United States Shipping Board. The premium charged for such coverage is a flat rate per gross ton of each ship.

The claims arising from the operation of ships owned by the managing operator are sometimes only partially covered by their underwriter; that is, such companies have an agreement with the underwriter known as a "deductible franchise." As applied to injury claims the franchise operates in the following manner. A minimum amount is specified in the franchise, for instance, \$500 and all claims for amounts under this sum are settled by the shipowner and such claims do not become the business of the underwriter. For claims in excess of the stated figure, the excess is paid by the underwriter. The premium for such coverage is inverse to the amount of the franchise; that is, the premium for coverage in a \$50 deductible franchise would be somewhat higher than in the example given above.

A unique method of covering injury claims is employed in one instance. An insurance company has issued an accident policy to which is attached what is termed a "Voluntary compensation indorsement." This indorsement obligates the insurance company to pay injured employees of the insured an award in the amount that would be payable were the accident legally covered by the New York State compensation law. The indorsement is shown below.

### *Voluntary compensation indorsement (New York)*

In consideration of the premium provided for in the policy, the company hereby agrees to voluntarily pay to employees injured in the course of their employment and covered by said policy, or to their dependents in fatal cases, such amounts as would be payable according to the New York workmen's compensation law, including the cost of such medical, surgical, and hospital treatment as is provided in said law, even though such persons may not have a legal claim under said compensation law against this employer; provided, however, that such payment shall be made only on condition that the employee or dependents shall execute a full legal release of all claims against this employer as may be required by the company and shall in addition execute an assignment to the company of any right of action which may exist in behalf of the injured employee or any person claiming by, through, or under him against any person, firm, corporation, or estate other than this employer which is or may be legally liable for such injury. If the company proceeds upon such assignment and recovers and collects a judgment against the party at fault in excess of the amount of compensation voluntarily paid and incurred under this policy, the company shall first take the necessary expenses of the procedure and shall pay any remaining balance of such excess so obtained to the person or persons executing the assignment. The company shall have full power and discretion to proceed against the party at fault or to settle with such party upon such terms as may seem desirable to the company, either without litigation or during the pendency thereof.

If the injured employee or any person claiming by, through or under him shall refuse to accept the voluntary compensation payments offered under the provisions of the preceding paragraph, then the company shall be permitted at

any time in its discretion to withdraw such proposal to pay compensation without notice, under which circumstances the company will be no longer bound by the undertakings expressed in the preceding paragraph. If thereafter any claim, suit or demand is made upon this employer for damages, for such injuries, the obligations of the company as expressed in paragraph 1 (B) of the policy, as well as all parts of the policy having reference thereto, shall be available to this employer and shall be and remain the obligations of the company as fully and completely as if this indorsement had not been written.

This indorsement is effective as of policy date.

Nothing herein contained shall waive, vary, alter or extend any provision or condition of the undermentioned policy other than as above stated.

There remains considerable room for conjecture as to how a compensation law for seamen would effect the premium rates for injury insurance. Compensation, if the same as the longshoremen's, would limit settlements for injury and death to a maximum of \$7,500, all of which is payable to the beneficiary. Litigation under present methods occasionally results in verdicts for the seamen of \$25,000 or \$30,000 and cases are on record as high as \$50,000. Out of all court verdicts however must come attorneys' fees and other expenses, possibly reducing the net compensation to one half of the verdict.

## APPENDIXES

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### APPENDIX A.—MARITIME LAW

By LINDLEY D. CLARK

#### Development and Adoption

THE maritime law of the United States at present is a composite of court decisions of varying degrees of modernness, and codes and compilations of law running back to the middle ages and beyond. No recent codification of this law has been attempted; and while it is assumed to be of general acceptance by the nations of the world interested in maritime affairs there are considerable local variations. Like international law, maritime law has effect in any country only in so far as it is accepted and enforced therein.

Without definition, the Constitution, Article III, declares that the Federal judicial power extends "to all cases of admiralty and maritime jurisdiction." The only implication can be that a general understanding of the meaning of such language was assumed. What it then signified is of less importance than what its present meaning is, as indicated by the decisions of courts and modified in measure by congressional enactment.

A brief summary of its provisions and of the acts affecting the older constructions is submitted as of interest in a study of accidents and recoveries therefor, and especially in view of the great difference between admiralty and the widely prevalent idea of compensation.

#### Status and Rights of Seamen Suffering Injury

##### Distinctive Features

Among the several factors that operate to give to seamen a legal and an economic status that differs from that of employed persons generally, two may be noted as especially influential: First, the absolute dependence of the sailor upon his master for the necessities of life—food, lodging, care in case of sickness or accident, etc., on account of his isolation from other recourse; and second, a like dependence of the master upon the continued and constantly available services of his employee until the completion of his undertaking. These facts alone are sufficient to go far toward explaining the peculiarities evident on the one hand in the rules of liability for care and cure, and the application of the fellow-service rule, and the doctrines of assumed risks and contributory negligence, all of which are differently developed in admiralty from the more familiar forms of the common law; and on the other hand, in the methods of enforcing the performance of contracts (e. g., by fines, imprisonment, or flog-

ging) which, although now modified by statute, led the Supreme Court of the United States so recently as 1897 to say of seamen (one justice dissenting): "It can not be open to doubt that the provision [of the United States Constitution] against involuntary servitude was never intended to apply to their contracts." (*Robertson v. Baldwin* (1897), 165 U. S. 275, 17 Sup. Ct. 326.)

Another element in the situation is the persistence from very early times of rules and customs that grew up under conditions and rested on theories that long since lost influence in every other field of employment, but whose dominance in this field has only comparatively recently been modified and is yet far from complete abrogation.

### Summary of Admiralty Rights

Passing by the incidents of wage payments, penalties for desertion, the methods of securing employment, the use of the log book, etc., all of which are distinctly maritime in form and effect, the rights of recovery for personal injury to seamen may be concisely stated in the words of the Supreme Court:

1. That the vessel and her owners are liable, in case a seaman falls sick, or is wounded, in the service of the ship, to the extent of his maintenance and cure, and to his wages, at least so long as the voyage is continued.

2. That the vessel and her owner are, both by English and American law, liable to an indemnity for injuries received by seamen in consequence of the unseaworthiness of the ship, or a failure to supply and keep in order the proper appliances appurtenant to the ship.

3. That all the members of the crew, except perhaps the master, are as between themselves, fellow servants, and hence seamen can not recover for injuries sustained through the negligence of another member of the crew beyond the expense of their maintenance and cure.

4. That the seaman is not allowed to recover an indemnity for the negligence of the master, or any member of the crew, but is entitled to maintenance and cure, whether the injuries were received by negligence or accident. (*The Osceola* (1903), 189 U. S. 158, 175, 23 Sup. Ct. 483.)

No right to recover in fatal cases existed under the maritime law. (*The Harrisburg* (1886), 119 U. S. 199, 7 Sup. Ct. 140.)

### Employers' Defenses

While the defense of fellow service is seen to be very broad, that of contributory negligence is modified in admiralty so as to permit a recovery in the measure of the excess of the employer's negligence over that of the injured employee. This defense may even be barred for the same reasons that operate in connection with that of assumption of risks, as set forth below. (*Eldridge v. Atlas S. S. Co.* (1892), 134 N. Y. 187, 32 N. E. 66.)

As to the third defense so frequently referred to in common-law activities—that of the assumption of risks—it has been broadly said to be "a long and well-established principle that a seaman does not assume the risks of his employment. The rule is grounded in sound public policy." (*Dopico v. New York Marine Co.* (1926), 217 N. Y. Supp. 295.) "If vessel owners sail their ships with improper appliances, they must assume the risks; not the seamen." (*Ib.*) And this is true even though the seaman knew of the imperfection when sailing. (*Cricket S. S. Co. v. Parry* (C. C. A. 1920), 263 Fed. 523.)

The rule is peculiarly applicable in connection with obedience to orders, though not restricted thereto. As said in *Lafourche Packet Co. v. Henderson* (1899), 94 Fed. 871, 36 C. C. A. 519:

A seaman aboard ship is bound to perform such services as may be required of him in the line of his employment. He can not hold back and refuse prompt obedience because he may deem the appliances faulty or unsafe. Masters of ships exercise large powers, and they may legally compel observance to orders. A seaman necessarily surrenders much of his personal liberty and freedom of action, and he is never at liberty, like the landsman, to quit or make much objection to the circumstances surrounding the work commanded.

And in *Panama R. R. Co. v. Johnson* (C. C. A. 1923; 289 Fed. 964), it was held that the Jones Act, incorporating the Federal liability law as to railway service in the seamen's act of 1915 by the amendment of 1920 (see p. 51), did not thereby fix the rule as to the assumption of risks by seamen, the court saying that, in view of the obligations devolving upon seamen to carry out orders, they can not be said to assume the risks, which must be a voluntary act to operate as a defense.

However, the rule is not absolute, as appears from a finding that a fireman on a seagoing vessel assumes as an ordinary risk of his employment that of an unsecured ladder being thrown down by the pitching of the boat during a storm (*Balleng v. S. S. Co.* (1899), 58 N. Y. Supp. 1074, 28 Misc. 238); and that a deck hand on a tugboat assumes the risk of slipping on the deck and being caught in the tow-line (*Direct Nav. Co. v. Anderson* (1902), 69 S. W. 174, 29 Tex. Civ. App. 65).

### Maintenance, Cure, and Wages

It is evident from a perusal of the statement in the *Osceola* case that there is, under the maritime law, a broad general right to maintenance, cure, and wages, but that this right is not enlarged by reason of the negligence of fellow servants, including the master of the vessel.

The question of indemnity, or compensatory damages, arises only when unseaworthiness or a failure to supply and maintain proper equipment is proved.

The term of the payment of wages is said to be "at least as long as the voyage is continued." No fixed rule seems to exist as to the exact duration of wage continuance, or of the period during which maintenance and cure must continue. "Cure" is not used in the absolute sense, as it may often be impossible, but only as meaning proper care in view of the circumstances. (*The Mars* (1907), 149 Fed. 729, 79 C. C. A. 435.) What the standard is "has been the subject of discussion in several cases; but each depends so largely upon its own particular facts that the rule laid down in one may afford little or no aid in determining another." (*The Iroquois* (1904), 194 U. S. 240, 24 Sup. Ct. 640.)

An indemnity was held recoverable where the treatment given an injured man was evidently the best the ship afforded, but where it was held that the master was negligent in failing to put into harbor at an intermediate port, even at some expense and delay, in order to secure better surgical treatment. (Ib.) That negligence in the attempted treatment, or refusal to treat, entails liability is obvious. And even though the master believes that the injured man was shamming and refuses him treatment or excuse from duty on that

ground, there is still liability. (*Morris v. United States* (C. C. A. 1924; 3 Fed. (2d) 588.) The compulsion to perform work while the injured man "was entitled to be maintained in rest for cure" was held to furnish a basis for a compensatory recovery representing wages for the period.

Naturally, the term of treatment reasonably required to effect a cure may extend beyond the term of the contract of employment, and it has been held that such continuance is a right. (*The Bouker*, No. 2 (1917), 241 Fed. 831, 154 C. C. A. 533; *Great Lakes S. S. Co. v. Geiger*, C. C. A. 1919; 261 Fed. 275.) But such extension does not carry with it a right to continuance of wages, and a judgment to the contrary was reversed by the court of appeals in the *Geiger* case, *supra*, though the judgment for maintenance was held proper.

### Unseaworthiness

The term seaworthiness, the lack of which affords a basis for indemnity, is defined as "the sufficiency of the vessel in materials, construction, equipment, officers, men and outfit, for the trade or service in which it is employed." (Bouvier: *Rawle's 3d Revision*.) A few cases under this head may be noted by way of illustration. In one of these (*Carlisle Packing Co. v. Sandanger* (1922), 259 U. S. 247, 42 Sup. Ct. 475), a seaman undertook to start a fire "according to the prevailing custom in those waters," using firewood upon which he had poured coal oil, as he supposed. In fact, he had used a can so marked, but it contained gasoline; an explosion occurred and the man was badly burned. He jumped into the water to extinguish his flaming clothes, but delayed in an effort to find a life preserver. None was to be found, and the court ruled that it would have been a proper instruction to say that the vessel was unseaworthy by reason of the gasoline found in a can marked "coal oil"; also that it was unseaworthy if no life preservers were on board when the boat left the docks. For both these reasons the injured man "was entitled to recover compensatory damages."

A second aspect of unseaworthiness entailing indemnity was a case in which, during a storm, an engine cover fell upon a seaman because of insufficient fastening (*The Drumelton* (1907), 158 Fed. 454); likewise where a skid of known defectiveness was kept in use, causing a barrel being moved thereon to fall upon and seriously injure a seaman. (*Lafourche Packet Co. v. Henderson* (1899), 94 Fed. 871.)

A third phase appeared in a case in which the vessel employed a mate "with a reputation for ferocity as wide as the seven seas." He was physically powerful and so maltreated the seamen under him that various ones suffered serious and permanent injuries. The boat was held liable on the assumption of the master's knowledge of the assaults, a denial of which would be "simply to trifle with the court." Since seaworthiness implies that a boat be properly manned, the condition was found wanting in this case, with corresponding liability. (*The Rolph* (1923), 293 Fed. 269.)

It will be observed that in none of these cases was there a circumstance affecting the staunchness of the vessel or its fitness for the general purposes of navigation, to which the rule would obviously apply.

In a fourth case, unseaworthiness was charged where the master ordered a stick intended for one use to be applied to another use for

which it was not fitted, injury resulting. The injured man was denied full indemnity, however, inasmuch as the fault lay, not in the equipment supplied, but in the "improvident order of the master, for which the owners are not liable." (*John A. Roebling's Sons Co. v. Erickson* (C. C. A. 1919), 261 Fed. 986.)

### Joinder of Claims

A point of interest in this case was a requirement by the trial court that the seaman elect whether to "stand upon his right to wages and expenses of maintenance and cure to the end of the voyage," or to sue for indemnity. The court of appeals ruled that this was error, since he was entitled to the former "under any and all circumstances, except his own willful misconduct. If he recover indemnity, it will be included; but if he claim indemnity, and fail to get it, he is not for that reason to be deprived of his right to wages and expenses of cure and maintenance to the end of the voyage."

However, since this action was for an indemnity that was denied, with no other claim before the court, a new trial must be had.

### Procedure

Before taking up the statutory changes made by Congress in the rights of recovery, certain differences between the common law and admiralty may be referred to as regards the general subject of actions by an injured employee. Thus, under the maritime law two forms of procedure are possible, one against an individual, as the master, captain, or owners of a vessel, known as an action in personam, and another known as a proceeding in rem, in which the action is brought against a vessel, its cargo, or other such matter as defendant, not naming an individual, and accompanied by a provisional seizure of the article or object against which the action is brought, a form of attachment as by lien being an essential factor. The Federal Constitution provides that the judicial power of the United States shall extend "to all cases of admiralty and maritime jurisdiction," assuming a common understanding of the meaning of such language. The desirability of a certain measure of flexibility in regard to recovery of damages for maritime torts was indicated, however, in the provision found in the Judicial Code granting to the courts of the United States jurisdiction over "all civil causes of admiralty and maritime jurisdiction," by a provision "saving to suitors in all cases the right of a common-law remedy where the common law is competent to give it." (Judiciary act of 1789, R. S. sec. 563.)

This grant relates to "the right of a common-law remedy," and this may be prosecuted in the State courts; however, it does not confer common-law rights, but only permits the common-law courts to enforce maritime rights by common-law procedure, and therefore gives them no power to proceed except against individual defendants, by actions in personam. (*Chelentis v. Luckenbach* S. S. Co. (1918), 247 U. S. 372, 38 Sup. Ct. 501.) Proceedings in rem can be brought only in admiralty courts. (*The Moses Taylor* (1867), 71 U. S. (4 Wall.) 411, 431; *The Glide* (1897), 167 U. S. 606, 17 Sup. Ct. 930.)

### Modification by Statute

The grant given by the Judicial Code enacted in 1789 was the sole provision on the subject until 1915, when the seamen's act of that year (Ch. 153; 38 Stat. 1164, sec. 20) provided:

That in any suit to recover damages for any injury sustained on board vessel or in its service seamen having command shall not be held to be fellow servants with those under their authority.

Within the year of this enactment a fireman was injured on the high seas and charged "negligence and an improvident order of a superior officer." A common-law action was instituted in the supreme court, New York County, N. Y., demanding full indemnity for injuries sustained. The case was removed to a Federal court on grounds of diversity of citizenship. There was no charge of unseaworthiness, which would base an action for damages under the maritime law; nor was there any claim made for maintenance, cure or wages. In other words, maritime rights were remitted and a common law recovery sought.

Both the trial and appeals courts denied such recovery, and the case came to the Supreme Court, where the judgment below was affirmed. (*Chelentis v. Luckenbach S. S. Co.*, supra.) It was pointed out that "the distinction between rights and remedies is fundamental," and that while the saving clause of the Judicial Code permitted any "right sanctioned by the maritime law" to be enforced "through any appropriate remedy recognized at common law," the act of 1915 did not indicate "an intention to give the complaining party an election" between common law and maritime rights. "Under the circumstances here presented, without regard to the court where he might ask relief, petitioner's rights were those recognized by the law of the sea." The provision against fellow service as between those in command and those under their authority should be given "full effect whenever the relationship between such parties becomes important. But the maritime law imposes upon a ship-owner liability to a member of the crew injured at sea by reason of another member's negligence (i. e., for maintenance, wages, and cure) without regard to their relationship; it was of no consequence therefore to petitioner whether or not the alleged negligent order came from a fellow servant; the statute is irrelevant."

### Merchant Marine Act

Passing over two attempts to amend the Judicial Code so as to permit the application of State compensation laws to localized maritime employments, both of which were held to violate the provisions of the Constitution as to fundamental requirements of uniformity in maritime law, an effective change is found in a provision of the merchant marine act of 1920 (ch. 250; 41 Stat. 1007, sec. 33), amending the section of the seamen's act of 1915 above considered. This amended section applies to "any seamen who shall suffer personal injury in the course of his employment," and gives him the option of suing "for damages at law, with the right of trial by jury, and in such action all statutes of the United States modifying or extending the common law right or remedy in cases of personal injury to railway employees shall apply." Injuries causing death are included.

This is obviously a modification of the maritime law, since it gives the "common-law right" as well as remedy, the measure being the provisions of the Federal statute of 1908-1910, relating to employees on railways. Naturally, such a departure from the old rule of non-liability (beyond the expense of maintenance and cure) for injuries due to negligence of the members of the crew, including the officers, as was involved in this amendment by a substitution of the doctrine of indemnity or compensatory damages gave rise to objections as to its constitutionality.

In what appears to be the first case reaching the Supreme Court involving an application of the liability principle of this act (*Panama R. R. Co. v. Johnson* (1924), 264 U. S. 375, 44 Sup. Ct. 391), the United States Circuit Court of Appeals for the Second Circuit had maintained the validity of the law (289 Fed. 964) in this case, which involved an injury suffered at sea by a seaman while ascending a ladder from the deck to the bridge. There was allegation of negligence in regard to the adequacy of the ladder, for which the employer was held responsible, and also the negligence of the officers of the vessel in permitting an unsafe arrangement with regard to it, and in ordering him to go up the ladder. The charge of unseaworthiness was not stressed, but the action was brought on charges of negligence—a common-law basis—but modified by statute. It was held by the Supreme Court that such a modification of the law by act of Congress was within its power, and that no reason appeared why it might not bring maritime rules applicable to injuries to employees "into relative conformity to the common-law rules or some modification of the latter, if the change be country-wide and uniform in operation." The law was held not to withdraw "injuries to seamen from the reach and operation of the maritime law, nor to enable the seaman to do so." An election between alternatives is granted, making use of the maritime law as modified, if desired, or pursuing maritime remedy according to the old rule.

In contrast with the act of 1915, the court held that the amendment of 1920 disclosed a purpose to modify existing law, if the injured person so elected, by extending to maritime cases the common-law right and remedy enjoyed under Federal statutes by railway employees. This provision operates only in case of proceedings in personam, as on the common-law side, when there may be a trial by jury; maritime law is not dispensed with, and if the action is in admiralty the issues would still be tried by the court under the new rules embodied in the act. "So construed, the statute does not encroach on the admiralty jurisdiction intended by the Constitution, but permits that jurisdiction to be invoked and exercised as it has been from the beginning."

The contention that the act is discriminatory and arbitrary in permitting seamen to elect which form of action to employ, while failing to grant such rights to the employer, was rejected. To permit a choice between alternatives was held not to be a denial of due process of law; and "in the nature of things, the right to choose can not be accorded to both parties, and, if accorded to either, should rest with the one seeking redress rather than the one from whom redress is sought."

### Limited Liability

As already stated, the amendment of 1920 gives a right of action in case of death, but it does not affect the shipowner's right to plead limited liability as that right existed in admiralty prior to the amendment. The principle is expressed by the Supreme Court in *The China* (1868), 74 U. S. (7 Wall.) 53, as follows:

Originally, the primary liability was upon the vessel, and that of the owner was not personal, but merely incidental to his ownership, from which he was discharged either by the loss of the vessel or by abandoning it to his creditors.

Thus, where his administratrix sued under the act of 1920 to recover for the death of the captain of a tug which sank because of the explosion of its boiler, the defendant company pleaded limited liability. The district court denied the plea on the ground of a repeal of this rule so far as applicable to such a case. (In re East River Co., 294 Fed. 686.) The case reached the Supreme Court on this question, where it was held that the owner was entitled to an injunction restraining further prosecution of the suit. (Same case (1924), 266 U. S. 355, 45 Sup. Ct. 114.) Assuming the complete loss of the sunken tug, the basis of recovery was nil, the court saying that while the act of 1920 "determines the extent of the seaman's substantive rights and the measure of damages," the source from which the damages could be recovered, in those exceptional cases in which the surrender of the ship is made, is fixed by the earlier law.

What this signifies is more fully set forth in an earlier case (*The City of Norwich* (1886), 118 U. S. 468, 16 Sup. Ct. 1150), where it was held that the value of a surrendered ship and the freight earned, as a basis of recovery of damages, was the value at the termination of the voyage; and if she was lost at sea that would be the termination for the purpose of fixing the owner's liability, her value as a sunken vessel being the limit. A subsequent raising and repair, giving an increased value, would not affect this limit; nor would any insurance be construed as a part of the owner's interest or enter into the amount for which he would be liable.

Other provisions of law limit an owner's liability to the interest he has in the vessel attached and provide for the pro rata adjustment of losses where they exceed such value. This limitation operates where the employment relation is in effect, but where the death of a seaman was caused by a collision between two vessels, both being at fault, even though as against his own vessel recovery would be subject to limitation as above indicated, no restrictions would exist in so far as the other vessel was concerned. (*The Hamilton* (1907), 207 U. S. 398, 28 Sup. Ct. 133.)

It may be noted in passing that none of these limitations affects the right to compensation secured by the longshoremen and harbor workers' compensation act of March 4, 1927. (Public Act No. 803.) This act, by its terms, does not apply to "a master or member of a crew of any vessel," but does apply quite generally to other maritime employments.

### " Death Act " of 1920

A second statute that modifies the maritime law was also enacted in 1920 (Ch. 111, 41 Stat. 537), providing recovery in case of death "by wrongful act, neglect, or default occurring on the high seas beyond a marine league from the shore of any State." This law is

not applicable to the Great Lakes or other inland waters, and, by its terms, does not in any wise affect any State statute regulating rights of action or remedies for death. The action provided for is "a suit for damages in the district courts of the United States, in admiralty." The principle of comparative negligence embodied in maritime law is retained.

This statute, like the Lord Campbell's or "death acts" of the States generally, is not essentially an employee's act, but is available for seamen on the same terms as other persons exposed to maritime hazards, thus curing the defect of nonrecovery for death which admiralty shared with the common law until corrected by statute.

The act provides that, if a person die of the injury during the pendency of a suit for damages, the personal representative may proceed with the suit. It has been held, however, that where a seaman was injured on the high seas and carried ashore, dying before action is begun, no survival of right exists under this act, as the provision of law is for a survival of action and not for a survival of a cause of action, a court of admiralty having no jurisdiction over a cause arising on land. (*Pickles v. F. Leyland & Co.* (1925), 10 Fed. (2d) 371.) Such a construction is out of harmony with the reasoning in *Van Doren v. Pa. R.* (C. C. A. 1899, 93 Fed. 260), where it was said: "The fact of death is not the tort, but its consequence"; while in an action under the Jones Act (1920; ch. 250, sec. 33), it was said that the fact of a death on land from an injury on board ship did not affect the right of relief accorded his personal representative. (*Luckenbach S. S. Co. v. Campbell* (C. C. A. 1925), 8 Fed. (2d) 223.) And independently of both statutes, jurisdiction was maintained in a similar case, the court saying that "it is well settled by the weight of modern authority that the place of the injury is the test of the jurisdiction. (*Hamburg-Amerikanische P. A. G. v. Gye* (C. C. A. 1913), 207 Fed. 247.) (See also the *Greenwald* case below.)

#### State Laws

Prior to the enactment of the death statute, recourse could be had to State laws giving damages if a death occurred on waters under the jurisdiction of the State, but subject to the terms of such State laws in respect to limitations, contributory negligence, etc., although differing in these regards from the practice in admiralty. (*Western Fuel Co. v. Garcia* (1921), 257 U. S. 233, 42 Sup. Ct. 89; *The A. W. Thompson* (1889), 39 Fed. 115; *O'Brien v. Luckenbach S. S. Co.* (C. C. A. 1923), 293 Fed. 170.) Thus the Supreme Court found it necessary to reverse a judgment in favor of the administrator of a seaman killed in San Francisco Harbor, the case being heard under the death act of California. The district court had held that the limitation of one year therein prescribed, while binding on State courts, was not binding in a proceeding in admiralty, a finding that the Supreme Court rejected. (*Garcia* case.)

A State statute (or to be exact, one of the District of Columbia) was held to be applicable to a case of death in 1919, chargeable to the neglect of the owner of a ship and its agents in respect to the supply of proper food. Though the cause of death was illness occasioned by food supplied on the vessel, and the death took place in Africa, in a country governed by Great Britain, the liability was held to be fixed by the law of the flag of the vessel on board which

the injury was suffered, and which was owned in the District of Columbia. Recovery was therefore allowed under the death act of that jurisdiction. (*United States Shipping Board E. F. Corp. v. Greenwald* (C. C. A. 1927), 16 Fed. (2d) 948.)

### Foreign Seamen

Section 33 of the Jones (merchant marine) act of 1920 is held to apply to employees of foreign corporations doing business in the United States (*Stewart v. Pacific Steam Nav. Co.* (1924), 3 Fed. (2d) 329; and to injuries to seamen on foreign vessels injured while in an American port, *The Apurimac* (1925), 7 Fed. (2d) 741); for while "the jurisdiction and laws of a nation accompany her ships not only over the high seas, but into ports and harbors, or wheresoever else they may water borne" (*United States v. Rodgers* (1893), 150 U. S. 249, 265, 14 Sup. Ct. 109), "in the present state of international intercourse and commerce, all persons in time of peace have the right to resort to the tribunals of the nation where they may happen to be, for the protection of their rights." (Benedict Adm. 1925, sec. 82.)

For "where a foreign merchant vessel comes into our ports, like a foreign citizen coming into our territory, it subjects itself to the jurisdiction of this country." (*Patterson v. Bark Eudora* (1903), 190 U. S. 169, 23 Sup. Ct. 821.)

### Summary

The early developments of maritime law that controlled recovery for injury to seamen up to the opening of the present decade have been largely modified by the enactment of statutes that affect cases in which the rule of fellow service was formerly excluded. Negligence of the master or other member of the crew is basis for an action for damages, while improper or defective equipment not only give ground for an action in admiralty as for unseaworthiness, but would also base a suit in the forms of the common law in line with the terms of the Federal statute governing railroad employees. No repeal is made by any law of the provision relative to maintenance, cure, and the payment of wages to the end of the voyage; and in case of death, suit may be brought under the railroad act, the death act of 1920, or, locality permitting, under State laws.

No redress beyond the maritime allowance of maintenance, etc., is available in any case in the absence of proved negligence or wrongful act, established before the court alone in admiralty proceedings, or by a jury trial in an action at common law.

State courts have jurisdiction concurrently with the Federal courts, except as to actions under the death act of 1920, where proceedings can be initiated only in the United States district courts.

In the absence of treaty provisions to the contrary, the laws of the United States may be availed of by foreign seamen in American waters seeking redress in courts of the United States.

## APPENDIX B.—GENERAL TABLE

The general table shows in detail for each accident case covered the occupation, age, wage rate, the nature of the injury, the number of days of disability, the number of days of treatment and convalescence, the number of days during which the seaman was entitled to wages and the amount of wages to which he was entitled under the principles of maritime law, the amounts actually paid as wages, maintenance, or other settlement, and the estimated total amount that would have been paid under the adaptation of the longshoremen's act, with the number of days for which compensation was computed. The cases are grouped by method of settlement as follows:

1. Cases settled by agreement between the seaman and the claim adjuster of the shipping company or the underwriter, also including a small number of cases which were referred to the United States Compensation Commission for adjudication.
2. Cases in which the injured seamen made no claim but were entitled to some money settlement.
3. Cases in which the seaman retained an attorney to look after his interests, the attorney having settled the case by agreement with the claim adjuster of the shipping company or the underwriter.
4. Cases in which legal action was commenced and settlement reached by compromise before or during trial.
5. Cases in which legal action was taken and the case prosecuted to judgment.

## Methods Used in Tabulation

*Occupation.*—The occupation as shown in the tabulations of this report is the regular occupation at which the injured seaman was employed and does not necessarily mean the particular occupation at which he was working at the time of the accident. For instance, data are reported for several accidents which occurred while the seaman was returning to the United States as a work-a-way. In such cases the seaman is usually bound to do duty at a very low rate—often at \$0.01 per month. The occupation shown in such cases is the customary occupation of the seaman.

*Wage rate per month.*—The wage rate per month as shown in the tabulation, except work-a-ways and those noted otherwise, is the rate per month at which the seaman was signed on articles or performing service under contract of hiring at the time of his injury. In computing the compensation for disability the bureau has added to the rate shown an allowance of \$30 per month for food and \$15 per month for quarters in each case where the money rate did not include such allowances.

*Part of body injured.*—If the accident caused injury to more than one part of the body, the entry has been made for each part injured with respect to the nature of injury of the different parts affected. See "Nature of injury" below.

*Nature of injury.*—Injuries affecting various parts of the body show the nature of the injury entered respectively with the part of the body to which it applies. For instance, "Second degree burns of the face and comminuted fracture of the right arm" is entered under the above heading in the tabulations as "Burns; fracture,"

and under "Part of body" as "Face; right arm," inasmuch as the degree or extent is indicated by the length of the ensuing disability.

*Disability.*—Disability as shown in the tabulations of this report is the time during which the injured man was unable to render any service in his regular occupation, or during which he rendered service in another occupation at a lower wage because of incapacity to work at his regular occupation. Many seamen who are injured continue to render only partial service through the remainder of the voyage for which they are signed and at the same time draw full wages for the partial service. Unless the seaman was unable to render any service in such cases while wages were continued the bureau has not considered any disability during the voyage. If an injured man recovers to a degree which enables him to work at another occupation, but not at his own occupation, the bureau has considered the period at the other occupation as partial disability, provided the wages earned in the second occupation were less than he would have earned in his regular occupation. Compensation for such partial disability was computed on the basis of two-thirds of the difference between the injured seaman's weekly wage before the injury and the weekly wage at the second occupation, during the continuance of his employment in the second occupation.

*Treatment.*—Treatment on ship is the number of days that a seaman was aboard a ship after becoming unable to render service. It includes the days he continued aboard the ship on which he was injured and the days, if any, aboard another ship while being brought ashore or while being returned to the port of shipment.

In-patient treatment is the period of confinement on land during which the seaman was furnished subsistence, either by shipowner, marine hospital service or the consular service.

Out-patient treatment is the total number of days during the seaman's disability that he was maintaining himself while visiting either a hospital, dispensary, or a private physician for treatments.

*Convalescence.*—The period shown as "convalescence" in this report is that portion of the seaman's disability after the cessation of treatments during which he obtained board and lodging at his own expense. This is so shown to make the total of the out-patient treatment and the convalescence represent the period during which the seaman is entitled to an allowance for maintenance.

*Days entitled to wages.*—The number of days shown under this heading is the number of days from the beginning of the seaman's disability to the end of his agreement as practiced under maritime law. (See p. 32.)

*Days entitled to maintenance.*—The number of days a seaman is entitled to maintenance is the total of the days shown as an out-patient and as a convalescent.

*Amount entitled to as wages.*—The sum shown as the amount of wages to which the seaman was entitled is wages computed at straight rate from the beginning of his disability to the end of the voyage in accordance with the practice of wage continuance. One thirtieth of the monthly wage was used as the daily wage. (See pp. 18, 32.)

*Amount entitled to as maintenance.*—The sum shown as the amount entitled to as maintenance was computed by allowing each unlicensed seaman (except steward) \$2 per day and licensed officer and steward \$3.50 per day for each day of out-patient treatment and convalescence

shown in the tabulation. If the maintenance allowance was specified in any case as being more or less than the above amounts the specified figure was used and the tabulation noted accordingly.

*Days from injury to settlement.*—The days from the injury to the settlement indicates the lapse of time after the injury before the seaman realized compensation for time lost, pain and suffering, or for indemnity. In cases where payments were made at different times the lapse of time shown is from the date of the injury to the date of the first payment.

*Amount actually paid as wages.*—The amount shown as wages actually paid is the unearned wages at straight rate paid the seaman under his right to wages to the end of the voyage. It does not include pay for extra work, overtime, or for any period during which he was rendering service. Such items were due the seaman in some cases and were included in the final settlement but were deducted before entering the amount in the tabulation. For instance, in one case a seaman was entitled to unearned pay for six watches (\$15) to the end of the voyage. The wage voucher which the seaman actually received was for \$29.80, which included pay for overtime earned before the beginning of disability. The amount shown as wages paid in this case is \$15.

*Amount actually paid as maintenance.*—The amount shown as maintenance actually paid includes all sums paid to the seaman as an allowance for maintenance and also any amounts that were paid directly to other parties by the shipowner or the underwriter to satisfy bills for board and lodging which accrued against the seaman during his out-patient or convalescent period of disability.

*Amount actually paid as other settlement.*—The amounts shown as other settlements are sums paid the seaman in settlement of his claim other than for wages and maintenance, except in cases where the sums representing wages to the end of the voyage and maintenance were obscure and neither indicated nor specified in the records of settlement. In such cases the amount shown is the full amount of the entire settlement.

*Total amount actually paid.*—The total amount actually paid is the amount paid by the shipowner or the underwriter to the seaman or his attorney to satisfy the claim. If the settlement was made by personal agreement, the amount is net to the seaman. If the settlement is through agreement with the seaman's attorney, a compromised action, a jury verdict, or a court decree, the amount shown includes the plaintiff's attorney's fee but not court costs.

*Amount of probable recovery under compensation act.*—The amount payable under the adaptation of the longshoremen's act includes the following items:

(1) The amount to which the seaman was entitled as wages shown in the tabulation;

(2) The amount to which the seaman was entitled as maintenance as shown by the tabulation; and

(3) The lump-sum value of compensation payable by applying the provisions of the longshoremen's act as discussed in this report. (See pp. 14 to 19.)

## Accidents to seamen of the United States

No. of case	Occupation	Age	Wage rate per month	Nature of injury and part of body affected	Days of total disability	Days of treatment received			Days of convalescence
						On ship	In-patient	Out-patient	
<b>PERSONAL AGREEMENT</b>									
1	Oiler	36	\$72.50	Scald, right foot	31	19			12
2	Fireman	25	65.00	Burn, right hand and foot	20	5	15		
3	Chief mate	(1)	185.00	Fracture, ribs	42		13		29
4	Fireman	27	65.00	Abrasion and laceration, head; fracture, arm.	59	45	14		(9)
5	Able seaman	31	62.50	Laceration, infection, first finger <sup>4</sup> right hand.	<sup>4</sup> 41	1	26		14
6	Fireman	25	65.00	Hernia, left groin	68	1	37		30
7	Wiper	29	57.50	Laceration, right arm	48		2	5	41
8	Chief mate	49	185.00	Hernia, left groin	57	8	21		28
9	Able seaman	29	62.50	Bruise, left testicle	23	4	19		
10	Boatswain	37	70.00	Bruise and laceration, second and third fingers <sup>5</sup> left hand.	<sup>4</sup> 61		61		
11	Coal passer	48	60.00	Bruise, left breast; fracture, rib	86	6	45		35
12	Able seaman	33	62.50	Strain, right side	66	9	57		
13	Messman	28	40.00	Bruise, groin	8	4			4
14	Ordinary seaman	22	47.50	Hernia	65	13	23		29
15	Steward	26	105.00	Bruise, left knee	87	57	22	1	7
16	Fireman	26	62.50	Bruise, left hand	16		9	7	
17	Able seaman	26	55.00	Bruise, left foot	10	1		5	4
18	Oiler	20	65.00	Bruise, right shoulder; laceration, left eye.	8			7	1
19	Able seaman	29	55.00	Dislocation, left knee	8		8		
20	Oiler	24	65.00	Bruise, left thumb					
21	Ordinary seaman	24	40.00	Bruise, foot	10			5	5
22	First engineer	34	260.00	Bruise, coccyx	30			1	29
23	Able seaman	(1)	62.50	do.	15	5	6	4	
24	Ordinary seaman	21	47.50	Malaria, developing pneumonia <sup>6</sup>	125	44	36		45
25	Mess boy	21	42.00	Malaria <sup>6</sup>	99	19	36		44
26	Ordinary seaman	23	47.50	Sprain, left thumb	44		41		3
27	Second engineer	25	165.00	Burn, arms and legs	15		15		
28	Oiler	(1)	65.00	Bruise, fourth finger left hand					
29	Able seaman	30	55.00	Laceration, forehead					
30	do.	33	62.50	Scald, head, neck, and body	29			25	4
31	Ordinary seaman	27	40.00	Foreign matter in eye	<sup>1</sup> 1			(9)	(9)
32	do.	29	40.00	Strain, back	12	3	9		
33	do.	21	47.50	Fracture, first finger left hand	97	2		1	94
34	Oiler	34	72.50	Bruise, left knee and scapula	24	3	8		13
35	Ordinary seaman	20	47.50	Lacerated right thumb	25			22	3
36	Second engineer	27	130.00	Bruise and scald, face and head					
37	Fireman	28	57.50	Burn, arms and side	15	2	13		
38	Able seaman	24	62.50	Bruise, left knee	<sup>2</sup> 2	2	(9)	(9)	
39	do.	22	62.50	Bruise of mouth					
40	Second engineer	42	135.00	Bruise, right knee	22		22		
41	Able seaman	21	62.50	Sprain, ankle	25	1	18		6
42	Boatswain	42	70.00	Bruise, right knee	21	9			12
43	Second mate	58	135.00	Bruise, right forearm; laceration, left shin.	52	11		20	21
44	Able seaman	29	55.00	Laceration, forehead	1			1	
45	Engineer	41	150.00	Laceration, head; dislocation, infection, thumb right hand.	<sup>3</sup> 3	1	<sup>2</sup> 2	(9)	(9)
46	Boatswain	32	75.00	Bruise, head; laceration, face	67	20	47		
47	Coal passer	38	60.00	Malaria <sup>6</sup>	58	17	5		36
48	Cook	37	110.00	Laceration, infection, second finger left hand.	40	30		8	2
49	Able seaman	28	62.50	Strain, back	29	2	2	20	5
50	Second mate	23	165.00	Malaria <sup>6</sup>	38	5	12	21	
51	Able seaman	28	62.50	Strain, back	23	1	2		20
52	Second engineer	34	165.00	Malaria <sup>6</sup>	34			34	
53	Radio operator	28	105.00	do. <sup>6</sup>	70			70	
54	Third engineer	23	150.00	do. <sup>6</sup>	46		9		37
55	Mess boy	24	42.00	do. <sup>6</sup>	48	33	9		6
56	Wiper	39	57.50	do. <sup>6</sup>	48	33	15		
57	Oiler	39	72.50	Laceration and fracture, second finger left hand.	52	7		9	36
58	Coal passer	33	60.00	Fracture, great toe left foot	29	7	22		
59	First engineer	57	135.00	Sprain, left shoulder	56	29			27
60	Wiper	24	50.00	Laceration, second finger right hand.	46			22	24

<sup>1</sup> Not reported.<sup>2</sup> At \$3.50 per day.<sup>3</sup> No record; left hospital against advice.<sup>4</sup> Permanent loss of use.<sup>5</sup> Partial disability for life.<sup>6</sup> Amputation resulting.

merchant marine, by individual cases

Days entitled to—		Amount entitled to as—		Days from injury to settlement	Amount actually paid as—				Probable recovery under compensation act		Days for which compensation was computed
Wages	Maintenance	Wages	Maintenance		Wages	Maintenance	Other settlement	Total compensation	Amount	Compared with actual recovery	
<b>PERSONAL AGREEMENT</b>											
19	12	\$45.92	\$24.00	156	\$45.92	-----	\$52.00	\$97.92	\$100.91	+\$2.99	12
5	2	10.83	-----	20	10.83	-----	41.00	51.83	47.09	-4.74	15
22	29	135.67	<sup>1</sup> 101.50	204	135.67	-----	70.00	205.67	308.60	+102.93	20
46	-----	99.67	-----	45	99.67	-----	-----	99.67	131.09	+31.42	13
1	14	2.08	28.00	116	2.08	-----	60.00	62.08	790.92	+728.84	<sup>4</sup> 322
1	30	2.17	60.00	88	2.17	-----	60.00	62.17	224.12	+161.95	67
41	46	78.58	92.00	46	78.58	-----	-----	78.58	186.35	+107.77	7
8	28	49.33	<sup>2</sup> 98.00	95	49.33	-----	105.00	154.33	322.33	+168.00	49
4	-----	8.33	-----	26	8.33	-----	39.58	47.91	53.22	+5.31	19
5	-----	11.67	-----	64	2.33	-----	500.00	502.33	984.62	+482.29	<sup>6</sup> 385
25	35	50.00	70.00	56	50.00	\$59.02	-----	109.02	260.73	+151.71	61
26	-----	54.17	-----	88	18.75	-----	107.92	126.67	148.68	+22.01	40
4	4	5.33	8.00	31	5.33	-----	<sup>7</sup> 50.00	55.33	20.80	-34.53	4
35	29	55.42	58.00	36	20.58	-----	47.50	68.08	174.41	+106.33	30
57	8	199.50	<sup>2</sup> 28.00	81	199.50	<sup>2</sup> 28.00	62.00	289.50	326.41	+36.91	30
1	7	2.08	14.00	15	2.08	14.00	96.00	102.08	51.52	-50.56	15
10	9	18.33	18.00	49	1.83	-----	50.00	51.83	36.33	-15.50	-----
1	8	2.17	16.00	9	2.17	-----	32.50	34.67	35.09	+42	7
8	-----	14.67	-----	44	1.83	-----	<sup>7</sup> 25.00	26.83	14.67	-12.16	-----
-----	-----	-----	-----	30	-----	-----	<sup>7</sup> 125.00	<sup>7</sup> 125.00	-----	-125.00	-----
10	10	13.33	20.00	9	13.33	13.00	-----	26.33	33.33	+7.00	-----
1	30	8.67	<sup>1</sup> 105.00	29	8.67	<sup>1</sup> 105.00	-----	113.67	227.24	+113.57	29
5	4	10.42	8.00	22	10.42	23.00	18.00	51.42	42.05	-9.37	10
44	45	69.67	90.00	99	69.67	60.00	-----	129.67	324.33	+194.66	81
42	44	58.80	88.00	99	8.40	30.00	-----	38.40	255.83	+171.43	57
44	44	69.67	88.00	120	1.58	-----	150.00	151.58	157.67	+6.09	-----
15	-----	82.50	-----	60	5.50	-----	429.00	434.50	82.50	-352.00	-----
-----	-----	-----	-----	16	-----	-----	<sup>7</sup> 40.00	<sup>7</sup> 40.00	-----	-40.00	-----
-----	-----	-----	-----	14	-----	-----	<sup>7</sup> 55.00	<sup>7</sup> 55.00	-----	-55.00	-----
1	29	2.08	58.00	28	2.08	58.00	242.00	302.08	126.24	-175.84	28
12	-----	1.33	-----	39	1.33	-----	<sup>7</sup> 20.00	21.33	1.33	-20.00	-----
2	-----	16.00	-----	111	1.33	-----	27.50	28.83	16.00	-12.83	-----
2	95	3.17	190.00	20	3.17	75.00	-----	78.17	386.29	+308.12	95
4	13	9.67	26.00	10	9.67	26.00	99.00	134.67	87.31	-47.36	20
1	25	1.58	50.00	25	1.58	35.00	-----	36.58	100.37	+63.79	24
-----	-----	-----	-----	10	-----	-----	<sup>7</sup> 260.00	<sup>7</sup> 260.00	-----	-260.00	-----
9	-----	17.25	-----	14	17.25	-----	148.50	165.75	30.77	-134.98	6
2	-----	4.17	-----	9	4.17	-----	<sup>7</sup> 31.25	35.42	4.17	-31.25	-----
-----	-----	-----	-----	18	-----	-----	<sup>7</sup> 45.00	<sup>7</sup> 45.00	-----	-45.00	-----
-----	-----	-----	-----	123	-----	-----	100.00	100.00	78.57	-21.43	22
21	6	43.75	12.00	24	37.50	-----	-----	37.50	65.20	+27.70	4
9	12	21.00	24.00	16	21.00	24.00	46.00	91.00	75.33	-15.67	12
11	41	49.50	<sup>1</sup> 143.50	52	49.50	<sup>1</sup> 143.50	36.50	229.50	339.43	+109.93	41
1	1	1.83	2.00	887	1.83	-----	<sup>7</sup> 25.00	26.83	3.83	-23.00	-----
3	-----	15.00	-----	31	5.00	-----	<sup>7</sup> 150.00	155.00	15.00	-140.00	-----
67	-----	169.20	-----	80	169.20	-----	-----	169.20	169.20	-----	-----
19	36	38.00	72.00	556	30.00	-----	50.00	80.00	199.98	+119.98	39
30	10	110.00	20.00	34	110.00	20.00	-----	130.00	164.07	+34.07	10
13	25	27.08	<sup>10</sup> 62.50	32	4.17	-----	55.00	59.17	127.39	+68.22	16
6	21	27.50	<sup>2</sup> 73.50	104	27.50	-----	73.50	101.00	215.29	+114.29	32
1	20	2.08	40.00	32	2.08	-----	55.00	57.08	94.06	+36.98	22
-----	34	-----	<sup>11</sup> 102.00	27	-----	90.00	-----	90.00	223.43	+133.43	34
-----	70	-----	140.00	187	-----	-----	100.00	100.00	330.80	+230.80	70
-----	37	-----	<sup>12</sup> 129.50	115	-----	-----	150.00	150.00	293.79	+143.79	46
48	6	58.80	12.00	55	58.80	-----	-----	58.80	70.80	+12.00	-----
48	-----	92.00	-----	48	92.00	-----	-----	92.00	92.00	-----	-----
7	45	16.92	90.00	41	16.92	90.00	-----	106.92	223.15	+116.23	45
6	-----	12.00	-----	32	12.00	-----	30.00	42.00	65.06	+23.06	23
29	27	130.50	<sup>1</sup> 94.50	78	130.50	-----	175.00	305.50	321.43	+15.93	27
46	46	76.67	92.00	22	76.67	30.00	-----	106.67	168.67	+62.00	-----

<sup>7</sup> Nuisance value.  
<sup>8</sup> Occupational disease.  
<sup>9</sup> Alleged further disability could not be verified.

<sup>10</sup> At \$2.50 per day.  
<sup>11</sup> At \$3 per day.

## Accidents to seamen of the United States

No. of case	Occupation	Age	Wage rate per month	Nature of injury and part of body affected	Days of total disability	Days of treatment received			Days of convalescence
						On ship	In-patient	Out-patient	
<b>PERSONAL AGREEMENT—Continued</b>									
61	Able seaman	35	\$55.00	Bruise and laceration, head, left hand, and legs.	140		23		117
62	Oiler	29	65.00	Bruise, third finger right hand	25		1	1	23
63	Motorman	27	65.00	Laceration, right ear and shin; infection of shin wound.	46		36	10	
64	Waiter	27	35.00	Bruise and laceration, back and arm.	14	9		5	
65	Radio operator	20	90.00	Strain, left knee					
66	Wiper	23	50.00	Fracture, third finger	38	2	17		19
67	Ordinary seaman	26	40.00	Dislocation, first finger left hand	22	16			6
68	do	21	40.00	Laceration, infection, thigh	24	10		2	12
69	Oiler	25	65.00	Laceration, right cheek	8				8
70	Third engineer	35	125.00	Burn, face, neck, left arm, hands, right knee.	60	2	23		35
71	Oiler	52	65.00	Bruise and laceration, forearm	14	4		10	
72	Radio operator	25	90.00	Dismemberment, second finger <sup>13</sup> left hand; laceration, infection, third finger left hand.	43	1		26	16
73	Ordinary seaman	22	40.00	Fracture, ribs	46	18	5		23
74	Oiler	26	65.00	Dismemberment, left thumb <sup>14</sup>	26	3		4	19
75	Chief cook	(1)	90.00	Fracture, right leg	80		79		1
76	Third engineer	27	125.00	Fracture, ankle	50	1	16		33
77	Able seaman	(1)	62.50	Laceration, infection, right arm	19		15	3	1
78	Fourth mate	26	110.00	Hernia, groin.	76	7	30		39
79	Chief steward	38	120.00	Foreign body, embedded in left knee.	22		22		
80	Fireman	(1)	57.50	Bruise, part not reported.					
81	Boatswain	42	65.00	Laceration, fourth finger right hand.	7			7	
82	Third mate, jr.	35	110.00	Bruise, back and left leg	7	1		6	
83	Boatswain	39	65.00	Sprain and strain, left leg	17	2		15	
84	Ordinary seaman	21	40.00	Bruise, stomach; fracture, rib	59		15	44	
85	Motorman	43	65.00	Eyes, irritated by gas	22			18	4
86	Quartermaster	48	60.00	Strain, legs and stomach	149			149	
87	Ordinary seaman	36	40.00	Sprain and strain, back and spine	40	1	12		27
88	Quartermaster	28	60.00	Abrasion and bruise, left foot	75	4	71		
89	Fireman	25	57.50	Burn, left arm and shoulder	46	18	3	1	24
90	Able seaman	40	55.00	Bruise, left foot	26	1		6	19
91	Fireman	24	57.50	Laceration, second and third fingers left hand; swelling, left testicle.	66	19	24		23
92	Third engineer	29	125.00	Bruise, laceration, lower right jaw, two teeth broken.	7	2		5	
93	Able seaman	29	55.00	Sprain, ankle	21	1		6	14
94	Boatswain	27	65.00	Fracture, wrist	61			60	1
95	Oiler	36	65.00	Strain, right ankle	60	7		48	5
96	Wiper	26	50.00	Abrasion, left temple					
97	Able seaman	26	55.00	Fracture and sprain, ankle	62			31	31
98	Radio operator	31	105.00	Bruise, knee	64	41		4	19
99	Able seaman	29	55.00	Fracture, back	748		263		485
100	Wiper	24	50.00	Laceration, fracture, first finger left hand.	64	9		34	21
101	Messman	25	45.00	Fracture, left leg and hip	178	3	157		18
102	Oiler	24	65.00	Fracture, left hand, and dismemberment. <sup>14</sup>	92	14	38		40
103	do	40	65.00	Foreign matter in eye	2	1	(9)	1	(9)
104	Coal passer	46	50.00	Bruise, face; laceration, head; dislocation, right shoulder and arm.	50	13	37		
105	Water tender	29	65.00	Foreign matter in right eye					
106	Chief mate	43	162.50	Burned, death resulting					
107	do	50	180.00	Bruise, finger	14	5		9	
108	Boatswain	30	75.00	Strain, groin	70	14	33		23
109	do	29	75.00	Bruise, right foot	23	12	10		1
110	Ordinary seaman	20	47.50	Bruise, left leg	32	7	22		3
111	Second mate	31	165.00	Laceration and fracture, right leg	132	26	57	49	
112	Boatswain	31	75.00	Bruise, foot	4	1	3		
113	Wiper	27	57.50	Bruise and laceration, right ankle	45	22	7		16
114	Oiler	25	72.50	Laceration, right hand	40	1	7	32	
115	Ordinary seaman	19	47.50	Fracture, arm, head, and jaw	90		64		26
116	Third engineer	52	150.00	Laceration, fourth finger left hand.	(17)	(17)			

<sup>1</sup> Not reported.<sup>2</sup> At \$3.50 per day.<sup>3</sup> Partial disability for life.<sup>4</sup> Amputation resulting.<sup>7</sup> Nuisance value.<sup>9</sup> Alleged further disability could not be verified.<sup>10</sup> At \$2.50 per day.

merchant marine, by individual cases—Continued

Days entitled to—		Amount entitled to as—		Days from injury to settlement	Amount actually paid as—				Possible recovery under compensation act		Days for which compensation was computed	
Wages	Maintenance	Wages	Maintenance		Wages	Maintenance	Other settlement	Total compensation	Amount	Compared with actual recovery		
<b>PERSONAL AGREEMENT—Continued</b>												
24	117	\$44.00	\$234.00	154	\$44.00	-----	\$400.00	\$444.00	\$533.03	+\$89.03	116	
1	24	2.17	48.00	25	2.17	\$48.00	22.00	72.17	108.18	+36.01	24	
1	10	2.17	20.00	46	2.17	20.00	78.00	100.17	130.94	+30.77	45	
9	5	10.50	10.00	13	10.50	10.00	55.00	75.50	29.29	-46.21	5	
32	19	53.33	38.00	758	5.00	-----	7 175.00	7 175.00	65.00	-175.00	6	
16	6	21.33	12.00	79	21.33	-----	6.00	27.33	44.54	+17.21	6	
11	14	14.67	28.00	140	14.67	-----	50.00	64.67	66.96	+2.29	13	
8	8	33.33	16.00	6	33.33	16.00	9.00	25.00	35.34	+10.34	8	
8	35	33.33	\$122.50	31	33.33	\$122.50	167.50	323.33	341.64	+18.21	52	
14	10	30.33	20.00	14	30.33	20.00	5.00	55.33	50.33	-5.00	-----	
2	42	6.00	84.00	39	6.00	-----	-----	6.00	401.55	+395.55	12 105	
18	23	24.00	46.00	26	24.00	46.00	79.00	149.00	122.32	-26.68	28	
3	23	6.50	46.00	6	6.50	-----	575.00	581.50	1,321.50	+740.00	5 525	
70	1	210.00	2.00	78	210.00	-----	-----	210.00	241.67	+31.67	10	
44	33	183.33	\$115.50	21	183.33	105.83	-----	289.16	320.26	+31.10	6	
19	4	39.58	8.00	19	2.08	-----	30.00	32.08	47.58	+15.50	-----	
60	39	220.00	\$136.50	46	29.33	37.33	-----	190.67	257.33	+153.68	16	
22	-----	88.00	-----	59	88.00	-----	-----	100.00	188.00	-100.00	-----	
7	7	15.17	14.00	1	15.17	14.00	-----	7 57.50	7 57.50	-57.50	-----	
7	6	25.67	\$21.00	7	25.67	\$21.00	7.00	29.17	29.17	-----	-----	
2	15	4.33	\$37.50	7	4.33	\$37.50	-----	53.67	46.67	-7.00	-----	
1	44	1.33	88.00	120	1.33	-----	90.00	41.83	78.09	+36.26	15	
22	-----	44.00	-----	96	-----	34.00	-----	91.33	197.71	+106.38	58	
40	149	80.00	298.00	111	80.00	229.00	-----	34.00	97.18	+63.18	22	
34	27	45.33	54.00	21	45.33	6.00	-----	309.00	629.48	+320.48	109	
75	-----	150.00	-----	77	10.00	-----	138.00	51.33	110.54	+59.21	6	
46	25	88.17	50.00	42	88.17	21.33	-----	148.00	150.00	+2.00	-----	
1	25	1.83	50.00	10	1.83	35.00	-----	109.50	138.17	+28.67	-----	
20	23	38.33	46.00	45	38.33	46.00	-----	36.83	106.79	+69.96	25	
7	5	29.17	\$17.50	49	12.50	-----	92.00	176.33	187.96	+11.63	46	
21	20	38.50	40.00	8	38.50	39.33	-----	50.00	13 62.50	39.17	-23.33	-----
1	61	2.17	122.00	65	2.17	-----	260.00	77.83	78.50	+1.67	-----	
50	53	108.33	104.00	19	108.33	72.84	-----	262.17	269.20	+7.03	60	
28	62	51.33	124.00	30	51.33	25.50	-----	181.17	238.50	+57.33	10	
64	23	\$24.00	46.00	51	\$24.00	46.00	-----	7 125.00	7 125.00	-125.00	-----	
13	485	23.83	970.00	770	1.83	-----	2,800.00	76.83	250.08	+173.25	34	
64	55	106.67	110.00	36	106.67	110.00	-----	282.00	270.00	-12.00	-----	
30	18	45.00	36.00	203	3.00	-----	200.00	2,801.83	6,721.91	+3,920.08	735	
49	40	106.17	80.00	68	106.17	80.00	-----	322.67	216.67	-106.00	-----	
2	1	4.33	2.00	3	4.33	2.00	-----	106.00	106.00	-----	-----	
13	-----	21.67	-----	48	21.67	-----	700.00	203.00	373.83	+170.83	148	
-----	-----	-----	-----	15	-----	-----	-----	1,335.50	1,370.57	+35.00	14 490	
-----	-----	-----	-----	90	-----	-----	-----	700.00	721.67	+21.67	37	
5	9	30.00	\$31.50	7	30.00	\$31.50	-----	7 40.00	7 40.00	-40.00	-----	
14	23	35.00	46.00	62	35.00	46.00	-----	7 40.00	7 40.00	-40.00	-----	
23	1	57.50	2.00	23	57.50	2.00	-----	10,000.00	7,500.00	-2,500.00	(15) 9	
32	3	50.67	6.00	94	12.67	-----	39.58	58.50	93.64	-26.36	-----	
111	49	610.50	\$171.50	105	590.79	\$171.50	-----	104.00	185.00	+320.48	56	
4	-----	10.00	-----	13	10.00	-----	-----	37.50	97.00	+37.50	-----	
45	16	86.25	\$24.00	84	44.08	-----	66.17	52.25	56.67	+4.42	-----	
40	32	96.67	64.00	71	4.83	56.00	-----	762.29	857.00	+87.71	21	
10	26	15.83	52.00	234	1.58	-----	750.00	10.00	10.00	-----	-----	
-----	-----	-----	-----	531	-----	-----	-----	110.25	110.25	-----	-----	
-----	-----	-----	-----	-----	-----	-----	-----	152.61	160.67	+8.06	-----	
-----	-----	-----	-----	-----	-----	-----	-----	750.00	751.58	+1.58	80	
-----	-----	-----	-----	-----	-----	-----	-----	7 150.00	7 150.00	-150.00	-----	

<sup>12</sup> Amputation of distal phalange.  
<sup>13</sup> Not including \$50 for dentist's bill which was retained by seaman.  
<sup>14</sup> Amputation of first finger and half of metacarpal bone.  
<sup>15</sup> Dependent wife 43 years of age; children 7 and 5 years of age.  
<sup>16</sup> At \$1.50 per day.  
<sup>17</sup> Continued duties; was treated on ship 20 days to end of voyage; no further disability.

## Accidents to seamen of the United States

No. of case	Occupation	Age	Wage rate per month	Nature of injury and part of body affected	Days of total disability	Days of treatment received			Days of convalescence
						On ship	In-patient	Out-patient	
<b>PERSONAL AGREEMENT—Continued</b>									
117	Able seaman	25	\$62.50	Strain, groin	72	39	33		
118	Second engineer	38	165.00	Burn, face and arms	19		19		
119	Second mate	45	165.00	Hernia, left groin	71	22	22		27
120	Boatswain	38	75.00	Bruise, first and second fingers right hand	22			22	
121	Mess boy	24	42.00	Bruise, head	17		3	14	
122	Second mate	28	165.00	Hernia, groin	104	64	26		14
123	Fireman	30	65.00	Bruise and laceration, left foot	<sup>18</sup> 35		35	( <sup>18</sup> )	( <sup>18</sup> )
124	Mess boy	26	42.00	Strain, back	86	6	45	26	9
125	Wiper	23	57.00	Strain, groin	31	6	25		
126	Fireman	43	65.00	Fracture, rib	17			6	11
127	Mess boy	28	40.00	Laceration, left thumb	12			12	
128	Boatswain	45	75.00	Strain, groin	61	43	18		
129	Able seaman	37	62.50	Fracture, nose, upper jaw, and skull <sup>11</sup>	<sup>2</sup> 22	2	166		94
130	First engineer	31	185.00	Fracture, left ankle	71	29	21		
131	Able seaman	27	55.00	Mashed third finger, right hand	36	1		35	
132	Second cook	(1)	70.00	Laceration, mouth; broken teeth	6			6	
133	Messman	(1)	45.00	Laceration, right leg	64	15		24	25
134	Third engineer	52	150.00	Burn, left side	11	1		10	
135	Second cook	29	70.00	Bruise, head and chest	15	2		3	10
136	Able seaman	32	55.00	Frozen hands	29	1	7		21
137	Boatswain	38	65.00	Crushed third finger; <sup>12</sup> infection	( <sup>9</sup> )	11	( <sup>18</sup> )	( <sup>18</sup> )	( <sup>18</sup> )
138	Able seaman	42	55.00	Bruise, second finger left hand					
139	Wiper	21	50.00	Laceration, knee	34	7	4		23
140	Fireman	(1)	57.50	Bruise, second finger right hand	21	5		5	11
141	Able seaman	32	55.00	Sprain, left knee; laceration and strain, leg	46	2	3		41
142	Oiler	25	65.00	Laceration, right forearm	27	15		2	10
143	Fireman	35	57.50	Sprain, right ankle	73	11		27	35
144	Water tender	31	65.00	Burn, face and body	53	6	7		40
145	Fireman	32	57.50	Bruise, right hand	10			10	
146	Able seaman	32	55.00	Bruise, right side and knee	20	1			19
147	Wiper	(1)	50.00	Bruise, left hand	8	7			1
148	Oiler	45	65.00	Rupture, right lower abdomen	31	5		1	25
149	First engineer	31	150.00	Fracture, right thumb	103	4	7	39	58
150	Fireman	45	57.50	Swelling, infection, first finger <sup>6</sup> right hand	<sup>5</sup> 81	4	72	5	
151	Machinist	(1)	80.00	Strain, groin	68	12	56		
152	Fireman	43	65.00	Bruise, left hip and back; laceration, left elbow	66	1		5	60
153	Machinist	33	80.00	Strain, side	68	13	55		
154	Second engineer	36	165.00	Foreign body in right eye	63	15		48	
155	Deck boy	18	25.00	Fracture, right elbow	62	2	60		
156	Fireman	28	65.00	Bruise, thighs	20	11	9		
157	Able seaman	25	62.50	Abrasion and bruise, head; laceration, right ear. <sup>10</sup>	<sup>5</sup> 29	1	28		
158	Fireman	29	67.50	Hernia, left inguinal	61		33		28
159	do	49	57.50	Dislocation, shoulder	56	3		12	41
160	do	29	67.50	Strain, left knee	65	1		55	9
161	Chief cook	43	110.00	Strain, groin	51	25	18		8
162	Able seaman	(1)	62.50	Sprain, right hand	22		7	15	
163	Fireman	(1)	65.00	Laceration, left arm	10			10	
164	Third engineer	26	150.00	Laceration, wrist	52			35	17
165	do	39	150.00	Sprain, back	153	6	139	8	
166	Able seaman	24	62.50	Bruise, left ankle	21			21	
167	Oiler	29	72.50	Fracture, knee cap; hernia	163	17	56		90
168	do	49	72.50	Bruise, first finger left hand	9			9	
169	Coal passer	32	60.00	Blisters, infection, right hand	10			10	
170	Chief mate	58	150.00	Fracture and laceration, first finger <sup>6</sup> left hand	<sup>5</sup> 90		61		29
171	Able seaman	25	62.50	Laceration, right hand	27		25		2
172	Coal passer	21	60.00	Strain, back and intestines	56		47		9
173	Able seaman	39	55.00	Bruise, left leg	23	1		8	14
174	First engineer	45	183.33	Bruise, arms, legs, face, and body	11	6			5
175	Able seaman	28	62.50	Bruise, right leg	3	3			
176	Fireman	28	65.00	Bruise, arm, side; fracture, left hip	29	15	14		
177	First pump man	47	91.00	Fracture, right leg; laceration, head and left eye	90	1	89		
178	Chief mate	40	182.00	Bruise, head; fracture, ribs	35	14		21	

<sup>1</sup> Not reported.<sup>2</sup> At \$3.50 per day.<sup>3</sup> Partial disability for life.<sup>6</sup> Amputation resulting.<sup>7</sup> Nuisance value.

merchant marine, by individual cases—Continued

Days en- titled to—		Amount en- titled to as—		Days from in- jury to settle- ment	Amount actually paid as—				Possible recovery un- der compensation act		Days for which compen- sation was com- puted
Wages	Mainte- nance	Wages	Mainte- nance		Wages	Mainte- nance	Other settle- ment	Total compen- sation	Amount	Compared with actual recovery	
<b>PERSONAL AGREEMENT—Continued</b>											
72		\$149.99		104	\$20.83		\$129.16	\$149.99	\$149.99		
19		104.50		16	104.50		16.00	120.50	104.50	-\$16.00	
34	27	187.00	<sup>11</sup> \$81.00	47	187.00	\$62.50		249.50	400.14	+150.64	
1	22	2.50	44.00	40	2.50	44.00		46.50	101.88	+55.38	
17	14	23.80	28.00	61	1.40	28.00	22.40	51.80	51.80		
64	14	352.00	<sup>2</sup> 49.00	66	352.00	<sup>2</sup> 49.00	1.00	402.00	543.86	+141.86	
1		2.17		41	2.17		350.00	352.17	84.35	-267.82	
6	35	8.40	70.00	27	8.40	70.00	42.00	120.40	231.43	+111.03	
31		58.90		41	11.40		100.00	111.40	58.90	-52.50	
17	17	36.83	34.00	8	36.83	17.87		54.70	70.83	+16.13	
1	12	1.33	24.00	12	1.33	24.00	11.00	36.33	45.88	+9.55	
61		162.50		102	110.00		65.82	175.82	152.50	-23.32	
3	94	6.25	188.00	187	6.25	188.00	2,987.75	3,182.00	806.23	-2,375.77	
32	21	197.33	<sup>2</sup> 73.50	61	197.33	<sup>2</sup> 73.50	10.67	281.50	410.12	+128.62	
1	35	1.83	70.00	106	1.83		140.00	141.83	148.78	+6.95	
1	6	2.33	12.00	5	2.33	12.00	38.00	52.33	26.97	-25.36	
15	49	22.50	98.00	25	22.50	98.00	2.00	122.50	217.45	+94.95	
1	10	5.00	<sup>2</sup> 35.00	8	5.00	<sup>2</sup> 35.00	10.00	50.00	75.71	+25.71	
3	13	7.00	26.00	8	7.00	26.00	39.00	72.00	63.33	-8.67	
2	21	3.67	42.00	6	3.67	42.00	58.00	103.67	105.03	+1.36	
11		23.83		29	23.83		150.00	173.83	235.33	+61.50	
				73			750.00	750.00		-50.00	
8	23	13.33	46.00	35	13.33		35.00	48.33	113.60	+65.27	
5	16	9.58	32.00	5	9.58		32.00	43.00	84.58	-6.95	
2	41	3.67	82.00	6	3.67		82.00	33.00	118.67	+63.74	
15	12	32.50	24.00	59	32.50		100.00	132.50	85.51	-46.99	
33	62	63.25	124.00	73	63.25	47.83		111.08	277.36	+166.28	
30	40	65.00	80.00	55	13.00		75.00	88.00	200.59	+112.59	
4	10	7.67	20.00	9	7.67	20.00	29.25	56.92	41.19	-15.73	
10	19	18.33	38.00	14	18.33	38.00	45.50	101.83	78.32	-23.51	
8	1	13.33	2.00	8	11.67	2.00	12.00	25.67	15.33	-10.34	
31	26	67.17	52.00	53	10.83		56.33	67.16	119.17	+52.01	
4	97	20.00	<sup>2</sup> 339.50	20	20.00	150.50		170.50	730.93	+560.43	
32	5	61.33	10.00	84	7.67		500.00	507.67	796.75	+289.08	
14		37.33		172	37.33		200.00	237.33	185.68	-51.65	
1	65	2.17	130.00	18	2.17	75.00		77.17	289.28	+212.11	
14		37.33		194	37.33		200.00	237.33	185.68	-51.65	
15	48	82.50	<sup>1</sup> 168.00	66	82.50		250.00	332.50	421.93	+89.43	
11		9.17		48	9.17		21.59	30.76	87.64	+56.88	
20		43.33		20			20.00	20.00	43.33	+23.33	
29		60.42		48	2.08		500.00	502.08	60.42	-441.66	
48	28		56.00	61		56.00	44.00	100.00	206.84	+106.84	
64	53	92.00	106.00	50	92.00	46.20		138.20	218.02	+126.02	
25	8	15.50	128.00	21	13.50	54.75		68.25	267.40	+219.15	
	15	91.67	16.00	54			98.50	98.50	198.26	+97.76	
10	10	21.67	30.00	66			30.00	30.00	81.98	+51.98	
1	52	5.00	<sup>2</sup> 182.00	17			40.00	40.00	41.67	+1.67	
18	8	90.00	<sup>2</sup> 28.00	63	90.00	<sup>2</sup> 28.00	283.12	401.12	600.14	+199.02	
1	21	2.08	42.00	30	2.08		45.00	47.08	91.34	+44.26	
24	90	58.00	180.00	261	55.20		400.00	455.20	597.02	+141.82	
	9		18.00	55			50.00	50.00	41.25	-8.75	
1	10	2.00	20.00	11	2.00	17.00		19.00	42.76	+23.76	
	29		<sup>1</sup> 101.50	88			900.00	900.00	1,251.50	+351.50	
1	2	2.08	4.00	24	2.08	4.00	96.00	102.08	67.51	-34.57	
5	9	10.00	18.00	60	2.00		150.00	152.00	145.66	-6.34	
1	22	1.83	44.00	35	1.83		30.00	31.83	94.20	+62.37	
6	5	36.68	<sup>2</sup> 17.50	9	36.68	<sup>2</sup> 17.50	82.50	136.68	72.04	-64.64	
3		6.25		11	6.25		725.00	31.25	6.25	-25.00	
29		62.83		28	32.50		90.00	122.50	62.83	-59.67	
15		45.50		87	45.50		1,060.57	1,106.07	269.64	-836.43	
15	21	91.00	<sup>2</sup> 73.50	19	91.00	<sup>2</sup> 73.50	11.50	176.00	235.93	+59.93	

<sup>11</sup> At \$3 per day.

<sup>12</sup> Amputation of distal phalange.

<sup>13</sup> No record of further disability.

<sup>14</sup> Resulted in disfigurement; extent not reported.

## Accidents to seamen of the United States

No. of case	Occupation	Age	Wage rate per month	Nature of injury and part of body affected	Days of total disability	Days of treatment received			Days of convalescence
						On ship	In-patient	Out-patient	
<b>PERSONAL AGREEMENT—Continued</b>									
179	Chief cook	30	\$100.00	Strain, right groin	80				2
180	First engineer	49	275.00	Burn and scald, left cheek and eye	20		4	3	13
181	Fireman	24	65.00	Fracture, little toe right foot	32		10	1	21
182	Able seaman	38	62.50	Laceration, left leg	18			18	
183	do	41	64.35	Laceration and abrasion, left hand	31		6	4	21
184	Second cook	26	75.00	Burn, left hand	21	2			19
185	Steward	46	96.00	Strain, back	73	17		2	54
186	Ordinary seaman	23	47.50	Strain, left side	2			2	
187	Fireman	25	65.00	Laceration, finger	127	16		1	110
188	do	26	65.00	Abrasion, infection of foot	7		7		
189	Able seaman	43	62.50	Gassed, death resulting					
190	Ordinary seaman	19	47.50	Bruise, left knee	17	5	12		
191	Fireman	30	62.50	Burn, face, neck, back, hands, arms	60		27		33
192	Boatswain	29	75.00	Drowned					
193	Able seaman	42	62.50	Fracture, ribs	45	23	22		
194	Fireman	38	65.00	Scald, right foot	30		30		
195	Able seaman	21	67.50	Abrasion, bruise, infection, left forearm	24	6	18		
196	Chief cook	29	100.00	Bruise, strain, right knee	119	53	35		31
197	Able seaman	28	62.50	Laceration, back and head	49	15	34		
198	Boatswain	44	75.00	Bruise, right leg	12	1		11	
199	Fireman	27	65.00	Bruise, left leg and ankle	43	36	7		
200	Able seaman	24	62.50	Fracture, left arm	45		3	20	22
201	Oiler	59	72.50	Fracture, wrist; hernia	71	1	53		17
202	do	38	72.50	Laceration, head	21	2	8	5	6
203	Able seaman	36	62.50	Fracture, right wrist	74			61	13
204	Second engineer	27	165.00	Abrasion, elbow; burn, back	28		5	23	
205	do	39	160.00	Bruise, infection, third finger left hand	38		10	28	
206	Oiler	(1)	72.50	Laceration, second finger <sup>12</sup> right hand	<sup>6</sup> 47		47		
207	Able seaman	20	62.50	Fracture, nose	26			26	
208	Chief steward	(3)	110.00	Laceration, infection, finger	19			19	
209	Fireman	27	65.00	Laceration, left eye	28	6	20		2
210	Able seaman	29	62.50	Puncture, infection, foot	4	1		3	
211	do	36	62.50	Fracture, right wrist	54			56	
212	Mess boy	38	42.00	Fracture, shoulder	80		59		21
213	Boatswain	33	75.00	Strain, left groin	40	4	36		
214	Oiler	39	72.50	Sprain, right ankle	66	36		30	
215	Fireman	27	67.50	Sprain, back	272	1	151		120
216	Oiler	33	72.50	Bruise, left knee	42	12	30		
217	Fireman	31	67.50	Burn, left arm and face	14	3	9		2
218	Able seaman	24	62.50	Dislocation, ankle	87	21		40	26
219	Oiler	34	72.50	Fracture, right ankle	128	2	71		55
220	Second cook	40	80.00	Fracture, fingers left hand	70	4	34	19	13
221	do	41	80.00	Scald, left foot	89	24	21	42	2
222	Second engineer	38	165.00	Laceration, infection, left knee	40	11	22	1	6
223	Coal passer	34	60.00	Abrasion, back and hips	5	4	1		
224	Third mate	36	150.00	Sprain and fracture, right ankle	23		23		
225	Able seaman	40	62.50	Sprain and strain, left knee	23	4		19	
226	Fireman	18	65.00	Sprain and bruise, ankle	142	10	41		91
227	Wiper	30	57.50	Sprain, left knee and ankle	30	12		16	2
228	Mess boy	24	42.00	Fracture, infection, left hand	60	23	19		18
229	Ordinary seaman	(1)	47.50	Strain, groin	92	28	21		43
230	Oiler	33	72.50	Abrasion, left eye; <sup>13</sup> bruise, face	<sup>3</sup> 30	10	20		
231	Able seaman	32	62.50	Abrasion, bruise, laceration, infection, first finger left hand	17	6		11	
232	Deck boy	24	25.00	Foreign body in right eye, infection	130	36		76	18
233	Second cook	32	80.00	Burn, left eye, hands, arms	27	20		7	
234	Able seaman	21	62.50	Bruise, left hand	10			10	
235	Fireman	26	65.00	Bruise, left hand	20			9	11
236	Wiper	34	57.50	Bruise of right ankle resulting in ulcer	42	33		2	7
237	Second engineer	25	165.00	Laceration, right eye	42	1		41	
238	Able seaman	33	62.50	Bruise, infection, leg	30		30		
239	do	26	62.50	Puncture, left foot	21	13	8		
240	Mariner	33	55.00	Bruise, right leg	29	10	13	1	5
241	Able seaman	26	62.50	Strain, back	10			10	

<sup>1</sup> Not reported.<sup>2</sup> At \$3.50 per day.<sup>3</sup> Partial disability for life.<sup>4</sup> Nuisance value.<sup>10</sup> At \$2.50 per day.<sup>11</sup> At \$3 per day.<sup>12</sup> Amputation of distal phalange.<sup>13</sup> Dependent child 13 years of age.

merchant marine, by individual cases—Continued

Days entitled to—		Amount entitled to as—		Days from injury to settlement	Amount actually paid as—				Possible recovery under compensation act		Days for which compensation was computed
Wages	Maintenance	Wages	Maintenance		Wages	Maintenance	Other settlement	Total compensation	Amount	Compared with actual recovery	
<b>PERSONAL AGREEMENT—Continued</b>											
20	2	\$183.33	\$4.00	53	\$183.33	\$4.00	\$46.00	\$50.00	\$258.97	+\$208.97	80
1	16	2 56.00	2 56.00	16	2 56.00	2 56.00	75.84	315.17	239.33	-75.84	31
	22	2 44.00	2 44.00	27	2 44.00	2 44.00	31.00	77.17	121.10	+43.93	18
	18	36.00	36.00	6	35.00	35.00	50.00	35.00	78.53	+43.53	13
1	25	2 15 50.00	2 15 50.00	9	2 15 50.00	2 15 50.00	45.00	97.15	124.24	+27.09	09
2	19	5 00 38.00	5 00 38.00	26	5 00 38.00	5 00 38.00	25.00	30.00	93.11	+63.11	2
73	56	233.60	196.00	79	57.60	57.60	272.00	329.60	429.60	+100.00	87
	2	4.00	4.00	38	44 86.67	44 86.67	7 25.00	25.00	8.07	-16.93	59
40	111	86.67	222.00	44	86.67	100.16	186.83	186.83	518.96	+332.13	2
7		15.17		59	2 17		2 17	2 17	15.17	+13.00	87
				534			2 350.00	2 350.00	20 861.08	-1,488.92	(20)
17		26.92		23	9 50		17 42	26 92	26 92		59
1	33	2 08	66.00	4	2 08		113 42	115 50	207 49	+91 99	(21)
				743			908 78	908 78	212 117 70	+1,208 92	
45		93.75		57	35.42		56.25	91.67	93.75	+2.08	
30		65.00		47			65.00	65.00	65.00		
24		54.00		76	15.75		87.33	103.08	54.00	-49.08	
76	31	253.33	62.00	100	253.33			253.33	452.38	+199.05	43
49		102.08		81	2 08		100.00	102.08	102.08		11
1	11	2 50	22.00	123	2 50		22.00	24.50	53.51	+29.01	
43		93.17		98	41.17		54.16	95.33	93.17	-2.16	
45	42	93.75	84.00	54	2 08		84.00	86.08	177.75	+91.07	
47	17	113.58	34.00	57	113.58	20 59		134.17	209.57	+75.40	24
21	11	50.75	22.00	249		22.00		89.16	111.16	+38.41	
14	74	29.17	148.00	32			60.00	60.00	318.94	+258.94	60
28	23	154.00	11 69.00	44			229.00	229.00	229.00	-6.00	
	28		2 98.00	128			88.00	88.00	233.71	+145.71	38
47		113.58		59	2 42		150.40	152.82	384.78	+231 96	12 105
26	26	54.17	52.00	26	54.17	41 83		96.00	106.17	+10.17	
19			2 66.50	21			40.00	40.00	131.24	+91.24	19
6	4	13.00	2 4 45 71	13	13.00	2 4 45	150.00	167.45	70.62	-96.83	22
4	3	8 33	6 00	9	2 08		22 56	24 64	14 33	-10 31	
30	56	62.50	112.00	68			175.00	175.00	235.93	+60.93	26
27	21		42.00	81			100.00	100.00	195.03	+95.03	80
		67.50		85	12.50		55.00	67.50	101.78	+34.28	13
38	30	91.83	60.00	82	87.00		98.72	185.72	224.15	+38.43	28
1	120	2 25	240.00	134	2 25	240.00		360.00	602.25	+310.14	271
22		53.17		41	29.83			29.83	104.83	+75.00	20
14	2	31.50	4 00	14	31.50	4 00		20.50	35.50	-20.50	
25	66	52.08	132.00	126	43.75		150.00	193.75	330.58	+136.83	62
2	56	4 83	110.00	128	4 83	110.00		90.00	440.27	+235.44	126
37	32	98.67	64.00	52	98.67	55.33		154.00	253.33	+99.33	33
24	44	64.00	88.00	72	64.00	88.00		2.00	330.56	+176.56	65
26	7	143.00	2 24.50	56	66.00		49.50	115.50	217.50	+102.00	14
4		8.00		5	8.00			8.00	10.31	+2.31	1
				44			73.50	73.50	82.14	+8.64	23
5	19	10.42	38.00	23	10.42	38.00		4.50	52.92	+38.03	18
32	91	69.33	182.00	142	69.33	182.00	103.00	354.33	517.22	+162.89	110
12	18	23.00	36.00	31	23.00	32.00		55.00	99.55	+44.55	18
35	18	49.00	36.00	48	49.00	30.40		79.40	132.82	+53.42	25
28	43	44.33	86.00	61	44.33	72.00		116.33	260.43	+144.10	64
29		70.08		196	2 42		200.00	202.42	2,962.88	+2,760.46	23 1, 120
7	11	14.58	22.00	9	14.58	22.00		13.00	49.58	+10.63	10
36	94	30.00	10235.00	76	30.00	10225.00		255.00	409.63	+154.63	94
21	7	56.00	14.00	23	56.00	14.00	11.00	81.00	86.48	+5.48	6
1	10	2 08	20.00	6	2 08	20.00		22 08	43 35	+21 27	9
	20		40.00	31		40.00		40.00	88.34	+48.34	20
32	9	61.33	18.00	35	61.33	18.00		79.33	101.86	+22.53	10
6	41	33.00	2 143.50	42	33.00	126.00		159.00	305.07	+146.07	36
27		56.25		60			56.25	56.25	63.34	+7.09	3
14		29.17		26	29.17		10.00	39.17	45.71	+6.54	7
24	6	44.00	12.00	30			42.50	42.50	66.99	+24.49	5
	10		20.00	163			20.00	20.00	43.63	+23.63	10

<sup>11</sup> Dependent mother 55 years of age; 50 per cent of compensation payable, nonresident alien beneficiary.

<sup>12</sup> Actual expenses.

<sup>13</sup> Ninety per cent loss of vision.

## Accidents to seamen of the United States

No. of case	Occupation	Age	Wage rate per month	Nature of injury and part of body affected	Days of total disability	Days of treatment received			Days of convalescence
						On ship	In-patient	Out-patient	
<b>PERSONAL AGREEMENT—Continued</b>									
242	Able seaman	25	\$65.00	Fracture, left ankle	100	2	38		60
243	Chief cook	(1)	100.00	Sprain, left ankle	66	19	9	25	13
244	Fireman	24	70.00	Strain, groin; bruise, left testicle (removed)	<sup>5</sup> 43	5	13		25
245	do	24	70.00	Injury to nerves of right arm	160	19	16		125
246	Able seaman	(1)	65.00	Sprain and strain, back and arms	23	4		11	8
247	Second engineer	35	160.00	Bruise, right foot	15			15	
248	Ordinary seaman	20	47.50	Strain, right groin	50		20		30
249	Fireman	32	67.50	Laceration and fracture, fourth finger left hand	<sup>5</sup> 71	41		28	2
250	do	(1)	65.00	Bruise, left testicle	37		7		30
251	Second mate	49	155.00	Hernia, groin	72		14		58
252	Second cook	30	70.00	Laceration, fourth finger left hand	20	3		17	
253	Oiler	22	70.00	Abscess, infection, first finger <sup>12</sup> right hand	<sup>5</sup> 99		29	42	28
254	Chief mate	39	165.00	Abrasion and bruise, right hand	11	1			9
255	Oiler	47	70.00	Bruise and laceration, right wrist; infection, first finger and thumb	159	1	58	28	72
256	Messman	26	50.00	Burn and scald, both feet	17	10		7	
257	Second engineer	51	155.00	Bruise, arm and shoulder; fracture of clavicle	51	7	18		26
258	Wiper	18	50.00	Bruise, left leg	30	5		13	12
259	Second mate	32	165.00	Foreign matter in right eye	42		5	14	23
260	Oiler	22	72.50	Strain, groin	37	3	20		14
261	Boatswain	30	75.00	Crushed, second finger left hand	107	19	24		64
262	Able seaman	23	55.00	Fracture, leg	136	14	83		39
263	do	43	62.50	Laceration, left hand; fracture, wrist	176		74		102
264	Fireman	23	65.00	Bruise, infection, right leg; swelling groin	110	8	91		11
265	Third mate	47	125.00	Laceration, elbow and hand	<sup>9</sup> 1	1	( <sup>9</sup> )	( <sup>9</sup> )	( <sup>9</sup> )
266	Ordinary seaman	32	30.00	Bruise and laceration, first finger left hand	29	20			9
267	Fourth mate	23	100.00	Fracture, pelvis, femur, and 2 lumbar vertebrae	223		96		127
268	First engineer	39	165.00	Gassed, death resulting					
269	Junior engineer	22	100.00	Burn, face and eyes	25	12	13		
270	Watchman	30	45.00	Dislocation left wrist; fracture, arm	76	5		8	63
271	Able seaman	35	55.00	Fracture, first finger right hand	62	31	9		22
272	do	34	55.00	Laceration, left shoulder	29		20		9
273	do	40	55.00	Strain, groin; internal injuries	242	1	52		189
274	Second engineer	27	155.00	Bruise, infection, finger	43	9	18	16	
275	Oiler	29	72.50	Strain, back	45	1		44	
276	Able seaman	28	62.50	Scald, back	12	12			
277	Chief mate	40	185.00	Fracture, foot	108	30	24	51	3
278	Ordinary seaman	25	47.50	Sprain, ankle	7	3		4	
279	Able seaman	27	62.50	Bruise, laceration, infection, first finger left hand	25	17		5	3
280	Messman	45	45.00	Puncture, infection, thumb <sup>12</sup> left hand	<sup>5</sup> 123	3	120		
281	Able seaman	34	62.50	Laceration, left foot	12	2		10	
282	Fireman	24	57.50	Bruise, infection, thumb right hand	26	16		10	
283	do	30	57.50	Strain, knee	37	17		8	12
284	Coal passer	30	50.00	Burn, infection, third and fourth fingers left hand	43	15		28	
285	Fireman	26	57.50	Burn, infection, first finger left hand	46	14		32	
286	Able seaman	42	62.50	Strain, shoulder	36	16		20	
287	Second engineer	37	140.00	Strain, hernia, groin	59	22	31		6
288	Able seaman	31	62.50	Sprain, back	20	6		13	1
289	do	21	62.50	Bruise, laceration, face; bruise, leg	26			26	
290	Oiler	26	72.50	Abrasion, bruise, infection, left ankle	48	16		10	22
291	Second steward	(1)	100.00	Bruise, legs	21	1		20	
292	Yeoman	36	62.50	Hernia, groin	51	10	20		21
293	Waiter	38	50.00	Bruise, left arm	93	28		65	
294	Fireman	54	65.00	Dislocation of lens, left eye	46	19		27	
295	Able seaman	28	62.50	Abrasion and fracture, great toe left foot	68	26		42	

<sup>1</sup> Not reported.<sup>2</sup> At \$3.50 per day.<sup>3</sup> Partial disability for life.<sup>7</sup> Nuisance value.<sup>5</sup> Alleged further disability could not be verified.<sup>10</sup> At \$2.50 per day.<sup>11</sup> At \$3 per day.<sup>12</sup> Amputation of distal phalange.

merchant marine, by individual cases—Continued

Days entitled to—		Amount entitled to as—		Days from injury to settlement	Amount actually paid as—				Possible recovery under compensation act		Days for which compensation was computed
Wages	Maintenance	Wages	Maintenance		Wages	Maintenance	Other settlement	Total compensation	Amount	Compared with actual recovery	
<b>PERSONAL AGREEMENT—Continued</b>											
3	60	\$6.50	\$120.00	37	\$6.50	\$120.00	\$10.00	\$136.50	\$360.96	+\$224.46	97
23	38	76.67	76.00	52	76.67	76.00	40.66	193.33	289.72	+96.39	43
6	25	14.00	50.00	44	14.00	50.00	-----	64.00	157.50	+93.50	37
17	125	39.67	250.00	77	39.67	20.00	-----	59.67	651.05	+591.38	143
5	19	10.83	38.00	27	10.83	-----	35.00	45.83	92.34	+46.51	18
	15	-----	\$ 52.50	348	-----	-----	52.50	52.50	106.07	+53.57	15
	30	-----	60.00	754	-----	-----	60.00	60.00	161.64	+101.64	50
44	30	99.00	60.00	47	99.00	60.00	-----	159.00	225.77	+66.77	27
7	30	15.17	60.00	661	15.17	-----	30.00	45.17	147.68	+102.51	70
	58	-----	\$174.00	226	-----	-----	189.75	189.75	431.14	+241.39	32
3	17	7.00	34.00	19	7.00	34.00	-----	41.00	83.96	+42.96	17
	70	-----	140.00	75	-----	-----	140.00	150.00	546.87	+396.87	117
3	10	16.50	\$ 30.00	21	5.50	-----	-----	30.00	75.07	+39.57	8
5	100	11.67	200.00	87	11.67	200.00	50.00	261.67	600.85	+339.18	154
11	7	18.33	\$ 10.50	17	18.33	\$ 10.50	-----	28.83	41.35	+12.52	6
8	26	41.33	\$ 78.00	37	41.33	\$ 78.00	6.00	125.33	272.90	+147.57	43
5	25	8.33	50.00	17	8.33	18.00	-----	26.33	110.51	+84.18	25
	37	-----	\$ 129.50	171	-----	-----	23.00	23.00	279.50	+256.50	42
37	14	89.42	28.00	36	89.42	10.25	-----	99.67	117.42	+17.75	-----
19	64	47.50	128.00	45	47.50	128.00	47.00	202.50	407.57	+185.07	88
28	39	51.33	78.00	97	51.33	78.00	172.50	321.83	366.78	+44.95	108
12	102	25.00	204.00	88	25.00	73.33	-----	98.33	616.51	+518.18	164
9	11	19.50	22.00	221	19.50	-----	28.00	47.50	285.63	+238.13	101
1	-----	4.17	-----	70	-----	-----	7 66.00	7 66.00	4.17	-61.83	-----
20	9	20.00	18.00	63	20.00	-----	30.00	50.00	52.84	+2.84	9
1	127	3.33	\$444.50	133	3.33	\$444.50	3,055.50	3,503.33	1,155.38	-2,347.95	222
	-----	-----	-----	75	-----	-----	15,000.00	15,000.00	7,500.00	-7,500.00	(24)
11	-----	36.67	-----	32	36.67	-----	300.00	336.67	81.29	-255.38	14
6	71	9.00	142.00	64	9.00	142.00	83.00	234.00	289.50	+55.50	70
32	22	58.67	44.00	40	58.67	44.00	156.00	258.67	168.63	-90.04	30
9	53	17.00	-----	28	53.07	-----	-----	53.07	71.17	+18.10	-----
1	189	1.83	378.00	245	1.83	-----	150.00	151.83	909.69	+757.86	241
10	16	51.67	\$ 56.00	42	51.67	\$ 56.00	3.50	111.17	225.53	+114.36	33
2	44	4.83	88.00	114	4.83	-----	95.00	99.83	203.89	+104.06	43
12	-----	25.00	-----	534	25.00	-----	15.00	40.00	25.00	-15.00	-----
30	54	185.00	\$216.00	112	185.00	-----	220.00	405.00	679.57	+274.57	78
3	4	4.75	8.00	84	4.75	8.00	7.00	19.75	20.88	+1.13	4
18	8	37.50	16.00	23	37.50	15.00	-----	52.50	70.04	+17.54	7
27	-----	40.50	-----	126	6.00	-----	156.50	162.50	559.88	+397.38	12 262½
3	10	6.25	\$ 18.00	12	6.25	\$ 18.00	-----	24.25	45.52	+21.27	9
16	10	30.67	20.00	22	30.67	20.00	-----	50.67	73.20	+22.53	10
17	20	32.58	\$ 30.00	30	32.58	20.00	-----	52.58	107.64	+55.06	20
16	28	26.67	\$ 50.00	45	26.67	\$ 50.00	-----	76.67	133.02	+56.35	27
15	32	28.75	\$ 80.00	24	28.75	37.50	-----	66.25	178.59	+112.34	31
17	20	35.42	\$ 36.00	26	35.42	25.00	-----	60.42	116.31	+55.89	19
59	6	275.33	\$ 21.00	131	107.33	-----	205.33	312.66	296.33	-16.33	-----
6	14	12.50	\$ 35.00	20	12.50	\$ 35.00	10 35.00	47.50	80.58	+33.08	14
1	26	2.08	52.00	10	2.08	52.00	73.00	127.08	113.15	-13.93	25
16	32	38.67	64.00	27	38.67	64.00	1.00	103.67	185.32	+81.65	32
1	20	3.33	\$ 50.00	12	3.33	\$ 50.00	-----	53.33	117.07	+63.74	20
10	21	20.83	\$ 45.00	39	20.83	\$ 45.00	-----	65.83	162.71	+96.88	41
29	65	48.33	130.00	88	48.33	130.00	-----	178.33	311.91	+133.58	64
19	27	41.17	54.00	23	41.17	54.00	-----	95.17	160.43	+65.26	27
15	42	31.25	84.00	51	31.25	47.00	-----	78.25	240.48	+162.23	53

<sup>16</sup> At \$1.50 per day.  
<sup>24</sup> Dependent wife, 35 years of age, children 11, 9, and 5 years of age.  
<sup>25</sup> At \$4.00 per day.  
<sup>26</sup> At \$12.50 per week.  
<sup>27</sup> At \$15 per week.

## Accidents to seamen of the United States

No. of case	Occupation	Age	Wage rate per month	Nature of injury and part of body affected	Days of total disability	Days of treatment received			Days of convalescence
						On ship	In-patient	Out-patient	
<b>PERSONAL AGREEMENT—Continued</b>									
296	Chief mate.....	39	\$190. 00	Sprain, back.....	197	11			186
297	Able seaman.....	25	62. 50	Sprain, left ankle.....	36	8	1	1	26
298	Carpenter.....	31	80. 00	Bruise, finger left hand.....	33	18		15	
299	Fireman.....	(1)	65. 00	Burn, eyes.....	31	21			10
300	Able seaman.....	19	62. 50	Sprain, wrist.....	45	10	16	7	12
301	Waiter.....	40	50. 00	Laceration, first finger.....	34	6		28	
302	Able seaman.....	24	62. 50	Sprain, ankle.....	<sup>18</sup> 41	4		37	(18)
303	Carpenter.....	(1)	80. 00	Bruise and fracture, great toe left foot.....	13			4	9
304	Oiler.....	(1)	72. 50	Burn, face and neck.....	72	17	16	39	
305	do.....	57	72. 50	Fracture, rib; dislocation, bruise, right hip.....	<sup>18</sup> 63	13	23	27	(18)
306	Chief engineer.....	51	250. 00	Scald, left shoulder, arm, and neck.....	58		14		44
307	Water tender.....	49	65. 00	Fracture, rib.....	29		29		
308	Able seaman.....	(?)	62. 50	Sprain, strain, back.....	92	2		15	75
309	do.....	40	75. 00	Fracture, ribs.....	57	3	12		42
310	Ordinary seaman.....	32	40. 00	Sprain, laceration.....	41	4	11	16	10
311	Fireman.....	37	55. 00	Burn, left eye.....	<sup>5</sup> 72	17	11	1	43
312	First engineer.....	42	140. 00	Laceration, hand.....	155	8	28	119	
313	Fireman.....	32	55. 00	Fracture, ninth rib left side.....	<sup>18</sup> 54		54	(18)	(19)
314	Able seaman.....	40	62. 50	Bruise, head; nervous shock.....	91	31			60
315	Fireman.....	(?)	65. 00	Sprain, laceration, infection, ankle.....	47		22		25
316	Able seaman.....	30	62. 50	Fracture, second toe right foot.....	27	1		26	
317	Fireman.....	47	65. 00	Hernia, groin.....	119	55	44		20
318	Wiper.....	26	57. 50	Bruise, left ankle.....	35	8		3	24
319	Fireman.....	41	67. 50	Strain, legs.....	55	25		30	24
320	Able seaman.....	36	62. 50	Fracture, rib.....	63	7		56	
321	Mess boy.....	38	42. 00	Cellulitis, finger.....	60		29		31
322	Able seaman.....	31	62. 50	Laceration, right hand.....	54		21	33	
323	Chief cook.....	28	100. 00	Hernia, abdomen.....	66	19	47		
324	Able seaman.....	25	62. 50	Crushed, third finger left hand.....	42				42
325	Chief mate.....	30	185. 00	Fracture, laceration, left foot, infection.....	177	15	74	88	
326	Fireman.....	38	65. 00	Hernia, left groin.....	63		56	5	2
327	Boatswain.....	32	75. 00	Bruise, chest.....	42	25	13	4	
328	Fireman.....	20	65. 00	Scald, face, left side of head, arm, body.....	104	22	54	12	16
329	Able seaman.....	29	55. 00	Sprain, left ankle.....	40	3		37	
330	do.....	28	62. 50	Bruise, head; laceration, right arm.....	<sup>5</sup> 512	8	94	410	
331	First engineer.....	32	180. 00	Dislocation, right shoulder.....	1	1	7		9
332	Wiper.....	23	57. 50	Abrasion, bruise, right foot.....	17				1
333	Pump man.....	39	102. 50	Bruise, left elbow.....	27	5		1	21
334	Oiler.....	23	72. 50	Bruise, laceration, infection, left hand.....	25	1		4	20
335	Fireman.....	22	65. 00	Burn, infection, right hand and arm.....	41			20	21
336	Chief engineer.....	26	275. 00	Fracture, third finger left hand.....	60			18	42
337	Chief cook.....	33	100. 00	Laceration, infection, finger.....	81	16	65		
338	Pump man.....	29	102. 50	Laceration, fracture, second finger left hand.....	76			6	70
339	Oiler.....	22	72. 50	Hernia, groin.....	59	19	36		4
340	First engineer.....	52	185. 00	Burn and scald, feet, left shoulder, right elbow, and hip.....	24	11		1	12
341	Third engineer.....	30	150. 00	Scald, back and arms.....	52	4	26	22	
342	Chief mate.....	56	185. 00	Sprain, left knee.....	47			47	
343	Machinist.....	39	80. 00	Burn and scald, back.....	18		12		6
344	Ordinary seaman.....	26	47. 50	Bruise, hand.....	31	1		5	25
345	Able seaman.....	22	62. 50	Sprain, back.....	24			24	
346	do.....	33	62. 50	Strain, back.....	119	22	97		
347	Fireman.....	30	65. 00	Fracture, collar bone, left side.....	25		18		7
348	do.....	36	65. 00	Scald, infection, left hand.....	40	10	30		
349	Able seaman.....	29	65. 00	Hernia, groin.....	68	16	28		24
350	Fireman.....	26	65. 00	Burn and scald, infection, right hand and wrist.....	94	30	14		50
351	Oiler.....	30	72. 50	Fracture, collar bone.....	56		56		
352	do.....	25	72. 50	Laceration, first finger right hand.....	39			39	
353	Able seaman.....	39	62. 50	Fracture, left hand.....	10	1		9	
354	Messman.....	22	45. 00	Bruise, infection, thumb and second finger left hand.....	70	6	22	3	39

<sup>1</sup> Not reported.<sup>2</sup> At \$3.50 per day.<sup>4</sup> Permanent loss of use.<sup>5</sup> Partial disability for life.<sup>7</sup> Nuisance value.<sup>18</sup> No record of further disability.

merchant marine, by individual cases—Continued

Days entitled to—		Amount entitled to as—		Days from injury to settlement	Amount actually paid as—				Possible recovery under compensation act		Days for which compensation was computed
Wages	Maintenance	Wages	Maintenance		Wages	Maintenance	Other settlement	Total compensation	Amount	Compared with actual recovery	
<b>PERSONAL AGREEMENT—Continued</b>											
10	186	\$63.33	\$651.00	197	\$63.33	\$651.00	\$81.00	\$795.33	\$1,680.05	+ \$884.72	187
8	27	16.67	54.00	35	16.67	40.00	-----	56.67	136.83	+80.16	28
18	15	48.00	30.00	24	48.00	30.00	-----	78.00	119.21	+41.21	15
21	10	45.50	20.00	29	45.50	20.00	-----	65.50	89.67	+24.17	10
11	19	22.92	38.00	14	22.92	38.00	-----	62.00	122.92	+18.34	34
6	28	10.00	46.00	35	10.00	-----	100.00	110.00	124.44	+14.44	28
4	37	8.33	74.00	22	8.33	20.00	-----	28.33	169.76	+141.43	37
-----	13	-----	26.00	88	-----	-----	12.00	12.00	61.71	+49.71	13
46	39	111.17	78.00	35	111.17	8.33	-----	119.50	256.32	+136.82	26
63	27	152.25	54.00	448	9.67	-----	49.00	58.67	206.25	+147.58	-----
42	44	350.00	\$176.00	129	8.33	-----	425.66	433.99	583.14	+149.15	16
29	-----	62.83	-----	81	2.17	-----	58.59	60.76	62.83	+2.07	-----
4	90	8.33	180.00	92	8.33	95.84	-----	104.17	396.26	+262.09	88
3	42	7.50	84.00	19	7.50	75.00	-----	82.50	233.91	+151.41	54
1	26	1.33	52.00	24	1.33	20.00	-----	21.33	128.07	+106.74	40
21	44	38.50	88.00	141	18.33	-----	1,000.00	1,018.33	2,588.90	+1,570.57	1,120
32	119	149.33	\$327.25	190	9.33	-----	327.25	336.58	915.87	+579.29	123
-----	-----	-----	-----	143	-----	-----	165.00	165.00	118.72	-46.28	54
31	60	64.58	120.00	56	64.58	120.00	-----	274.99	326.35	+51.36	60
47	25	101.83	50.00	34	52.17	-----	-----	52.17	151.83	+99.66	-----
27	26	56.25	52.00	27	56.25	52.00	-----	103.25	108.25	-----	-----
55	20	119.17	40.00	118	119.17	70.00	-----	189.17	313.87	+124.70	64
8	27	15.33	54.00	38	15.33	54.00	-----	69.33	130.16	+60.83	27
25	30	56.25	60.00	55	56.25	60.00	-----	116.25	190.44	+74.19	30
8	56	14.60	112.00	32	14.60	112.00	-----	88.00	214.60	+41.96	55
-----	31	-----	62.00	72	-----	60.00	50.00	110.00	176.77	+66.77	60
54	33	112.50	66.00	26	112.50	18.08	-----	130.58	178.50	+47.92	-----
36	-----	120.00	-----	66	119.67	-----	-----	119.67	215.61	+95.94	30
1	42	2.08	84.00	23	2.08	84.00	-----	86.08	182.96	+96.88	41
41	88	252.83	\$352.00	177	252.83	\$352.00	1,034.34	1,639.17	1,090.54	-548.63	136
-----	7	-----	14.00	249	-----	-----	14.00	14.00	166.28	+152.28	63
42	4	105.00	8.00	42	105.00	-----	-----	105.00	113.00	+8.00	-----
22	28	47.67	56.00	98	47.67	56.00	-----	94.00	301.88	+40.21	82
-----	3	5.50	74.00	1,151	5.50	-----	190.03	105.50	160.85	+55.35	37
-----	-----	-----	-----	26	-----	-----	90.06	90.00	-----	-90.00	-----
19	410	114.00	\$1,435.00	148	114.00	\$1,435.00	505.06	2,054.00	6,477.57	+4,423.57	\$1,380
1	9	1.92	18.00	8	1.92	18.00	-----	47.06	66.92	-10.95	16
6	22	20.50	44.00	12	20.50	44.00	-----	31.06	95.50	+37.07	21
2	24	4.83	48.00	4	4.83	48.00	-----	2.00	54.83	+57.41	23
20	41	43.33	82.00	19	43.33	33.84	-----	-----	77.17	+98.92	21
1	60	9.17	\$210.00	8	9.17	-----	\$210.00	90.00	309.17	+120.71	59
25	-----	83.33	-----	81	83.33	-----	-----	70.00	153.33	+108.48	56
1	76	3.42	152.00	3	3.42	152.00	-----	253.00	408.42	-9.89	75
19	4	45.92	8.00	68	45.92	-----	90.00	135.92	157.23	+21.31	40
11	13	67.83	\$45.50	19	67.83	\$45.50	-----	3.50	116.83	+42.93	13
18	22	90.00	\$77.00	52	90.00	\$77.00	178.00	345.00	288.43	-56.57	34
11	47	67.83	\$164.50	46	67.83	98.00	-----	-----	165.83	+195.07	36
10	6	26.67	12.00	64	2.67	-----	80.00	82.67	60.65	-22.02	8
19	30	30.08	60.00	13	30.08	33.50	-----	-----	63.58	+50.89	12
1	24	2.08	48.00	24	2.08	48.00	-----	1.00	51.08	+53.35	23
23	-----	47.92	-----	299	47.92	-----	150.00	197.92	274.75	+76.83	96
25	7	54.17	14.00	61	2.17	-----	52.00	54.17	68.17	+14.00	-----
40	-----	86.67	-----	44	21.67	-----	65.00	86.67	86.67	-----	-----
49	24	106.17	48.00	102	2.17	-----	\$0 175.17	\$0 177.34	200.10	+22.76	19
86	50	186.33	100.00	95	67.17	-----	119.25	186.42	306.67	+119.25	8
56	-----	135.33	-----	95	2.42	-----	72.50	74.92	135.33	+60.41	-----
1	39	2.42	78.00	75	2.42	-----	80.00	82.42	178.57	+96.15	38
10	9	20.83	18.00	18	4.17	-----	-----	129.17	38.83	-90.34	-----
6	42	9.00	84.00	8	9.00	75.00	-----	84.00	219.63	+135.63	64

<sup>25</sup> At \$4 per day.

<sup>26</sup> At \$2.75 per day.

<sup>27</sup> 50 per cent loss of use of right arm.

<sup>28</sup> Including duplicate of one month earned wages paid in error.

## Accidents to seamen of the United States

No. of case	Occupation	Age	Wage rate per month	Nature of injury and part of body affected	Days of total disability	Days of treatment received			Days of convalescence
						On ship	In-patient	Out-patient	
<b>PERSONAL AGREEMENT—Continued</b>									
355	Able seaman	45	\$62.50	Laceration, second finger <sup>4</sup> and third finger <sup>6</sup> left hand.	16		16		
356	do.	29	62.50	Strain, back.	43	1		40	2
357	Chief engineer	47	235.00	Sprain, back; fracture, rib, left side.	44				44
358	Engineer	49	155.00	Scald, frozen right arm and wrist	38	3		10	25
359	Messman	34	45.00	Laceration, hand, first finger <sup>4</sup>	53	2		29	22
360	Fireman	43	67.50	Hernia, left side.	59		30	1	28
361	Messman	52	42.50	Hernia, groin.	62	1	31		30
362	Fireman	30	65.00	do.	8	8	(15)	(15)	(15)
363	Second mate	33	135.00	Bruise, infection, fourth finger left hand.	44	15	26	1	2
364	Fireman	32	67.50	Burn, left hand.	20	5			15
365	Messman	23	45.00	Bruise, scald, face and shoulders.	17	5			12
366	Fireman	50	65.00	Laceration, forehead.	18			5	13
367	Able seaman	21	62.50	Laceration, fourth finger left hand	23	1		22	
368	Fireman	22	65.00	Sprain, right leg.	23	1		2	20
369	Able seaman	38	62.50	Laceration, left elbow.	14			2	12
370	Messman	27	42.00	Laceration, infection, left hand.	63	19	44		
371	Able seaman	38	62.50	Abrasion head; fracture, arm; sprain, hip.	124	9	110		5
372	Chief cook	(1)	100.00	Puncture, infection, second finger right hand.	7	1		6	
373	Second mate	49	130.00	Bruise, right leg.	36	5	31		
374	Fireman	24	67.50	Double rupture, groin.	141	2	77		62
375	Oiler	(1)	65.00	Bruise, laceration, third and fourth fingers left hand.	50	4		46	
376	Able seaman	38	85.00	Laceration, chin.	35	2	33		
377	Wiper	49	57.50	Strain, right groin.	79	10	42		27
378	Chief mate	35	180.00	Fracture, right ankle.	116	55	13	13	35
379	Able seaman	26	62.50	Sprain, left foot.	29		10	15	4
380	Chief mate	31	180.00	Fracture, right leg.	62	23	39		
381	Ordinary seaman	24	47.50	Abrasion, infection, left leg.	94	14		21	59
382	Head waiter	26	50.00	Fracture, left leg.	62		24		28
383	Surgeon	60	150.00	Fracture, rib.	106	19			87
384	Carpenter	44	70.00	Bruise, infection, right leg.	36		22	14	
385	Oiler	21	72.50	Burn, left arm.	16	1		15	
386	Dishwasher	39	30.00	Hernia, abdomen.	61				61
387	Steerage cook	30	75.00	Laceration, infection, fourth finger right hand.	13	6		7	
388	Fireman	29	65.00	Burn, scald, face, neck, left arm.	14	14			
389	Oiler	(1)	72.50	Bruise, right hand.	23	1		22	
390	First engineer	63	175.00	Fracture, two ribs right side.	54	1		53	
391	Bell boy	27	45.00	Dislocation, left knee.	75	9		17	49
392	Chief cook	44	138.00	Laceration, left hand.	10			4	6
393	Waiter	54	45.00	Sprain, back.	19	6			13
394	Water tender	30	65.00	Bruised fingers; laceration, right hand.	31	2	29		
395	Second baker	20	60.00	Fracture, wrist.	3	2	(9)	1	(9)
396	Master	(1)	300.00	Bruise, infection, leg.	17		5	2	10
397	Water tender	44	72.50	Bruise, left shoulder.	54	17	3		34
398	Boatswain	35	80.00	Bruise, laceration, fracture, right hand; dismemberment, thumb.	90		16	74	
399	do.	34	80.00	Foreign body in right eye.	38	25			13
400	Wiper	29	55.00	Burn, feet and ankles.	71	30	40	1	
401	Storekeeper	46	72.50	Sprain, right knee.	82			35	47
402	Ordinary seaman	20	47.50	Bruise knee; laceration, face and neck.	42	23			19
403	Oiler	22	72.50	Bruise, left leg.	22			7	15
404	Third engineer	28	150.00	Scald, infection, face, chest, and left arm.	157	41	19	97	
405	Oiler	21	72.50	Hernia, groin.	112	14	35		63
406	Chief engineer	34	275.00	Compound fracture, infection, left arm. <sup>6</sup>	212		49		163
407	Able seaman	21	47.50	Foreign matter, right eye.	3	3			
408	Wiper	37	55.00	Dismemberment, second finger; laceration, first and third fingers.	74	9	22		43
409	Second engineer	23	170.00	Burn, infection, back.	76	6		70	
410	Ordinary seaman	32	47.50	Laceration, left hand.	25	1		24	

<sup>1</sup> Not reported.<sup>2</sup> At \$3.50 per day.<sup>3</sup> Permanent loss of use.<sup>4</sup> Partial disability for life.<sup>5</sup> Amputation resulting.<sup>6</sup> Nuisance value.<sup>7</sup> Alleged further disability could not be verified.<sup>8</sup> At \$3 per day.<sup>9</sup> Amputation of distal phalange.<sup>10</sup> No record of further disability.

merchant marine, by individual cases—Continued

Days entitled to—		Amount entitled to as—		Days from injury to settlement	Amount actually paid as—				Possible recovery under compensation act		Days for which compensation was computed
Wages	Maintenance	Wages	Maintenance		Wages	Maintenance	Other settlement	Total compensation	Amount	Compared with actual recovery	
<b>PERSONAL AGREEMENT—Continued</b>											
1		\$2.08		22	\$2.08		\$500.00	\$502.08	\$911.78	+\$409.70	<sup>31</sup> 385
2	42	4.17	<sup>26</sup> \$75.00	140	4.17		75.00	79.17	176.05	+96.88	41
	44		<sup>11</sup> \$132.00	66		\$132.00		132.00	289.14	+157.14	44
4	35	20.67	<sup>2</sup> 122.50	30	20.67	<sup>2</sup> 122.50	187.50	330.67	264.60	-66.07	34
3	51	4.50		3	4.50	102.00	88.00	194.50	743.60	+549.10	<sup>3</sup> 322
	29		58.00	42		58.00	67.00	125.00	203.90	+78.90	59
2	30	2.83	60.00	66	2.83		50.00	52.83	178.20	+125.37	60
8		17.33		9	17.33		125.00	142.33	17.33	-125.00	
16	3	72.00	<sup>2</sup> 10.50	43	72.00	<sup>2</sup> 10.50	89.50	172.00	182.50	+10.50	28
5	15	11.25	30.00	7	11.25	30.00	13.00	54.25	78.34	+24.09	15
5	12	7.50	24.00	5	7.50	24.00	26.00	57.50	55.24	-2.26	12
	18		36.00	15		36.00	64.00	100.00	79.51	-20.49	18
1	22	2.08	44.00	2	2.08	44.00	31.00	77.08	98.06	+20.98	22
23	22	49.83	44.00	22	49.83	40.00		89.83	93.83	+4.00	
1	14	2.08	<sup>27</sup> 30.00	3	2.08	<sup>27</sup> 30.00		32.08	62.80	+30.72	13
63		88.20		232			88.20	88.20	88.20		
27	5	56.25	10.00	126		74.70	<sup>21</sup> 1,093.39	<sup>21</sup> 1,168.09	295.45	-872.64	97
1	6	23.33	12.00	7	21.67			21.67	35.33	+13.66	
6		26.00		53	26.00		550.00	576.00	133.14	-442.86	30
77	62	173.25	124.00	81	173.25	8.50		181.75	455.51	+273.76	64
4	46	8.66	92.00	1,403	8.66		50.00	58.66	211.85	+153.19	46
35		99.17		1,934	5.67		93.50	99.17	99.17		
57	27	109.25	54.00	98	1.92		107.33	109.25	212.81	+103.56	22
41	48	246.00	<sup>1</sup> 168.00	480	246.00	67.43	126.50	439.93	681.86	+241.93	75
1	19	2.08	38.00	24	<sup>23</sup> 2.08	38.00	21.00	61.08	106.24	+45.16	28
62		372.00		62	372.00			372.00	372.00		
22	80	34.83	160.00	53	34.83	126.21		161.04	341.20	+180.16	72
1	28	1.67	56.00	24	1.67	56.00	84.00	141.67	164.11	+22.44	51
19	87	95.00	174.00	74	95.00	174.00	76.00	345.00	579.71	+234.71	87
1	14	2.33	<sup>17</sup> 30.00	310	2.33		30.00	32.33	120.78	+88.45	35
1	15	2.42	30.00	11	2.42	30.00	5.00	37.42	71.16	+33.74	15
	61		122.00	257			250.00	250.00	222.56	-27.44	61
13	7	32.50	<sup>17</sup> 15.00	13	32.50	<sup>17</sup> 15.00		47.50	47.50		
14		30.33		44	30.33		<sup>7</sup> 25.00	55.33	30.33	-25.00	
1	22	2.42	44.00	23	2.42	30.00		32.42	103.24	+70.82	22
7	53	40.83	<sup>1</sup> 185.50	54	40.83	87.51		128.34	394.19	+265.85	47
9	66	13.50	132.00	27	13.50	132.00	68.00	213.50	276.99	+62.99	66
1	10	4.60	20.00	17	4.60		41.40	46.00	56.74	+10.74	9
6	13	9.00	26.00	19	9.00	19.50		28.50	60.72	+32.22	13
8		17.33		31	17.33		39.17	56.50	72.92	+16.42	23
3	1	6.00	2.00	3	6.00	2.00	<sup>7</sup> 75.00	83.00	8.00	-75.00	
9	12	90.00	<sup>2</sup> 42.00	27			270.00	270.00	160.57	-109.43	8
18	34	43.50	68.00	25	43.50	68.00	82.00	193.50	204.48	+10.98	36
8	74	21.33	148.00	63	21.33	148.00	436.00	605.33	890.46	+285.13	<sup>13</sup> 262½
38	13	101.33	26.00	156	66.67		70.00	136.67	127.33	-9.34	
30	1	55.00	2.00	73	55.00		350.00	405.00	147.14	-257.86	41
	82		164.00	415			150.00	150.00	375.79	+225.79	82
22	19	36.42	38.00	649	36.42		125.00	161.42	113.04	-48.38	19
1	22	2.42	44.00	7	2.42	44.00	6.00	52.42	100.66	+48.24	21
90	97	450.00	<sup>3</sup> 339.50	196	5.00		925.00	930.00	1,028.79	+98.79	67
15	63	36.25	128.00	49	36.25	126.00	174.00	336.25	412.79	+76.54	97
58	163	531.67	<sup>5</sup> 570.50	66	18.33	<sup>2</sup> 570.50	3,829.50	4,418.33	8,602.17	+4,183.84	2,184
3		4.75		248	4.75		<sup>7</sup> 100.00	104.75	4.75	-100.00	
35	43	64.17	86.00	31	64.17	86.00	226.66	376.83	381.02	+4.19	<sup>13</sup> 105
6	70	34.00	<sup>11</sup> 210.00	53	34.00	<sup>11</sup> 210.00	15.00	259.00	494.00	+235.00	70
1	24	1.58	48.00	28	1.58		56.00	57.58	98.37	+40.79	24

<sup>26</sup> At \$12.50 per week.

<sup>27</sup> At \$15 per week.

<sup>31</sup> Permanent loss of use of second finger; amputation of third finger.

<sup>32</sup> Settlement, \$1,250. The sum of \$156.61, earned wages refused by the seaman upon leaving the ship was deducted.

<sup>33</sup> Voucher for this amount still unclaimed.

## Accidents to seamen of the United States

No. of case	Occupation	Age	Wage rate per month	Nature of injury and part of body affected	Days of total disability	Days of treatment received			Days of convalescence
						On ship	In-patient	Out-patient	
<b>PERSONAL AGREEMENT—Continued</b>									
411	Able seaman	25	\$62.50	Fracture, laceration, infection, left thumb.	23	8	15		
412	Fireman	30	65.00	Burn, left arm, left thigh; inguinal hernia.	86	11	24		51
413	Able seaman	20	62.50	Laceration, right foot	78	1	18		59
414	Chief mate	32	185.00	Fracture, left arm	<sup>34</sup> 30	( <sup>34</sup> ) 30	30		100
415	Fireman	30	65.00	Burn, arm, face, back; infection	102	4	65		33
416	Second mate	30	165.00	Sprain, back	12			9	3
417	Second cook	31	80.00	Abrasion, head	24		24		
418	Able seaman	32	62.50	Bruise, back	18	2	15		1
419	Water tender	28	72.50	Hernia, groin	70		31		39
420	Boatswain	59	75.00	Fracture, laceration, fourth finger right hand.	56	1	7	25	23
421	Engineer	34	165.00	Abrasion, infection, right leg	49	28	21		
422	Deck boy	18	25.00	Fracture, second finger right hand	45		7		38
423	Able seaman	48	62.50	Laceration, infection, left hand	34			34	
424	Third mate	36	150.00	Fracture, leg	141		21	60	60
425	Able seaman	42	62.50	Internal injuries	40		40		
426	do	30	62.50	Bruise, infection, leg; bruise, foot; ulcer, varicose veins on hip.	65	21		44	
427	Ordinary seaman	32	47.50	Fracture, right heel	44		44		
428	Oiler	23	72.50	Dismemberment, second and third fingers left hand.	<sup>5</sup> 25	2	13	10	
429	Able seaman	32	62.50	Abscess, right hand	46	1	41	4	
430	Ordinary seaman	19	47.50	Bruise, hand	125	1	30	4	90
431	Oiler	31	72.50	Laceration, fracture, finger	31	1		28	2
432	Fireman	23	62.50	Laceration, left arm; burn, elbow and neck.	35	1	20		14
433	do	20	50.00	Burn, arms, right shoulder, and ear.	17	1	16		
434	Able seaman	24	62.50	Pleurisy, resulting from accident.	21	11	7		3
435	do	22	62.50	Sprain, left ankle	14	1	13		
436	Oiler	22	72.50	Fracture, great toe, left foot	39				19
437	Able seaman	55	62.50	Fracture, sprain, ankle	43		43		
438	Wiper	24	50.00	Scald, feet	35		21	14	
439	Second engineer	23	165.00	Scald, face, arms, legs, and feet	44	7	7	30	
440	Able seaman	30	62.50	Bruise, back	19		19		
441	do	22	60.00	Laceration, fracture, right leg; strain, back.	99	1	98		
442	Fireman	31	65.00	Malaria, <sup>8</sup> bronchitis, pneumonia	59	3	56		
443	Able seaman	21	62.50	Fracture, right arm	62	1	61		
444	Second engineer	34	165.00	Fracture, left leg	25	11	14		
445	Oiler	38	72.50	Bruise, laceration, infection, second finger right hand.	70	9	40		21
446	do	26	70.00	Laceration, fourth finger left hand	24			14	10
447	do	26	72.50	Strain, groin	93	18	71		4
448	Pantryman	22	42.00	Puncture, infection, fourth finger <sup>25</sup> right hand.	<sup>9</sup> 85	17		47	21
449	Oiler	25	72.50	Fracture, clavicle; laceration and bruise, head and feet.	94	10	50		34
450	Fireman	20	65.00	Burn and scald, hips and legs	91	17	67		7
451	Oiler	28	65.00	Hernia, abdomen	37	13	24		
452	Able seaman	51	55.00	Puncture, infection, first finger left hand.	17		3	14	
453	do	38	55.00	Burn, right foot	68	55	13		
454	Messman	24	40.00	Laceration, infection, forehead	41		41		
455	Fireman	22	57.50	Sprain, ankle	71	11		1	59
456	Messman	18	40.00	Burn, legs	39		7		32
457	Able seaman	32	55.00	Fracture, head and arm	55		55		
458	do	40	55.00	Bruise left side; laceration, right hand	10	2	8		
459	Wiper	30	50.00	Crushed left hand	<sup>6</sup> 1	1	( <sup>6</sup> )	( <sup>6</sup> )	( <sup>6</sup> )
460	Second mate	27	140.00	Laceration, bruise, infection, right arm. <sup>36</sup>	( <sup>5</sup> )				
461	Oiler	29	65.00	Bruise, first finger <sup>37</sup> right hand	<sup>5</sup> 7	7			
462	Able seaman	(1)	55.00	Bruise, eye	35	5		30	
463	Oiler	42	65.00	Fracture, wrist	68	49		19	
464	Able seaman	24	55.00	Laceration, bruise, fracture, head	60	1	43		16
465	Chief engineer	(1)	285.00	Fracture, left toe	46	3	10	33	

<sup>1</sup> Not reported.<sup>2</sup> At \$3.50 per day.<sup>3</sup> Partial disability for life.<sup>7</sup> Nuisance value.<sup>8</sup> Occupational disease.<sup>9</sup> Alleged further disability could not be verified.<sup>11</sup> At \$3 per day.<sup>12</sup> At \$1.50 per day.<sup>13</sup> At \$4 per day.<sup>16</sup> At \$12.50 per week.

merchant marine, by individual cases—Continued

Days entitled to—		Amount entitled to as—		Days from injury to settlement	Amount actually paid as—				Possible recovery under compensation act		Days for which compensation was computed
Wages	Maintenance	Wages	Maintenance		Wages	Maintenance	Other settlement	Total compensation	Amount	Compared with actual recovery	

PERSONAL AGREEMENT—Continued

23		\$47.92		92	\$6.25		\$45.83	\$52.08	\$47.92	-\$4.16	
11	51	23.83	\$102.00	30	23.83	\$102.00	248.00	373.83	307.12	-66.71	75
1	59	2.08	118.00	25	2.08	118.00	7.00	127.08	302.02	+174.94	77
	100		<sup>24</sup> 400.00	116		<sup>24</sup> 400.00		400.00	864.29	+464.29	130
48	33	104.00	66.00	102	104.00	66.00	190.83	360.83	300.53	-60.30	54
1	12	5.50	<sup>11</sup> 36.00	35	5.50		27.00	32.50	80.79	+48.29	11
24		64.00		113			64.00	64.00	64.00		
18	1	37.50	2.00	136	4.17		168.66	170.83	39.50	-131.33	
	39		78.00	( <sup>1</sup> )			60.42	60.42	258.80	+198.38	70
18	48	45.00	96.00	57	5.00	112.00		117.00	241.21	+124.21	38
49		269.50		196			302.50	302.50	269.50	-33.00	
45	38	37.50	76.00	365	36.67		36.67	113.50	113.50	+76.83	
34	34	70.83	68.00	66	2.08	70.00		72.08	138.83	+66.75	
7	120	35.00	<sup>11</sup> 360.00	184	5.00		670.00	675.00	873.57	+198.57	134
40		83.33		92	14.58		110.83	125.41	83.33	-42.08	
21	44	43.75	88.00	487	43.75		84.00	127.75	235.72	+107.97	44
				53					89.45	+89.45	44
3	10	7.25	20.00	24	7.25	20.00	280.00	307.25	1,021.65	+714.40	<sup>35</sup> 385
46	4	95.83	8.00	26	37.08			37.08	103.83	+66.75	
28	94	44.33	188.00	63	44.33	117.25		161.58	429.52	+267.94	97
31	30	74.92	60.00	29	74.92	57.90		132.82	134.92	+2.10	
1	14	2.08	28.00	25	2.08		47.00	77.08	110.42	+33.34	34
1		1.67		25	1.67		100.00	101.67	35.06	-66.61	16
21	3	43.75	6.00	212	22.93		20.83	43.76	49.75	+5.99	
14		29.17		14	29.17		50.00	79.17	29.17	-50.00	
1	19	2.42	38.00	38	2.42	38.00		162.00	202.42	-63.85	38
43		89.58		60			42.00	42.00	89.58	+47.58	
1	14	<sup>16</sup> 21.00	27	1.67	<sup>16</sup> 21.00			22.67	93.63	+70.96	34
8	30	44.00	<sup>3</sup> 105.00	77	44.00		108.50	152.50	277.57	+125.07	36
1		2.08		47	2.08		100.00	102.08	44.61	+57.47	18
1		2.00		150	2.00		1,750.00	1,752.00	228.10	-1,523.90	98
47		101.83		133	8.67		102.50	111.17	130.84	+19.67	12
1		2.08		68	2.08		250.00	252.08	146.21	-105.87	61
25		137.50		43	5.50		132.00	137.50	137.50		
10	21	24.17	<sup>27</sup> 45.00	51	24.17	<sup>27</sup> 45.00		69.17	224.14	+154.97	60
1	24	2.33	<sup>26</sup> 42.86	5	2.33	<sup>26</sup> 42.86	17.14	62.33	103.31	+40.98	23
46	4	111.17	8.00	164	45.92		137.75	183.67	240.56	+56.89	47
85	68	119.00	136.00	96	15.40	146.00	509.00	670.40	511.32	-159.08	<sup>36</sup> 134
11	34	26.58	68.00	73	26.58	68.00	182.00	276.58	308.96	+32.38	83
33	7	71.50	14.00	113	2.17		300.00	302.17	225.69	-76.48	58
37		80.17		37	80.17			80.17	80.17		
17	14	31.17	28.00	79	1.83	28.00	128.17	158.00	59.17	-98.83	
56		102.67		80	102.67		36.00	138.67	129.05	-9.62	12
				192			75.00	75.00	76.61	+1.61	41
71	60	136.08	120.00	73	23.00		125.00	148.00	256.08	+108.08	
1	32	1.33	64.00	4	1.33	64.00	86.00	151.33	136.34	-14.99	38
55		100.83		121	1.83		350.00	351.83	100.83	-251.00	
10		18.33		24	5.50		100.00	105.50	18.33	-87.17	
1		1.67		10	1.67		<sup>17</sup> 110.00	111.67	1.67	-110.00	
				233			1,100.00	1,100.00	1,100.00	+70.00	<sup>36</sup> 327½
7		15.17		7	15.17		200.00	215.17	793.49	+578.32	<sup>37</sup> 322
6	30	11.00	60.00	44	11.00		65.00	76.00	134.76	+58.76	29
49	19	106.17	38.00	68	106.17	38.00	137.00	281.17	190.10	-91.07	19
60	16	110.00	32.00	176	3.67		110.00	113.67	142.00	+28.33	
46	33	437.00	<sup>3</sup> 115.50	46	437.00			437.00	552.50	+115.50	

<sup>37</sup> At \$15 per week.

<sup>34</sup> Performed partial duties at full pay 77 days to end of voyage, when he entered hospital to have arm reset.

<sup>35</sup> Amputation of two phalanges.

<sup>36</sup> 15 per cent loss of use.

<sup>37</sup> Amputation of distal phalange and permanent loss of use.

## Accidents to seamen of the United States

No. of case	Occupation	Age	Wage rate per month	Nature of injury and part of body affected	Days of total disability	Days of treatment received			Days of convalescence
						On ship	In-patient	Out-patient	
<b>PERSONAL AGREEMENT—Continued</b>									
466	Messman	26	\$40.00	Hernia, right groin	96	1	37		58
467	Chief steward	(1)	105.00	do	58		15		43
468	Quartermaster	(1)	55.00	Foreign matter in eye	65			65	
469	Fireman	40	67.50	Hernia, abdomen	94	18	76		
470	Mess boy	26	40.00	Puncture, infection, foot	46	1		16	29
471	Third mate	29	125.00	Rupture, stomach	38		23		15
472	Oiler	28	65.00	Dissemination, third finger	(1)	(1)	(1)	(1)	(1)
473	do	21	65.00	Bruise, shin; laceration, infection, scalp	17		3		14
474	Able seaman	26	55.00	Bruise, laceration, left hand	72	52	20		
475	do	58	55.00	Fracture, thigh, knee, <sup>18</sup> left hand	199	7	192		
476	Boatswain	32	62.50	Bruise, laceration, face, shoulder, legs	2	2			
477	Fireman	52	67.50	Fracture, left thumb	60			40	20
478	do	27	67.50	Strain, back	16	11	5		
479	Boatswain	32	75.00	Abrasion and bruise, left hand, right foot	36	1		35	
480	Mess boy	28	42.00	Hernia, right groin	63		35	2	26
481	Able seaman	31	62.50	Fracture, wrist	170	80		90	
482	Second cook	35	80.00	Laceration, forehead	111		34		77
483	Fireman	25	67.50	Bruise, second finger right hand	8			8	
484	Able seaman	27	62.50	Hernia, abdomen	60	3	37		20
485	Oiler	26	72.50	Sprain, ankle	35	33	2		
486	Fireman	25	67.50	Hernia, right groin	64		23		41
487	Coal passer	23	65.00	Bruise, back	14	3	11		
488	do	39	60.00	Burn, right arm, hand, thigh, face	60		25		35
489	Storekeeper	31	65.00	Laceration, left arm	11	11			
490	Refrigerator engineer	28	90.00	Foreign matter in eye	18	18			
491	Carpenter	59	70.00	Abrasion left elbow, right leg	32				
492	Able seaman	21	55.00	Bruise, finger	41			41	
493	Mess man	48	50.00	Bruise, chest	23	10		13	
494	Able seaman	51	55.00	Sprain, left wrist	42	4		38	
495	Chief engineer	40	285.17	Fracture, left patella	212	10	69		133
496	Pantryman	45	50.00	Abrasion, infection, scalp	23	12		11	
497	Third engineer	21	90.00	Scald, left hand	18			15	3
498	Oiler	28	65.00	Bruise, second and third fingers right hand	2	2			
499	Able seaman	45	55.00	Puncture, infection, right hand	20	15		5	
500	do	41	55.00	Bruise, infection, right hand					
501	do	65	55.00	Hernia, groin	76	14	29		33
502	Fireman	32	60.00	Burn, left eye	91	2		14	75
503	Able seaman	28	55.00	Hernia, abdomen	18	8		(18)	(18)
504	Boatswain	48	65.00	Abrasion, left leg					
505	Oiler	26	65.00	Bruise, great toe left foot	13	2		8	3
506	Able seaman	22	55.00	Bruise, right wrist	81	8	2	64	7
507	do	19	55.00	Bruise, hand	7	2		5	
508	Cook	35	80.00	Bruise, foot	9	1		8	
509	Junior engineer	24	90.00	Abrasion, left rib	17		17		
510	Ordinary seaman	19	40.00	Bruise, shoulder	18	8	(18)	(18)	(18)
511	Fireman <sup>40</sup>	41	139.36	Bruise, infection, hand	16				16
512	do <sup>40</sup>	41	139.62	Bruise, left foot	19				19
513	Engineer <sup>40</sup>	43	189.80	Bruise, both legs	54		25		29
514	Captain <sup>40</sup>	51	130.00	Sprain, left ankle; bruise, leg	19				19
515	do <sup>40</sup>	63	130.00	Bruise, right shoulder, thorax	54				54
516	Deckhand <sup>40</sup>	49	131.04	Bruise, right shoulder	19		1		18
517	Fireman <sup>40</sup>	30	131.04	Bruise, leg	14				14
518	do <sup>40</sup>	35	183.04	Bruise, face	32				32
519	do <sup>40</sup>	34	139.10	Concussion, brain; abrasion and bruise, back	29				29
520	Engineer <sup>40</sup>	49	189.80	Fracture, second finger left hand	12				12
521	Mate <sup>40</sup>	45	104.00	Concussion of brain	21				21
522	Fireman <sup>40</sup>	46	85.28	Puncture, left hand	20				20
523	Engineer <sup>40</sup>	51	189.80	Fracture and laceration, second finger left hand	27				27
524	Floatman <sup>40</sup>	27	124.80	Synovitis, left knee	25				25
525	Engineer <sup>40</sup>	28	189.80	Bruise, left knee	35				35
526	Oiler <sup>40</sup>	41	135.20	Laceration, left finger	19		1		18
527	Floatman <sup>40</sup>	30	124.54	Sprain, right thigh	13				13
528	do <sup>40</sup>	25	124.80	Bruise, left leg	13				13
529	do <sup>40</sup>	33	129.48	Sprain, infection, left foot	9				9

1 Not reported.

2 At \$3.50 per day.

3 Amputation resulting.

7 Nuisance value.

10 At \$2.50 per day.

13 No record of further disability.

18 10 per cent loss of use.

merchant marine, by individual cases—Continued

Days entitled to—		Amount entitled to as—		Days from injury to settlement	Amount actually paid as—				Possible recovery under compensation act		Days for which compensation was computed
Wages	Maintenance	Wages	Maintenance		Wages	Maintenance	Other settlement	Total compensation	Amount	Compared with actual recovery	
<b>PERSONAL AGREEMENT—Continued</b>											
1	58	\$1.33	\$116.00	50	\$1.33	\$116.00	\$9.00	\$126.33	\$294.84	+\$168.51	95
14	43	49.00	<sup>1</sup> 150.50	1,147	3.50	---	208.00	211.50	344.57	+133.07	64
1	65	1.83	130.00	5	1.83	130.00	---	145.00	272.54	-4.29	64
23	---	51.75	---	420	40.50	---	300.00	340.50	227.32	-113.18	71
2	45	2.67	<sup>10</sup> 112.50	17	2.67	112.00	---	114.67	197.39	+82.72	44
38	15	158.33	<sup>2</sup> 52.50	23	154.17	---	---	154.17	210.83	+56.66	44
( <sup>1</sup> )	---	( <sup>1</sup> )	( <sup>1</sup> )	478	---	---	---	350.00	423.00	+73.00	<sup>6</sup> 175
1	14	2.17	28.00	5	2.17	28.00	---	207.00	237.17	-168.33	16
72	---	132.00	---	106	38.50	---	77.50	116.00	132.00	+16.00	---
93	---	170.50	---	255	14.67	---	1,250.00	1,264.67	613.73	-650.94	<sup>38</sup> 201 <sup>3</sup> / <sub>8</sub>
2	---	4.17	---	554	4.17	---	30.00	34.17	4.17	-30.00	---
---	60	---	120.00	93	---	---	60.00	60.00	268.37	+208.37	60
16	---	36.00	---	41	18.00	---	18.00	36.00	36.00	---	---
1	35	2.50	70.00	40	2.50	---	75.00	77.50	164.80	+87.30	35
---	28	---	56.00	173	---	---	50.00	50.00	176.51	+126.51	63
80	90	166.67	180.00	84	166.67	180.00	---	346.67	559.33	+212.66	90
111	77	296.00	154.00	111	270.00	---	---	270.00	450.00	+180.00	---
---	8	---	16.00	177	---	---	25.00	25.00	35.78	+10.78	8
3	20	6.25	40.00	63	6.25	---	60.00	66.25	180.93	+114.68	57
35	---	84.58	---	35	84.58	---	---	84.58	84.58	---	---
64	41	144.00	82.00	167	---	---	63.00	63.00	226.00	+163.00	---
4	---	8.67	---	16	8.67	---	35.00	43.67	32.84	-10.83	10
14	35	28.00	70.00	36	28.00	45.50	---	73.50	204.13	+130.63	46
11	---	23.83	---	11	23.83	---	25.00	48.83	23.83	-25.00	---
18	---	54.00	---	18	54.00	---	47.25	101.25	54.00	-47.25	---
---	32	---	64.00	56	---	25.00	---	25.00	144.87	+119.87	32
1	41	1.83	82.00	41	1.83	25.00	---	26.83	171.77	+144.94	40
11	13	18.33	26.00	23	18.33	26.00	9.00	53.33	69.38	+16.05	12
5	38	9.17	76.00	42	9.17	60.00	---	69.17	166.52	+97.35	37
11	133	104.50	<sup>2</sup> 465.50	69	104.50	<sup>2</sup> 465.50	1,953.85	2,523.85	1,287.86	-1,235.99	201
13	11	21.67	22.00	23	21.67	22.00	53.00	96.67	64.54	-32.13	10
1	18	3.00	<sup>39</sup> 40.50	18	3.00	38.25	---	41.25	93.94	+52.69	17
2	---	4.33	---	2	4.33	---	40.00	44.33	4.33	-40.00	---
---	15	27.50	10.00	20	27.50	10.00	15.20	52.70	48.49	-4.21	5
---	14	33	25.67	76	25.67	66.00	<sup>7</sup> 55.00	<sup>7</sup> 55.00	75.00	-55.00	---
13	89	26.00	178.00	91	26.00	178.00	---	125.67	227.98	+102.31	62
8	---	14.67	---	9	14.67	---	56.00	102.00	396.00	+77.96	78
---	---	---	---	9	---	---	40.00	56.00	70.67	-56.00	---
2	11	4.33	22.00	13	4.33	22.00	43.00	40.00	14.67	-40.00	---
9	71	18.50	142.00	81	18.50	142.00	43.00	69.33	52.92	-16.41	11
3	5	5.50	10.00	7	5.50	10.00	104.25	262.75	316.80	+54.05	72
2	8	5.33	16.00	9	5.33	16.00	60.00	75.50	24.29	-51.21	4
1	---	3.00	---	17	3.00	---	14.00	35.33	40.56	+5.23	7
8	---	10.67	---	8	10.67	---	200.00	208.00	50.47	-152.53	16
( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	22	( <sup>40</sup> )	( <sup>40</sup> )	25.00	35.67	10.67	-25.00	---
( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	17	( <sup>40</sup> )	( <sup>40</sup> )	43.00	43.00	49.01	+6.01	16
( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	31	( <sup>40</sup> )	( <sup>40</sup> )	40.00	40.00	58.30	+18.30	19
( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	39	( <sup>40</sup> )	( <sup>40</sup> )	252.00	252.00	192.86	-59.14	54
( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	31	( <sup>40</sup> )	( <sup>40</sup> )	45.00	45.00	54.29	+9.29	19
( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	54	( <sup>40</sup> )	( <sup>40</sup> )	152.00	152.00	154.29	+2.29	54
( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	34	( <sup>40</sup> )	( <sup>40</sup> )	50.00	50.00	54.72	+4.72	19
( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	13	( <sup>40</sup> )	( <sup>40</sup> )	25.00	25.00	40.32	+15.32	14
( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	34	( <sup>40</sup> )	( <sup>40</sup> )	50.00	50.00	114.29	+64.29	32
( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	28	( <sup>40</sup> )	( <sup>40</sup> )	50.00	50.00	88.66	+38.66	29
( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	9	( <sup>40</sup> )	( <sup>40</sup> )	45.00	45.00	42.86	-2.14	12
( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	25	( <sup>40</sup> )	( <sup>40</sup> )	42.00	42.00	50.29	+8.29	21
( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	19	( <sup>40</sup> )	( <sup>40</sup> )	39.00	39.00	37.49	-1.51	20
( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	26	( <sup>40</sup> )	( <sup>40</sup> )	85.00	85.00	96.43	+11.43	27
( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	25	( <sup>40</sup> )	( <sup>40</sup> )	55.00	55.00	68.57	+13.57	25
( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	60	( <sup>40</sup> )	( <sup>40</sup> )	91.00	91.00	125.00	+34.00	35
( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	18	( <sup>40</sup> )	( <sup>40</sup> )	45.00	45.00	56.46	+11.46	19
( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	14	( <sup>40</sup> )	( <sup>40</sup> )	24.00	24.00	35.58	+11.58	13
( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	14	( <sup>40</sup> )	( <sup>40</sup> )	24.00	24.00	35.66	+11.66	13
( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	( <sup>40</sup> )	10	( <sup>40</sup> )	( <sup>40</sup> )	23.00	23.00	25.61	+2.61	9

<sup>39</sup> At \$2.25 per day.

<sup>40</sup> Employed on harbor craft six days per week—in practice not given allowance for maintenance. Wages allow for subsistence ashore.

## Accidents to seamen of the United States

No. of case	Occupation	Age	Wage rate per month	Nature of injury and part of body affected	Days of total disability	Days of treatment received			Days of convalescence
						On ship	In-patient	Out-patient	
<b>PERSONAL AGREEMENT—Continued</b>									
530	Water tender	(1)	\$72. 50	Laceration, infection, face, arms, and body.	75	7	31	37	
531	Able seaman	19	62. 50	Fracture of skull and scapula.	55		34	21	
532	do.	(1)	62. 50	Drowned.					
533	do.	19	85. 00	Bruise, leg and groin.	94	30	54	10	
534	Oiler	34	72. 50	Rupture of urethra.	81	17	50	14	
535	Wiper	26	57. 50	Foreign matter in left eye.	21	3	18		
536	Oiler	39	72. 50	Laceration, first and second fingers left hand.	40	14		26	
537	Fireman	20	65. 00	Strain, groin.	36	7	29		
538	Able seaman	30	62. 50	Bruise, great toe left foot.	7		4	3	
539	Third engineer	26	150. 00	Laceration, infection right thumb; dislocation, distal sinews.	56	10		46	
540	Able seaman	29	65. 00	Fracture, 3 ribs; sprain, back.	37	7	20	10	
541	do.	34	62. 50	Laceration, second finger right hand.	23	4		5	14
542	do.	27	62. 50	Puncture, left foot.	15	2	13		
543	Fireman	29	65. 00	Laceration, left foot.	51		51		
544	do.	23	65. 00	Strain, groin.	94	36	37	21	
545	Second engineer	42	165. 00	Burn, right arm and hand.	42		5	37	
546	Able seaman	24	62. 50	Fracture, left thigh; ankylosis, leg.	168	22	146		
547	Boatswain	42	75. 00	Bruise and laceration, left foot.	15	2		13	
548	Oiler	22	72. 50	Hernia, groin.	62	14	20		28
549	Boatswain	29	75. 00	Bruise, stomach.	76	20	56		
550	Oiler	18	60. 00	Bruise, right leg; fracture, left leg.	117	11	8		98
551	Fireman	35	65. 00	Laceration, infection, right hand.	35		22		13
552	do.	33	65. 00	Burn, eyes.	142	23	11		108
553	Baker	48	90. 00	Bruise, right buttock; sprain, back.	39	(1)	(1)	(1)	(1)
554	Able seaman	27	55. 00	Bruise, ribs right side.	50	1	16		29
555	Messman	(1)	40. 00	Laceration, infection, left thumb.	3			3	
556	Oiler	30	72. 50	Sprain, back; laceration, left leg.	41		3	1	37
557	do.	41	72. 50	Laceration, second and third fingers right hand.	21			21	
558	do.	19	72. 50	Laceration, left foot.	35			35	
559	Boatswain	39	75. 00	Fracture, lower jaw.	113	2	111		
560	Able seaman	20	55. 00	Fracture, leg.	56	5	29		22
561	do.	36	55. 00	Bruise and laceration, knee.	72	6	24		42
562	Fireman	20	57. 50	Bruise and laceration, left hand.	59			59	
563	do.	24	65. 00	Burns, death resulting.	42	2	1		
564	Oiler	20	72. 50	Burn, right foot.	62	10		42	10
565	Steward	43	115. 00	Bruise and laceration, right knee.	21			21	
566	Mess boy	24	40. 00	Burn, right shoulder and arm.	11	1	10		
567	Fireman	(1)	65. 00	Strain, groin.	38			14	24
568	Wiper	18	57. 50	Dismemberment, third finger left hand.	28	11	17		
569	Oiler	28	72. 50	Strain, left rib muscles.	15	1	10		4
570	Fireman	30	65. 00	Bruise and laceration, face.	14	1			13
571	Able seaman	23	45. 00	Puncture and fistula, rectal region and urinal channel.	251	4	247	(3)	(3)
572	Second engineer	32	145. 00	Fracture patella tibia; sprain right knee; bruise, arm, thigh.	153		22		131
573	Coal passer	26	40. 00	Burn, left foot.	76	1	75		
574	do.	(1)	40. 00	Burn, feet.	56		56		1
575	Waiter	35	45. 00	Laceration, right hand.	2	1		1	
576	Able seaman	(1)	55. 00	Foreign matter in eye.	264	1	263	(3)	(3)
577	do.	50	55. 00	Burn, leg.	17	1		16	
578	Chief engineer	27	275. 00	Burn, infection, finger.	21	1			20
579	Wiper	34	55. 00	Strain, knee.	46	14	10		22
580	First engineer	29	180. 00	Nervous shock, bladder.	21		3		18
581	Chief steward	30	110. 00	Abrasion, infection, first finger left hand.	76	7	27		42
582	Messman	21	40. 00	Scald, right foot.	16	3	13		
583	Oiler	33	57. 50	Bruise, left thumb.	28	3		25	
584	Fireman	26	55. 00	Bruise, right testicle.	59			28	31
585	Able seaman	49	75. 00	Fracture, right leg.	255		195		60
586	First engineer	50	185. 00	Bruise, death resulting.	42	13	13		
587	Third engineer	45	165. 00	Bruise, infection, left leg.	47	13		34	
588	Wiper	58	55. 00	Traumatic arthritis, right elbow.	55		10		45

1 Not reported.

2 At \$3.50 per day.

3 No record; left hospital against advice.

4 Permanent loss of use.

5 Partial disability for life.

7 Nuisance value.

merchant marine, by individual cases—Continued

Days entitled to—		Amount entitled to as—		Days from injury to settlement	Amount actually paid as—				Possible recovery under compensation act		Days for which compensation was computed
Wages	Maintenance	Wages	Maintenance		Wages	Maintenance	Other settlement	Total compensation	Amount	Compared with actual recovery	
<b>PERSONAL AGREEMENT—Continued</b>											
30	68	\$72.50	\$136.00	39	\$72.50	\$136.00	\$10.83	\$219.33	\$324.73	+\$105.40	45
1	21	2.08	42.00	45	2.08	42.00	58.00	102.08	171.67	+69.59	54
61	10	172.83	20.00	150	87.83	-----	735.36	735.36	2,821.23	+2,085.87	(1)
23	14	55.58	28.00	1,859	(1) 55.58	-----	85.00	172.83	237.12	+114.29	33
3	-----	5.75	-----	(1)	5.75	-----	122.23	177.81	233.39	+55.58	58
14	26	33.83	52.00	144	5.75	-----	150.00	155.75	46.30	-109.45	18
8	-----	17.33	-----	18	33.83	52.00	3.00	88.83	152.98	+64.15	26
1	3	2.08	6.00	35	17.33	-----	75.00	92.33	85.01	-7.32	28
38	46	190.00	\$161.00	7	2.03	6.60	4.00	12.08	22.26	+10.18	6
24	10	52.00	20.00	72	190.00	\$161.00	52.00	403.00	415.29	+12.29	18
4	19	8.33	38.00	27	52.00	20.00	5.33	77.33	103.42	+26.09	13
1	-----	2.08	-----	51	8.33	30.00	-----	38.33	91.22	+52.89	19
1	-----	2.17	-----	15	2.08	-----	15.00	17.08	35.16	+18.08	14
94	21	203.67	42.00	42	2.17	-----	150.00	152.17	123.03	-29.14	50
42	37	231.00	\$129.50	93	203.67	42.00	12.66	258.33	245.67	-12.66	-----
71	-----	147.92	-----	33	205.50	-----	-----	205.50	360.50	+155.00	-----
4	13	10.00	23.00	411	14.58	-----	9,000.00	9,014.58	4,911.44	-4,103.14	+2,016
62	28	149.83	56.00	14	10.00	23.00	24.00	60.00	65.01	+5.01	11
56	-----	140.00	-----	49	149.83	55.17	-----	205.00	205.83	+83	-----
13	98	23.00	196.00	125	52.50	-----	232.50	235.00	192.26	-42.74	20
23	108	49.83	216.00	52	23.00	196.00	1,304.00	1,523.00	461.94	-1,064.06	104
2	(1)	6.00	(1)	35	26.00	-----	49.00	75.00	110.60	+35.60	35
1	33	1.83	66.00	51	49.83	216.00	14.60	279.83	553.47	+273.64	119
1	3	-----	-----	3	6.00	-----	150.00	156.00	115.78	-40.22	37
1	38	2.42	76.00	21	1.83	66.00	159.00	228.83	175.56	-51.27	49
1	31	-----	-----	5	6.00	-----	19.00	25.00	11.61	-13.39	3
1	28	-----	-----	12	2.42	76.00	74.00	152.42	181.73	+29.31	40
1	35	-----	70.00	8	-----	-----	33.00	75.00	96.24	+21.24	21
1	-----	2.50	-----	48	-----	-----	110.00	110.00	160.40	+50.40	35
31	22	56.83	44.00	359	2.50	-----	350.00	352.50	297.86	-54.64	112
59	42	113.08	84.00	34	56.83	44.00	96.00	196.83	155.79	-41.04	25
3	59	6.50	-----	30	85.00	-----	-----	85.00	242.30	+157.30	72
10	52	24.17	104.00	56	113.08	78.25	-----	191.33	231.08	+39.75	-----
11	21	-----	\$73.50	45	-----	-----	4,500.00	4,500.00	7,506.50	+3,006.50	(4)
28	33	53.67	76.00	86	24.17	-----	75.00	99.17	232.48	+163.31	52
1	4	2.42	8.00	143	-----	-----	75.00	75.00	147.33	+72.33	21
1	13	2.17	26.00	75	2.67	-----	25.00	27.67	14.67	-13.00	-----
1	(1)	1.50	(1)	36	-----	50.00	-----	50.00	167.85	+117.85	38
74	131	357.67	\$458.50	27	1.92	-----	100.00	101.92	152.23	+50.31	43 3/4
1	-----	1.33	-----	59	2.42	-----	150.00	152.42	46.58	-105.84	14
21	-----	28.00	-----	1	2.17	23.00	33.00	67.17	59.59	-7.58	13
2	1	3.00	2.00	268	1.50	-----	2,000.00	2,001.50	496.14	-1,505.36	250
1	-----	1.83	-----	264	1.83	-----	300.00	301.83	580.05	+278.22	263
1	16	1.83	32.00	17	1.83	29.33	-----	31.16	69.01	+37.85	16
1	20	9.17	\$70.00	20	9.17	\$70.00	132.20	211.37	150.60	-60.77	20
14	22	25.67	44.00	27	25.67	35.00	-----	60.67	140.02	+79.35	32
20	18	120.00	\$63.00	125	6.00	-----	120.00	126.00	186.57	+60.57	1
8	42	29.33	\$147.00	65	29.33	\$147.00	178.00	354.33	408.02	+53.69	68
3	-----	4.00	-----	15	4.00	-----	20.00	24.00	28.29	+4.29	13
3	25	5.75	50.00	6	5.75	50.00	50.00	105.75	112.07	+6.32	25
1	59	1.83	118.00	32	1.83	75.00	-----	76.83	247.35	+170.52	58
1	60	2.50	120.00	161	2.50	120.00	180.00	302.50	792.33	+489.83	254
13	-----	80.17	-----	(1)	80.17	-----	4,558.49	4,638.66	7,580.17	+2,941.51	(4)
13	34	71.50	\$119.00	32	71.50	60.00	-----	131.50	311.93	+180.43	34
13	45	-----	90.00	68	-----	90.00	35.00	125.00	210.92	+85.92	55

<sup>41</sup> Dependent father 64 years of age.

<sup>42</sup> Before death.

<sup>43</sup> Dependent mother 48 years of age.

<sup>44</sup> 25 per cent loss of use.

<sup>45</sup> Dependent wife 50 years of age; 1 child 7 years of age.

No. of case	Occupation	Age	Wage rate per month	Nature of injury and part of body affected	Days of total disability	Days of treatment received			Days of convalescence
						On ship	In-patient	Out-patient	
<b>PERSONAL AGREEMENT—Continued</b>									
589	Chief cook	37	\$105.00	Fracture, right arm	85	14	4	17	50
590	Able seaman	22	62.50	Abrasion, infection, left thumb	38	8	17		13
591	Oiler	(1)	72.50	Laceration, scalp	29	9	4	16	
592	Boatswain	29	80.00	Laceration, head and face; bruise, ear; fracture, hip and 2 ribs.	37	3	15	12	7
593	Fireman	23	65.00	Burn, scalp, face, neck, chest, arms.	112	19	47	46	
594	Oiler	49	72.50	Dismemberment, second finger <sup>12</sup> left hand.	<sup>5</sup> 53	2		51	
595	Chief engineer	39	250.00	Hernia, abdomen	51		30		21
596	Able seaman	22	62.50	do.	97		97		
597	Second engineer	37	155.00	Scald, arms, chest, stomach	10			10	
598	Third engineer	(1)	150.00	Scald, left arm	29	18	11		
599	Oiler	39	72.50	Scald, face, neck, right shoulder	31		13		18
600	Boatswain	37	80.00	Laceration, right thumb	17		17		
601	Second pump man.	42	80.00	Ulcer, leg	63		30	30	3
602	Third engineer	39	150.00	Burn, eye	64	26		4	34
603	Able seaman	52	62.50	Bruise, right hand; laceration, left hand.	22		22		
604	Oiler	22	72.50	Laceration, right thumb; sprain and bruise, back.	35	4	3		28
605	Messman	27	50.00	Bruise, right elbow	86	21	52		13
606	Able seaman	37	55.00	Hernia, groin	68	1	25		42
607	do.	34	55.00	Laceration and bruise, first, second, and third fingers.	36				36
608	Third mate	35	125.00	Fracture, finger <sup>19</sup>	(46) 180				
609	Oiler	26	65.00	Laceration, infection, palm right hand.	27			98	55
610	Wiper	18	50.00	Laceration, fourth finger left hand; bruise, upper lip.	21	11		10	
611	Thrd engineer	27	125.00	Puncture, left eye	18	2	3		13
612	First engineer	44	165.00	Fracture, first finger <sup>4</sup> right hand	<sup>5</sup> 95	3	19	36	37
613	Wiper	(1)	50.00	Bruise, right leg; sprain, right side.	19	4	8		7
614	Oiler	26	65.00	Laceration, infection, scalp.	41	9		32	
615	Deck engineer	25	80.00	Laceration, infection, second finger left hand.	12	3		9	
616	Fireman	42	67.50	Burn, foot	36	7	27		2
617	do.	24	67.50	Fracture, great toe	36	1	19		16
618	do.	28	67.50	Fracture, third metatarsal bone left foot.	45			1	44
619	do.	35	67.50	Burn, infection, right arm	33	2	17		14
620	Able seaman	49	62.50	Bruise, right leg	39	1	16		22
621	First engineer	37	165.00	Hernia, groin	85		18		67
622	Coal passer	32	60.00	Fracture, lower jaw	60	3	57		
623	Marine engineer	47	165.00	Sprain, back	7	7			
624	Master	39	300.00	Fracture, infection, leg <sup>4</sup>	<sup>4</sup> 138	1	62		75
625	Machinist	28	90.00	Laceration, infection, first finger left hand.	37	14	13		10
626	Ordinary seaman	21	40.00	Sprain, left ankle	39	23		8	8
627	Chief engineer	45	255.00	Laceration and fracture, second and third fingers left hand.					
628	Ordinary seaman	21	40.00	Bruise and laceration, left leg	93		75		18
629	Fireman	(1)	65.00	Bruise, infection, second finger left hand.	33	15		4	14
630	Ordinary seaman	28	47.50	Dismemberment, four fingers left hand.	<sup>5</sup> 52		12		40
631	Wiper	24	57.50	Abrasion, bruise, and laceration, first finger right hand.	53	1	16		36
632	Able seaman	29	62.50	Bruise, left leg	15	1	4	5	5
633	do.	27	65.00	Bruise, left side and arm	27			27	
634	Ordinary seaman	21	47.50	Laceration, first finger right hand	12		9		3
635	Fireman	20	60.00	Laceration, infection, third finger right hand.	49			14	35
636	Able seaman	(1)	62.50	Foreign matter in eye	9			9	
637	Marine engineer	37	260.00	Double hernia, groins	128	5	87		36
638	Oiler	29	72.50	Dismemberment, second toe <sup>11</sup> left foot	<sup>4</sup> 85	20	21		44
639	Chief mate	41	180.00	Laceration, hand and face; fracture, arm.	150			150	
640	Able seaman	28	62.50	Bruise, right knee	33	2	18		13

<sup>1</sup> Not reported.<sup>2</sup> At \$3.50 per day.<sup>4</sup> Permanent loss of use.<sup>5</sup> Partial disability for life.<sup>6</sup> Amputation resulting.<sup>10</sup> At \$2.50 per day.

merchant marine, by individual cases—Continued

Days entitled to—		Amount entitled to as—		Days from injury to settlement	Amount actually paid as—				Possible recovery under compensation act		Days for which compensation was computed
Wages	Maintenance	Wages	Maintenance		Wages	Maintenance	Other settlement	Total compensation	Amount	Compared with actual recovery	
<b>PERSONAL AGREEMENT—Continued</b>											
6	67	\$21.00	\$134.00	36	\$21.00	\$134.00	\$16.00	\$171.00	\$415.47	+\$244.47	79
9	13	18.75	26.00	27	18.75	26.00	99.00	143.75	113.27	-30.48	29
10	16	24.17	32.00	15	24.17	4.92		29.09	105.26	+76.17	19
25	19	66.67	38.00	57	10.67		500.00	510.67	137.63	-373.04	12
60	46	130.00	92.00	82	130.00	92.00	99.65	321.65	347.69	+26.04	52
3	51	7.25	102.00	39	7.25	102.00		109.25	244.85	+135.60	44 52½
	21		73.50	108		73.50		73.50	255.64	+182.14	51
	10		30.00	20		30.00	60.00	60.00	229.20	+169.20	97
19	5	95.00		66			170.00	30.00	65.71	+35.71	10
5	18	12.08	36.00	27	12.08	36.00		170.00	130.71	-39.29	10
				48			79.34	127.42	115.23	-12.19	26
				48			50.00	50.00	46.70	-3.30	17
	33		66.00	40		66.00	34.00	100.00	239.07	+139.07	63
30	38	150.00	133.00	36	150.00	133.00	347.00	630.00	404.43	-225.57	34
10		20.83		168	2.08		40.00	42.08	49.18	+7.10	12
5	23	12.08	56.00	8	12.08	56.00	149.00	217.08	145.57	-71.51	30
39	13	65.00	26.00	86	65.00			65.00	189.10	+124.10	47
1	42	1.83	84.00	26	1.83	84.00	16.00	101.83	233.13	+131.33	67
28	36	51.33	72.00	44	51.33		15.00	66.33	140.92	+74.59	8
180	153	390.00	306.00	257			350.00	350.00		-350.00	
				222	58.50		359.16	417.66	696.00	+278.34	
21	10	35.00	20.00	163	1.67		125.00	126.67	55.00	-71.67	
2	13	8.33	45.50	12	8.33	45.50	139.58	193.33	110.98	-82.35	16
47	73	258.50	255.50	454	22.00		450.00	472.00	1,664.00	+1,192.00	4322
19	7	31.67	14.00	18	8.33	14.00		2.00	24.33	+21.34	
9	32	19.50	64.00	297	19.50			75.00	94.50	+66.35	32
12	9	32.00	18.00	30	32.00			16.00	48.00	+2.00	
7	2	15.75	4.00	36	15.75	4.00	46.00	65.75	91.46	+25.71	29
2	16	4.50	32.00	22	4.50	32.00	23.00	59.50	120.58	+61.08	34
	45		90.00	5		90.00	20.00	110.00	201.29	+91.29	45
6	14	13.50	28.00	18	13.50	28.00	3.00	44.50	108.27	+63.77	27
1	22	2.08	44.00	39	2.08	25.00		27.08	135.87	+108.79	38
	67		234.50	387			467.50	467.50	538.07	+70.57	85
4		8.00		60	8.00			250.00	137.20	-120.80	56
7		38.50		27	38.50		45.00	83.50	35.50	-45.00	
31	75	310.00	282.50	431	100.00		2,959.40	3,059.40	7,572.50	+4,513.10	1,960
37	10	111.00	20.00	57	42.00		200.00	242.00	131.00	-111.00	
29	16	38.67	32.00	39	38.67	32.00	111.33	182.00	89.36	-92.64	10
				205			47 400.00	400.00		-400.00	
1	18	1.33	36.00	(1)	1.33		200.00	201.33	209.24	+7.91	92
33	18	71.50	36.00	49	32.50		65.00	97.50	143.86	+46.36	
26	40	41.17	80.00	54	1.58		740.00	741.58	1,771.85	+1,030.27	812
20	36	38.33	72.00	22	38.33	63.59		101.92	184.67	+82.75	33
1	10	2.08	20.00	10	2.08	20.00	40.00	62.08	55.16	-6.92	14
19	27	41.17	67.50	28	2.17		67.50	69.67	128.01	+58.34	8
12	3	19.00	6.00	92			22.96	22.96	25.00	+2.04	
1	49	2.00	98.00	34	2.00	98.00	102.00	202.00	210.74	+8.74	48
	9		18.00	28				15.00	39.27	+24.27	9
5	36	43.33	126.00	128	43.33	100.00		143.33	608.62	+465.29	123
20	44	48.33	88.00	55	48.33	88.00	87.00	223.33	500.51	+277.18	121 141
1	150	6.00	1450.00	176	6.00	1450.00		456.00	988.14	+532.14	149
1	13	2.08	26.00	22	2.08	20.00		22.08	103.69	+81.61	32

<sup>11</sup> At \$3 per day.

<sup>12</sup> Amputation of distal phalange.

<sup>13</sup> Resulted in disfigurement; extent not reported.

<sup>44</sup> 25 per cent loss of use.

<sup>46</sup> No time lost.

<sup>47</sup> Gratuity.

## Accidents to seamen of the United States

No. of case	Occupation	Age	Wage rate per month	Nature of injury and part of body affected	Days of total disability	Days of treatment received			Days of convalescence
						On ship	In-patient	Out-patient	
<b>PERSONAL AGREEMENT—Continued</b>									
641	Chief mate.....	29	\$185.00	Burn, right leg.....	60		27	33	
642	Able seaman.....	31	65.00	Fracture, ankle.....	109	9	63	9	28
643	Ordinary seaman.....	36	47.50	Fracture second lumbar vertebra; sprain and bruise, ankle.	<sup>48</sup> 50	18	24		8
644	First engineer.....	61	185.00	Abrasion, bruise and fracture, second and third fingers <sup>4</sup> left hand.	<sup>5</sup> 17			17	
645	Oiler.....	39	72.50	Laceration, hand.....	95	23	45		27
646	Able seaman.....	45	62.50	Bruise, infection, right leg.....	67	14		53	
647	Third engineer.....	42	150.00	Bruise, toe.....	35	10	3		22
648	Machinist.....	35	100.00	Bruise, thumb right hand.....	<sup>60</sup> 61	<sup>60</sup> 4		41	16
649	Oiler.....	37	72.50	Bruise and laceration, left leg.....	36	19		14	3
650	Able seaman.....	28	62.50	Fracture, metacarpal bone, thumb left hand.	49	3		46	
651	Oiler.....	23	72.50	Bruise and laceration, infection second finger.	15	1		14	
652	Chief engineer.....	(1)	330.00	Hernia, groin.....	35		21		14
653	Oiler.....	21	72.50	Fracture, infection, legs.....	180		53		127
654	do.....	50	65.00	Hernia, groin.....	36		25		11
655	Fireman.....	23	57.50	Sprain, ankle.....	44	3	41		
656	Chief steward.....	49	105.00	Bruise, infection right knee.....	94	1	73	7	13
657	Able seaman.....	(1)	55.00	Dismemberment, first finger <sup>12</sup> right hand.	<sup>5</sup> 51			49	2
658	Coal passer.....	29	60.00	Incised paronychia, great toe left foot.	78	1	71	4	2
659	do.....	20	60.00	Burn, right arm.....	33	16		15	2
660	Radio operator.....	27	135.00	Abscess, right hand.....	15	1		14	
661	Coal passer.....	(1)	60.00	Bruise, left leg.....	11				6
662	Master-at-arms.....	41	75.00	Pleurisy, side <sup>8</sup> .....	197	15	79	26	77
663	Able seaman.....	29	62.50	Laceration and bruise, right hand.....	35	5		11	19
664	Scullion.....	27	50.00	Synovitis, knee.....	19	5	11		3
665	Fireman.....	35	62.50	Sprain, right ankle.....	14			13	1
666	do.....	32	67.50	Hernia, right groin.....	55	7	20		28
667	Coal passer.....	21	60.00	Sprain, ankle.....	105	13	47	9	36
668	Fireman.....	(1)	65.00	Hernia, right groin.....	59	3	22		28
669	do.....	25	67.50	Laceration, forehead.....	18	1	5		4
670	Oiler.....	28	72.50	Laceration, infection, thumb left hand.	14	4	3		7
671	Coal passer.....	26	60.00	Laceration, great toe left foot.....	20	10	9	1	
672	Deck boy.....	22	35.00	Laceration, left eye and elbow.....	7				7
673	Oiler.....	43	72.50	Laceration, first, second, third fingers right hand.	<sup>5</sup> 62		3	50	
674	Able seaman.....	22	62.50	Fracture, distal phalange second finger.	11	5			6
675	do.....	25	62.50	Laceration, infection, finger.....	80			80	
676	Pantryman.....	36	110.00	Hernia, groin.....	41		37		4
677	Fireman.....	(1)	65.00	Fracture, hand.....	36	5		31	
678	Deck boy.....	19	35.00	Fracture, left arm; bruise, back.....	39	8	3		28
679	Wiper.....	23	57.50	Strain, groin.....	61		33		28
680	Messman.....	25	60.00	Burn, left foot.....	48	11		7	30
681	Asst. storekeeper.....	47	65.00	Abrasion, right leg.....	15	4	3		8
682	Able seaman.....	26	62.50	Abrasion and bruise, face; fracture and bruise, hand.	<sup>18</sup> 4		4	(18)	(18)
683	Scullion.....	39	50.00	Sprain, ankles.....	25	9	16		
684	Fireman.....	24	65.00	Strain, left knee.....	35	17		4	14
685	do.....	29	65.00	Abrasion, left knee.....	12	1		11	
686	Assistant steward.....	43	50.00	Fracture, second rib right side.....	7	7			
687	Fireman.....	(1)	65.00	Bruise and laceration, infection, foot.	43			43	
688	do.....	37	65.00	Sprain, right wrist.....	40	7	22	3	8
689	do.....	21	65.00	Bruise, right testicle.....	12	3	9		
690	Able seaman.....	22	62.50	Sprain, ankle.....	30	12		8	10
691	Oiler.....	45	72.50	Fracture, thumb right hand.....	4			4	
692	Assistant steward.....	33	50.00	Hernia, right groin.....	49		43		6
693	Fireman.....	41	65.00	Bruise, back and right hip.....	95		17	16	62
694	do.....	31	65.00	Laceration and bruise, thumb and first finger right hand.	9	2		7	
695	do.....	24	62.50	Laceration, arm.....	8			8	
696	do.....	22	65.00	Bruise, first finger right hand.....	43	15		2	28

<sup>1</sup> Not reported.<sup>2</sup> At \$3.50 per day.<sup>3</sup> Permanent loss of use.<sup>4</sup> Partial disability for life.<sup>5</sup> Occupational disease.<sup>11</sup> At \$3 per day.<sup>12</sup> Amputation of distal phalange.<sup>13</sup> No record of further disability.<sup>14</sup> At \$4 per day.<sup>15</sup> At \$15 per week.<sup>16</sup> Unable to bend for 6 months while wearing Taylor brace, but able to resume his trade (optician) with no probable loss of earnings.

merchant marine, by individual cases—Continued

Days entitled to—		Amount entitled to as—		Days from injury to settlement	Amount actually paid as—				Possible recovery under compensation act		Days for which compensation was computed
Wages	Maintenance	Wages	Maintenance		Wages	Maintenance	Other settlement	Total compensation	Amount	Compared with actual recovery	
<b>PERSONAL AGREEMENT—Continued</b>											
16	33	\$98.67	<sup>11</sup> 99.00	51	\$98.67	<sup>11</sup> 99.00	\$322.90	\$520.57	\$354.82	-\$165.75	44
9	37	16.50	74.00	84	16.50	25.33	-----	41.83	310.36	+268.53	100
21	8	33.25	16.00	54	33.25	-----	1,000.00	1,033.25	108.20	-925.05	29
-----	17	-----	<sup>2</sup> 59.50	220	-----	-----	185.00	185.00	1,709.50	+1,524.50	<sup>40</sup> 462
23	27	55.58	54.00	82	55.58	54.00	26.00	135.58	295.55	+159.97	72
14	53	29.17	106.00	26	29.17	106.00	69.00	204.17	260.40	+56.23	53
12	22	60.00	<sup>2</sup> 77.00	22	60.00	35.00	-----	95.00	219.14	+124.14	23
27	57	<sup>51</sup> 90.00	114.00	70	<sup>51</sup> 90.00	71.67	-----	<sup>51</sup> 161.67	<sup>41</sup> 326.29	+164.62	<sup>50</sup> 57
19	17	45.92	34.00	32	45.92	34.00	16.00	95.92	123.83	+27.91	17
3	46	6.25	92.00	5	6.25	92.00	58.00	156.25	206.94	+50.69	46
1	14	2.42	28.00	19	2.42	-----	50.00	52.42	66.58	+14.16	14
35	14	385.00	<sup>25</sup> 56.00	187	274.00	-----	56.00	330.00	441.00	+111.00	-----
87	127	210.25	254.00	248	2.42	-----	1,500.00	1,502.42	704.46	-797.96	93
-----	11	-----	22.00	212	-----	-----	200.00	200.00	109.02	-90.98	36
44	-----	84.33	-----	167	7.67	-----	187.83	195.50	84.33	-111.17	-----
1	20	3.50	<sup>2</sup> 70.00	95	3.50	<sup>2</sup> 70.00	15.00	88.50	380.13	+291.63	93
1	51	1.83	102.00	51	1.83	102.00	148.00	251.83	457.80	+205.97	<sup>121</sup> 161
16	6	2.00	12.00	77	2.00	12.00	126.00	140.00	191.65	+51.65	77
18	17	32.00	34.00	100	32.00	-----	71.50	103.50	105.22	+1.72	-----
1	14	4.50	<sup>53</sup> 45.50	76	4.50	26.00	-----	30.50	100.00	+69.50	14
11	10	22.00	20.00	18	22.00	15.00	-----	37.00	42.00	+5.00	-----
16	103	40.00	206.00	1,113	40.00	-----	150.00	190.00	723.32	+533.32	181
5	30	10.42	60.00	48	10.42	60.00	40.00	110.42	141.31	+30.89	30
5	3	8.33	6.00	18	8.33	6.00	9.00	23.33	43.55	+20.22	14
14	14	29.17	28.00	51	2.08	-----	27.00	29.08	57.17	+28.09	-----
7	28	15.75	<sup>27</sup> 60.00	26	15.75	<sup>27</sup> 60.00	-----	75.75	194.45	+118.70	48
14	45	28.00	90.00	71	28.00	75.00	-----	103.00	327.95	+224.95	91
7	28	15.17	56.00	68	6.00	-----	25.00	31.50	182.36	+150.86	46
1	12	2.25	24.00	20	2.25	-----	65.05	67.30	68.29	+1.99	17
5	7	12.08	14.00	14	12.08	14.00	1.00	27.08	49.33	+22.25	9
11	1	22.00	2.00	23	22.00	-----	25.00	47.00	44.76	-2.24	9
-----	59	-----	14.00	33	-----	-----	14.00	50.00	26.31	-37.69	7
1	7	2.42	118.00	7	2.42	-----	118.00	132.00	252.42	+25.55	61
5	6	10.42	12.00	11	10.42	12.00	8.00	30.42	36.60	+6.18	6
-----	80	-----	160.00	48	-----	160.00	-----	160.00	349.04	+189.04	80
1	4	3.67	8.00	41	3.67	8.00	-----	11.67	147.95	+136.28	40
20	31	43.33	62.00	26	43.33	50.00	-----	93.33	144.00	+50.67	16
9	28	10.50	56.00	18	10.50	56.00	4.00	70.50	119.26	+48.76	30
-----	28	-----	56.00	49	-----	56.00	-----	56.00	193.42	+137.42	61
12	37	24.00	74.00	17	24.00	44.00	-----	68.00	181.06	+113.06	36
4	8	8.67	16.00	59	8.67	-----	15.00	23.67	51.26	+27.59	11
1	-----	2.08	-----	4	2.08	-----	60.00	62.08	9.17	-52.91	3
10	-----	16.67	-----	24	16.67	-----	30.00	46.67	47.98	+1.31	15
17	18	36.83	36.00	21	36.83	30.00	-----	66.83	116.34	+49.51	18
1	11	2.17	22.00	63	2.17	-----	30.00	32.17	50.76	+18.59	11
-----	7	11.67	-----	36	11.67	-----	30.00	41.67	11.67	-30.00	-----
-----	43	-----	86.00	37	-----	70.00	-----	70.00	189.94	+119.94	43
7	11	15.17	22.00	34	15.17	22.00	8.00	45.17	116.94	+71.77	33
5	5	10.83	-----	11	10.83	-----	10.00	20.83	27.75	+6.92	7
13	18	27.08	36.00	19	27.08	30.00	-----	57.08	103.25	+46.17	17
-----	4	-----	8.00	177	-----	-----	-----	18.33	-----	+18.33	4
-----	6	-----	12.00	259	-----	12.00	3.00	15.00	114.27	+99.27	49
1	78	2.17	156.00	34	2.17	156.00	24.40	182.57	385.39	+202.82	94
2	7	4.33	<sup>27</sup> 15.00	4	4.33	<sup>27</sup> 15.00	-----	19.33	36.25	+16.92	7
3	8	6.25	16.00	24	6.25	15.00	-----	21.25	34.06	+12.81	5
16	28	34.67	<sup>27</sup> 60.00	16	34.67	<sup>27</sup> 60.00	-----	94.67	159.93	+65.26	27

<sup>49</sup> 27 per cent loss of use of hand.

<sup>50</sup> Worked 23 days as oiler (at \$72.50 per month) because of partial disability while returning to the United States.

<sup>51</sup> Does not include \$55.58 earned while partially disabled.

<sup>52</sup> At \$3.25 per day.

## Accidents to seamen of the United States

No. of case	Occupation	Age	Wage rate per month	Nature of injury and part of body affected	Days of total disability	Days of treatment received			Days of convalescence
						On ship	In-patient	Out-patient	
<b>PERSONAL AGREEMENT—Continued</b>									
697	Ordinary seaman	21	\$47.50	Bruise, foot	21	1		9	11
698	Able seaman	(1)	62.50	Bruise, infection, left wrist and chest	16	3		12	1
699	Ordinary seaman	20	47.50	Bruise, neck and shoulder	62	14		8	40
700	Assistant steward	45	110.00	Fracture, right foot	43		6	37	6
701	Able seaman	27	62.50	Sprain, left wrist	15	1		6	8
702	do.	23	65.00	Laceration, abrasion, and bruise, forehead	2	1		1	
703	Carpenter	48	80.00	Laceration, first finger right hand	15			15	1
704	Able seaman	30	62.50	Bruise, infection, right leg	32	23		6	3
705	do.	(1)	62.50	Abrasion and bruise, second finger left hand	13			13	
706	Messman	27	50.00	Burn, chest and thigh	12	2	7		3
707	Able seaman	30	62.50	Sprain, right knee	44	2	8		34
708	Messman	21	42.00	Fracture, rib	38	1		24	17
709	Able seaman	21	62.50	Fracture, fourth finger	27	3		20	
710	Ordinary seaman	44	47.50	Fracture, sixth rib right side	15			3	12
711	Oiler	48	72.50	Bruise, hydrocele, scrotum	23	11	12		
712	Assistant steward	36	50.00	Hernia, groin	55		28		27
713	Able seaman	32	62.50	Bruise, first finger right hand	15	3		12	
714	do.	27	62.50	Burn, right arm and fingers	13		13		
715	do.	54	62.50	Cellulitis, right thumb	29	1		28	
716	Fireman	35	62.50	Burn, hands	23			28	1
717	Able seaman <sup>40</sup>	(1)	117.00	Fracture and laceration, third finger left hand	24	1		2	19
718	Fireman	50	62.50	Laceration, fourth finger left hand	10			10	
719	Watchman <sup>40</sup>	48	117.00	Bruise, shoulder; strain, arm	18			4	14
720	Oiler	(1)	72.50	Bruise, fourth finger right hand	15			14	1
721	Able seaman	26	60.00	Fracture, fourth finger left hand	28			15	13
722	Machinist	43	110.00	Abrasion, left thigh, leg, and knee	8	1			7
723	Fireman	27	62.50	Bruise, little toe right foot	6	1		5	
724	Carpenter	42	80.00	Puncture, left foot	14			10	4
725	Able seaman	29	60.00	Sprain, left ankle	22	1		21	
726	do.	21	62.50	Sprain, ankle	7		5	27	7
727	Fireman	25	62.50	Fracture, nose	34			23	
728	Chief mate	34	155.00	Bruise, left thumb	20	2	4		2
729	Pump man	52	85.00	Bruise, right knee	48	1	45		2
730	Chief steward	33	115.00	Fracture, right ribs	30	9		19	2
731	Able seaman	49	62.50	Bruise, knee	27	1		10	16
732	First engineer	42	165.00	Dislocation, knee cap	122	44	72		6
733	Second mate	51	140.00	Hernia, left groin	56		22	5	29
734	Able seaman	25	62.50	Foreign matter in left eye	24	7	4	13	
735	Deck hand	46	85.00	Fracture, leg	10	1		1	8
736	Able seaman	25	62.50	Laceration, infection, first and second fingers <sup>6</sup> right hand	<sup>5</sup> 241	10	50	181	
737	do.	38	60.00	Abrasion and bruise, arm and eye	25			1	24
738	Motorman	(1)	65.00	Laceration, left wrist	72	27		45	
739	Second engineer	24	165.00	do.	18		6	12	
740	Messman	30	45.00	Laceration, thumb	35	2		33	
741	Second engineer	32	165.00	Fracture, left foot	111	10	40	16	45
742	Oiler	21	72.50	Laceration, first finger right hand	40	9		31	
743	Chief engineer	33	260.00	Sprain, right hip; strain, back	92			85	7
744	Fireman	30	65.00	Burn, hand	14	1		8	5
745	Able seaman	19	62.50	Bruise, right wrist	18	1		17	
746	Oiler	26	72.50	Strain, back	12	5	7		
747	Second engineer	46	150.00	Hernia, abdomen	14	7		7	
748	Captain	51	175.00	Bruise	18			18	
749	Steward	39	120.00	Bruise, infection, elbow	22			22	
750	Able seaman	(1)	62.50	Abscess from shock, ear	92	1	11	30	
751	Oiler	21	72.50	Fracture, rib	20			20	
752	Third engineer	24	125.00	Puncture, infection, first finger right hand	14	3	5		6
753	Able seaman	23	62.50	Bruise, left arm; internal shock	67	6	6	55	
754	Chief engineer	32	260.00	Foreign matter in eyes	10			10	
755	Fireman	28	65.00	Scald, stomach	9	3		6	
756	Ordinary seaman	25	47.50	Sprain, ankle	22		13	9	
757	Able seaman	20	55.00	Bruise, right side	29			29	
758	Mess boy	21	55.00	Laceration, hand	22	1		21	
759	Fireman	50	60.00	Strain, back	37	2		35	
760	do.	(1)	65.00	Scald, feet, chest, and back	67		8		59
761	Able seaman	28	55.00	Leg	24	2		22	
762	Fireman	34	65.00	Bruise, infection, thumb right hand	10			10	
763	Boatswain	23	65.00	Bruise lips; sprain, hand	32	2		8	22
764	Wiper	30	67.50	Laceration, left foot	37		37		

<sup>1</sup> Not reported.<sup>2</sup> At \$3.50 per day.<sup>3</sup> Partial disability for life.<sup>6</sup> Amputation resulting.<sup>7</sup> Nuisance value.<sup>10</sup> At \$2.50 per day.

merchant marine, by individual cases—Continued

Days entitled to—		Amount entitled to as—		Days from injury to settlement	Amount actually paid as—				Possible recovery under compensation act		Days for which compensation was computed
Wages	Maintenance	Wages	Maintenance		Wages	Maintenance	Other settlement	Total compensation	Amount	Compared with actual recovery	
<b>PERSONAL AGREEMENT—Continued</b>											
1	20	\$1.58	\$40.00	7	\$1.58	\$40.00	-----	\$41.58	\$82.24	+\$40.66	20
3	13	6.25	26.00	10	6.25	20.00	-----	26.25	62.97	+36.72	13
14	48	22.17	96.00	30	22.17	96.00	\$69.00	187.17	215.75	+28.58	48
1	37	3.67	74.00	27	3.67	70.00	-----	73.67	220.77	+147.10	42
1	14	2.08	28.00	7	2.08	28.00	-----	37.08	63.16	+25.08	14
2	1	4.33	2.00	267	4.33	-----	30.00	34.33	6.33	-28.00	-----
-----	15	-----	30.00	20	-----	30.00	5.00	35.00	71.21	+36.21	15
23	9	47.92	18.00	37	47.92	15.00	-----	62.92	87.19	+24.27	9
-----	13	-----	26.00	16	-----	25.00	-----	25.00	56.72	+31.72	13
2	3	3.33	6.00	13	3.33	-----	36.57	39.90	30.20	-9.70	10
2	34	4.17	68.00	87	4.17	-----	65.00	69.17	171.41	+102.24	42
1	37	1.40	74.00	21	1.40	-----	40.00	41.40	146.18	+104.78	37
4	24	8.33	48.00	17	8.33	48.00	52.00	108.33	110.68	+2.35	23
-----	15	-----	30.00	12	-----	30.00	-----	30.00	60.50	+30.50	15
11	-----	26.58	-----	41	26.58	-----	50.00	76.58	57.57	-19.01	12
-----	27	-----	54.00	61	-----	50.00	-----	50.00	168.79	+118.79	55
3	12	6.25	24.00	14	6.25	25.00	-----	31.25	58.60	+27.35	12
1	1	2.08	-----	12	2.08	-----	100.00	102.08	30.43	-71.65	12
1	28	2.08	56.00	38	2.08	-----	30.00	32.08	124.24	+92.16	28
1	29	2.08	10 72.50	12	2.08	75.00	-----	77.08	140.74	+63.66	28
1	(40)	4.50	(40)	6	4.50	-----	50.00	54.50	63.64	+9.14	23
1	10	2.08	20.00	10	2.08	20.00	-----	22.08	43.35	+21.27	9
1	(40)	4.50	(40)	25	4.50	-----	36.00	40.50	48.21	+7.71	17
1	15	2.42	30.00	22	2.42	30.00	-----	32.42	68.58	+36.16	14
-----	28	-----	27 60.00	13	-----	27 60.00	-----	60.00	124.60	+64.60	28
1	7	3.67	24.50	175	3.67	-----	24.50	28.17	52.02	+23.85	7
1	5	2.08	10.00	7	2.08	10.00	-----	12.08	23.89	+11.81	5
1	14	2.67	28.00	9	2.67	20.00	-----	22.67	66.38	+43.71	13
1	21	2.00	42.00	5	2.00	30.00	-----	32.00	92.45	+60.45	21
1	2	2.08	4.00	28	2.08	-----	10.00	12.08	20.26	+8.18	6
1	34	2.08	68.00	8	2.08	68.00	-----	77.08	148.05	+70.97	33
2	23	10.33	30.50	36	10.33	-----	84.00	94.33	182.82	+88.49	27
2	2	5.67	4.00	49	5.67	-----	75.00	80.67	141.10	+60.43	46
9	21	34.50	2 73.50	86	34.50	-----	75.00	109.50	181.83	+72.33	21
19	26	39.58	52.00	12	39.58	52.00	-----	12.59	110.48	+6.31	8
44	6	242.00	2 21.00	129	242.00	-----	225.00	467.00	541.57	+74.57	78
-----	34	-----	2119.00	105	-----	2119.00	-----	11.00	130.00	+189.00	56
15	13	31.25	26.00	40	2.08	-----	200.00	202.08	78.52	-123.56	9
1	9	2.83	18.00	21	2.83	-----	7 115.00	117.83	46.54	-71.29	9
30	181	62.50	362.00	64	62.50	139.58	-----	202.08	1,705.17	+1,503.09	6 542
1	25	2.00	50.00	1	2.00	50.00	-----	52.00	107.37	+55.37	24
27	45	58.50	90.00	72	58.50	90.00	-----	156.00	257.27	+101.27	45
-----	12	-----	2 42.00	77	-----	165.00	-----	165.00	106.29	-58.71	18
3	33	4.50	66.00	35	4.50	66.00	-----	79.50	133.81	+54.31	32
10	61	55.00	213.50	85	55.00	213.50	529.50	798.00	629.21	-168.79	101
9	31	21.75	62.00	40	21.75	62.00	-----	38.00	121.75	+42.07	31
-----	92	-----	322.00	123	-----	300.00	-----	300.00	650.57	+350.57	92
1	13	2.17	26.00	14	2.17	26.00	-----	32.17	59.59	+27.42	13
9	17	18.75	34.00	18	4.17	35.00	-----	39.17	74.02	+34.85	9
5	-----	12.08	-----	26	12.08	-----	50.00	62.08	30.16	-31.92	7
14	7	70.00	2 24.50	14	70.00	15.00	-----	85.00	94.50	+9.50	-----
1	18	5.83	63.00	18	5.83	63.00	36.16	104.99	129.54	+24.55	17
-----	22	-----	2 77.00	99	-----	2 77.00	-----	88.00	155.57	+67.57	22
1	80	2.08	160.00	92	2.08	-----	260.00	262.08	377.10	+115.02	91
1	20	2.42	40.00	37	2.42	40.00	20.00	62.42	91.49	+29.07	19
3	6	12.50	2 21.00	14	12.50	2 21.00	4.00	37.50	72.79	+35.29	11
7	55	14.58	110.00	69	14.58	100.00	-----	114.58	266.35	+151.77	60
10	10	86.67	2 35.00	16	86.67	2 35.00	13.38	135.05	121.67	-13.38	-----
3	6	6.50	12.00	9	6.50	12.00	-----	8.00	26.50	+6.50	6
1	9	1.58	18.00	22	1.58	18.00	-----	22.00	41.58	+20.69	21
1	29	1.83	58.00	29	1.83	58.00	2.39	62.22	121.39	+59.17	28
2	21	3.67	42.00	22	3.67	35.00	-----	38.67	89.64	+50.97	20
3	35	6.00	70.00	37	6.00	70.00	55.00	131.00	154.44	+23.44	34
1	59	2.17	118.00	67	2.17	118.00	23.25	143.42	279.70	+136.28	66
3	22	5.50	44.00	24	5.50	44.00	11.00	60.50	95.67	+35.17	21
1	10	2.17	20.00	10	2.17	15.00	-----	17.17	43.92	+26.75	9
3	30	6.50	60.00	32	6.50	60.00	40.00	106.50	136.60	+30.10	29
1	-----	2.25	-----	37	2.25	-----	15.00	17.25	91.27	+74.02	63

<sup>27</sup> At \$15 per week.

<sup>40</sup> Employed on harbor craft 6 days per week—in practice not given allowance for maintenance. Wages allow for subsistence ashore.

## Accidents to seamen of the United States

No. of case	Occupation	Age	Wage rate per month	Nature of injury and part of body affected	Days of total disability	Days of treatment received			Days of convalescence
						On ship	In-patient	Out-patient	
<b>PERSONAL AGREEMENT—Continued</b>									
765	Cook.....	37	\$50.00	Bruise, left side.....	28	17		11	
766	Oiler.....	(1)	72.50	Dismemberment, infection, first and second fingers <sup>6</sup> right hand.....	<sup>6</sup> 63		28		35
767	do.....	18	70.00	Laceration, fingers right hand.....	5			5	
768	Fireman.....	42	60.00	Fracture, knee.....	186		51		135
769	Able seaman.....	36	62.50	Bruise, left hip.....	43	1		42	
770	do.....	40	80.00	Bruise, right groin.....	48	6		42	
771	Pantryman.....	(1)	60.00	Hernia, groin.....	37	13	24		
772	Able seaman.....	(1)	62.50	Abrasion, infection, first finger right hand.....	32			16	16
773	Oiler.....	23	67.50	Laceration, hand.....	23	1		20	2
774	Chief steward.....	38	135.00	Hernia, groin.....	50		44	1	5
775	Cook's mate.....	21	40.00	Sprain, little finger right hand.....	8	3		4	1
776	Able seaman.....	38	62.50	Bruise, left leg.....	36	14		16	6
777	First engineer.....	39	170.00	Sprain, left knee.....	13	2	11		
778	Oiler.....	27	72.50	Laceration, left hand.....	16			16	
779	do.....	25	65.00	Fracture, thumb left hand.....	50			50	
780	Junior engineer.....	29	90.00	Hernia, abdomen.....	46	17	29		
781	Able seaman.....	34	62.50	Fracture, left toe.....	18	1	17		
782	Steward.....	22	70.00	Puncture, infection, right foot.....	35	12	4		19
783	Cook's mate.....	21	40.00	Puncture, left foot.....	13	2	11		
784	Boatswain.....	49	65.00	Puncture, infection, thumb left hand.....	124	23		101	
785	Second engineer.....	44	160.00	Fracture, second finger left hand.....	61	15		46	
786	Assistant steward.....	26	45.00	Laceration, infection, finger right hand.....	22	7		15	
787	Able seaman.....	32	55.00	Fracture, left ankle.....	57	5	22	22	8
788	Oiler.....	30	65.00	Laceration, fourth finger right hand.....	14			5	9
789	do.....	30	65.00	Fracture, first finger left hand.....	41			29	12
790	Third engineer.....	(1)	120.00	Dismemberment, second finger left hand.....	<sup>1</sup> 14		14		
791	Able seaman.....	39	55.00	Hernia, abdomen.....	25	22			3
792	do.....	20	55.00	Laceration, finger.....	25	5		20	
793	Second assistant engineer.....	32	135.00	Death from injury, nature not reported.....					
794	Quartermaster.....	38	60.00	Bruise and sprain, ribs and first finger right hand.....	55	19		36	
795	Assistant steward.....	39	45.00	Sprain, thumb right hand.....	18	9		9	
796	Cook.....	34	45.00	Burn, left ankle.....	12	6		6	
797	Ordinary seaman.....	18	40.00	Sprain, left wrist.....	47	16		31	
798	Able seaman.....	18	55.00	Concussion of brain.....	13			13	
799	Pantryman.....	17	60.00	Fracture, second finger left hand.....	111			111	
800	Assistant steward.....	32	45.00	Sprain, left ankle.....	15			15	
801	Cook's mate.....	27	85.00	Hernia, abdomen.....	37	6	25		6
802	Chief mate.....	28	165.00	Bruise, right knee.....	30	2		28	
803	Butcher.....	30	65.00	Laceration, finger.....	<sup>18</sup> 9	9	( <sup>18</sup> )	( <sup>18</sup> )	( <sup>18</sup> )
804	Assistant steward.....	48	55.00	Hernia, abdomen.....	23	5	21		
805	Cook's mate.....	20	40.00	Hydrocele, right testicle.....	16	3		5	8
806	Storekeeper.....	27	65.00	Puncture, infection right hand.....	20	5	7		8
807	Wiper.....	21	50.00	Bruise, great toe.....	6			6	
808	Cook.....	38	75.00	Foreign body in eye.....	78	1	28		49
809	Able seaman.....	39	55.00	Abrasion and bruise, legs.....	64	13		29	22
810	Oiler.....	28	65.00	Laceration, third finger right hand.....	32	13	7	12	
811	Cook.....	26	85.00	Bruise, right heel.....	30	17		7	6
812	Butcher.....	30	85.00	Abrasion, left leg.....	39	24		15	
813	Fireman.....	24	60.00	Burn, left arm and face.....	15	5		10	
814	Cook's mate.....	23	40.00	Bruise, thumb.....	7	7			
815	do.....	32	40.00	Bruise, wrist.....					
816	Stewardess.....	56	45.00	Fracture, left arm.....	65	3	23		39
817	Able seaman.....	30	45.00	Dismemberment, second finger right hand.....	<sup>6</sup> 60			60	
818	do.....	44	55.00	Bruise, fourth finger left hand.....	39	8		3	28
819	Oiler.....	26	65.00	Abrasion, second finger right hand.....	14			14	
820	Butcher.....	55	80.00	Laceration, thumb and third finger.....	52	1		51	
821	Cook.....	54	75.00	Scald, foot.....	32	11		21	
822	Oiler.....	34	67.50	Fracture, thumb.....	33	1		32	
823	do.....	25	65.00	Laceration, second and third fingers right hand.....	55	1		54	
824	Engineer.....	42	180.00	Burn, infection, forearm.....	20			20	
825	Oiler.....	20	65.00	Laceration and fracture, fingers.....	49	1		48	
826	Second engineer.....	31	165.00	Laceration, chest, arms, and sides.....	365		195	170	
827	Wiper.....	28	57.50	Fracture and laceration, first, second, and third fingers right hand.....	91	1	31		59

<sup>1</sup> Not reported.<sup>2</sup> At \$3.50 per day.<sup>3</sup> Partial disability for life.<sup>6</sup> Amputation resulting.<sup>7</sup> Nuisance value.

merchant marine, by individual cases—Continued

Days entitled to—		Amount entitled to as—		Days from injury to settlement	Amount actually paid as—				Possible recovery under compensation act		Days for which compensation was computed
Wages	Maintenance	Wages	Maintenance		Wages	Maintenance	Other settlement	Total compensation	Amount	Compared with actual recovery	
<b>PERSONAL AGREEMENT—Continued</b>											
18	11	\$30.00	\$22.00	28	\$30.00	\$22.00	\$28.00	\$30.00	\$72.87	-\$7.13	10
13	35	31.42	70.00	39	31.42	70.00	1,201.00	1,302.42	1,475.50	+173.08	532
4	5	9.33	10.00	5	9.33	10.00	8.00	27.33	21.86	-5.47	1
7	135	14.00	270.00	99	14.00	270.00	55.00	339.00	696.98	+357.98	179
2	42	4.17	84.00	43	4.17	84.00	128.00	214.17	185.05	-29.12	41
1	42	2.67	84.00	48	2.67	65.00		67.67	215.79	+148.12	47
14		23.00		37	28.00		75.00	103.00	81.06	-21.94	23
1	32	2.08	64.00	32	2.08	67.75		69.83	139.33	+69.50	31
1	22	2.25	44.00	23	2.25	36.00		38.25	100.65	+62.40	22
1	6	4.50	\$ 21.00	50	4.50	\$ 21.00	114.00	139.50	200.50	+61.00	49
4	5	5.33	10.00	8	5.33	10.00	40.00	55.33	22.50	-32.53	4
14	22	29.17	44.00	36	29.17	44.00	36.00	109.17	125.15	+15.98	22
3		17.00		13	17.00		248.91	265.91	52.71	-213.20	10
1	13	2.42	32.00	13	2.42	32.00		57.42	73.16	+15.74	15
14	50	30.33	100.00	50	30.33	100.00	25.00	155.33	217.35	+62.02	36
25		75.00		46	75.00			75.00	137.31	+62.31	21
1		2.08		18	2.03		45.00	47.03	42.25	-4.83	17
12	19	28.00	38.00	35	28.00	38.00		103.00	124.12	+21.12	23
10		13.33		13	13.33		55.67	63.00	18.94	-50.06	3
24	101	52.00	202.00	124	52.00	50.00		102.00	495.71	+393.71	100
16	46	85.33	115.00	61	85.33	117.00		202.33	361.04	+158.71	45
8	15	12.00	30.00	22	12.00	30.00	6.00	43.00	69.70	+21.70	14
14	30	25.67	60.00	57	25.67	60.00	25.33	111.00	180.21	+69.21	43
1	14	2.17	28.00	14	2.17	28.00	17.00	47.17	61.49	+14.32	13
12	41	26.00	82.00	41	26.00	82.00	44.17	152.17	178.10	+25.93	29
14		56.00		14	56.00		100.00	156.00	431.00	+275.00	105
22	3	40.33	6.00	25	40.33	6.00	269.00	315.33	52.93	-262.40	3
6	20	11.00	40.00	25	11.00	40.00		35.00	92.77	+6.77	19
				4			22.50	22.50	7,500.00	+7,477.50	(33)
20	36	40.00	72.00	55	40.00	72.00	28.00	140.00	192.75	+52.75	35
9	9	13.50	18.00	18	13.50	18.00	32.00	63.50	49.31	-14.19	9
6	6	9.00	12.00	12	9.00	12.00	38.00	59.00	32.87	-26.13	6
17	31	22.67	62.00	47	22.67	40.00		62.67	140.73	+78.06	30
7	13	12.83	26.00	13	12.83	26.00	53.00	91.83	52.02	-39.81	6
12	111	24.00	222.00	111	24.00	177.80		201.80	474.41	+272.61	99
1	15	1.50	30.00	15	1.50	30.00	16.20	47.70	59.20	+11.50	14
7	6	19.83	12.00	37	19.83	12.00	63.00	94.83	117.54	+22.71	30
2	28	11.00	\$ 98.00	30	11.00	\$ 98.00	50.50	159.50	209.00	+49.50	28
9		19.50		(1)	19.50	65.00		84.50	19.50	-65.00	
5		9.17		26	9.17			75.00	84.17	-55.34	21
3	13	4.00	26.00	16	4.00	26.00	114.00	144.00	54.29	-89.71	13
5	8	10.83	16.00	20	10.83	16.00	35.00	60.83	63.09	+2.26	15
1	6	1.67	12.00	6	1.67	12.00	22.00	36.67	24.11	-12.56	5
14	49	35.00	98.00	(1)	5.00		150.00	155.00	301.78	+146.78	64
13	51	23.83	102.00	64	23.83	102.00	133.00	238.83	237.96	-25.67	51
20	12	43.33	24.00	32	43.33	24.00	41.00	103.33	96.34	-11.99	12
17	13	48.17	26.00	30	48.17	26.00	24.00	98.17	111.31	+11.14	13
25	15	70.83	30.00	39	70.83	30.00	70.00	170.83	140.83	-30.00	14
6	10	12.00	20.00	185	12.00		100.00	112.00	52.76	-59.24	9
7		9.33		7	9.33		70.00	79.33	9.33	-70.00	
				(1)			725.08	725.08		-25.00	
3	39	4.50	78.00	65	4.50		138.10	192.60	205.17	+12.57	62
2	60	3.00	120.00	60	3.00	120.00	17.00	140.00	538.50	+398.50	210
9	31	16.50	62.00	39	16.50	62.00	13.00	91.50	144.46	+52.96	30
1	14	2.17	28.00	14	2.17	28.00	22.00	52.17	61.59	+9.42	13
1	51	2.67	102.00	52	2.67		120.00	122.67	244.77	+122.10	51
12	21	30.00	42.00	32	30.00	42.00	78.00	150.00	124.74	-25.26	20
2	32	4.50	64.00	33	4.50	64.00	11.00	79.50	145.16	+65.66	31
54	54	117.00	108.00	55	117.00	37.33		154.33	227.42	+73.09	1
1	20	6.00	\$ 70.00	20	6.00	\$ 70.00	13.46	89.46	143.86	+54.40	19
1	48	2.17	96.00	49	2.17	96.00	5.52	103.69	214.19	+110.50	48
102	170	561.00	\$ 595.00	730	5.50		1,150.50	1,156.00	2,095.29	+939.29	263
1	59	1.92	118.00	560	1.92		167.80	169.72	322.68	+152.96	90

<sup>10</sup> At \$2.50 per day.

<sup>11</sup> Amputation of distal phalange.

<sup>12</sup> No record of further disability.

<sup>13</sup> Dependent wife 38 years of age.

## Accidents to seamen of the United States

No. of case	Occupation	Age	Wage rate per month	Nature of injury and part of body affected	Days of total disability	Days of treatment received			Days of convalescence
						On ship	In-patient	Out-patient	
<b>PERSONAL AGREEMENT—Continued</b>									
828	Fireman	23	\$67.50	Hernia, abdomen	66		54		12
829	do.	42	67.50	Burn, infection, left arm	35	30		5	
830	Chief engineer	31	260.00	Death resulting from fractured skull					
831	Messman	56	50.00	Bruise, chest; fracture, twelfth rib left side	18	1	17		
832	Deck engineer	58	80.00	Sprain and laceration, ankle; fracture right fibula	121	2	85		34
833	Fireman	42	65.00	Bruise, infection, leg	79	10	69		
834	Able seaman	45	62.50	Death resulting from internal injuries					
835	Chief cook	47	100.00	Hernia, groin	143		143		
836	Chief mate	41	180.00	Fracture, right leg	247	14	173	33	27
837	Engineer	42	175.00	Dismemberment, great toe, right foot	<sup>5</sup> 150	12	6		132
838	Fireman	38	67.50	Bruise, infection, right hand	58	8	44		6
839	Chief cook	28	90.00	Laceration, first and second fingers left hand; fracture, third finger	<sup>(46)</sup>				
840	Able seaman	20	62.50	Fracture, right arm	125	1	124		
841	Oiler	22	72.50	Fracture, fourth finger <sup>5</sup> left hand	<sup>5</sup> 40	24		1	15
842	Fireman	19	62.50	Burn, infection, face, neck, and hands	34	1	33		
843	Second machinist	40	135.00	Burn, head, face, neck, arms, and hands	49		22	27	
844	Able seaman	26	60.00	Sprain, ankle	28		22		6
845	Master	62	205.00	Death from drowning					
846	Able seaman	22	60.00	Fracture, twelfth dorsal and first lumbar vertebrae; laceration, infection, right leg; bruise, head	Life.		Life.		
847	Second engineer	34	165.00	Fracture, right arm	91		34	57	
848	Third engineer	31	150.00	Fracture, fourth finger left hand	81			81	
849	Pump man	55	90.00	Bruise and burn; infection, right leg	59		4	55	2
850	Wiper	24	57.50	Bruise, hand; fracture, infection, forearm	162	2	149	9	2
851	Cook's mate	39	40.00	Sprain, left knee	131	10	88	26	7
852	Deck hand <sup>40</sup>	(1)	130.00	Fracture, left leg	70		48		22
853	Able seaman	39	65.00	Rupture of drum, right ear	<sup>5</sup> 15			15	
854	Oiler	(9)	70.00	Dismemberment, first and third fingers	<sup>5</sup> 45		20		25
855	Deck hand	56	85.00	Laceration, thumb left hand	15		15		
856	do.	20	121.33	Laceration, right leg; sprain, ankle	14		9		5
857	do.	21	85.00	Abrasion, laceration, left hand	24			24	
858	Fireman	23	75.00	Burn, and scald, face, nose, and eye	11			11	
859	do.	33	90.00	Strain, back	19			18	1
860	Able seaman	49	62.50	Foreign matter in right eye <sup>60</sup>	12	12			
861	First engineer	31	185.00	Death resulting from concussion of brain					
862	Able seaman	49	62.50	Fracture, left leg and right foot	153		95		58
863	Coal passer	41	60.00	Fracture, right wrist	132			126	6
864	Second engineer	27	165.00	Fracture and puncture, left hand	89	12			77
865	Boatswain	38	75.00	Laceration, perineum	82		76		6
866	Scully man	32	50.00	Fracture of skull, abscess of lungs, death resulting	<sup>42</sup> 97	1	96		
867	Third engineer	34	150.00	Bruise and laceration, great toe left foot	26	1		25	
868	Assistant steward	39	50.00	Varicose veins, leg; sprain, knee	45	7	38		
869	Able seaman	32	72.00	Puncture, infection, index finger right hand	<sup>63</sup> 94		26		68
870	Floatman <sup>40</sup>	24	129.48	Dismemberment, right foot	<sup>5</sup> 107		47	21	39
871	First cook	43	90.00	Bruise, side	20	9		11	
872	Third baker	32	65.00	Laceration, perineum	18	2	10		6
873	Boatswain	35	75.00	Bruise, left knee	36	4	30		2
874	Cook	29	60.00	Hernia, left groin	63	11	33		19

<sup>1</sup> Not reported.<sup>2</sup> At \$3.50 per day.<sup>3</sup> Partial disability for life.<sup>4</sup> Amputation resulting.<sup>5</sup> Nuisance value.<sup>6</sup> At \$2.50 per day.<sup>7</sup> At \$3 per day.<sup>8</sup> Amputation of distal phalange.<sup>40</sup> Employed on harbor craft 6 days per week—in practice not given allowance for maintenance. Wages allow for subsistence ashore.<sup>42</sup> Before death.<sup>46</sup> No time lost.<sup>54</sup> Dependent mother 56 years of age.<sup>55</sup> Dependent wife 24 years of age, 1 child 2 years of age.

merchant marine, by individual cases—Continued

Days entitled to—		Amount entitled to as—		Days from injury to settlement	Amount actually paid as—				Possible recovery under compensation act		Days for which compensation was computed
Wages	Maintenance	Wages	Maintenance		Wages	Maintenance	Other settlement	Total compensation	Amount	Compared with actual recovery	
<b>PERSONAL AGREEMENT—Continued</b>											
31	12		\$24.00	106			\$136.96	\$136.96	\$187.21	+\$50.25	66
	5	\$69.75	10.00	91	\$69.75		2.14	71.89	89.64	+17.75	4
				144			1,881.60	1,881.60	5,577.00	+3,695.40	(64)
1		30.00		212	1.67		25.92	27.59	65.48	+37.89	17
121	34	322.67	68.00	295	5.33		225.50	230.83	390.67	+159.84	
11		23.83		275	23.83		142.22	166.05	188.20	+22.15	68
				219			3,008.91	3,008.91	7,500.00	+4,491.09	(65)
86		286.67		330	3.33		302.23	305.56	468.34	+162.78	57
9	60	54.00	<sup>2</sup> 210.00	243	54.00	<sup>2</sup> 210.00	1,097.88	1,361.88	1,114.00	-247.88	238
12	132	70.00	<sup>2</sup> 462.00	163	70.00	485.00	750.00	1,305.00	1,242.71	-62.29	<sup>12</sup> 199
9	6	20.25	12.00	43	20.25		35.00	55.25	153.42	+98.17	49
				40			50.00	75.00		-50.00	
11		22.92		164	22.92		232.05	254.97	292.29	+37.32	114
24	16	58.00	32.00	93	58.00		327.88	385.88	361.20	-24.68	<sup>6</sup> 105
1		2.08		34	2.08		61.86	63.94	80.05	+16.11	33
1	27	4.50	54.00	49	4.50		97.78	102.28	229.93	+127.65	48
1	6	2.00	12.00	224	2.00		49.76	51.76	76.29	+24.53	27
				( <sup>1</sup> )			1,832.04	1,832.04	7,500.00	+5,667.96	(66)
1		2.00		582	2.00		13,581.12	13,583.12	7,502.00	-6,081.12	<sup>67</sup> Life.
1	57	5.50	<sup>2</sup> 199.50	61	5.50		193.34	198.84	526.43	+327.59	90
1	81	5.00	<sup>2</sup> 283.50	( <sup>1</sup> )	5.00		166.67	171.67	574.21	+402.54	80
	55		110.00	961			150.00	150.00	272.08	+122.08	59
2	11	3.83	22.00	162	3.83		310.75	314.58	386.29	+71.71	160
10	33	13.33	66.00	131	13.33	66.00	384.00	463.33	305.43	-157.90	121
1	( <sup>40</sup> )	5.00	( <sup>40</sup> )	70	5.00		230.00	235.00	202.14	-32.86	69
1	15	2.17	30.00	15	2.17	30.00	10.00	42.17	384.11	+341.94	<sup>58</sup> 145.75
1	25	2.33	50.00	45	2.33	50.00	1,550.00	1,602.33	1,908.36	+306.03	<sup>59</sup> 734.55
1		2.83		15	2.83		70.00	72.83	42.83	-30.00	14
1	( <sup>40</sup> )	4.67	( <sup>40</sup> )	14	4.67		115.76	120.43	39.32	-81.11	11
1	24	2.83	48.00	24	2.83	48.00	2.00	52.83	116.54	+63.71	23
1	11	2.50	22.00	11	2.50	22.00	43.00	67.50	50.87	-16.63	10
1	19	3.00	38.00	19	3.00	35.00		38.00	94.41	+56.41	18
12		25.00		66	25.00		<sup>60</sup> 50.00	75.00	25.00	-50.00	
				881			2,959.26	2,959.26	7,500.00	+4,540.74	( <sup>61</sup> )
1	58	2.08	116.00	95	2.08	116.00	359.00	477.08	477.24	+1.16	152
14	132	28.00	264.00	139	28.00	264.00	139.00	431.00	564.24	+133.24	118
12	77	66.00	<sup>11</sup> 231.00	89	66.00	<sup>11</sup> 231.00		297.00	572.00	+275.00	77
1	6	2.50	12.00	155	2.50		171.11	173.61	228.11	+54.50	81
17		28.33		321	3.33		4,308.22	4,311.55	<sup>62</sup> 3,945.30	-366.25	<sup>62</sup> 80
1	25	5.00	<sup>2</sup> 87.50	25	5.00	<sup>2</sup> 87.50	5.50	98.00	181.79	+83.79	25
7		11.67		86	11.67		64.79	76.46	90.98	+14.52	38
	68	( <sup>64</sup> )	136.00	63	( <sup>64</sup> )		181.29	181.29	395.45	+214.16	<sup>63</sup> 94
	( <sup>40</sup> )		( <sup>40</sup> )	62			2,600.00	2,600.00	4,083.60	+1,483.60	<sup>61</sup> 1,435
9	11	27.00	22.00	20	27.00	22.00		49.00	81.64	+32.64	11
3	6	6.50	12.00	18	6.50	12.00		18.50	54.76	+36.26	15
5	2	12.50	4.00	( <sup>1</sup> )	10.00	46.00		56.00	98.25	+42.25	31
11	19	22.00	<sup>10</sup> 47.50	58	22.00	25.00		47.00	189.47	+142.47	52

<sup>56</sup> Dependent wife 51 years of age.  
<sup>57</sup> Complete transverse myelitis of the lower dorsal region.  
<sup>58</sup> 40 per cent loss of hearing in the right ear.  
<sup>59</sup> 43 per cent loss of use of hand.  
<sup>60</sup> Resulting in loss of false teeth overboard; given \$50 for new ones.  
<sup>61</sup> Dependent wife 31 years of age, 1 child 6 years of age.

<sup>62</sup> Dependent wife 33 years of age, children 12, 10, 7, and 3 years of age. Includes \$166.97 compensation for 80 days' temporary total disability before death; 50 per cent of compensation payable, nonresident alien beneficiary.  
<sup>63</sup> 5 per cent partial disability for 138 days.  
<sup>64</sup> Not including \$505.68 wages earned during 138 days of partial disability.

## Accidents to seamen of the United States

No. of case	Occupation	Age	Wage rate per month	Nature of injury and part of body affected	Days of total disability	Days of treatment received			Days of convalescence
						On ship	In-patient	Out-patient	
<b>NO CLAIM FILED</b>									
1	Wireless operator	27	\$110.00	Fracture, left leg	47	16	9	20	2
2	Second engineer	53	135.00	Laceration, second finger <sup>1</sup>	19 9	9	(18)	(18)	(18)
3	Carpenter	43	80.00	Fracture, leg	75	1	74		
4	Purser	22	100.00	Osteomyelitis, right shin	127	5	83		39
5	Ordinary seaman	23	47.50	Laceration, hand	8	1	7		
6	Fireman	42	67.50	Dismemberment, left arm	<sup>2</sup> 112	10	102		
7	Oiler	(1)	72.50	Strain, left lumbar region	20			20	
8	Master	46	285.00	Strain, groin	62		19	1	42
9	Able seaman	40	62.50	Laceration, infection, right shin	57		57		
10	Messman	20	42.00	Laceration, left knee	27	1	20		6
11	Able seaman	19	62.50	Fracture, lower femur and radius	116		114	2	
12	Ordinary seaman	21	47.50	Bruise, left knee	31	9	22		
13	Second cook	35	30.00	Bruise, left shoulder	8		8		
14	Able seaman	18	62.50	Bruise, infection, second finger	11	1		10	
15	Second baker	19	30.00	Laceration, second finger left hand	13	1	6	6	
16	Donkey man	40	65.00	Laceration, wrist and shoulder	55		55		
17	Coal passer	25	50.00	Laceration, infection, hand	82	8	10		64
18	Able seaman	(1)	62.50	Foreign matter in eye	15		15		
19	Mess boy	64	42.00	Abrasion, infection, leg and shin	22		22		
20	Able seaman	20	40.00	Abrasion, infection, left hip	20	6	14		
21	do	27	62.50	Strain, back	38		38		
22	First engineer	30	185.00	Dismemberment, second finger, right hand	<sup>3</sup> 28		22		6
23	Able seaman	40	55.00	Sprain, ankle	6			1	5
24	do	39	62.50	Abrasion, infection, left foot	15	2	13		
25	End man	22	40.00	Bruise, infection, foot	42		42		

## AGREEMENT BY ATTORNEY

1	Wiper	19	\$57.50	Fracture, left arm	63	1	48	14	
2	Ordinary seaman	26	47.50	Sprain, wrist; abrasion, bruise, forehead	32	1		2	29
3	Able seaman	42	62.50	Bruise, right ankle	28	28			
4	Fireman	25	67.50	Strain, left leg	123		123		
5	Assistant cook	29	80.00	Bruise, left foot	<sup>6</sup> 69	18	(65)	35	(65)
6	Able seaman	(1)	55.00	Strain and bruise, arms and back	<sup>9</sup> 6	6	(9)	(9)	(9)
7	do	26	62.50	Abrasion, bruise, and laceration, left hand and ear <sup>6</sup>	<sup>5</sup> 12		12		
8	Mess boy	22	35.00	Fracture and strain, right ankle <sup>44</sup>	<sup>5</sup> 276	11	265		
9	Fireman	23	50.00	Laceration, right knee cap	96	9		32	55
10	Carpenter	43	70.00	Fracture, right shoulder	90		21	60	9
11	Second cook	31	70.00	Fracture, vertebra	665	28	187	1	449
12	Water tender	(1)	65.00	Strain, groin	62	9	28		25
13	Wiper	24	50.00	Sprain, right ankle	27	4		23	
14	Water tender	21	65.00	Bruise, groin	83	23			37
15	Able seaman	20	62.50	Foreign matter in eye	62	10		52	
16	Junior engineer	38	115.00	Fracture, right hand	70	33	3		34
17	Able seaman	36	50.00	Bruise, infection, arm	24	5	19		
18	Wiper	18	50.00	Fracture, left foot	55	20	28		7
19	Able seaman	31	55.00	Foreign matter in eye	32	2		30	
20	do	33	47.50	Bruise, left hand	15	7			8
21	Wiper	21	57.50	Bruise right leg; hernia, right groin	42		42		
22	Oiler	55	72.50	Fracture, jaw; bruise left eye <sup>65</sup>	<sup>5</sup> 61	11	14		36
23	Able seaman	(1)	62.50	Burn, knees	579	6	531	42	82
24	Coal passer	27	60.00	Bruise, laceration, left hand	<sup>97</sup>	9		43	
25	Chief mate	41	180.00	Bruise, laceration, first <sup>4</sup> and second fingers right hand	<sup>5</sup> 53		10	43	
26	Deck boy	24	25.00	Foreign matter in right eye, infection	93			93	
27	Able seaman	21	62.50	Hernia, groin	50		20		30
28	Second cook	(1)	85.00	Abrasion, infection, first finger right hand					
29	Able seaman	28	62.50	Fracture, puncture, infection, right leg <sup>66</sup>	<sup>5</sup> 202		166	36	
30	do	23	55.00	Laceration, infection, right leg					
31	do	29	62.50	Laceration, right ear	19	7		11	1

<sup>1</sup> Not reported.<sup>2</sup> At \$3.50 per day.<sup>3</sup> Partial disability for life.<sup>4</sup> Amputation resulting.<sup>5</sup> Nuisance value.<sup>6</sup> Alleged further disability could not be verified.<sup>7</sup> No record of further disability.

merchant marine, by individual cases—Continued

Days entit- ed to—		Amount entit- led to as—		Days from in- jury to settle- ment	Amount actually paid as—				Possible recovery un- der compensation act		Days for which compen- sation was com- puted
Wages	Main- tenance	Wages	Main- tenance		Wages	Main- tenance	Other settle- ment	Total compen- sation	Amount	Compared with actual recovery	
<b>NO CLAIM FILED</b>											
26	22	\$95.33	\$44.00	25	\$3.67	-----	-----	\$3.67	\$210.88	+\$207.21	21
9	-----	40.50	-----	8	40.50	-----	-----	40.50	790.50	+750.00	210
1	-----	2.67	-----	-----	2.67	-----	-----	2.67	205.96	+203.29	74
99	39	330.00	78.00	5	20.00	-----	-----	20.00	497.24	+477.24	28
6	-----	9.50	-----	-----	1.58	-----	-----	1.58	13.67	+11.99	2
29	-----	65.25	-----	-----	2.25	-----	-----	2.25	5,465.97	+5,463.72	2,184
-----	20	-----	40.00	-----	-----	-----	-----	-----	91.66	-91.66	20
-----	43	-----	150.50	-----	-----	-----	-----	-----	371.93	+371.93	62
57	-----	118.75	-----	-----	2.08	-----	-----	2.08	118.75	+116.67	-----
27	6	37.80	12.00	1	2.80	-----	-----	2.80	49.80	-47.00	-----
1	2	2.08	4.00	-----	2.08	-----	-----	2.08	277.81	+275.73	115
21	-----	33.25	-----	4	7.92	-----	-----	7.92	53.58	+45.66	10
1	-----	2.67	-----	-----	2.67	-----	-----	2.67	21.90	+19.23	7
1	10	2.08	20.00	-----	2.08	-----	-----	2.08	45.71	+43.63	10
1	6	2.67	12.00	-----	2.67	-----	-----	2.67	47.64	+44.97	12
8	-----	17.33	-----	7	17.33	-----	-----	17.33	130.94	+113.61	47
8	64	13.33	128.00	7	13.33	-----	-----	13.33	295.78	+282.45	74
-----	-----	-----	-----	-----	-----	-----	-----	-----	35.44	+35.44	16
22	-----	30.80	-----	-----	-----	-----	-----	-----	30.80	+30.80	-----
9	-----	12.00	-----	6	9.33	-----	-----	9.33	32.55	-23.22	11
1	-----	2.08	-----	38	2.03	-----	-----	2.08	89.51	+87.43	37
23	6	141.83	21.00	-----	6.16	-----	-----	6.16	912.83	+906.67	210
6	6	11.00	12.00	-----	1.83	-----	-----	1.83	23.00	+21.17	-----
13	-----	27.08	-----	2	6.25	-----	-----	6.25	31.81	+25.56	2
1	-----	1.33	-----	31	1.33	-----	-----	1.33	77.94	+76.61	41

AGREEMENT BY ATTORNEY

18	14	\$34.50	\$28.00	348	\$3.83	-----	\$900.00	\$903.83	\$163.87	-\$739.96	45
2	31	3.17	62.00	34	3.17	\$42.00	-----	45.17	126.16	-80.99	30
28	-----	58.33	-----	104	58.33	-----	72.92	131.25	58.33	-72.92	-----
3	-----	6.75	-----	155	6.75	-----	400.00	406.75	303.49	-103.26	120
10	35	48.00	70.00	229	48.00	-----	150.00	198.00	258.10	+60.10	51
6	-----	11.00	-----	787	11.00	-----	7,225.00	236.00	11.00	-225.00	-----
12	-----	25.00	-----	50	2.08	-----	2,000.00	2,002.08	852.00	-1,150.08	350
6	-----	7.00	-----	280	7.00	-----	2,000.00	2,007.00	729.77	-1,277.23	411
9	87	15.00	174.00	1,284	15.00	-----	500.00	515.00	370.58	-144.42	87
10	69	23.33	138.00	365	2.33	-----	400.00	402.33	363.50	-38.83	80
114	450	266.00	900.00	287	266.00	900.00	2,404.00	3,570.00	2,558.46	-1,011.54	551
10	25	21.67	50.00	190	21.67	-----	100.00	121.67	197.36	+75.69	52
27	23	45.00	46.00	75	6.67	-----	75.00	81.67	91.00	+9.33	-----
49	37	106.17	74.00	148	52.00	-----	200.00	252.00	262.35	+10.35	34
47	52	97.92	104.00	276	22.92	-----	125.00	147.92	237.36	+89.44	15
34	34	130.33	119.00	489	130.33	-----	175.00	305.33	375.90	+70.57	36
5	-----	8.33	-----	49	8.33	-----	50.00	58.33	47.99	-10.34	19
21	7	35.00	14.00	679	35.00	-----	125.00	160.00	119.96	-40.04	34
12	30	22.00	60.00	297	3.67	-----	250.00	253.67	125.97	-127.70	20
15	8	25.00	16.00	1,229	25.00	-----	30.00	55.00	41.00	-14.00	-----
1	-----	1.92	-----	134	1.92	-----	125.00	126.92	94.29	-32.63	-----
11	36	26.58	72.00	133	26.58	-----	200.00	226.58	2,991.38	+2,764.80	1,120
6	42	12.50	84.00	826	12.50	-----	200.00	212.50	1,450.42	+1,237.92	573
9	88	18.00	176.00	211	18.00	-----	125.00	143.00	397.05	+254.03	88
-----	43	150.50	-----	4	150.50	-----	500.00	650.50	1,300.50	+650.00	322
-----	93	-----	186.00	143	-----	-----	225.00	225.00	329.09	+104.09	93
-----	30	-----	60.00	76	-----	60.00	-----	60.00	178.14	+118.14	50
-----	-----	-----	-----	101	-----	-----	75.00	75.00	-----	-75.00	-----
-----	36	-----	72.00	230	-----	5,000.00	5,000.00	5,000.00	1,659.84	-3,340.16	672
8	12	16.67	24.00	296	12.67	24.00	75.00	75.00	66.66	-75.00	-----
-----	-----	-----	-----	12	16.67	24.00	31.00	71.67	66.66	-5.01	11

<sup>35</sup> Amputation of two phalanges.  
<sup>36</sup> 25 per cent loss of use.  
<sup>37</sup> No record of events from time he left the ship until admission to hospital (16 days).  
<sup>38</sup> Loss of hearing in 1 ear.  
<sup>39</sup> 25 per cent permanent total disability.  
<sup>40</sup> Loss of sight in 1 eye.  
<sup>41</sup> 33½ per cent loss of use.

## Accidents to seamen of the United States

No. of case	Occupation	Age	Wage rate per month	Nature of injury and part of body affected	Days of total disability	Days of treatment received			Days of convalescence
						On ship	In-patient	Out-patient	
<b>AGREEMENT BY ATTORNEY—Continued</b>									
32	Messman	38	\$45.00	Burn, back	36	11	14		11
33	Wiper	29	57.50	Scald, chest, back, head, arms	55		28		27
34	Second cook	39	75.00	Dislocation, right shoulder	62	27	15		6
35	Messman	22	50.00	Laceration, right hand	20			20	
36	Second engineer	36	140.00	Death from explosion					
37	Ordinary seaman	20	40.00	Fracture, nose	113		110		3
38	Messman	56	45.00	Laceration, thumb + right hand	<sup>1</sup> 49	9			40
39	Able seaman	29	62.50	Sprain, back	119	10	39	21	49
40	Quartermaster	34	70.00	Laceration, left hand	26	5			
41	Able seaman	38	55.00	Laceration, fracture, ankle	396	27	31	152	186
42	Fireman	36	57.50	Hernia, left inguinal	83	1	28		44
43	Waiter	46	45.00	do	93	17	20		56
44	Fireman	46	70.00	Rupture, ear drum	<sup>19</sup> 48	8		40	( <sup>18</sup> )
45	Able seaman	23	62.50	Fracture rib right side, heel; bruise, left hip, chest, chin	136	1	28	16	91
46	Messman	19	47.50	Hernia, groin	75		75		
47	Wiper	19	57.50	Fracture, clavicle	28	1		2	25
48	Able seaman	( <sup>1</sup> )	62.50	Bruise and laceration, arms	67	6		61	
49	Chief cook	34	90.00	Burn, left hand	38	1		37	
50	Messman	18	42.00	Strain, groin	108	3	12		93
51	Able seaman	23	62.50	Bruise, laceration, heel	118	16	58	30	14
52	do	( <sup>1</sup> )	62.50	Bruise, laceration, left forehead	15		1		14
53	Oiler	45	72.50	Scald, right leg	<sup>9</sup> 8	8	( <sup>9</sup> )	( <sup>9</sup> )	( <sup>9</sup> )
54	Fireman	24	67.50	Burns, abscess, infection, hands	34	4	30		
55	Dishwasher	21	42.00	Hernia, right side	71		38	5	28
56	Messman	22	55.00	Bruise, right eye; laceration, scalp	38	8	30		
57	Able seaman	23	62.50	Bruise and sprain, body	14				14
58	do	29	62.50	Bruise, laceration, right shin	72	1	70	1	
59	do	24	60.00	Fracture right tibia; bruise, right hip	59		57		2
60	do	24	60.00	Laceration, hand; crushed astragalus, ankle	<sup>1</sup> 332	1	90	56	185
61	do	26	62.50	Fracture, pelvis	152		70	65	17
62	Messman	19	42.00	Puncture, left eye <sup>10</sup>	<sup>1</sup> 42		42		
63	Cook	( <sup>1</sup> )	85.00	Puncture, infection, first finger left hand	8			8	
64	Water tender	43	65.00	Burn, right arm and neck	88		20		68
65	Fireman	45	57.50	Hernia, right groin	<sup>9</sup> 6	6	( <sup>9</sup> )	( <sup>9</sup> )	( <sup>9</sup> )
66	Second engineer	42	130.00	Hernia, abdomen	57	12	15		30
67	Able seaman	35	62.50	Puncture, infection, eye	141		39	102	
68	do	28	55.00	Fracture, left ankle; laceration, eyebrow	151	5	86		60
69	Fireman	36	67.50	Bruise, infection, second finger right hand	71			23	48
70	Oiler	37	65.00	Bruise, foot	38	1	13		24
71	Boatswain	32	65.00	Bruise and sprain, back	92	20	31	41	
72	Second engineer	26	140.00	Bruise, infection, right leg	97	2	10	3	82
73	Oiler	27	72.50	Bruise, laceration, fracture, third finger left hand	31	4	19	8	
74	Able seaman	23	65.00	Bruise, head	3	3			
75	Carpenter	34	70.00	Dislocation, right shoulder	91	3		7	81
76	Ordinary seaman	19	47.50	Foreign body in eye; infection	69	8	47	14	
77	Storekeeper	19	70.00	Sprain, ankle	125	25	6		94
78	Fireman	22	65.00	Fracture, left wrist; laceration, ankle; bruise, forehead	132	3	108		21
79	Third engineer	28	150.00	Fracture, skull; bruise, shoulder	57		36	21	
80	Second mate	45	145.00	Fracture, back, seventh rib left side	66	4		62	

<sup>1</sup> Not reported.<sup>2</sup> At \$3.50 per day.<sup>3</sup> Permanent loss of use.<sup>4</sup> Partial disability for life.<sup>7</sup> Nuisance value.<sup>9</sup> Alleged further disability could not be verified.<sup>10</sup> At \$2.50 per day.<sup>11</sup> At \$3 per day.<sup>12</sup> No record of further disability.<sup>16</sup> At \$12.50 per week.

merchant marine, by individual cases—Continued

Days entitled to—		Amount entitled to as—		Days from injury to settlement	Amount actually paid as—				Possible recovery under compensation act		Days for which compensation was computed
Wages	Maintenance	Wages	Maintenance		Wages	Maintenance	Other settlement	Total compensation	Amount	Compared with actual recovery	
<b>AGREEMENT BY ATTORNEY—Continued</b>											
11	11	\$16.50	\$22.00	84	\$16.50		\$75.00	\$91.50	\$87.96	-\$3.54	25
7	27	13.42	54.00	41	13.42		164.50	231.92	175.56	-56.36	43
28	20	70.00	40.00	719	70.00	\$54.00	25.00	95.00	199.66	+104.66	34
1	20	1.67	40.00	100	1.67		40.00	41.67	81.33	+39.66	19
				171			4,500.00	4,500.00	4,761.41	+261.41	(70)
8	3	10.67	6.00	113	10.67		134.66	151.33	212.87	+71.54	105
9	40	13.50	80.00	620	13.50	6.00	175.00	188.50	1,132.25	+943.75	4 525
34	70	70.83	1210.00	231	22.92		250.00	272.92	481.67	+208.75	85
5	21	11.67	37.50	37	11.67		50.00	61.67	102.24	+40.57	21
28	338	51.33	676.00	674	51.33		1,250.00	1,391.33	1,536.40	+235.07	368
2	44	3.83	10110.00	386	3.83		105.00	108.83	296.31	+187.48	81
17	56	25.50	20100.00	117	25.50		125.00	150.50	275.87	+125.37	76
13	15 40	30.33	80.00	152	30.33		250.00	280.33	198.78	-81.55	35
2	107	4.17	214.00	136	4.17	183.00		187.17	534.79	+347.62	134
				110			146.00	146.00	152.46	+6.46	75
1	27	1.92	54.00	28	1.92		71 50.00	51.92	116.75	+64.83	27
6	61	12.50	122.00	169	12.50		350.00	362.50	278.63	-83.87	61
1	37	3.00	74.00	348	3.00		40.00	43.00	186.78	+143.78	37
4	93	5.60	186.00	259	5.60		150.00	155.60	390.54	+234.94	104
1	44	2.08	88.00	225	2.08		425.00	427.08	366.53	-60.55	117
1	14	2.08	28.00	44	2.08		75.00	77.08	63.16	-13.92	14
8		19.33		136	19.33		7 125.00	144.33	19.33	-125.00	
5		11.25		133	11.25		100.00	111.25	82.96	-28.29	29
1	33	1.40	66.00	59	1.40	66.00	74.00	141.40	201.30	+59.90	70
38		69.67		124	16.50		100.00	116.50	69.67	-46.83	
	14		28.00	73			50.00	50.00	61.08	+11.08	14
37	1	77.08	2.00	123	2.08		75.00	77.08	161.78	+84.70	35
1	2	2.00	4.00	188	2.00		1,000.00	1,002.00	139.81	-862.19	58
				150	2.00		4,500.00	4,502.00	3,602.51	-899.49	(70)
1	82	2.08	164.00	323	2.08		1,100.00	1,102.08	522.87	-579.21	151
42		58.80		61	1.40		2,000.00	2,001.40	2,201.20	+199.80	65 1,120
	8		16.00	179			35.00	35.00	38.86	+3.86	8
1	68	2.17	136.00	363	2.17		250.00	252.17	348.46	+96.29	87
6		11.50		31	11.50		7 50.00	61.50	11.50	-50.00	
42	30	182.00	105.00	37	169.33			169.33	340.57	+171.24	15
	102		204.00	295			250.00	250.00	537.16	+287.16	141
6	60	11.00	120.00	89	11.00	120.00	40.00	171.00	449.79	+278.79	145
	71		142.00	66		70.00		70.00	317.57	+247.57	71
1	24	2.17	48.00	120	2.17		250.00	252.17	139.60	-112.57	37
16	41	34.67	82.00	203	2.17		250.00	252.17	300.37	+48.20	76
2	85	9.33	297.50	134	9.33		635.00	644.33	646.12	+1.79	95
4	8	9.67	16.00	72	9.67		100.00	109.67	95.41	-14.26	27
3		6.50		84			7 30.00	7 30.00	6.50	-23.50	
10	88	23.33	176.00	1,136	23.33		125.00	148.33	404.03	+255.70	81
8	14	12.67	28.00	75	12.67		50.00	62.67	164.67	+102.00	61
26	94	60.67	188.00	36	60.67	188.00	12.00	260.67	498.86	+238.19	99
4	21	8.67	42.00	118	8.67	42.00	158.00	208.67	360.06	+151.39	128
1	21	5.00	42.00	146	5.00		73 292.18	73 297.18	247.00	-50.18	56
13	62	62.83	217.00	51	62.83	217.00	144.34	424.17	469.12	+44.95	53

<sup>68</sup> Loss of sight in 1 eye.  
<sup>70</sup> Dependent father 61 years of age, sister 30 years of age.  
<sup>71</sup> Net amount.  
<sup>72</sup> 20 per cent permanent total disability.  
<sup>73</sup> Settlement, \$302.18. The sum of \$10 earned wages unclaimed by the seamen deducted.

## Accidents to seamen of the United States

No. of case	Occupation	Age	Wage rate per month	Nature of injury and part of body affected	Days of total disability	Days of treatment received			Days of convalescence
						On ship	In-patient	Out-patient	
<b>ACTION COMPROMISED</b>									
1	Chief mate	49	\$250.00	Fracture, infection, leg <sup>7</sup> and arm	<sup>5</sup> 63	10	52		
2	Ordinary seaman	30	47.50	Nervous shock, abdomen	90		75		15
3	Fireman	25	67.50	Fracture, fourth, fifth, and sixth ribs left side	102	61	19	1	21
4	Mess boy	22	42.00	Pneumonia, pleurisy <sup>8</sup>	209	2	160		47
5	Messman	22	42.00	Fracture, left foot	64		33		31
6	Able seaman	36	55.00	Sprain, left wrist; strain, abdomen	<sup>9</sup> 2	2	( <sup>9</sup> )	( <sup>9</sup> )	( <sup>9</sup> )
7	do	29	55.00	Fracture, left leg	159		(1)	(1)	(1)
8	Carpenter	30	70.00	Bruise, laceration, infection, fracture, dismemberment, left lower leg and foot. <sup>6</sup>	<sup>5</sup> 492	11	319		162
9	Oiler	23	72.50	Dismemberment, thumb right hand	<sup>5</sup> 65				65
10	Chief cook	35	110.00	Opening of old wound in leg; infection.	22	12		10	
11	Oiler	23	72.50	Bruise, thumb right hand	10	4			1
12	Able seaman	21	62.50	Crushed, left hand	55	1		54	5
13	Wiper	36	57.50	Hernia, side	136	9	31	7	89
14	Messman	25	40.00	Fracture, right wrist	221	17	18		186
15	Ordinary seaman	21	40.00	Sprain, strain, bruise, right foot	73		12		61
16	do	24	40.00	Abrasion over right eye; <sup>10</sup> sprain, wrist; bruise, knee.	<sup>6</sup> 62	2	43		17
17	Quartermaster	24	60.00	Rupture, right side	116	12	74	6	24
18	Able seaman	21	55.00	Laceration, left leg	195		195		
19	Boatswain	46	65.00	Foreign matter in eye; infection	153	8		15	130
20	Able seaman	(1)	62.50	Bruise, arm	3		3		
21	Fireman	25	65.00	Bruise, great toe, left foot	8	14		75	
22	Able seaman	31	62.50	Burn, face, chest, and hands	83	20	63		
23	Second engineer	42	105.00	Foreign matter in right eye <sup>11</sup>	<sup>5</sup> 73	12		57	4
24	Fireman	24	65.00	Bruise and laceration, first finger left hand.	93	6	17	35	35
25	Oiler	48	65.00	Sprain, both ankles	69	8	15		46
26	Mess boy	22	42.00	Bruise, infection, first finger right hand.	94		42	10	<sup>70</sup> 42
27	Fireman	33	65.00	Fracture, rib right side	89	80		9	
28	Able seaman	25	55.00	Bruise, left leg, hip, heel	31	12	19		
29	Fireman	37	57.50	Sprain and strain, right hand	44	4		37	3
30	Wiper	23	50.00	Laceration, second finger right hand	54		14		40
31	Oiler	23	65.00	Bruise, fracture, second finger <sup>74</sup> left hand	<sup>5</sup> 44		14		
32	Second engineer	40	135.00	Sprain, bruise, infection, left leg	106	12	47	47	
33	Mess boy	(1)	37.50	Burn, face	16	16			
34	Able seaman	23	47.50	Contusion, fourth finger <sup>5</sup> right hand	<sup>5</sup> 151		83	68	
35	Ordinary seaman	23	40.00	Laceration, ear	27	27			
36	Deck boy	19	25.00	Fracture, bruise, toe right foot	13	7	6		
37	Ordinary seaman	20	47.50	Thrombosis, leg; hernia, groin	265	31	232		2
38	Chief steward	45	120.00	Compound fracture, left knee cap	91		89	2	
39	Able seaman	42	62.50	Fracture, left foot	94		94		
40	Wiper	(1)	45.00	Dislodgment, kidney	<sup>18</sup> 358	50	299	9	( <sup>18</sup> ) 5
41	Messman	20	40.00	Fracture, right elbow	56			1	55
42	(1)	38	85.00	Fracture skull, death resulting					
43	Able seaman	41	55.00	Bruise, infection, second finger right hand.	63			63	
44	Wiper	30	57.50	Fracture, knee cap	99	1		98	
45	Ordinary seaman	20	47.50	Laceration, right forearm	31		28	3	
46	Fisherman	49	350.00	Drowned in collision					
47	do	31	350.00	do					
48	Oiler	27	72.50	Fracture, third metacarpal right hand.	30		30		
49	Mess boy	23	42.00	Bruise, right knee; sprain, left ankle	10	1	9		
50	Coal passer	17	60.00	Scald, face and eye	22		17		5
51	Mess boy	33	42.00	Sprain, strain, left side	119	34	65		20
52	Ordinary seaman	28	57.50	Bruise; endarteritis obliterans; infection all extremities.	Life.	28	1463	39	<sup>83</sup> 870

<sup>1</sup> Not reported.<sup>2</sup> At \$3.50 per day.<sup>3</sup> Partial disability for life.<sup>4</sup> Amputation resulting.<sup>5</sup> Nuisance value.<sup>6</sup> Occupational disease.<sup>7</sup> Alleged further disability could not be verified.<sup>12</sup> Amputation of distal phalange.<sup>13</sup> No record of further disability.<sup>14</sup> 90 per cent loss of vision.<sup>15</sup> Voucher for this amount still unclaimed.<sup>16</sup> Dependent wife 38 years of age.<sup>17</sup> 50 per cent loss of use.

merchant marine, by individual cases—Continued

Days entitled to—		Amount entitled to as—		Days from injury to settlement	Amount actually paid as—				Possible recovery under compensation act		Days for which compensation was computed
Wages	Maintenance	Wages	Maintenance		Wages	Maintenance	Other settlement	Total compensation	Amount	Compared with actual recovery	
<b>ACTION COMPROMISED</b>											
51		\$425.00		1,202	\$83.33		\$4,000.00	\$4,083.33	\$4,025.00	-\$58.33	74,1,008
66	15	104.50	\$30.00	89	104.50	\$24.83	129.33	183.29	183.29	+53.96	24
68	22	153.00	44.00	157	137.25		5,000.00	5,137.25	281.08	-4,856.17	34
27	47	37.80	94.00	801	2.80		175.00	177.80	479.94	+302.14	182
1	31	1.40	62.00	290	1.40		500.00	501.40	183.91	-317.49	63
2		3.67		463	3.67		7,300.00	303.67	3.67	-300.00	
44	(1)	80.67	(1)	471	1.83		8,750.00	8,751.83	333.51	-8,418.32	115
119	162	277.67	324.00	1,142	28.00		15,000.00	15,028.00	4,905.39	-10,122.61	61,703
	65		130.00	1,149			150.00	150.00	808.00	+658.00	12 262½
22	10	80.67	20.00	31	40.33		75.00	115.33	100.67	-14.66	
4	6	9.67	12.00	1,149	9.67	12.00	150.00	171.67	37.17	-134.50	6
2	54	4.17	108.00	495	2.08		300.00	302.08	237.40	-64.68	53
9	96	17.25	192.00	256	17.25		100.00	117.25	495.36	+378.11	127
18	186	24.00	372.00	455	24.00		300.00	324.00	775.32	+451.32	203
1	61	1.33	122.00	607	1.33		150.00	151.33	257.87	+106.54	72
62	17	82.67	34.00	1,044	4.00		2,500.00	2,504.00	2,732.67	+232.67	71,1,400
34	30	68.00	60.00	122	38.00		1,250.00	1,288.00	317.19	-970.81	82
34		62.33		68	62.33		439.50	501.83	416.30	-85.53	161
50	145	108.33	290.00	85	108.33	290.00	171.17	569.50	647.30	+77.80	103
3		6.25		155	2.08		75.00	77.08	6.25	-70.83	
15	75	32.50	150.00	459	32.50		300.00	332.50	361.37	+28.87	74
20		41.67		1,125	41.67		3,500.00	3,541.67	190.53	-3,351.14	63
48	61	264.00	213.50	695	264.00		432.00	477.50	4,477.50	+3,781.50	23,1,120
6	70	13.00	140.00	395	13.00		500.00	513.00	363.29	-149.71	87
9	46	19.50	92.00	124	19.50		500.00	519.50	256.53	-262.97	60
20	10	28.00	20.00	109	1.40		95.00	96.40	189.55	+93.15	74
81	9	175.50	18.00	375	175.50		100.00	275.50	212.84	-62.66	19
12		22.00		352	22.00		1,000.00	1,022.00	63.77	-958.23	19
5	40	9.58	80.00	276	9.58		200.00	209.58	177.44	-32.14	39
34	40	56.67	80.00	347	1.67		200.00	201.67	178.43	-23.26	20
1		2.17		656			300.00	300.00	255.97	-44.03	74 105
13	47	58.50	7211.50	144	58.50		300.00	358.50	602.14	+243.64	93
16		20.00		63	20.00		100.00	120.00	20.00	-100.00	
46	68	72.83	136.00	1,315	1.58		222.08	223.66	615.40	+391.74	* 200
27		36.00		995	36.00		100.00	136.00	36.00	-100.00	
7		5.83		520	5.83		250.00	255.83	15.06	-240.77	6
31	2	49.08	4.00	2,054	49.08		250.00	299.08	528.77	+229.69	234
4	2	16.00	* 7.00	80	16.00	7.00	831.00	854.00	333.71	-520.29	87
1		2.08		486	2.08		1,450.00	1,452.08	221.83	-1,230.25	93
1	9	1.50	18.00	323	1.50	18.00	233.15	252.65	725.85	+473.20	357
2	56	2.67	112.00	57	2.67		100.00	102.67	215.57	+112.90	54
				764			3,000.00	3,000.00	537,500.00	+4,500.00	(84)
1	63	1.83	126.00	670	1.83		200.00	201.83	264.14	+62.31	62
98	98	187.33	196.00	141	1.92		350.00	351.92	386.08	+34.16	1
1	3	1.58	6.00	218	1.58		300.00	301.58	68.57	-233.01	30
				491			10,500.00	10,500.00	794,910.50	-5,589.50	(79)
				491			12,500.00	12,500.00	807,500.00	-5,000.00	(80)
1		2.42		474	2.42		60.00	62.42	77.32	+14.90	29
5		7.00		231			81 111.20	111.20	16.56	-94.64	5
1	5	2.00	10.00	51	2.00		32.00	34.00	60.45	+26.45	21
39	20	54.60	40.00	277	47.60		150.00	197.60	247.63	+50.03	80
66	909	126.50	1,818.00	1,736	24.92		750.00	774.92	890,444.50	+8,669.58	(83)

<sup>73</sup> Total deafness.

<sup>76</sup> Expense of United States consul.

<sup>78</sup> At \$4.50 per day.

<sup>79</sup> Dependent children 17, 15, 13, and 7 years of age.

<sup>80</sup> Dependent wife 26 years of age, one child 5 years of age.

<sup>81</sup> Settlement, \$150. The sum of \$38.80, earned wages refused by the seaman upon leaving the ship, was deducted.

<sup>82</sup> To date.

<sup>83</sup> Permanent total disability. Compensation not to exceed \$7,500.

## Accidents to seamen of the United States

No. of case	Occupation	Age	Wage rate per month	Nature of injury and part of body affected	Days of total disability	Days of treatment received			Days of convalescence
						On ship	In-patient	Out-patient	
<b>ACTION COMPROMISED—Continued</b>									
53	Deck boy	19	\$25.00	Fracture, skull	95	10	77	1	7
54	Able seaman	(1)	62.50	Sprain, ankle	19	10	9		
55	Ordinary seaman	(1)	47.50	Incomplete fracture, second lumbar vertebra and right ilium.	40	3	5	32	
56	Oiler	50	72.50	Abrasion, right leg; bruise, left arm	18	4	9		5
57	Able seaman	32	55.00	Bruise and laceration, leg	30	12	18		
58	Water tender	29	72.50	Bruise, left leg	70	3	67		
59	Fireman	30	57.50	Fracture, two ribs, right side	91		22		69
60	Second mate <sup>84</sup>	(1)	165.00	Bruise, knee	172	2		170	
61	Able seaman	42	55.00	Strain, neuritis, right sacro iliac joint	83		36	14	33
62	Third butcher	(1)	70.00	Bruise, back, right side	24	12			12
63	Fireman	(2)	65.00	Amputation, third finger right hand	<sup>5</sup> 55			21	34
64	Assistant steward	(1)	40.00	Ringworm, <sup>8</sup> hand; eczema, <sup>8</sup> body	148		44		104
65	Carpenter's mate	59	60.00	Fracture, left wrist	42	16			26
66	Wiper	26	57.50	Laceration, nose	123	22		101	
67	Fireman	33	65.00	Fracture, spine	<sup>18</sup> 61	22	30	9	(19)
68	Able seaman	60	62.50	Laceration, second finger right hand	76	16		60	
69	Utility man	33	47.50	Laceration, first finger left hand	<sup>9</sup> 5	5	(9)	(9)	(9)
70	Coal passer	(1)	50.00	Burn, foot	56	26			30
71	Able seaman	24	55.00	Bruise, infection, left leg	110	23	87		
72	Oiler	27	72.50	Laceration and fracture, third and fourth fingers left hand. <sup>85</sup>	<sup>5</sup> 67	10		43	14
73	Third engineer	21	150.00	Laceration of head, death resulting	<sup>42</sup> 52		3	49	
74	Fireman	51	65.00	Traumatic neurosis, right eye	7	2		5	
75	do	34	65.00	Burn, side; bruise, back	13			13	
76	Wiper	33	57.50	Burn, ear	48			44	4
77	Able seaman	27	62.50	Abrasion and fracture, face	22		8		14
78	Chief mate	29	160.00	Dislocation, right arm; <sup>14</sup> fracture, elbow, cheek bone.	<sup>5</sup> 289		41	9	239
79	Able seaman	34	55.00	Fracture and neurosis, ribs and left hip.	458	1	228		220
80	Messman	35	42.00	Laceration, infection, elbow	77	21		56	
81	Able seaman	(1)	62.50	Abrasion head, concussion of brain	167	22	127		18
82	do	21	62.50	Bruise and sprain, back and legs	79	19		43	17
83	Oiler	40	72.50	Laceration, first finger left hand	19	19			
84	Messman	26	35.00	Fracture, dismemberment, first and second toes <sup>19</sup> left foot.	<sup>5</sup> 47	2	45		
85	Able seaman	46	62.50	Abrasion, bruise, right arm; rope burns, hands.	29			29	
86	do	58	62.50	Fracture, right leg	92		68	24	
87	do	34	62.50	Fracture, third finger right hand	164	(1)	(1)	(1)	(1)
88	Coal passer <sup>84</sup>	24	57.50	Fracture, legs; <sup>88</sup> bruise, face	<sup>5</sup> 500		500		
89	Able seaman	28	62.50	Fracture and sprain, leg	77		75	2	
90	Ordinary seaman	23	47.50	Bruise, back; hernia, groin	96	24	34		38
91	Wiper	26	50.00	Abrasion, left leg and eye	101	6	21	74	
92	Water tender	39	65.00	Abrasion, back	60	32			28
93	Chief cook	(1)	85.00	Bruise, left hand	130	1		(1)	(1)
94	Ordinary seaman	20	40.00	Bruise, left side	146	24			122
95	Boatswain	50	95.00	Fracture, skull, left arm, and leg, death resulting.					
96	Dishwasher	21	50.00	Dismemberment, infection, third finger <sup>9</sup> right hand.	<sup>5</sup> 70	15	27		28
97	Scullery man	25	50.00	Puncture, infection, knee; bruise, right foot.	86	1	77	8	
98	Able seaman	24	62.50	Sprain, thighs	25	19		6	
99	do	32	62.50	Strain, right groin	56	2	22		32
100	do	73	62.50	Bruise, right testicle	92	7	12		73
101	do	20	62.50	Abrasion and bruise, back, left foot and arm.	304	7	26		271
102	Storekeeper	23	70.00	Burn, legs; laceration, head	34		18	10	6
103	Boatswain	35	70.00	Fracture, left arm, heel, lumbar vertebra.	114		114		
104	Able seaman	24	62.50	Sprain, left elbow	4		4		
105	Ordinary seaman	24	45.00	Fracture, left hip; displacement, femur.	235	42	53		140
106	Fireman	45	65.00	Laceration, left heel	317	20	218		79

<sup>1</sup> Not reported.<sup>2</sup> At \$3.50 per day.<sup>3</sup> Partial disability for life.<sup>4</sup> Amputation resulting.<sup>7</sup> Nuisance value.<sup>8</sup> Occupational disease.<sup>9</sup> Alleged further disability could not be verified.<sup>10</sup> At \$2.50 per day.<sup>12</sup> Amputation of distal phalange.<sup>18</sup> No record of further disability.<sup>19</sup> Amputation of two phalanges.

merchant marine, by individual cases—Continued

Days entitled to—		Amount entitled to as—		Days from injury to settlement	Amount actually paid as—				Possible recovery under compensation act		Days for which compensation was computed
Wages	Maintenance	Wages	Maintenance		Wages	Maintenance	Other settlement	Total compensation	Amount	Compared with actual recovery	
<b>ACTION COMPROMISED—Continued</b>											
31	8	\$25.83	\$16.00	758	\$0.83	-----	\$5,000.00	\$5,000.83	\$140.30	-\$4,860.53	64
19		39.58	-----	813	2.08	-----	100.00	102.08	39.58	-62.50	-----
40	32	63.33	64.00	28	63.33	\$64.00	379.00	506.33	127.33	-379.00	-----
5	5	12.08	10.00	978	12.08	-----	100.00	112.08	55.66	-56.42	13
30		55.00	-----	1,450	22.00	-----	-----	22.00	55.00	+33.00	-----
23		7.25	-----	993	7.25	-----	75.00	82.25	180.30	+98.05	67
11	69	23.00	138.00	364	1.92	-----	225.00	226.92	338.98	+112.06	79
170	( <sup>94</sup> )	<sup>2</sup> 595.00	462	462	-----	-----	800.00	800.00	1,205.71	+405.71	171
6	47	11.00	94.00	1,305	-----	-----	100.00	100.00	274.29	+174.29	77
12	12	28.00	24.00	401	28.00	-----	75.00	103.00	82.33	-20.67	12
1	55	2.17	110.00	82	2.17	-----	250.00	252.17	323.67	+71.50	12 87½
	104	-----	208.00	1,204	-----	-----	75.00	75.00	484.55	+409.55	148
16	26	32.00	52.00	932	32.00	-----	100.00	132.00	143.99	+11.99	26
22	101	42.17	202.00	459	42.17	-----	450.00	492.17	471.71	-20.46	101
23	9	49.83	18.00	194	49.83	-----	7,500.00	7,549.83	159.68	-7,390.15	38
17	60	35.42	120.00	259	35.42	-----	400.00	435.42	294.83	-140.59	59
5		7.92	-----	1,214	7.92	-----	7,225.00	232.92	7.92	-225.00	-----
26	30	43.33	<sup>10</sup> 75.00	1,173	43.33	-----	75.00	118.33	180.94	+62.61	30
24		44.00	-----	208	44.00	-----	4,000.00	4,044.00	233.08	-3,810.92	86
66	57	159.50	114.00	130	2.42	-----	750.00	752.42	1,155.80	+403.38	<sup>85</sup> 341½
	49	-----	<sup>3</sup> 171.50	1,700	-----	-----	1,000.00	1,000.00	7,671.50	+6,671.50	( <sup>90</sup> )
2	5	4.33	10.00	162	4.33	-----	25.00	29.33	26.42	-2.91	5
	13	-----	26.00	268	-----	-----	150.00	150.00	57.42	-92.58	13
	48	-----	96.00	275	-----	-----	75.00	75.00	204.14	+129.14	48
22	14	45.83	28.00	757	45.83	-----	1,000.00	1,045.83	73.83	-972.00	-----
23	248	122.67	<sup>9</sup> 868.00	183	122.67	<sup>9</sup> 868.00	5,859.33	6,850.00	5,122.81	-1,727.19	<sup>71</sup> 157
2	229	3.67	458.00	458	3.67	458.00	3,586.65	4,048.32	1,464.22	-2,584.10	456
74	56	103.60	112.00	( <sup>1</sup> )	29.40	-----	100.00	129.40	221.34	+91.94	3
23	18	47.92	36.00	292	47.92	14.64	1,175.00	1,237.56	424.17	-813.39	144
19	60	39.58	120.00	380	39.58	-----	250.00	289.58	301.35	+11.77	60
19		45.92	-----	458	45.92	-----	7,200.00	245.92	45.92	-200.00	-----
47		54.83	-----	1,261	3.50	-----	1,000.00	1,003.50	387.20	-616.30	<sup>88</sup> 189
1	29	2.08	58.00	168	2.08	-----	500.00	502.08	126.24	-375.84	28
1	24	2.08	48.00	455	2.08	-----	1,800.00	1,802.08	265.10	-1,536.98	91
		22.92	-----	493	22.92	-----	300.00	322.92	384.44	+61.52	153
66	2	( <sup>94</sup> )	-----	943	-----	-----	1,750.00	1,750.00	7,600.00	+5,750.00	<sup>88,3</sup> 329½
58	2	120.83	4.00	314	-----	-----	2,750.00	2,750.00	169.73	-2,580.27	19
58	38	91.83	76.00	80	91.83	76.00	8.75	176.58	245.08	+68.50	38
7	74	11.67	148.00	26	11.67	25.00	-----	36.67	355.86	+319.19	94
32	28	69.33	56.00	42	69.33	50.00	-----	119.33	193.01	+73.68	28
35		107.67	-----	1,463	-----	-----	375.00	375.00	370.53	-4.47	92
24	122	32.00	244.00	1,062	32.00	-----	1,000.00	1,032.00	503.97	-528.03	122
		-----	2,384	2,384	-----	-----	1,000.00	1,000.00	7,500.00	+6,500.00	( <sup>90</sup> )
32	28	53.33	56.00	814	1.67	-----	400.00	401.67	503.80	+102.13	<sup>6</sup> 189
2	8	3.33	16.00	1,296	3.33	-----	3,000.00	3,003.33	194.65	-2,808.68	84
20	6	41.67	12.00	116	41.67	-----	150.00	191.67	65.48	-126.19	5
56	32	116.67	64.00	1,062	4.17	-----	150.00	154.17	180.67	+26.50	-----
8	73	16.67	146.00	843	16.67	-----	50.00	66.67	361.15	+294.48	84
35	271	72.92	542.00	336	16.67	-----	750.00	766.67	1,250.53	+483.86	269
34	16	79.33	32.00	748	2.33	-----	250.00	252.33	111.33	-141.00	-----
1		2.33	-----	115	2.33	-----	750.00	752.33	287.90	-464.43	113
4		8.33	-----	737	8.33	-----	7,150.00	158.33	8.33	-150.00	-----
42	140	63.00	280.00	1,744	1.50	-----	750.00	751.50	724.86	-26.64	193
20	79	43.33	158.00	301	43.33	158.00	2,842.00	3,043.33	919.22	-2,124.11	297

<sup>92</sup> Before death.

<sup>93</sup> 70 per cent loss of use.

<sup>94</sup> Injured while returning as a work-a-way at \$0.01 per month.

<sup>95</sup> 20 per cent loss of use.

<sup>86</sup> Dependent mother 38 years of age.

<sup>87</sup> Amputation of right leg at hip; 70 per cent loss of use of left leg.

<sup>88</sup> Dependent wife 50 years of age; one child 10 years of age.

## Accidents to seamen of the United States

No. of case	Occupation	Age	Wage rate per month	Nature of injury and part of body affected	Days of total disability	Days of treatment received			Days of convalescence
						On ship	In-patient	Out-patient	
<b>ACTION COMPROMISED—Continued</b>									
107	Able seaman	33	\$55.00	Hernia, groin	300		138	62	100
108	Fireman	40	57.50	Double hernia, groin	98	6	49		43
109	Able seaman	27	55.00	Fracture, infection, spine, wrists; internal injuries.	365	8	151	61	145
110	do	(1)	62.50	Abrasion, infection, fingers right hand.	92	(1)	(1)	(1)	(1)
111	Fireman	38	57.50	Fracture, right foot	76	2	64		10
112	Able seaman	31	62.50	Laceration, mouth, loss of 4 teeth	61				
113	Mess boy	39	50.00	Hernia, groin	67		32	5	39
114	Fireman	(1)	65.00	Sprain, great toe right foot	61	14	7		40
115	Boatswain	43	75.00	Fracture, hip and pelvis; and paralysis, left leg	Life		88		
116	Able seaman	25	67.50	Abrasion, forehead; fracture, right arm, hand; bruise, left leg, right hip.	48		27	21	
117	Oiler	31	60.00	Laceration infection, third finger left hand					
118	Mess boy	33	42.50	Abrasion and bruise, side	20	5	15		
119	Boatswain	34	65.00	Laceration, right hand	18				
120	Able seaman	26	62.50	Bruise and sprain, thumb, left hand	3	3			
121	Ordinary seaman	26	35.00	Dislocation, hip	25	25			
122	Able seaman	25	55.00	Bruise, first toe right foot	10	10			
123	Oiler	39	72.50	Laceration, third finger <sup>12</sup> right hand	<sup>5</sup> 58	13	21		24
124	Third mate	28	150.00	Laceration, second and third fingers <sup>4</sup> right hand; dismemberment, fourth finger <sup>6</sup>	<sup>5</sup> 60		60		
125	Oiler	25	65.00	Burn, right leg					
126	Able seaman	31	62.50	Sprain, ankle	63	36	12	15	
127	do	28	67.50	Fracture, right leg	252	13	66		173
128	do	21	55.00	Second finger <sup>93</sup> right hand					
129	Oiler	41	65.00	Bruise, first finger right hand	19	19			
130	Waiter	(1)	50.00	Bruise, infection, arm	11	3	8		
131	Fireman	21	65.00	Burn, face, neck, right forearm	10	10			
132	Oiler	34	72.50	Laceration, right arm	11			11	
133	Able seaman	30	55.00	Fracture, arm	87		87		
134	do	28	62.50	Fracture, left leg <sup>35</sup>	(1)	(1)	(1)	(1)	(1)
135	Waiter	38	40.00	Fracture, jaw	117	5	92	20	
136	Seaman	21	52.50	Laceration, forehead	8	1			7
137	Wiper	20	55.00	Burn, face, head, ears, and arms <sup>29</sup>	<sup>5</sup> 168		168		
138	do	28	50.00	Laceration, over right eye <sup>67</sup>	(6)				
139	Oiler	24	72.50	Bruise, left groin and hip	<sup>9</sup> 9	9	(9)	(9)	(9)
140	Fireman	29	55.00	Foreign matter in eyes	43				43
141	Water tender	(1)	65.00	Aggravated varicose veins <sup>8</sup>	84		84		
142	Ordinary seaman	24	47.50	Foreign matter in eyes <sup>68</sup>	<sup>6</sup> 95	2	93		
143	Able seaman	45	55.00	Bruise, scalp; laceration, neck	38		38		
144	do	23	55.00	Rupture, intestines	131	26	63	17	25
145	do	(1)	72.50	Bruise, infection, hand	117		88		29
146	Fireman	(1)	75.00	Fracture, ankle <sup>64</sup>	<sup>6</sup> 393	14	285	3	91
147	Able seaman	22	52.50	Sprain, right ankle	58	31		12	15
148	Oiler	53	72.50	Laceration, right arm	24		23		1
149	Wiper	(1)	57.50	Dismemberment, first finger left hand	<sup>3</sup> 119		84	35	
150	First engineer	(1)	185.00	Scald and burn, head, neck, back, and arms.	30		16		14
151	Carpenter	58	80.00	Fracture, rib; laceration, skull; bruise, head and right shoulder.	94	16	73	5	
152	Ordinary seaman	19	40.00	Iritis, eyes	365	1		364	
153	Able seaman	22	35.00	Laceration, head; fracture, leg	215		143		72
154	Scullion	40	50.00	Fracture, bruise, first and second finger, right hand; laceration, third finger.	29			29	
155	Able seaman	21	60.00	Fracture, right thumb	31			31	
156	Fireman	(1)	67.50	Fracture, left cheek bone	4	1		3	
157	Ordinary seaman	33	47.50	Fracture, left leg	124	8	96		20
158	Fireman	29	67.50	Aggravation of ear trouble	2	2			
159	Cook	29	110.00	Hernia, right groin					
160	Fireman	32	65.00	Fracture, right ankle	428	22	41		365
161	Electrician	(1)	90.00	Bruise and laceration	15		15		
162	Deck engineer	25	90.00	Laceration and puncture, second finger, right hand.	52	22		30	

<sup>1</sup> Not reported.<sup>2</sup> At \$3.50 per day.<sup>3</sup> Permanent loss of use.<sup>4</sup> Partial disability for life.<sup>6</sup> Amputation resulting.<sup>7</sup> Nuisance value.<sup>8</sup> Occupational disease.<sup>9</sup> Alleged further disability could not be verified.<sup>12</sup> Amputation of distal phalange.<sup>29</sup> 50 per cent loss of use of right arm.

merchant marine, by individual cases—Continued

Days entitled to—		Amount entitled to as—		Days from injury to settlement	Amount actually paid as—				Possible recovery under compensation act		Days for which compensation was computed
Wages	Maintenance	Wages	Maintenance		Wages	Maintenance	Other settlement	Total compensation	Amount	Compared with actual recovery	
<b>ACTION COMPROMISED—Continued</b>											
2	162		\$324.00	392			\$500.00	\$500.00	\$970.38	+\$470.38	300
1	43	\$3.33	86.00	634	\$3.83		84.00	87.83	306.10	+218.27	96
2	206	1.83	412.00	303	1.83	\$412.00	2,088.00	2,501.83	1,214.11	-1,287.72	364
30	(1)	62.50	(1)	620	2.08		202.00	202.08	209.00	+6.92	62
2	10	3.33	20.00	341	3.83		500.00	503.83	190.54	-313.29	74
				642			7 400.00	7 400.00		-400.00	
	35		70.00	1,377			100.00	100.00	209.84	+109.84	67
14	40	30.33	80.00	121	30.33		125.00	155.33	223.93	+68.60	47
1		2.50		853	2.50		18,000.00	18,002.50	7,502.50	-10,500.00	Life.
48	21	108.00	42.00	193	2.25		350.00	352.25	150.00	-202.25	
				578			7 100.00	7 100.00		-100.00	
6		8.50		315	8.50		100.00	108.50	35.42	-73.08	14
18		39.00		608	39.00		150.00	189.00	39.00	-150.00	
3		6.25		764	6.25		7 200.00	206.25	6.25	-200.00	
25		29.17		1,483	29.17		7 500.00	529.17	29.17	-500.00	
10		18.33		38	18.33		200.00	218.33	18.33	-200.00	
12	24	29.00	48.00	57	29.00	48.00	255.25	332.25	308.17	-24.08	12 85
54		270.00		492	5.00		1,650.00	1,655.00	1,284.29	-370.71	284
				1,363			7 250.00	7 250.00		-250.00	
63	15	131.25	30.00	58	71.67		71.67	161.25	161.25	+89.58	
33	173	74.25	346.00	297	2.25		7,000.00	7,002.25	961.81	-6,040.44	219
				1,094			7 150.00	7 150.00		-150.00	
19		41.17		1,235	41.17		50.00	91.17	41.17	-50.00	
4		6.67		1,031	6.67		100.00	106.67	21.28	-85.39	7
10		21.67		1,013	21.67		200.00	221.67	21.67	-200.00	
1	11	2.42	22.00	1,184	2.42		150.00	152.42	50.25	-102.17	10
1		1.83		264	1.83		2,000.00	2,001.83	190.91	-1,810.92	86
(1)	(1)	(1)	(1)	143	(1)	(1)	1,250.00	1,250.00	714.53	-535.47	36 302 2/3
6	20	8.00	40.00	1,332	8.00		250.00	258.00	255.41	-2.59	111
1	7	1.75	14.00	55	1.75		75.00	76.75	30.75	-46.00	7
2		3.67		730	3.67		7,500.00	7,503.67	2,404.51	-5,099.16	201,092
				(1)			650.00	650.00	1,875.00	+1,225.00	67 Life.
9		21.75		469	21.75		7 100.00	121.75	21.75	-100.00	
	43		86.00	1,333			150.00	150.00	180.54	+30.54	43
				1,202			100.00	100.00	203.04	+103.04	84
2		3.17		199	3.17		3,000.00	3,003.17	2,279.97	-723.20	681,120
1		1.83		860	1.83		46.00	47.83	83.18	+35.35	37
1	42	1.83	84.00	941	1.83		200.00	201.83	371.64	+169.81	130
62	29	149.83	58.00	1,787	2.42		75.00	77.42	349.89	+272.47	55
36	94	90.00	188.00	2,200	25.00		287.50	312.50	327.80	+45.30	36 Life.
32	27	56.00	54.00	354	56.00		300.00	356.00	165.71	-190.29	26
1	1	2.42	2.00	32	2.42	2.00	148.00	152.42	63.83	-88.59	23
	35		70.00	1,078			450.00	450.00	432.71	-17.29	12 161
30	14	185.00	49.00	1,192	6.17		300.00	306.17	234.00	-72.17	
35	5	93.33	10.00	93	93.33	10.00	192.00	295.33	265.41	-29.92	59
1	364	1.33	728.00	288	1.33	728.00	472.00	1,201.33	1,409.49	+208.16	364
1	72	1.17	144.00	497	1.17		1,600.00	1,601.17	521.50	-1,079.67	214
16	29	26.67	58.00	442	1.67		400.00	401.67	111.80	-289.87	13
	31		62.00	274			25.00	25.00	133.52	+108.52	31
1	3	2.25	6.00	590	2.25		150.00	152.25	15.67	-136.58	3
9	20	14.25	40.00	384	14.25		1,500.00	1,514.25	288.03	-1,226.22	115
2		4.50		463	4.50		7 50.00	54.50	4.50	-50.00	
				743			7 25.00	25.00		-25.00	
23	365	49.33	990.00	928	49.33		900.00	949.83	1,928.77	+978.94	405
				1,243			50.00	50.00	44.51	-5.49	15
23	30	69.00	60.00	574	69.00		250.00	319.00	215.05	-103.95	29

<sup>15</sup> 15 per cent loss of use.  
<sup>17</sup> 25 per cent permanent total disability.  
<sup>18</sup> Loss of sight in one eye.  
<sup>19</sup> Amputation resulting; permanent loss of use.  
<sup>20</sup> Nature of injury not reported.  
<sup>21</sup> Not including \$63.32 earned wages collected and used by United States consul to send man home, for which he was not reimbursed.  
<sup>22</sup> 40 per cent permanent total disability.  
<sup>23</sup> At \$75 per month.

## Accidents to seamen of the United States

No. of case	Occupation	Age	Wage rate per month	Nature of injury and part of body affected	Days of total disability	Days of treatment received			Days of convalescence
						On ship	In-patient	Out-patient	
<b>ACTION COMPROMISED—Continued</b>									
163	Oiler.....	(1)	\$55.00	Fracture, left hand.....	48	4	---	44	---
164	Ordinary seaman.....	(1)	50.00	Burn, eyes.....	68	---	35	32	1
165	Second cook.....	(1)	80.00	Scald, right arm and shoulder.....	---	---	---	---	---
166	Seaman.....	20	62.50	Fracture, left arm; <sup>74</sup> sprain, back; bruise, left foot.....	\$ 58	---	36	22	---
167	Able seaman.....	(1)	72.50	Bruise, chest.....	15	1	14	---	---
168	do.....	23	60.00	Sprain, right ankle.....	36	---	12	22	2
169	Fireman.....	(1)	57.50	do.....	24	---	24	---	---
170	Able seaman.....	(1)	62.50	Eye <sup>75</sup> .....	(40)	---	---	---	---
171	Oiler.....	(1)	72.50	Hernia, groin.....	56	---	56	---	---
172	Assistant steward.....	22	45.00	Laceration, scalp.....	---	---	---	---	---
173	End man.....	30	40.00	Abrasion, left thigh.....	27	11	16	---	---
174	Able seaman.....	58	55.00	Strain; fracture, right wrist.....	91	2	80	---	9
175	do.....	26	62.50	Bruise, face, body; fracture, nose, ribs, left shoulder.....	120	9	7	42	62
176	Ordinary seaman.....	26	47.50	Fracture, third and fourth fingers.....	13	1	---	1	11
177	Able seaman.....	44	47.50	Dislocation, hip; fracture, leg <sup>76</sup> .....	\$ 215	---	140	---	75
178	Assistant steward.....	45	50.00	Bruise, infection, little toe, left foot <sup>78</sup> .....	\$ 338	45	293	---	---
179	Water tender.....	26	72.50	Abrasion, left leg.....	---	---	---	---	---
180	Coal passer.....	46	50.00	Death resulting from eczema and exposure.....	---	---	---	---	---
181	Pantryman.....	42	100.00	Dismemberment, left thumb; <sup>8</sup> abrasion, second and third fingers.....	(5)	---	---	---	---
182	Oiler.....	31	72.50	Burn; death resulting from explosion.....	---	---	---	---	---

## JUDGE OR JURY

1	Steward.....	(1)	\$105.00	Laceration, infection, right heel.....	66	---	62	4	---
2	Able seaman.....	24	55.00	Hypertrophy of left knee joint <sup>1</sup> .....	14 120	---	120	(18)	(18)
3	Oiler.....	31	65.00	Scald, right ear <sup>15</sup> .....	14 6	5	(18)	(18)	(18)
4	Ordinary seaman.....	18	47.50	Fracture, collar bone; crushed head, arm, <sup>4</sup> side, foot; <sup>17</sup> dislocated shoulder.....	\$ 805	---	75	---	730
5	do.....	26	47.50	Bruise, legs.....	21	14	7	---	---
6	Able seaman.....	27	55.00	Dismemberment, right leg; <sup>6</sup> bruise, laceration left leg, head, body.....	\$ 1,239	---	1,239	---	---
7	do.....	25	62.50	Fracture, sacrum.....	75	---	25	23	27
8	Second cook.....	57	70.00	Bruise of intestines resulting in death.....	---	---	---	---	---
9	Able seaman.....	19	62.50	Abrasion, bruise, laceration, fracture, second, <sup>11</sup> third, <sup>13</sup> fourth <sup>6</sup> fingers, left hand.....	\$ 135	---	135	---	---
10	Oiler.....	27	72.50	Amputation, third <sup>12</sup> finger left hand; laceration, first <sup>23</sup> and second fingers.....	\$ 102	32	70	---	---
11	Able seaman.....	(1)	55.00	Puncture, right eye <sup>26</sup> .....	\$ 33	15	8	---	10
12	Coal passer.....	30	60.00	Abrasion, chest.....	64	51	8	---	5
13	Fireman.....	31	65.00	Burn, right arm, shoulder.....	11	3	---	8	---
14	Able seaman.....	46	62.50	Infection, left hand; hernia, right groin.....	106	18	88	---	---
15	Fireman.....	(1)	65.00	Burn, arms and face.....	11	11	---	---	---
16	End man.....	35	40.00	Burn, left foot.....	36	5	14	17	---
17	Able seaman.....	40	55.00	Fracture, first finger <sup>4</sup> right hand.....	\$ 18	18	---	---	---

<sup>1</sup> Not reported.

<sup>2</sup> At \$3.50 per day.

<sup>3</sup> Including attorney's fee of \$2,500 and \$594.94 additional collected by the attorney as "expenses" said to have been incurred in the prosecution of the case.

<sup>4</sup> Permanent loss of use.

<sup>5</sup> Partial disability for life.

<sup>6</sup> Amputation resulting.

<sup>7</sup> Nuisance value.

<sup>8</sup> At \$2.50 per day.

<sup>9</sup> Dependent wife 31 years of age; 50 per cent of compensation payable nonresident alien beneficiary.

<sup>10</sup> Amputation of distal phalange.

<sup>11</sup> Partial disability for life; no record of further disability.

<sup>12</sup> Loss of hearing in 1 ear; partial disability for life.

<sup>13</sup> Loss of hearing in 1 ear.

<sup>14</sup> No record of further disability.

<sup>15</sup> Voucher for this amount still unclaimed.

merchant marine, by individual cases—Continued

Days entitled to—		Amount entitled to as—		Days from injury to settlement	Amount actually paid as—				Possible recovery under compensation act		Days for which compensation was computed
Wages	Maintenance	Wages	Maintenance		Wages	Maintenance	Other settlement	Total compensation	Amount	Compared with actual recovery	
<b>ACTION COMPROMISED—Continued</b>											
27	44	\$49.50	\$88.00	1,494	\$7.33	-----	\$250.00	\$257.33	\$183.67	-\$73.66	21
1	33	1.67	66.00	1,458	1.67	-----	600.00	601.67	207.51	-394.16	67
				845		-----	750.00	750.00		-50.00	
1	22	2.08	44.00	1,001	2.08	-----	2,500.00	2,502.08	2,626.32	+124.24	<sup>74</sup> 1,092
1		2.42		1,555	2.42	-----	50.00	52.42	38.58	-13.84	14
1	24	2.00	48.00	( <sup>1</sup> )	2.00	\$48.00	27.00	77.00	130.75	+53.75	35
1		1.92		952	1.92	-----	300.00	301.92	53.74	-248.18	23
				( <sup>1</sup> )		-----	750.00	750.00		-50.00	
				( <sup>1</sup> )		-----	115.00	115.00	144.64	+29.64	56
				613		-----	775.00	775.00		-75.00	6
21		28.00		315	28.00	-----	175.00	203.00	39.21	-163.79	9
1	9	1.83	18.00	294	1.83	-----	450.00	451.83	217.70	-234.13	90
10	104	20.83	10260.00	618	20.83	22.50	900.00	943.33	540.74	-402.59	110
1	12	1.58	24.00	8	1.58	24.00	16.00	41.58	49.97	+8.39	12
1	75	1.58	150.00	1,162	1.58	-----	5,000.00	5,001.58	1,790.88	-3,210.70	<sup>67</sup> 806 <sup>1</sup> / <sub>2</sub>
32		53.33		1,214	53.33	-----	750.00	1,053.33	3,286.31	+2,232.98	<sup>68</sup> 1,549
				880		-----	750.00	750.00		-150.00	
				1,347		-----	500.00	500.00	5,762.76	+5,262.76	<sup>(69)</sup>
				571		-----	750.00	750.00	836.63	+86.63	<sup>6</sup> 262 <sup>1</sup> / <sub>2</sub>
				539		-----	\$5,000.00	\$5,000.00	\$3,750.00	-1,250.00	<sup>(11)</sup>
<b>JUDGE OR JURY</b>											
1	4	\$3.50	\$14.00	1,116	\$3.50	-----	\$500.00	\$503.50	\$225.81	-\$277.69	65
	<sup>(18)</sup>			565		-----	14,700.00	14,700.00	4,432.32	-10,267.68	<sup>12</sup> 2,016
6	181	13.00	2.00	584	13.00	-----	1,600.00	1,613.00	894.84	-718.16	<sup>13</sup> 364
5	730	7.92	1,460.00	400	<sup>19</sup> 7.92	-----	34,000.00	34,007.92	7,857.19	-26,150.73	<sup>14</sup> 3,143
21		33.25		520	23.75	-----	( <sup>21</sup> )	<sup>21</sup> 23.75	33.25	<sup>21</sup> +77.75	-----
81		148.50		1,181	148.50	-----	4,851.50	5,000.00	6,689.25	+1,689.25	<sup>6</sup> 2,016
75	50	156.25	100.00	203	2.08	-----	687.50	639.53	256.25	-433.33	-----
3		7.00		1,303	7.00	-----	1,200.00	1,207.00	5,373.61	+4,166.61	<sup>(22)</sup>
3		6.25		( <sup>1</sup> )	2.08	-----	10,161.15	10,163.23	1,036.46	-9,126.77	<sup>23</sup> 436
34		82.17		779	82.17	-----	3,061.70	3,143.87	1,139.85	-2,004.02	<sup>25</sup> 409 <sup>1</sup> / <sub>2</sub>
33	10	60.50	20.00	728	27.50	-----	12,250.00	12,277.50	2,542.90	-9,734.60	<sup>26</sup> 1,120
64	5	128.00	10.00	981	44.00	-----	1,000.00	1,044.00	138.00	-906.00	-----
4	8	8.67	16.00	675	8.67	-----		1,867	41.59	+32.92	7
9		18.75		1,179	18.75	-----	2,000.00	2,013.75	247.95	-1,770.80	97
11		23.83		1,608	23.83	-----		23.83	23.83		-----
6	17	8.00	34.00	571	8.00	-----	300.00	303.00	98.06	-209.94	30
18		33.00		798	33.00	-----	475.00	503.00	740.94	+232.94	<sup>3</sup> 322

<sup>20</sup> Amputation of greater and 1 lesser toe right foot; permanent loss of use of right arm.  
<sup>21</sup> \$63.25 court costs assessed plaintiff.  
<sup>22</sup> Dependent wife, 57 years of age.  
<sup>23</sup> A amputation of 2 phalanges.  
<sup>24</sup> A amputation of distal phalange second finger, 2 phalanges of third finger, and the entire fourth finger.  
<sup>25</sup> A amputation of 2 phalanges of first and second fingers and of distal phalange of third finger.  
<sup>26</sup> Loss of sight in 1 eye.  
<sup>27</sup> No time lost.  
<sup>28</sup> 50 per cent loss of use.  
<sup>29</sup> 50 per cent of compensation payable, nonresident alien beneficiary.  
<sup>30</sup> Nature of injury not reported.  
<sup>31</sup> 40 per cent loss of use of leg.  
<sup>32</sup> Resulting in amputation of foot.  
<sup>33</sup> Dependent wife 46 years of age.

100 SETTLEMENT FOR ACCIDENTS TO AMERICAN SEAMEN

Accidents to seamen of the United States

No. of case	Occupation	Age	Wage rate per month	Nature of injury and part of body affected	Days of total disability	Days of treatment received			Days of convalescence
						On ship	In-patient	Out-patient	
<b>JUDGE OR JURY—Continued</b>									
18	do	23	\$62.50	Laceration, upper lip; puncture, forehead and tongue.	13	13			
19	Ordinary seaman	23	40.00	Puncture, forehead	13	13			
20	Able seaman	(1)	62.50	Laceration, second finger, right hand	18	4		14	
21	Messman	(1)	40.00	Fracture, little toe <sup>6</sup> right foot	<sup>5</sup> 113	3	106	4	
22	Boatswain	52	80.00	Fracture, right leg; abrasion, ribs; bruise and sprain, hips.	<sup>27</sup> 386	1	385		
23	Ordinary seaman	21	35.00	Strain, back	40	10	30		
24	Third mate	23	150.00	Laceration, infection, ankle	309	69	190	12	38
25	Able seaman	37	62.50	Hernia, groin	47		19		28
26	do	59	62.50	Strain, back; fracture, 2 ribs	Life				
27	Oiler	42	65.00	Laceration, right forearm	89		30		59
28	Assistant cook	21	110.00	Dislocation and fracture, right knee <sup>30</sup>	<sup>5</sup> 195	14	181		
29	Fireman	42	65.00	Fracture, right femur; bruise, arm and back.	173	13	160		
30	Second butcher	38	75.00	Fracture, right tibia and fibula	110	8	92		10
31	Fireman	39	90.00	Hernia; appendicitis	134	6	46		82
32	Able seaman	24	62.50	Fracture, abrasion, bruise and laceration, head, limbs, and body.	162		89	73	
33	Second cook	24	80.00	Osteitis and cellulitis, first finger, right hand.	56		49	7	
34	Ordinary seaman	55	40.00	Fracture, fifth cervical vertebra	219		189	1	29

<sup>1</sup> Not reported.

<sup>2</sup> At \$3.50 per day.

<sup>3</sup> Partial disability for life.

<sup>6</sup> Amputation resulting.

merchant marine, by individual cases—Continued

Days entitled to—		Amount entitled to as—		Days from injury to settlement	Amount actually paid as—				Possible recovery under compensation act		Days for which compensation was computed
Wages	Maintenance	Wages	Maintenance		Wages	Maintenance	Other settlement	Total compensation	Amount	Compared with actual recovery	
<b>JUDGE OR JURY—Continued</b>											
13		27.08		329	27.08		750.00	777.08	27.08	-750.00	
13		17.33		329	17.33		1,000.00	1,017.33	17.33	-1,000.00	
4	14	8.33	28.00	755	8.33		150.00	188.33	69.41	-88.92	14
4	4	5.33	8.00	(1)	5.33			5.33	329.12	+323.79	169
79		210.67		511	2.67		10,000.00	10,002.67	3,960.67	-6,042.00	<sup>27</sup> Life.
10		11.67		1,541	11.67			11.67	64.43	+52.76	30
70	50	350.00	<sup>28</sup> 175.00	774	350.00		500.00	850.00	1,378.57	+528.57	239
	28		<sup>29</sup> 60.00	123		( <sup>29</sup> )			171.05	+171.05	47
49		102.08		1,810	83.33		9,143.35	9,226.68	7,602.08	-1,624.60	Life.
	59		118.00	(1)					333.13	+333.13	89
15		55.00		854	55.00		7,500.00	7,555.00	1,428.76	-6,126.24	<sup>30</sup> 408½
14		30.33		421	30.33		8,000.00	8,030.33	414.66	-7,615.67	159
9	10	22.50	20.00	101	22.50	20.00	130.00	172.50	308.85	+136.35	101
7	82	21.00	164.00	1,929	21.00			21.00	561.88	+540.88	127
32	73	66.67	146.00	1,294	2.08		8,866.16	8,868.24	519.84	-8,348.40	130
	7		14.00	566					167.84	+167.84	56
1	30	1.33	60.00	317	1.33		2,500.00	2,501.33	468.68	-2,032.65	218

<sup>27</sup> 50 per cent permanent total disability.  
<sup>28</sup> At \$15 per week.

<sup>29</sup> Offer of \$60 refused prior to litigation.  
<sup>30</sup> 20 per cent loss of use of leg.



## LIST OF BULLETINS OF THE BUREAU OF LABOR STATISTICS

*The following is a list of all bulletins of the Bureau of Labor Statistics published since July, 1912, except that in the case of bulletins giving the results of periodic surveys of the bureau only the latest bulletin on any one subject is here listed.*

*A complete list of the reports and bulletins issued prior to July, 1921, as well as the bulletins published since that date, will be furnished on application. Bulletins marked thus (\*) are out of print.*

### **Conciliation and Arbitration (including strikes and lockouts).**

- \*No. 124. Conciliation and arbitration in the building trades of Greater New York. [1913.]
- \*No. 133. Report of the industrial council of the British Board of Trade in its inquiry into industrial agreements. [1913.]
- No. 139. Michigan copper district strike. [1914.]
- No. 144. Industrial court of the cloak, suit, and skirt industry of New York City. [1914.]
- No. 145. Conciliation, arbitration, and sanitation in the dress and waist industry of New York City. [1914.]
- No. 191. Collective bargaining in the anthracite coal industry. [1916.]
- No. 198. Collective agreements in the men's clothing industry. [1916.]
- No. 233. Operation of the industrial disputes investigation act of Canada. [1918.]
- No. 255. Joint industrial councils in Great Britain. [1919.]
- No. 263. History of the Shipbuilding Labor Adjustment Board, 1917 to 1919.
- No. 287. National War Labor Board: History of its formation, activities, etc. [1921.]
- No. 303. Use of Federal power in settlement of railway labor disputes. [1922.]
- No. 341. Trade agreement in the silk-ribbon industry of New York City. [1923.]
- No. 402. Collective bargaining by actors. [1926.]
- No. 448. Trade agreements, 1926.

### **Cooperation.**

- No. 313. Consumers' cooperative societies in the United States in 1920.
- No. 314. Cooperative credit societies in America and in foreign countries. [1922.]
- No. 437. Cooperative movement in the United States in 1925 (other than agricultural).

### **Employment and Unemployment.**

- \*No. 109. Statistics of unemployment and the work of employment offices in the United States. [1913.]
- No. 172. Unemployment in New York City, N. Y. [1915.]
- \*No. 183. Regularity of employment in the women's ready-to-wear garment industries. [1915.]
- \*No. 195. Unemployment in the United States. [1916.]
- No. 196. Proceedings of the Employment Managers' Conference held at Minneapolis, Minn., January 19 and 20, 1916.
- \*No. 202. Proceedings of the conference of Employment Managers' Association of Boston, Mass., held May 10, 1916.
- No. 206. The British system of labor exchanges. [1916.]
- \*No. 227. Proceedings of the Employment Managers' Conference, Philadelphia, Pa., April 2 and 3, 1917.
- No. 235. Employment system of the Lake Carriers' Association. [1918.]
- \*No. 241. Public employment offices in the United States. [1918.]
- No. 247. Proceedings of Employment Managers' Conference, Rochester, N. Y., May 9-11, 1918.
- No. 310. Industrial unemployment: A statistical study of its extent and causes. [1922.]
- No. 409. Unemployment in Columbus, Ohio, 1921 to 1925.

### **Foreign Labor Laws.**

- \*No. 142. Administration of labor laws and factory inspection in certain European countries. [1914.]

### **Housing.**

- \*No. 153. Government aid to home owning and housing of working people in foreign countries. [1914.]
- No. 263. Housing by employers in the United States. [1920.]
- No. 295. Building operations in representative cities in 1920.
- No. 368. Building permits in the principal cities of the United States in [1921 to] 1923.
- No. 424. Building permits in the principal cities of the United States in [1924 and] 1925.
- No. 449. Building permits in the principal cities of the United States in [1925 and] 1926.

**Industrial Accidents and Hygiene.**

- \*No. 104. Lead poisoning in potteries, tile works, and porcelain enameled sanitary ware factories. [1912.]
- No. 120. Hygiene of the painters' trade. [1913.]
- \*No. 127. Dangers to workers from dusts and fumes, and methods of protection. [1913.]
- \*No. 141. Lead poisoning in the smelting and refining of lead. [1914.]
- \*No. 157. Industrial accident statistics. [1915.]
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- \*No. 179. Industrial poisons used in the rubber industry. [1915.]
- No. 188. Report of British departmental committee on the danger in the use of lead in the painting of buildings. [1916.]
- \*No. 201. Report of committee on statistics and compensation-insurance cost of the International Association of Industrial Accident Boards and Commissions. [1916.]
- \*No. 207. Causes of death, by occupation. [1917.]
- \*No. 209. Hygiene of the printing trades. [1917.]
- \*No. 219. Industrial poisons used or produced in the manufacture of explosives. [1917.]
- No. 221. Hours, fatigue, and health in British munition factories. [1917.]
- No. 230. Industrial efficiency and fatigue in British munition factories. [1917.]
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- \*No. 234. Safety movement in the iron and steel industry, 1907 to 1917.
- No. 236. Effects of the air hammer on the hands of stonecutters. [1918.]
- No. 249. Industrial health and efficiency. Final report of British Health of Munition Workers' Committee. [1919.]
- \*No. 251. Preventable death in the cotton-manufacturing industry. [1919.]
- No. 256. Accidents and accident prevention in machine building. [1919.]
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- No. 339. Statistics of industrial accidents in the United States. [1923.]
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- No. 425. Record of industrial accidents in the United States to 1925.
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- No. 427. Health survey of the printing trades, 1922 to 1925.
- No. 428. Proceedings of the Industrial Accident Prevention Conference, held at Washington, D. C., July 14-16, 1926.
- No. 460. A new test for industrial lead poisoning. [1928.]

**Industrial Relations and Labor Conditions.**

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**Labor Laws of the United States (including decisions of courts relating to labor).**

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- No. 408. Laws relating to payment of wages. [1926.]
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- No. 444. Decisions of courts and opinions affecting labor. [1926.]

**Proceedings of Annual Conventions of the Association of Governmental Labor Officials of the United States and Canada.**

- \*No. 266. Seventh, Seattle, Wash., July 12-15, 1920.
- No. 307. Eighth, New Orleans, La., May 2-6, 1921.
- No. 323. Ninth, Harrisburg, Pa., May 22-26, 1922.
- No. 352. Tenth, Richmond, Va., May 1-4, 1923.
- \*No. 389. Eleventh, Chicago, Ill., May 19-23, 1924.
- \*No. 411. Twelfth, Salt Lake City, Utah, August 13-15, 1925.
- No. 439. Thirteenth, Columbus, Ohio, June 7-10, 1926.
- No. 455. Fourteenth, Paterson, N. J., May 31-June 3, 1927.

**Proceedings of Annual Meetings of the International Association of Industrial Accident Boards and Commissions.**

- No. 210. Third, Columbus, Ohio, April 25-28, 1916.
- No. 248. Fourth, Boston, Mass., August 21-25, 1917
- No. 264. Fifth, Madison, Wis., September 24-27, 1918.
- \*No. 273. Sixth, Toronto, Canada, September 23-26, 1919.
- No. 281. Seventh, San Francisco, Calif., September 20-24, 1920.
- No. 304. Eighth, Chicago, Ill., September 19-23, 1921.
- No. 333. Ninth, Baltimore, Md., October 9-13, 1922.
- No. 359. Tenth, St. Paul, Minn., September 24-26, 1923.
- No. 385. Eleventh, Halifax, Nova Scotia, August 26-28, 1924.
- No. 395. Index to proceedings, 1914-1924.
- No. 406. Twelfth, Salt Lake City, Utah, August 17-20, 1925.
- No. 432. Thirteenth, Hartford, Conn., September 14-17, 1926.
- No. 456. Fourteenth, Atlanta, Ga., September 27-29, 1927.

**Proceedings of Annual Meetings of International Association of Public Employment Services.**

- No. 192. First, Chicago, December 19 and 20, 1913; Second, Indianapolis, September 24 and 25, 1914; Third, Detroit, July 1 and 2, 1915.
- No. 220. Fourth, Buffalo, N. Y., July 20 and 21, 1916.
- No. 311. Ninth, Buffalo, N. Y., September 7-9, 1921.
- No. 337. Tenth, Washington, D. C., September 11-13, 1922.
- No. 355. Eleventh, Toronto, Canada, September 4-7, 1923.
- No. 400. Twelfth, Chicago, Ill., May 19-23, 1924.
- No. 414. Thirteenth, Rochester, N. Y., September 15-17, 1925.

**Productivity of Labor.**

- No. 356. Productivity costs in the common-brick industry. [1924.]
- No. 360. Time and labor costs in manufacturing 100 pairs of shoes. [1923.]
- No. 407. Labor cost of production and wages and hours of labor in the paper box-board industry. [1926.]
- No. 412. Wages, hours, and productivity in the pottery industry, 1925.
- No. 441. Productivity of labor in the glass industry. [1927.]

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- \*No. 130. Wheat and flour prices, from farmer to consumer. [1913.]
- \*No. 164. Butter prices, from producer to consumer. [1914.]
- No. 170. Foreign food prices as affected by the war. [1915.]
- No. 357. Cost of living in the United States. [1924.]
- No. 369. The use of cost-of-living figures in wage adjustments. [1925.]
- No. 445. Retail prices, 1890 to 1926.
- No. 464. Retail Prices, 1890 to 1927. (In press.)

**Safety Codes.**

- No. 331. Code of lighting: Factories, mills, and other work places.
- No. 336. Safety code for the protection of industrial workers in foundries.
- No. 350. Specifications of laboratory tests for approval of electric headlighting devices for motor vehicles.
- No. 351. Safety code for the construction, care, and use of ladders.
- No. 364. Safety code for mechanical power-transmission apparatus.
- No. 375. Safety code for laundry machinery and operation.
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- No. 430. Safety code for power presses and foot and hand presses.
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### **Safety Codes—Continued.**

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- \*No. 162. Vocational education survey of Richmond, Va. [1915.]
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- No. 271. Adult working-class education in Great Britain and the United States. [1920.]
- No. 549. Apprenticeship in building construction. [1928.]

### **Wages and Hours of Labor.**

- \*No. 146. Wages and regularity of employment and standardization of piece rates in the dress and waist industry of New York City. [1914.]
- \*No. 147. Wages and regularity of employment in the cloak, suit, and skirt industry. [1914.]
- No. 161. Wages and hours of labor in the clothing and cigar industries, 1911 to 1913.
- No. 163. Wages and hours of labor in the building and repairing of steam-railroad cars, 1907 to 1913.
- \*No. 190. Wages and hours of labor in the cotton, woolen, and silk industries, 1907 to 1914.
- No. 204. Street-railway employment in the United States. [1917.]
- No. 225. Wages and hours of labor in the lumber, millwork, and furniture industries, 1915.
- \*No. 265. Industrial survey in selected industries in the United States, 1919.
- No. 297. Wages and hours of labor in the petroleum industry, 1920.
- No. 356. Productivity costs in the common-brick industry. [1924.]
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- No. 407. Labor cost of production and wages and hours of labor in the paper box-board industry. [1926.]
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- No. 413. Wages and hours of labor in the lumber industry in the United States, 1925.
- No. 416. Hours and earnings in anthracite and bituminous coal mining, 1922 and 1924.
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- No. 454. Hours and earnings in bituminous-coal mining in 1922, 1924, and 1926.
- No. 457. Union scales of wages and hours of labor, May 15, 1927.

### **Welfare Work.**

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- No. 222. Welfare work in British munition factories. [1917.]
- \*No. 250. Welfare work for employees in industrial establishments in the United States. [1919.]
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- \*No. 118. Ten-hour maximum working-day for women and young persons. [1913.]
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- \*No. 122. Employment of women in power laundries in Milwaukee. [1913.]
- No. 160. Hours, earnings, and conditions of labor of women in Indiana mercantile establishments and garment factories. [1914.]
- \*No. 167. Minimum-wage legislation in the United States and foreign countries. [1915.]
- \*No. 175. Summary of the report on conditions of woman and child wage earners in the United States. [1915.]

### **Women and Children in Industry—Continued.**

- \*No. 176. Effect of minimum-wage determinations in Oregon. [1915.]
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- No. 253. Women in the lead industries. [1919.]

### **Workmen's Insurance and Compensation (including laws relating thereto).**

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- \*No. 102. British national insurance act, 1911.
- \*No. 103. Sickness and accident insurance law of Switzerland. [1912.]
- No. 107. Law relating to insurance of salaried employees in Germany. [1913.]
- \*No. 155. Compensation for accidents to employees of the United States. [1914.]
- No. 212. Proceedings of the conference on social insurance called by the International Association of Industrial Accident Boards and Commissions, Washington, D. C., December 5-9, 1916.
- \*No. 243. Workmen's compensation legislation in the United States and foreign countries, 1917 and 1918.
- No. 301. Comparison of workmen's compensation insurance and administration. [1922.]
- No. 312. National health insurance in Great Britain, 1911 to 1921.
- No. 379. Comparison of workmen's compensation laws of the United States as of January 1, 1925.
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### **Miscellaneous Series.**

- \*No. 174. Subject index of the publications of the United States Bureau of Labor Statistics up to May 1, 1915.
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