

The Shipmaster's Off-Shore Responsibilities

Relationships with merchant shippers

In addition to their mutual obligations set out in the charter-party, the shipmaster and the merchants who travelled on his ship with their goods, had further legal responsibilities to each other while at sea. Those are set out in *Oleron* and to a lesser extent in the *Coutumier* and follow practices developed by 'long use and wont'.

Delayed and frustrated voyages

If a ship foundered between ports, the shipmaster had the option of repairing her or of transferring himself, with the cargo, to another vessel to continue the voyage. If the merchants did not accept his decision, the shipmaster was still able to claim his freight payment for that part of the voyage that had been sailed. When weather conditions delayed a ship in port for so long that the shipmaster ran out of money, he was permitted to send home for more funds. Alternatively, he could sell as much as necessary of the cargo to revictual or repair the ship and, on arrival at their final destination, compensate the merchants for the 'borrowed' cargo at the same prices as they had obtained for the cargo which had arrived safely. The shipmaster nevertheless received his freight payment for the whole cargo for the whole voyage. These arrangements appear to be complementary to the prohibition on the shipmaster selling the ship without the owners' authority, although he could pledge equipment to borrow money for his necessary expenses, with the consent of his crew.¹

Jettison and general average

Before ordering jettison or cutting away rigging in an emergency, the shipmaster had to consult the merchants. By giving their consent to any action which led to loss or damage of the cargo, the merchants reduced their title to their goods. The risk to the merchants in accepting responsibility for the drastic remedial action was balanced by their being able to call together the crew, after the voyage, to ask them to swear that the shipmaster's decisions had been correct and without alternative. This provision was available to the merchants not only when there

¹ Appendix 1, *Oleron* and Appendix 3, *Coutumier*, *passim*.

had been jettison, but also if other aspects of the shipmaster's seamanship was in doubt.

If the merchants, through caution, fear or cupidity, were slow to agree to approve jettison, and such procrastination caused damage, the shipmaster's cargo was exempted from contribution to general average (see below). No litigation arising from such a situation has been found to indicate how long merchants might reasonably be allowed to consider their options in a storm-tossed ship on a lee shore. If any merchant later attempted to deny his alleged agreement to jettison, the shipmaster had the right to ask one third of his crew to swear that his actions were necessary during the emergency. The *Customs* rules on jettison are generally similar to those in *Oleron* but with two additional rules: that the merchant had to throw overboard the first item, presumably to confirm his agreement to jettison; and that extra-contractual agreements made on the open sea under the duress of fear or seasickness were not necessarily valid later.

If jettison saved a ship and part of her cargo, then the value of each merchant's goods, as a proportion of the total value of the items saved, was made to those whose cargo had been sacrificed for the general good, a process known as 'general average'. *Oleron* exempted crew portages (see below, pp. 107–13) from contribution, even those portage allowances which had been subcontracted to merchants. *Oleron* also gave the shipmaster the option of contributing the ship or his own cargo, but in a 1285 Letter Patent of Edward I, it was ruled that the ship, her rigging and the crew's personal belongings, food and cooking utensils should be 'quit of contributing aid towards the jettison into the sea' but that everything else belonging to the merchants and the crew had to be included. The letter also ruled that the mariners should have the freight money for the cargo that was saved, but the shipmaster should forfeit the freight for the lost cargo. The reason for the differing views on what was to be included in contribution may be chronological; the *Oleron* article was probably formulated before 1285. The *Coutumier* ruled that the hull, tackle and stores of the ship, and the beds and chests of the crew, were exempt, but everything carried as merchandise must contribute; a rule virtually identical to Edward's, and reflecting the later date of the *Coutumier*. Although the 1285 decision precluded obligatory inclusion of the ship in the contribution, it apparently did not specifically prevent a master choosing to offer the ship rather than his cargo, as suggested in *Oleron*. To be able to contribute the ship, the shipmaster would have had to own her or have had authority from his fellow owner/partners; to want to contribute his (or their) cargo implies that it was of lesser value than the ship. Further, to contribute the ship, he would have had to persuade the merchants that he was legally entitled to choose the smaller contribution – not an easy proposition.²

² Appendix 1, *Oleron*, articles 8 and 9; Appendix 3, *Coutumier*, chapter 94.

With the exemption from contribution of the crew's portages, a shipmaster might be sure that they would cooperate in the jettisoning of cargo. However, that provision may have made collusion between shipmaster and crew more likely when there was a dispute with aggrieved merchants. Mariners might be prepared to swear that the shipmaster had had no option but to jettison if their own investments were not at stake. The shipmaster also had further means of ensuring the cooperation of the crew: in order to qualify for a share of the salvage from the wreck of their ship, the shipmaster had to agree that the crew had 'defent en la meer cum un homme'. The articles concerning jettison, wreck and any damage to the cargo were therefore potentially very much to the benefit of the shipmaster rather than the merchants. The introduction of general average may have been a sensible precaution when the merchants themselves had to assist in the jettisoning of their cargo, but a contemporary (c.1375) poem describes the reality of a storm. In the unsurprising general panic there is non-selective jettisoning of anything that comes to hand:

And then the cry arises, they cut the ropes and throw everything out; many men jump about to bale and to throw – scooping out the dangerous water when they would rather escape – for however heavy a man's load, life is always sweet. They were busy throwing bales overboard, their bags and their feather beds and their best clothes, their cases and their chests and all their casks, and all to lighten the ship in the hope that calm should fall.³

Responsibilities for the cargo

As discussed in chapter 1, one of the strengths of the law merchant was its encouragement of commerce. Similarly maritime law favoured the shipmaster as a supplier of a service to merchants trading overseas. If the shipmaster were to be held generally responsible for any damage to or loss of cargo, then there would have been, at best, a substantial increase in freight rates and, at worst, a cessation of shipping services. There appears to have been a *caveat emptor* situation for shipping merchants – there was no money-back guarantee if a voyage was not completed, a situation aggravated by the absence of premium insurance facilities before the fifteenth century. The shipmaster, however, was not entirely immune from claims; according to *Oleron*, damage to the cargo because of bad loading or badly placed dunnage could be claimed against him and the crew, unless they were prepared to swear that the dunnage supplied was faulty or that there were other extenuating circumstances. Given the few personal belongings of the shipmaster

³ Appendix 1, *Oleron* and Appendix 3, *Coutumier*, *passim*. Twiss, *Black Book*, III, pp. 148–57, 444–9; *Customs*, chapters 1–liv and ccviii. *Liber Albus*, ed. Henry T. Riley (London, 1861), pp. 421–2; CPR 1281–92, pp. 168–9; Pearl, 'Patience', lines 152–60 (in modernised English).

and his crew, any worthwhile compensation would have had to be found from the cargo that each man had loaded. The responsibility for damage to the ship and cargo when a shipmaster was ordered by a merchant to take his ship against his will into a hazardous situation, is not entirely clear. An interesting argument about responsibility surfaced in a case in 1376 when Arnald Pope, master of the *George*, lost his ship and cargo when, against his better judgement, he took her closer to the town of Blakeney on the instruction of Robert Rust, who had freighted the ship with salt at Bourgneuf and wanted to discharge her in a quiet place nearer the town. Unfortunately the decision of the court is not known.⁴

Loading and unloading times are frequently mentioned in freighting agreements and the rules for compensation for delay are dealt with in both *Oleron* and *Customs*. Claims against merchants who delayed a sailing may be found in pleas before Chancery and other courts and are discussed in the section on freighting agreements in chapter 4, pp. 78–93. Customs records indicate that although unloading and reloading could be completed in a few days, at other times, several weeks were required. An analysis of the time spent in London by ships with customable, and therefore recorded, cargoes between July and September 1384, shows that in summary, 11 turned-round in 4 days, 19 in between 5 and 12 days, and 18 in between 14 and 23 days, with two spending 29, and one other 52 days, in harbour. An averaged turn-round time has to be treated with caution since not all ships carried customable goods and their arrivals and departures were not recorded. Further, cargoes varied in ease of handling, ships may have required repairs while in harbour, or they may have had to wait for favourable weather. Also, although the shipping merchants were subject to the late delivery penalties set out in *Oleron* and, additionally, were often bound by the charter-parties to load and unload within a given time, there may have been delays awaiting cargoes. The average turn-round, however, appears to have been about two weeks, confirmed in the contemporary *Libelle of Englyshe Polycye*. In this essentially political poem, the importance of a speedy turn-round is emphasised:

Conceyve well here, that Englyssh men at martes
Be discharged, for all her [their] craftes and artes,
In Braban of all here marchaundy
In the xiiij. dayes and ageyne hastely
In the same dayes xiiij. are charged efte.
And yf they byde lengere, all is berefte;
Anone they shulde forfet here [their] godes all
Or marchaundy, it shulde no bettere fall.

Furthermore, shipmasters were occasionally bound by the charter-party to a schedule for their voyages, as discussed in chapter 4.⁵

⁴ Appendix 1, *Oleron*, articles 4, 8, 9, 11, 23; CCR, 1374–77, p. 404.

⁵ Appendix 1, *Oleron*, article 22. Twiss, *Black Book*, III, pp. 162–3, 196–7, 366–9; *Customs*,

Responsibility for payment of incidental expenses and of pilotage

For the payment of incidental expenses, the *Coutumier* defines more fully than Oleron or *Queenborough* the respective responsibilities of the merchants and of the ship. Assiage (stowage), planchage (landing dues), quillage (pier or perhaps anchorage dues), and rivage (tolls on tow paths), were all charged to the ship. According to Oleron, the costs of lodmanage (pilotage) were split; the merchants to pay for petty, or local, pilots and the ship to pay for sea pilots (see chapter 7, 'Pilots' (pp. 175–7) for further information). The *Coutumier* adds that additional pilots (or crew) taken on at the merchants' request were to be on their account if the ship were already well crewed and carried a pilot.⁶

When a ship was handling cargo with lighters alongside, or with carts brought down the beach at low water, then her own lifting gear would have had to be used. If she were working against a quay or a dock then either her own lifting tackle or shore cranes could be used. Use of the ship's lifting tackle, operated by the crew, could incur primage charges to be paid by the merchants; the use of dock-side cranes, sometimes stipulated by the local authority, would incur a guindage (crane) charge and require shore-side stevedores, again to be paid by the merchants. As examples: in Dublin in 1332–33, the hoisting of wine aboard the *Margaret* from barges cost 2d. per tun and 1d. per pipe and in 1480–81, the crew of the *Trinity* were paid 200 *maravedis* for bringing aboard a cargo of 33.5 tuns of wine from the ship's boat. Cranes were available on the London wharves from the fourteenth century and on Southampton quay from the early fifteenth century, and the crane garth at York is first mentioned in a document of 1417. In 1431–32 over 25s. were spent on repairs (indicating that it was of some age) to the 'machine' at Topsham; it may be assumed that by the fifteenth century other important port towns had similar facilities. When using the ship's own lifting tackle, the shipmaster could avoid responsibility for damage to the cargo by insisting that the merchants inspected the ropes before unloading began. If equipment failure caused damage to the cargo after the merchants had given approval, the shipmaster and crew were not culpable. They could still be held responsible for damage in the hold due to faulty stowage, however.⁷

Customs confirms much of the above and defines more closely the responsibili-

chapters lx, lxxxix, and clxxxix. Harding, 'Port of London', pp. 268–70, citing PRO E101/71/8. *Libelle of Englyshe Polycye*, ed. Sir G. Warner (Oxford, 1926), chapter 7, lines 512–19.

⁶ Appendix 3, *Coutumier*, chapters 55, 76, 95, 97. Appendix 1, Oleron, article 13. *Local Customs Accounts of the Port of Exeter*, p. 6; keelage at Topsham in the early fourteenth century was 2d. per vessel and by the mid-fifteenth century *bushellage* and *plankage* were also being charged, probably to the merchants' account.

⁷ O'Neill, *Merchants and Mariners*, p. 54 citing PROI: 43rd Report of the Deputy Keeper, p. 60. Reddaway, *Accounts of John Balsall*, p. 23. Gillian Hutchinson, *Medieval Ships and Shipping* (London, 1994), p. 112. *The Local Port Book of Southampton for 1439–40*, ed. Henry S. Cobb, SRS V (Southampton, 1961), p. xxxvi. Appendix 1, Oleron, articles 10, 11.

ties of the *senyor de nau* towards his merchant freighters and passengers, and the consequences of damage to the cargo arising from jettison, damp, rats or other spoilage on the ship when loading, unloading or lying on or under the decks. There is also provision for living space for the merchants and their servants (the merchant paying the highest freight was allocated the best accommodation), and penalties are specified for keeping a ship waiting. As in *Oleron*, the right of the merchants to obtain sworn testimony from the crew, when in dispute with the shipmaster, is confirmed. As mentioned under 'Jettison' above, agreements made at sea, when, it is said, a frightened or seasick man will agree to anything, are invalid later on dry land, except if the ship had been anchored or moored. Other example of promises which might be treated as revocable later include those made to armed enemies, offers of rewards to the crew when aground or to avoid jettison, and offers of compensation for a change of course, unless the last was entered in the ship's log as soon as convenient. There is no such provision in *Oleron*, *Queenborough* or the *Coutumier*; merchants on English ships were held to any promises they made even when *in extremis* although, presumably, such promises would have had to be substantiated.⁸

It was customary for one of the shippers to be regarded as chief merchant, probably he with the largest cargo. The chief merchant represented the others, paid the dues, tolls and charges owed by them, and guaranteed payment to the shipmaster of the freight and other expenses, against later repayment. From the Exeter customs accounts it appears that he may occasionally have paid, or given pledges for, local customs dues on the cargoes of unenfranchised merchants. Unfortunately, it is difficult to separate such payments from pledges given by local worthies who were also importing merchants. *Customs* recognised the chief merchant's position by stipulating that he should have the best accommodation on board and defines him as the merchant with the most cargo, but it does not list his responsibilities.⁹

Personnel and man-management

Crew strengths varied with the need for defence and the size and rig of the vessel; in 1324 ships over about 120 tons were manned at four tons per man, under 120 tons at something over three tons per man and under 80 tons at less than three tons per man. A typical 100-ton ship, therefore, would have had a crew of around

⁸ Twiss, *Black Book*, III, pp. 88–91, 102–5, 106–7, 162–3, 242–7, 270–5, 336–43: *Customs*, chapters xvi, xviii–xx, xxii, xxvii–xxix, xxxi–xxxiii, lx, cxli, cli, clxxviii–clxxx, clxxxiv and ccviii.

⁹ James, *Wine Trade*, pp. 135–6. *Local Customs Accounts of the Port of Exeter*, p. 9: pledges for payment were given only by the larger merchants, confirmed by the attempts in court by the customs receivers to recover money from the sureties. Twiss, *Black Book*, III, pp. 106–7: *Customs*, chapter xxxi.

30 men. The simplification of sail handling following the introduction of a split sail plan early in the fifteenth century may have allowed an increase in the tons per man ratio, but the long yard and the lateen sail rigged on the mizzen mast would have required considerable man-handling. The total number of men working on ships was probably around 15,000 in the late fourteenth century, calculated from the number of ships involved in the wine trade or in troop movements during the Hundred Years War.¹⁰

The backgrounds and demography of seamen are difficult to trace. The average age of 80 men from Dartmouth ships who gave evidence in an enquiry into piracy off Brest in 1386 was around 30, with three quarters of them below 40 years of age. Seamen were mostly men from port towns or the surrounding countryside: again from the Dartmouth ship enquiry, 68 of the 80 men were from Dartmouth itself or the estuarine villages of the Dart, with a further eight from port towns within 12 miles of Dartmouth. There was a familial seafaring tradition, especially amongst shipowners /masters such as the Hawleys of Dartmouth, and this may well have been a common path towards the position of shipmaster. For ordinary mariners, the cyclical nature of fishing, farming and the Bordeaux wine trade also offered men opportunities of gainful work throughout the year, and a degree of trade interchangeability amongst seamen can be seen. Amongst the men of the Dartmouth ships were 14 tradesmen including four tailors, two barbers and a carpenter, plumber, armourer, cutler, skinner, goldsmith, baker and mason. Their shore-side trades were perhaps laid aside when they needed additional capital to expand their businesses or their land holdings by the possibilities of portages and prizes available at sea.¹¹

There were difficulties for men who were still in feudal servitude who wanted to go to sea and there is evidence of those difficulties even in impressment. In 1335, for example, Thomas Springer, master of the *Cogge Edward*, was, exceptionally, ordered to seize men 'whether in or outside liberties' to make up his crew and again, as late as 1416, Haukin Pytman of the *Weathercock of the Tower*, was instructed to seize any man he could find as crew. This instruction may well have been difficult to carry out, as the king's officials theoretically could not deliver or enforce writs to those within liberties, and usually had to rely on the officials of the liberty. Manumission was still necessary in the fourteenth century but since it was an opportunity for a lord to exploit his serfs financially, as feudal service became meaningless, high costs restricted the purchase of freedom to only the wealthiest of the unfree. In view of the number of men who went to sea in the fourteenth century, it is strange that only two records have been found of permis-

¹⁰ Ratios calculated from *British Naval Documents 1204–1960*, ed. John B. Hattendorf, *et al.*, NRS (Aldershot, 1993), p. 39.

¹¹ For fuller analyses of seamen's ages, trades and backgrounds from the limited information available, see Kowaleski, 'Working at Sea'.

sion granted to leave feudal servitude specifically for work at sea. One is the only known manumission of a mariner; Thomas Knollyng, a villein of Ashburton manor was released by the Bishop of Exeter in 1355 to practise more freely his *ars navalis*. Thomas was 50 years old, childless and had been at sea since he was a child. Why he should have required manumission when of an age when most men gave up sea-going, is not clear.¹²

The other record is of Richard Fouke, 'who withdrew from the craft of ploughman, out of the service of Emere of Shernborne [Norfolk], and is received and hired by Ralph Pibel, crossing the sea in the craft of mariner'. Nothing is known of the cost of his manumission, if anything, and the fact that his departure was noted, makes more mysterious the lack of other records. For men not within liberties there was the risky alternative of de facto freedom by escape to sea, but the 1351 Statute of Labourers and later legislation further reduced their opportunities. There are records of many prosecutions of men and women who had tried to move (although not necessarily to sea) but were arrested; the Yorkshire East Riding Roll from 1363 to 1364, for example, records 46 thwarted attempts to depart from a locality and a further 11 attempts to leave a master. The Lincolnshire Peace Rolls of 1360–75 record many transgressions, and it is possible that when the shortage of manpower began to bite towards the end of the 1370s, greater attempts were made to stop a widespread movement of workers to higher paid jobs elsewhere. One of those caught was William Runfare, a fisherman, who was hired in 1371 by William Skott of Saltfleet Haven for a whole year but worked only from St Hilary's day until the following Purification day; the call of the deep-sea may have tempted him away. Despite the refusal of the Lords and Commons to accept enfranchisement of the serfs, servitude began to crumble. The 1381 revolt was another step towards general emancipation, and by the early fifteenth century increasing numbers of men were able freely to choose to go to sea. This freedom usefully coincided, more or less, with the growth of the English merchant fleet and the demand for mariners.¹³

¹² Letter Patent of Edward III, 14 Oct. 1335. CPR, 1416–22, p. 84. R.H. Hilton, *The Decline of Serfdom in Medieval England*, The Economic History Society (1969), pp. 51–5. The sums required for manumission varied considerably: in 1317, 50 marks was demanded by Sir John Botetourte; in 1335 Worcester Cathedral Priory received £20, and in 1414 £6 13s. 4d. was paid by a *neif* of Oddington, Gloucestershire. F.C. Hingeston-Randolph, ed., *The Register of John de Grandison, 1327–69*, 3 vols (London, 1894–9), II, p. 1159.

¹³ Simon A.C. Penn and Christopher Dyer in 'Wages and Earnings in Late Medieval England: Evidence from the Enforcement of the Labour Laws', *EHR*, 2nd series 43, 3 (1990), pp. 356–76. Statutes 23 Edward III, st.2, cc. 1 and 2 and The Statute of Labourers; 25 Edward III, st. 5, c. 18. B.H. Putnam, *The Enforcement of the Statute of Labourers, 1349–59* (New York, 1908); *York Sessions*, p. xxxii. *Records of Some Sessions of the Peace in Lincolnshire*, ed. R. Sillem, Lincoln Record Society, XXX (1936), pp. xlv and 20. Bolton, *Medieval English Economy*, pp. 213–15. Hilton, *The Decline of Serfdom*, pp. 51–9. J. Hatcher, 'England in the Aftermath of the Black Death', *PP*, 144 (1994), pp. 3–35. E.B. Fryde, *Peasants and Landlords in Later Medieval England, c.1380–c.1525* (Stroud, 1996), pp. 8–53.

Training and promotion

There is a complete absence of evidence of indentured apprenticeship or formal training for the position of shipmaster. Adolescent boys could begin their life at sea as cabin boys, receiving half a man's wage, and such arrangements were probably frequently made within a family. There were certainly advantages in having familial connections, the Hawleys of Dartmouth offering such an example. Otherwise, the path to becoming a shipmaster appears to have been open to any intelligent, assertive and ambitious young man who informally learned the skills of a ship's officer by working his way up from deck-hand. The first step after mastering the basic skills of sailing the ship and handling the cargo, would have been to persuade a master to accept him informally as an apprentice or assistant, and so to learn the art of navigation on the job. There is no reference to a mate or second-in-command of an English ship in *Oleron*, *Queenborough*, the *Coutumier* or elsewhere, although one would expect that position to have been an essential step in the training of future shipmasters. Thereafter, for a man to improve his lot, he would have had to find a merchant, or wealthy patron, prepared to invest in a ship. The business and managerial skills required of a shipmaster would then have to be acquired, perhaps under the guidance of the shipowner, before the tyro could be considered fully qualified to work alone.¹⁴

There was visible 'class mobility' and a considerable overlap between the roles of owner, shipmaster, merchant and crew. That a shipmaster or a merchant could be part or sole owner of a ship has been shown in chapter 2, but it was also possible for a member of the crew to be a part-owner or to be a merchant working the ship that was carrying his cargo. The shipmaster appears, not infrequently, to have shipped more cargo than his free allowance, perhaps in the process of accumulating sufficient capital to become a fully fledged merchant or, if he were an employee, to buying his own ship. There was no impermeable barrier between the categories of those engaged in sea ventures, and a man could, if he wanted, act in several capacities at the same or at other times. Clear evidence for this mobility may be seen in the loading details for the shipmasters and crew in the Exeter customs accounts. One example is Paye Hardy who, as a crew member in 1305, brought in only his one tun portage allowance. The following year he brought in four tuns and was perhaps establishing himself as a merchant before his luck changed; in 1315 he had to revert to being a mariner again with only his one tun portage allowance.¹⁵

¹⁴ Twiss, *Black Book*, III, pp. 50–657, *Customs*, chapters ii–xi, xvi, xvii, clxxxiv, and cxc.

¹⁵ *Local Customs Accounts of the Port of Exeter*, *passim*.

Relationship with crew

The first commercial ventures at sea were probably informal cooperatives using a ship belonging to one of the members. The group worked the ship, caught fish, bought and sold goods (trading individually or together) and shared the expenses and profits of the voyage, although the shipowner, acting as *primus inter pares*, presumably received a higher proportion of the profits. The corporate responsibility demanded in such cooperative ventures sufficed until it became necessary to employ waged seamen; thereafter inducements and sanctions had to be introduced. Whether the master owned the whole or part of his ship or was an employee of the owner(s), he was responsible for the hiring and firing of crew and pilots, for their terms of employment, and for discipline on board. The shipmaster was also responsible for the ship's housekeeping, victualling, the issue of rations, the conservation of water and so on. *Oleron* shows traces of mutual endeavour by defining the need for consensual decisions by the shipmaster and his crew in such matters as the pledging of equipment, suitability of weather, salvage and jettison. Interestingly, when such cooperation is required, the crew are referred to in *Oleron* as *compaignouns*, a degree of equality reminiscent of Ulysses' last voyage on which he addressed his loyal crew as *compagni*. In contrast, in the *Oleron* articles which concern matters of discipline, hiring and firing crew, paying them and feeding them, the seamen are described more formally as 'mariners'. The relationship between master and crew was symbiotic; complementary to the situations in which the former had to consult the latter about certain maritime decisions, he might have to ask them to swear to his professional ability by confirming the necessity of jettison, the soundness of the lifting tackle, the careful stowage of cargo or the 'no fault' nature of an accident.¹⁶

Discipline

According to *Oleron* 'a shipmaster hires his sailors and must hold them in peace and be their judge'; he therefore had to try to maintain an orderly calm on the ship, know how to deal with arguments amongst the crew and with defiance of authority, and be aware of the approved scale of punishments for a variety of offences. There were, however, several gaps in the shipmaster's disciplinary armoury. *Oleron*, the *Coutumier* and the early section of *Queenborough* make no mention of punishments for theft by the crew from colleagues or from the cargo. This was possibly a sensitive subject when even the shipmaster could be guilty, as in the case of Chaucer's shipman: 'Ful many a draughte had he [the shipmaster] ydrawe / Fro Burdeux-ward, whil that the chapman [the merchant] sleep. / Of nyce conscience took he no keep.' Theft is covered in the later, fifteenth-century section of *Queenborough* but in only a general way and without reference to any

¹⁶ Appendix 1, *Oleron*, *passim*; Appendix 3, *Coutumier*, chapter 95.

responsibility on the part of the shipmaster. That the shipmaster appears to have had no defined authority to deal summarily with thieves in his crew is curious, given the importance of the security of the cargo, and the unsettling effect on a crew within which a thief lurked. The case of *Pilk v. Vener(e)* (see chapter 2, p. 32) had been through the courts some 15 years before the later section of *Queenborough* was compiled; absence of any reference to a shipmaster's responsibility for the wrongdoings of his crew is therefore even more mysterious. Theft, however, is dealt with in *Customs* which prescribes for a man who has been found guilty three times, three duckings from the yardarm, a spell in irons, loss of wages and delivery to a magistrate ashore, if further punishment was felt necessary.¹⁷

When there was a dispute between a shipmaster and a member of his crew, the former could take away the *towaile*, translated as 'cloth', from in front of the wrongdoer while at the mess table. This may have meant either that the defaulter's rations were to be withheld for a specified period, or it was a form of social exclusion. Any repetition of his misbehaviour after the third withdrawal could lead to the man being sent ashore, at the crew's decision. If any seaman should denigrate another, he had to pay a fine of 4d. (a day's wage) whereas denigration by the shipmaster cost him 8d. If the shipmaster struck any member of the crew, then the latter had to take the first blow but thereafter he could defend himself. If it were the sailor who struck the first blow, then he must pay 100s. or lose a fist, the choice again being left to the crew. As manual abscission would render a man unfit for further work, it seems unlikely to have been practised. The table was the forum where the crew assessed a defaulter's contrition after his third and final warning or after an assault on the shipmaster, and it appears to have had a symbolic significance on board ship. The apparently democratic involvement of the crew may have been because they had to live and work with the accused, or it may have been another survival from the days of cooperative ventures.¹⁸

The most frequent breaches of discipline were almost certainly drunkenness and falling asleep while on watch, neither of which are mentioned in *Oleron*. The most likely explanation for such omission is that the shipmaster had at his disposal generally recognised sanctions for unspecified common offences. Desertion was another potential problem; both *Oleron* and *Queenborough* insist on the sailors remaining with the ship until she reaches her home port, the former advising shipmasters to retain some of the wages as security for men who have no belongings, and the latter threatening severe punishment to those who leave the ship too soon. For breaches of discipline, *Customs* offers the shipmaster the

¹⁷ Appendix 1, *Oleron*, *passim*; Appendix 2, *Queenborough*, articles 2–13, 15 and 21. Chaucer, *Complete Works*, 'General Prologue', lines 396–8. See Chapter 2 for the responsibility of master for servant in common and merchant law, and for *Pilk v. Vener(e)*. Twiss, *Black Book*, III, pp. 36–345; *Customs*, chapters cxiii and cxxii.

¹⁸ Appendix 1, *Oleron*, articles 12 and 14.

choice of withholding the man's food and wine for an unspecified period, or of ducking him three times from the yard with additional soakings from a bucket; it also, significantly, forbids wine for those about to go on watch.¹⁹

The serious crimes of murder, mutiny, sexual offences, arson, treason and deliberate damage, are not mentioned in *Oleron* or in the first section of *Queenborough*. Felonies committed at sea were covered by the criminal law applied ashore however, and the later section of *Queenborough* specifically lists murders, mayhems, mutinies and affrays as crimes to be the subject of inquiry by an admiral. A man suspected of a serious crime could no doubt be incarcerated on the ship until delivery to the shore authorities was possible, and there are records of prosecutions in port towns' and admirals' courts for murder and mayhem which had happened at sea. For example, the Yorkshire assize rolls record trials in 1361 and 1362, of two groups of men who, in one case, had robbed a ship off Scarborough and in the other, had killed a fisherman at Whitby.²⁰

The *Coutumier* deals with damage on board a ship by a member of the crew in a rather confusing chapter. The responsibility for compensation, it suggests, lies in the master /servant relationship, but that, of course, is exactly where common and merchant laws had differing views, as discussed in chapters 1 and 2. A part-owner who placed on the ship the man who caused the damage (merchants, at their own expense, could place additional crew on board, even if the ship were fully manned) may be held responsible, unless the man had come to some concordance with the owner of the damaged property. A shipmaster who had some share in his ship, therefore, could be held responsible for any damage wrought by a member of the crew whom he had recruited.²¹

There is no mention in *Oleron* nor in *Queenborough* of a formal 'signing on' by the crew. In *Customs*, after a handshake with the shipmaster on joining the ship, a sailor is bound to obey him as if the agreement to serve had been made in writing before a notary. If a mariner should have a quarrel with, or strike, the shipmaster, he must lose half or all of his wages and goods and be dismissed the ship; the punishment for a mariner found guilty of theft for the third time has been discussed above. Additionally, *Customs* includes a ban on the crew undressing while at sea, sleeping ashore or leaving the ship without permission, and the punishments for those who fall asleep on watch.²²

¹⁹ Appendix 1, *Oleron*, article 19; Appendix 2, *Queenborough*, articles 2 and 17. Twiss, *Black Book*, III, pp. 36–345; *Customs*, chapter ccvi.

²⁰ Appendix 2, *Queenborough*, articles 29–34, 45, 46. *York Sessions*, pp. 90 and 128.

²¹ Appendix 3, *Coutumier*, chapters 86, 95.

²² Twiss, *Black Book*, III, pp. 186–7, 216–19, 220–1, 228–9, 230–3, 234–5, 436–9; *Customs*, chapters lxxx, cix, cxii, cxviii, cxix, cxxi, cxxiv, cxxv, cxxix and ccvi. Appendix 1, *Oleron*, articles 5, 12, 14.

The shipmaster's duty of care

To a marked degree the shipmaster's relationship with his crew was paternalistic. *Oleron* specifies that a sailor who falls ill as a result of service on the ship and is unable to work, has to be put ashore, supplied with food and light, and be cared for by a ship's boy or by a hired woman. While ill he has to receive the same rations as he would have received on board, any extras are to be at his own expense, but he is to receive no wages. If he dies, his belongings and unpaid wages are to go to his next of kin, perhaps discounted by the expenses incurred while he was sick, an hypothesis discussed in appendix 1. Men who leave the ship without permission, get drunk and are hurt, are to be left to their own devices, but if they are wounded ashore when on ship's business, the shipmaster has to look after them. If the ship founders and cannot continue the voyage, *Oleron* obliges the shipmaster to pay the fares for the crew's return home, provided they worked well during the crisis; if they had not done their best (in the shipmaster's opinion), their pay was to be stopped and they were to be abandoned wherever they happened to be.²³

Customs, as *Oleron*, obliges the shipmaster to care for any member of the crew who has been wounded while on duty ashore and also to pay wages in full to a newly recruited mariner whether he turns out to be good or bad, unless he had misrepresented his skills, and all wages are to be paid however drastic the financial situation – 'even if there is only a nail with which it is possible to pay'. *Customs* also forbids the dismissal of a man to make room for a relative, or for another man at a lower wage. The shipmaster has to offer the crew portages, again as in *Oleron* and *Queenborough* but with certain restrictions, and to allow them time ashore to arrange and load their cargoes before the ship is fully laden, a provision reminiscent of *Queenborough* in which are set out the rules for compensation for portages unloaded to make room for merchants' cargoes.²⁴

Remuneration of shipmaster and crew

On most routes, the shipmaster offered his crew the choice of cash (*a deniers*), an allowance of cargo space (portage) or payment *au fret de la nef* whereby, it would appear, the mariner made his portage space available for the ship's cargo, in exchange for a share of the ship's profit. Part of the crew's wages were paid in advance, in cash, at or before arrival at the ship's destination, enabling them to purchase goods for their own trading on return to the home port. Cash payment on a daily rate was not unknown; it may have been the method of payment intended in *Queen-*

²³ Appendix 1, *Oleron*, articles 3, 6, 7, but see Hanham, *Celys' World*, p. 371 for the *actualité* of the division of a dead man's wages between past and current pursers.

²⁴ Twiss, *Black Book*, III, pp. 188–9, 196–7, 198–205; *Customs*, chapters lxxxi, lxxxii, lxxxix, xciii–xcvi. Appendix 1, *Oleron*, article 6. Twiss, *Black Book*, III, pp. 35–165; *Customs*, chapters lxxxvi–lxxxix, xci–xciii. Appendix 2, *Queenborough*, article 2 and Appendix 1, *Oleron*, article 18.

borough where a *raisonable salaire* is mentioned for an 'open-ended' hire when the final destination had not yet been decided. Daily, weekly or monthly rates were also the bases of payment of crews on impressed ships, supplemented by a ration allowance known as *de regard*. There were variants of the portage option: a sailor could load his own cargo, he could make it available *au fret de la nef*, or he could sell the space to a merchant (a subcontract forbidden in *Customs*). According to *Oleron*, if cargo had to be jettisoned, portages were exempt from contribution to general average. That exemption held, even if the crew had shipped 'only water which was to be valued as wine', or if they had sold their space to a merchant (who would have paid more than the ship's freight rate in order to enjoy the exemption). Individual negotiations, plus the varying discounts offered by the shipmaster to some merchants, could lead to a number of freight rates obtaining on the ship. Because of this variety of rates, it was stipulated in *Queenborough* that the freight charges were to be averaged for the calculation of the profit for members of the crew whose portages were *au fret de la nef*. In contradiction of the *Oleron* privilege, the *Coutumier* is quite clear that all cargo is to be included in general average.²⁵

Of the options available, filling his own portage space would be potentially the most profitable for the mariner but it meant risking his own capital; to share in the profits of the ship would be the least profitable, but the safest and easiest; to subcontract his space to a merchant, involved negotiation but no investment, and was therefore a middle course. Unfortunately it is not possible to know the distribution of choices. In the early fourteenth-century customs accounts of Exeter, where portages were customs-free, it is sometimes possible to identify a portage filled by a member of the crew and that which had been subcontracted to a merchant. Unfortunately the customs accounts do not identify merchants' cargoes shipped in crew's space *au fret de la nef*. Other ports' customs accounts appear not to record portage landings and it may be that customs exemption was not always available outside Exeter. In *Oleron* and *Queenborough* there are rules covering payment for portages that had been excluded to make room for ship's cargo, for averaging varying freight rates for payment to the crew, and for additional payment for extended voyages. Those who opted for portage, which was, in effect, a fixed rate, received no extra if the voyage was extended. In *Customs*, the crew have first claim for the payment of their wages, before even the money-lenders, and although, figuratively, there may be only a nail left of the ship, and payment has to be made at the home port or wherever previously arranged.²⁶

The post-plague attempts to control wages ashore by means of the Statutes of

²⁵ Appendix 1, *Oleron*, articles 8, 18, 20. Appendix 2, *Queenborough*, articles 13, 14, 17. Hanham, *Celys' World*, p. 382. Appendix 3, *Coutumier*, chapter 94.

²⁶ Appendix 2, *Queenborough*, articles 2–15, 17. Appendix 1, *Oleron*, article 20. Twiss, *Black Book*, III, pp. 198–205; *Customs*, chapters xciii–xcv. *Local Customs Accounts of the Port of Exeter*, p. 92, for example: Henry de Rochevale: eight lasts customed, but he is allowed to have four men's portage.

Labourers in 1349 and 1351, meant that any wage negotiations by seamen risked an admiral's inquiry and subsequent prosecution. In 1390 however, claims were made in Parliament for wage increases because mariners were refusing to sail in English rather than foreign ships. The existing wage for the Bordeaux run was 8s. and one tun portage for mariners, and double that for shipmasters, precisely the rates stipulated in *Queenborough*. The wage demanded for shipmasters was 24s. and three tuns portage, an increase of 50 per cent. In a 1441 account for the ship *Christofer* which had taken Edward Hull to Bordeaux, wages, which appear to be only for the one-way voyage, had increased to 10s. for the crew and 40s. for the shipmaster. The greater shipmaster /crew differential, a multiple of 4, may have been the result of a private negotiation – 'ex certa convencione secum facta' – because the *Christofer* at 400 tons was a particularly large ship. In 1442 a ship's crew and her shipmaster were paid 8s. and 21s. 4d. respectively plus some additional reward for 'keeping of the sea' for a period of 16 weeks; here the differential has fallen back to 2.7. Again in 1442, a scheme was presented to the Commons for guarding the seas with a standing fleet. The rates of pay defined in the petition are 2s. per month plus 14d. per week making 20d. per week total for seamen, and for shipmasters 'eche of hem overe this in the month 40d.', making 30d. per week total, plus the same ration allowance, a drop in the differential to 1.5 (although on wages alone the differential is 2.7). After a prolonged period of stability from the time of *Queenborough*, it appears that in the 1440s there was some movement in mariners' wages, perhaps because a shortage of seamen gave them a negotiating advantage. The downward adjustment in the differential would appear to be anomalous.²⁷

The wages and portages decreed in *Queenborough* are given per voyage. Since overtime payments were expressly forbidden, persistent contrary winds were expensive for everyone on the ship. In addition to the hazards of the weather, ships and crew were also subject to changes in the sailing plans of the merchants which might involve longer or shorter times at sea. So important was a favourable wind to medieval merchants and shipmasters with their ships of poor windward ability, that in the mid-fifteenth century the port of Sandwich was paying for a watchman to call out wind direction throughout the night. *Oleron*, confirmed by *Queenborough*, specifies that when, for commercial reasons, a voyage is longer in distance (but not in time) than expected, those who had opted for portages were to receive no more, but those on wages, *a deniers*, were to be paid extra, 'vewe par vewe et corps par corps', because they had been hired to stay with the ship to her final port of call. If, on the other hand, the voyage was shorter than expected,

²⁷ Appendix 2, *Queenborough*, articles 5, 64. *Statutes*, 23 and 25 Edward III st. 2; 12 Richard II, cc. 3, 4, 5 etc. *Rot. Parl.*, 3, p. 283. Hannes Kleineke, 'English Shipping to Guyenne in the Mid-Fifteenth Century: Edward Hull's Gascon Voyage of 1441', *MM* 85, 4 (1999), pp. 472–6, citing PRO E101/53/27 (the charter was for 16 weeks and Kleineke assumes that wages included the return voyage, but the amount makes that unlikely). PRO E404/56/295. *Rot. Parl.* 5, 1439–1468, p. 59, 'Safeguard of the Sea'. *Naval Documents*, p. 13; CPR 1436–41, p. 372.

they were still to receive their full wages. The question of additional payment for protracted voyages is covered, or perhaps concealed, by an article in *Queenborough* which makes it clear that a mariner was hired in a rather open-ended way. Provided that reasonable wages are to be paid, the ship may go anywhere – Bordeaux, Bayonne, Lisbon and Seville are expressly mentioned – especially if a full cargo were not obtained at the first port, and the crew may not refuse to work her. With persistent winds from one direction, to sail to a more distant port could, paradoxically, shorten the total time of the voyage; alternatives were often agreed between merchants and shipmasters in the charter-parties, as discussed in chapter 4.²⁸

The owners of the *Bitchellse* of London attempted to short-pay the crew when a Bordeaux run terminated at La Rochelle; the crew protested to the High Court of the Admiralty, perhaps on the grounds that according to *Queenborough* the wage and portage rates for Bordeaux and La Rochelle were the same. An example of additional pay for a longer distance to crew sailing *a deniers*, is in a Cely account of the 1480s; the crew of the *Margaret Cely* were hired to go to Arnemunde but the ship went on to Antwerp, for which each man received an extra 2s. *flemish*. When the delay of a voyage was due to dilatoriness on the part of a merchant, he was obliged by *Oleron* to pay compensation, at an unspecified rate, after 15 days, two thirds of which went to the shipmaster (because he had expenses to pay), and one third to the crew. *Queenborough* makes no mention of compensation for loading delays, the crew apparently having to accept lost time as a commercial risk.²⁹

Wages, the rate per mile, and the value of portage for the return voyage, have been tabulated for a number of common routes in Table 1. These remunerations have been taken from *Queenborough* (and are therefore mid-fourteenth-century) backed with the rather scant information about rates of pay to be found elsewhere. From the table, two main groups of wage rates may be identified: over 0.2d. per mile for Lisbon (direct route), Prussia, Berwick and Ireland, and under 0.15d. per mile for Lisbon (coastal route), all the Biscayan ports (direct or coastal routes) and Newcastle. The direct routes, across the Bay of Biscay instead of coasting, would have taken less time and have been less subject to attack but offered no shelter from storms. The Calais run attracted enhanced rates, perhaps because of the risks of piracy, and Flanders falls between the higher and lower rates, assuming in both cases that the wages were 'both ways'. The portages which can be compared with wages indicate that they were probably related to early fourteenth-century rates. In *Customs*, a mariner's 'venture' is restricted to a value of 50 *besants* less than the

²⁸ *The Travels of Leo of Rozmital*, ed. M. Letts, Hakluyt Society, 2nd series, 108 (1957), p. 50. Appendix 1, *Oleron*, article 20. Appendix 2, *Queenborough*, article 17. A *vewe* (or French *veüe*) was the same distance as a *kenning*, somewhere between 17 and 19 miles.

²⁹ PRO HCA 24, file 7: *Richard Audsley and others v. Umfray Knight and William Sawbderson*. Appendix 2, *Queenborough*, article 5. Hanham, *Celys' World*, p. 379. Appendix 1, *Oleron*, article 22.

Table 1 Comparison of wages and portages values

The table has been built from wage and portage rates given in *Queenborough* articles 3–13 (Appendix 2) and the freight rates from other sources. The approximate pence per mile column has been calculated as (wages) divided by (distance in nautical miles).

From	To	Wages outward	Portages return ³	Equivalent freight value	Approx wage as d./mile
London	Lisbon	20s.	1 tun wine	20s./tun ⁵	0.14*/0.20 [^]
London	? Prussia (Danzig)	20s.	1/3 last of ?		0.20
London	Ireland	10s.	3 dickers		0.21
	(Waterford)		hides		
London	Ireland (Dublin)	10s. + 2s.	– do –		0.22
London	Bayonne	10s.	1 tun wine		0.13*/0.15 [^]
London	Scone	8s. 4d.	1/3 last of herring		0.20
London	Berwick	8s.	?		0.22
London	Bordeaux	8s. ¹	1 tun wine	8s.–22s./tun ⁶	0.11*/0.13 [^]
	(autumn)				
London	La Rochelle	8s.	1 tun wine		0.12*/0.14 [^]
	(autumn)				
London	Bordeaux (spring)	7s.	1 pipe wine		0.10*/0.12 [^]
London	La Rochelle	7s	1 pipe wine		0.10*/0.12 [^]
	(spring)				
London	Bourgneuf	5s.	3 x 1/4 salt	3s. 9d.–5s.	0.08*/0.10 [^]
London	Bourgneuf with cover		– do – + 1/2 x 1/4 salt	4s. 4d.–5s. 10d. ⁷	
London	Newcastle	4s.	2 x 1/4 coal ⁴		0.13
London	Flanders	6s	nil		0.18
London	Calais	5s ²	nil		0.32

* calculated from the distance on a direct route

[^] calculated from the distance on a coasting route

¹ Hanham, *Celys' World*, pp. 370–3; for autumn voyages to Bordeaux in the 1480s. the Celys paid their crew 4fr. and shipmaster 12fr., (8s. and 24s. respectively), the portages for the return are uncertain but the freight rate was 18s. in 1488 and 19s. in 1499. Kleineke, 'English Shipping', p. 473 quotes 10s. wages in the 1440s.

² Hanham, *Celys' World*, p. 368: in 1486 the Celys paid their crew 10s. per man, the shipmaster 30s., the cook, carpenter and boatswain 5s. and the purser 10s. for there and back to Calais. Soldiers 'wafting' the convoy received 6s. 8d. plus 12 1/2d. per week ration money (the voyage took two weeks).

³ Hanham, *Celys' World*, p. 368: portages shown are for an ordinary seaman, shipmasters were entitled to double or treble and boys to three quarters. *Local Customs Accounts of the Port of Exeter*, appendix 4.

⁴ Coal was carried in place of stone ballast; the portage allowance was therefore not generous.

⁵ Childs, *Anglo-Castilian Trade*, pp. 170–1. The rate quoted is, *faute de mieux*, from northern Spain.

⁶ James, *Wine Trade*, pp. 17, 25–6. The freight rate in the early fourteenth century was 8s.; war conditions had raised it to 12s.–13s. 4d. by the middle of the century and to 22s. by 1372. The period of truce and then the peace of 1396 allowed rates to fall but only to c.18s.

⁷ CCR 1349–54, p. 197: in the mid-fourteenth century, the freight rate for salt from the Bay to Winchelsea was 15d. per quarter. Bridbury, *Salt Trade*, p. 133: freight represented from 33% to 50% of the retail price of salt in England in the fifteenth century, from 1378 to 1450 salt prices varied between c.4s. and c.7s. per quarter.

wages for the voyage, further evidence of such a relationship. As late as 1486, the able seamen of the *Margaret Cely* were still being paid 4 francs (= 8s. sterling) for the Bordeaux run, when the merchant Tibbot Oliver paid freight at about £1 per tun, after a 21 for 20 discount, for his cargo of 48 tuns. Here, the seaman's wage had remained at the *Queenborough* level of 8s. since the mid-fourteenth century although the value of his portage, if he were offered that option, had inflated to £1. Portage allowances continued to become relatively more valuable as freight rates increased through the century, and their almost complete disappearance towards the end of the fifteenth century was perhaps due to a reluctance on the part of shipmasters to offer such an expensive option to the crew.³⁰

There were other emoluments for the shipmaster and crew. What appears to be a tip for the shipmaster is described as *chaux* (perhaps 'shoemoney'?) of 25 francs (3.7 per cent of the freight cost) in the freighting agreement of 1392 *Lynne* charter-party discussed in chapter 4. The differences to be seen occasionally between the agreed freight rate and the money paid may have been gratuities, for example in a disputed charter of 1387 for 30 weys of salt at 5s. per wey (a total of £7 10s.), the plaintiff shipmaster claimed £7 12s. 6d., the extra 2s. 6d. (1.67 per cent of the freight charge) being, it was claimed, supported by a covenant between merchant and shipmaster. By tradition, the crew were offered 'first refusal' to unload the cargo from their ship for a *primage* payment by the merchant shippers at a rate per ton, an arrangement sometimes agreed in the charter-party. In 1332–33, in Dublin, the crew of the *Margaret* were paid 2d. per tun and 1d. per pipe for loading wine from barges; the same amount was paid to load the barges by windlass from a quay. In 1480–81; John Balsall, purser of the *Trinity*, paid the crew 200 *maravedis* for loading 33.5 tuns of wine from the ship's boat; and in 1486 Giles Beckingham, Richard Cely's apprentice, paid 4s. *fleming* (c.2s. sterling) for 'premech and lodmannach' (loading and pilotage) on the *Margaret Cely*. The crew were expected to carry out repairs on the ship for which they were sometimes paid: while waiting in Bordeaux the 'fellowship' of the *Margaret Cely* were paid 6 sous (1.6d.) for sewing a sail.³¹

When ships were detained for caulking and repairs, the shipmaster and a few of the crew were retained as ship-keepers, earning less but enjoying certain extras and better rations. The Lancastrian naval accounts show that ship-keepers were

³⁰ Twiss, *Black Book*, III, pp. 192–4: *Customs*, chapter lxxxvi. Hanham, *Celys' World*, pp. 370–9. Appendix 3, *Coutumier*, chapter 55. See also James, *Wine Trade*, p. 145, citing PRO E364/54/4.

³¹ CPMR, 1381–1412, pp. 194–8 and pp. 133–4: William Prophet, the shipmaster, claimed against William Jay, a merchant, for freight of salt. Prophet admitted he had received an advance of 40s. and was due a further £5 12s. 6d. *Primage* is mentioned in *Oleron*, article 10, in some manuscripts; Twiss, *Black Book*, I, pp. 88–131. PRO C 47/37/14, mm. 19–34, fo. 5 and mm. 49–60, fo. 10; C 47/37/11, mm. 22–3, fos 1–6d. O'Neill, *Merchants and Mariners*, p. 54 citing PRL, rep. DK, 43, p. 60. Hanham, *Celys' World*, pp. 23, 365, 370.

paid at 6d. per week for shipmasters (most often not paid as they were going about their own business, sick or in receipt of an annuity) and, for ordinary seamen, 3d. The ship-keepers of the *Margaret Cely* were paid 12d. per week and two of them helped with the caulking at a going rate of 11d. for two tides. They were also supplied with small quantities of meat, fruit and vegetables, in addition to whatever they had bought for themselves.³²

In the list of portage allowances, *Queenborough* mentions payment of the outward voyage wages at the out-port (specifically, Berwick) to enable the crew to buy goods for their portages. That provision also occurs in another, somewhat complex, article concerning the putting out of crew's cargo to make room for ship's cargo; here the men are to receive at the out-port (specifically, Bordeaux) half of their total wages plus 50 per cent in compensation if their cargoes are not shipped, the remainder to be paid at the home port. According to *Queenborough*, if a ship is freighted and has a fixed time limit for payment, the crew are to be paid half of their wages on loading and the other half when the ship has reached the unloading port; that provision includes a safeguard against sailors jumping ship however, because if the shipmaster or owner does not wish to take the ship home, the wages are to be paid only when half of the freight money has been received.³³

It is not possible accurately to compare the earnings of mariners with those of their peer group ashore because of the very different conditions of employment. Seamen's rations were supplied by the ship, and impressed sailors on the king's service received a ration allowance, the *regard*. Mariners had opportunities to fish and catch birds, and had some cushion against shortages after poor harvests, by sailing to regions where the crops had been better. In addition to their basic pay, merchant seamen could often speculate by shipping goods, freight-free, in their portages, and had a chance of sharing in finds and prizes.

The quality of life at sea

Accommodation on board

There is no known surviving first-hand account of the life of the shipmaster and his crew on board a medieval ship, but some parallel evidence may be obtained from passengers' tales, ships' inventories and contemporary illustrations and literature. However, it is known that English fourteenth-century cargo ships were not fitted out with living accommodation for the crew. The crew had to find shelter

³² Rose, *Lancastrian Navy*, pp. 71 ff. M.A. Oppenheim, *History of the Administration of the Royal Navy, 1509–1660* (London, 1896), pp. 25–6, 34. Hanham, *Celys' World*, pp. 364 (a caulking rate of 8d. per day is given thrice) and 377.

³³ Appendix 2, *Queenborough*, articles 2, 13, 15, 17.

on deck or, in bad weather, if cargo space permitted, they might have preferred the dark, damp, noisome and rat-infested hold. The ship's officers, fare-paying passengers and the more important merchant shippers lived in the after part of the ship, in the stern castle or below the quarter deck, a tradition which still survives. In the *Lynne* charter-party of 1392, the merchants were to be responsible for caulking the cabin which they had been allocated, unfortunately in an unspecified area of the ship, while the shipmaster had to provide for them fresh water, salt, firewood and lamps, in other words, they were to be self-catering.³⁴

Longer voyages, particularly towards the north, and in the deteriorating weather experienced as the Medieval Warm Period ended, demanded better accommodation for the crew. Voyages to Iceland, for example, must have exposed crews occasionally to very severe conditions. The shelter supplied for the crew was initially perhaps only a canvas *tilt* erected in the shelter of the high bulwarks at the bows. It is possible, however, that from the beginning of the fifteenth century something more permanent was built into ships to accommodate the crew; certainly, before her first voyage for the Celys, the *Margaret Cely* had work done in her 'foxle' which required 100' of board.³⁵

There are several examples of temporary cabins being built for important passengers; an extreme case of ship modification being that for Henry, earl of Derby, later Henry IV, on his expedition to Prussia, when provision was made for cabins and a hall, chapel and chamber. The poem *Morte Arthure* (written 1370–1420) describes a cabin prepared for a king: 'The kynge was in a gret cogge, with knyghtez fulle many, / In a cabane enclosede, clenlyche arayed; / With-in on a riche bedde rystys a littlyle.' Another contemporary poem, *The Pilgrims Sea Voyage*, confirms that temporary cabins were specially built for non-royal but important passengers: 'Anone he [the shipowner] calleth a carpentere, / And byddyth hym bryng with hym hys gere, / To make the cabans here and there, / With many a febyll celle.' The accounts for the construction of private accommodation in a ship for Juana of Navarre's journey to Brittany to marry John IV in 1386, have survived. It took seven carpenters 24 days to construct a framed structure of wood to which was nailed a covering of linen or canvas with net and leather, waterproofed with fat and rosin. The cabin was positioned aft, on deck or on the bridge, and fitted out with new furnishings, eating utensils, pottery, linen cloths, candles and wax torches. Significantly, the accounts show that most of the diplomatic party and

³⁴ Klaus-Peter Kiedel and Uwe Schnall, eds, *The Hanse Cog of Bremen of 1380* (Bremerhaven, 1985), p. 12: the cog found in the Weser had what might have been two cabins under the quarter deck. *CPMR*, 1381–1412, pp. 196.

³⁵ The presence of increased sodium chloride in the Greenland ice core indicates higher wind speeds after c.1410. For early arrivals on Iceland, see G.J. Markus, *Conquest of the North Atlantic* (Woodbridge, 1980). Hanham, *Celys' World*, p. 366. It is interesting that 'forecastle' had already been abbreviated to 'foxle'.

many of the crew left the ship to live ashore while waiting for Juana because of the primitive conditions on board. The erection of such temporary cabins, rather than a cheaper refurbishment of existing accommodation, perhaps confirms that normally there were no permanent cabins on medieval merchant ships.³⁶

Pilgrims' voyages are well documented and reflect something of the conditions in which the crew lived, although ships were more crowded when carrying the devout than when loaded with cargo. Sea sickness was a perennial problem, at least for passengers and perhaps for the crew, in the small and foetid ships. Some passengers were sick from the beginning: Leo of Rozmital and his companions, after being rowed out to their ship were 'so distressed by the waves that they lay on the ship as if they had been dead'. Sanitary arrangements were primitive and required the use of a bucket on deck or a box or barrel suspended over the side of the ship: 'the perilous perch and the splashing of the sea are both discouraging to your purpose and your only hope is to dose yourself with purgatives.' The Dominican monk Felix Faber of Ulm, who travelled twice to the Holy Land in the 1480s, wrote a picturesque account of the lavatorial problems encountered, quoting 'the poet': 'ut dicitur metricè: maturum stercus est importabile pondus.' The result of the lack of comfortable facilities was that organic compost accumulated in the bilges until even the shipmaster realised that something had to be done about it; analysis of the ballast of the early fifteenth-century Aber Wrac'h wreck found the remains of food and human faeces. It is no wonder that in the *Pilgrims Sea Voyage* it was complained that: 'when that we shall go to bedde / The pumps was nygh oure beddes hede / A man were as good to be ded / As smell thereof the stynek.'³⁷

Health at sea

Compared with their peer group ashore, sailors had the advantage of regular meals but the disadvantage of continual exposure to the weather. Although they were isolated for much of their working life from infections passing through their home communities, they were exposed to others in the ports they visited. The risk

³⁶ *Expeditions to Prussia and the Holy Land*, pp. 26–27, 157–8. Morte Arthure, lines 756–8. Furnival, *Pilgrims Sea Voyage*, p. 40; the poem was written c.1460. Jones, 'Le Voyage de Pierre de Lesnerac'.

³⁷ The numbers of pilgrims that ships were licensed to carry indicate potentially horrific conditions: *La Marie* of Southampton, 100; *La Sainte Marie* de Blakney, 60; *La Garlond* of Crowmere, 60, etc., *Foedera*, 12 Henry VI (1434), 10, pp. 567–9; on occasions more were carried, CPR, 1422–9, p. 493. Rozmital, pp. 162–4. J.J. Simmons, 'The Development of External Sanitary Facilities Aboard Ships of the 15th to 19th Centuries', unpublished thesis, Texas A&M University, 1985; the voyage of Eugenio de Salazar from Spain to the New World in 1573. Georges Dubuy, ed., *A History of Private Life*, 2 vols (Cambridge, MA, 1988), vol. 2, *Revelations of the Medieval World*, pp. 587–8. *The Book of the Wanderings of Felix Faber*, ed. and trans. Aubrey Stewart, 2 vols (London, 1892). Hutchinson, *Medieval Ships*, p. 99. Furnival, *Pilgrims Sea Voyage*.

of exposure to pandemics such as bubonic plague was similar for everyone, but seamen visiting Gascon and Iberian ports ran the additional risk of contracting malaria from infected *Anopheles* mosquitoes, and parasite-borne diseases new to their immune systems. In addition, their living conditions were inevitably conducive to pulmonary tuberculosis. The physician Gilbertus Anglicus devoted a chapter of his medical textbook to the health hazards faced by those going to sea based on his personal experiences; he lists seasickness, foul stench, thirst and parasitic infestation but does not mention seamen's industrial injuries. Although his sea experience was towards the end of the thirteenth century, his work was printed and published in 1510 and presumably reflects the experience of fourteenth- and fifteenth-century mariners.³⁸

The principal physical hazards for mariners were suppurating sores and injuries arising from their work or from defending their ship. The rough timbers of the hull and decks splintered into bare feet and hands, falling cargo and equipment crushed and broke limbs, and hernias were probably not uncommon when handling heavy sails and cargo. Because any wound or rotting tooth could progress to septicaemia and death, it was probably generally known that at the first sign of inflammation, wounds had to be opened and rotten teeth extracted. In addition, although voyages were short, the persistently wet and salty conditions almost certainly led to dermatological problems such as salt water rash and fungal infections. Scurvy however, was no more of a problem at sea than ashore as voyages were insufficiently long for vitamin C deficiency to present. Ashore, for those who could afford the fees, repairs to bones, the extraction of teeth and the treatment of flesh wounds were undertaken by barber-surgeons, tooth-pullers and physicians. At sea, injuries, serious or trivial, had to be dealt with on the spot by seamen no doubt practised in empirical first-aid. While physicians argued the question of whether to keep a wound open or to close it, men on board ship had little choice. They probably gave every wound a thorough searching, removing any foreign material they could find and withdrew arrow heads when necessary, perhaps by covering the barbs with quills before pulling the head back through the flesh. Wounds were then plugged with bandages perhaps soaked in egg albumen and covered; although the bandages would be far from sterile, the stimulation of bleeding would help to cleanse the wound. The reduction of dislocated joints and repair of hernias with subsequent supporting bandaging, were no doubt also attempted. Seamen who were too badly injured or too sick to work were put ashore where the shipmaster had an obligation under *Oleron* to arrange accommodation with a carer, food (but

³⁸ *Compendium medicine Gilberti anglici tam morborum universalium quam particularium nondum medicis sed et chirurgicis utilissimum*, ed. Michael de Capella (Lyons 1510), 7, pp. 362–3 and see Appendix 4. Gilbert is amongst those mentioned by Chaucer in his cynical description of the Doctor of Phisik: *Complete Works*, 'General Prologue', line 434.

no better than aboard unless the sick man paid) and a light, but the ship was not obliged to wait for him. When an unidentified illness struck several members of the crew of Juana of Navarre's ship, mentioned above, lodgings and rations were paid for them in the town, as laid down in *Oleron*.³⁹

Personal kit

The shipmaster and crew probably had little personal kit to take to sea, although the former might be expected to have accumulated more spare clothes than a first-time sailor, who no doubt suffered a great deal from the weather. Each man had a mattress stuffed with straw or heather or, if he could afford it, a feather quilt and a bed-cover of waterproofed cloth or of skins. He would also have had a box or canvas bag for his few belongings, all of which were liable to jettison as in the storm in the poem *Patience* quoted above. Although later than the period under examination, an inventory produced in the High Court of Admiralty in 1535 may be typical of a successful shipmaster's belongings a century before. John Aborough had a jerkin of frieze and another of canvas, two petticoats, two pairs of breeches, a shirt, a pair of short hose, a bed (presumably a mattress), a pillow, a coverlet of bever, a handline of 180 fathoms, two sets of sailing directions (one in English and the other Castillian, and a 'year and a half in the making') and four compasses. Other things which a shipmaster might have owned are listed incidentally in a Letter Patent of 1285 defining items to be exempted from contribution to general average, namely a bracelet, belt, ring, silver drinking cup and bedding. He would also have had various personal tools – a knife for eating and working (Chaucer's Shipman had a dagger on a lanyard) and a spike to undo knots. Other eating utensils appear to have belonged to the ship as there are several entries in the Celys' accounts for replacement dishes, cups, spoons, ladles and platters. In view of the paucity of their belongings, the authorisation in *Oleron* for the shipmaster to hold the crew's possessions against their return from leave appears to be optimistic; the lien must have included whatever goods they had shipped if the total were to attain any real value.⁴⁰

³⁹ C.R.W. Edwards et al., eds, *Davidson's Principles and Practice of Medicine* (Edinburgh, 1995 ed.), p. 571: 'Body store [of ascorbic acid] lasts for about 2.5 to 3 months on a deficient diet'. Roy Porter, *The Greatest Benefit to Mankind* (London, 1997), p. 117. Gallen's *Book of Operations*, British Library Sloane MS 2463. Malory, *Works*, ed. Eugène Vinaver (2nd edn, Oxford, 1971), for example p. 656, lines 41–2: 'Than the knyghtes that were hurt were serched, and soffte salves were layde to their woundis'. Tony Hunt, *The Medieval Surgery* (Woodbridge, 1992), p. 29. Appendix 1, *Oleron*, article 7. Jones, 'Le Voyage de Pierre de Lesnerac', pp. 83–104.

⁴⁰ Burwash, *Merchant Shipping*, pp. 33–4. Riley, *Liber Albus*, pp. 490–2. Chaucer, *Complete Works*, 'General Prologue', lines 392–3. CPR 1281–92, pp. 168–9. Hanham, *Celys' World*, pp. 378, 389. Appendix 1, *Oleron*, articles 2, 3, 8, 10, 11, 14, 16, 19. Appendix 3, *Coutumier*, chapter 94.

Rations at sea

Oleron stipulates that when the ship is in a place where grapes are grown, the sailors must have wine and one hot meal each day, but when there is only water to drink, then they are to have two cooked meals per day. When beer was issued to English crews on outward voyages, it appears to have been counted as wine, with the men reduced to one hot meal daily, but they had a second meal of bread and salt-cured beef or salted or smoked fish with their wine or beer. A two-meal regime was generally followed ashore and would not have been seen as any hardship by the crew. As with their peer group ashore, the hot dinner would have been eaten at about 10 a.m. and the cold supper between 4 and 6 p.m., depending on work demands and whether it was summer or winter. No doubt the quality and quantity of the messing varied with the parsimony or generosity of the shipmaster and whether the ship was at sea or in harbour. It is probable that the master, and perhaps other members of the crew, purchased delicacies for themselves whenever they were able. The ruling in Oleron that a sick man who has been left ashore has to pay for any 'viaundes plus deliciouses' bought to supplement the ship's basic rations, confirms that the crew fortified their rations at their own expense. Items bought for the crew of the *Margaret Cely* when the ship was in port included fresh meat, eggs, butter, oil, oatmeal, smoked herring, mustard, mussels, medlars, figs, raisins, green peas and leeks but as these were not always bought in sufficient quantities for the full crew, they must have been only for those of the crew and any travelling merchants who could afford them.⁴¹

Difficulties of food preservation severely restricted the choice of food available at sea. Bread could not be kept fresh for more than two or three days, unsalted meat for little more, and water turned stale if the casks had not been well cleaned and aged. Vegetables were necessarily restricted to root crops which kept well, such as turnips, beets and onions but ships were not at sea long enough for any dietary deficiency to develop. In addition to victuals brought on board at the last port of call, fish and birds would have been caught *en voyage*; the Cely accounts include the purchase of fish hooks and line. There was no understanding of the need to balance the diet and little attention was paid to hygiene in the galleys; ships' cooks were probably no better than the scullions in the kitchens of Henry VIII who 'goe naked or in garments of such vileness as they now doe' or Chaucer's cook: 'But greet harm was it, as it thoughte me, / That on his shyne a mormal hadde he.'⁴²

The bread on board was of two types; fresh when in harbour and for a day or

⁴¹ Appendix 1, Oleron, article 17. PRO C 47/37/14 mm. 1–6, 7–12. *A Collection of Ordinances and Regulations for the Government of the Royal Household*, The Society of Antiquaries (1790), p. 151. Appendix 1, Oleron, article 7.

⁴² Hanham, *Celys' World*, pp. 378 and 390–1. *Ordinances*, p. 148. Chaucer, *Complete Works*, 'General Prologue', lines 385–6.

two thereafter and biscuit or 'hard tack' when at sea. Only larger ships had ovens and it was not possible to bake on the smaller ships to maintain a supply of fresh bread. During Henry of Derby's voyage to Prussia in 1390, his ships were supplied with quantities of ship's biscuit in Danzig. The *Margaret Cely's* 'koke rom' had a hearth which appears to have been unsuitable for baking at sea, as bread was bought (no doubt as biscuit) in dozens to be stored on the ship, but she carried flour to be baked when in port. In contrast, a larger ship operated by Sir John Howard had a sizeable brick-built oven in which bread could have been baked. *Oleron* and *Queenborough* do not specify a bread ration for ships' crews but *Oleron* article 21, which may be corrupt, rather vaguely suggests that sailors going ashore may take with them any amount of bread. What can be said for certain is that, however made and in whatever quantity, indigestion after eating the cooks' 'bread hastily made, without leaven, from the dregs of the ale-tub, leaden bread, bread of tares,' would have been considered normal.⁴³

It has been calculated that medieval seamen expended something over 4,000 calories per day, much of the energy for English crews coming from beer. The protein in seamen's rations consisted principally of fresh or salted meat, 'white' (salted) and 'red' (smoked) herring and 'stockfish' (dried cod). The Cely accounts show the loading of large quantities of red and white fish and stockfish in barrels in March and two oxen salted down also in barrels and loaded just before a sailing in mid-May. The quantity of meat or fish to be issued to each man per day is difficult to extract from the accounts, as the number of days for which provisioning is intended is not given. Other evidence gives an idea of a minimum daily ration: in the *Liber Niger* of Edward IV, a messenger, whose wage of 3d. in court and 5d. out of court was close to a seaman's, received 'one loffe, one messe of grete mete, dim' gallon ale'; a seamen would have required more because of his hard physical work. Another indication of the quantity of food available is the 'cash in lieu' or *regard* paid by the crown to men on merchant ships impressed for service. Between 1327 and 1450, except in 1442 when other arrangements were made, the *regard* was 6d. per week, increased in 1460 (when naval pay was reduced from 3d. per day to 1s. 3d. per week) to 1s. ½d. per week. Hanham has calculated that the food costs on the *Margaret Cely* approximated quite closely to that allowance while the ship was on convoy duty in 1476. In the owner's accounts for the preparation of the *Christofer* of Dartmouth for a voyage to Guyenne with Edward Hull in 1440–41, the victuals bought consisted of wheat flour, a small quantity of oatmeal,

⁴³ *Expeditions to Prussia and the Holy Land*, p. 347. Hanham, *Celys' World*, p. 379: the Celys' day book shows baking at Antwerp and elsewhere. 'Registres de grands jours de Bordeaux', 1456, 1459, ed. H.A. Barckhausen, *Les Archives historiques du département de la Gironde*, vol. IX (Paris and Bordeaux, 1867). G.G. Coulton, *Medieval Panorama* (Cambridge, 1937) p. 233. Piero Camporesi, *Bread of Dreams: Food and Fantasy in Early Modern Europe* (London, 1989). Tares (red corn poppies) and other hallucinogenic and toxic grains were to be found in bread.

beef carcasses, three different types of salt fish and beer, the quantities indicating that all ranks, crew and retinue, were to share the rations. The accounts may be incomplete, in that last-minute purchases were probably made of fruit, vegetables and dairy produce. These victuals and the food purchased for several voyages of the *Margaret Cely* in 1488–89, break down in approximate percentages by value as follows:

	<i>Christofer</i>	<i>Margaret Cely</i>
meat	23%	15 to 34%
fish	30%	10 to 16%
bread, flour, oatmeal, etc.	26%	15 to 25%
drink	20%	30 to 34%
fruit and vegetables	—	0.2 to 2.2%
dairy products and eggs	—	0.2 to 2.8%

In addition, certainly on the *Margaret Cely* and perhaps on the *Christofer*, the casual purchases of the extras mentioned above. The only conclusions that may be drawn from the table are that, compared with the diet of their peer group ashore, sailors had more protein and bread but fewer vegetables and dairy products. The *Margaret Cely* anticipated good catches of fish and the crew of the *Christofer* appear to have been, perforce, relatively abstemious.⁴⁴

The shipmaster's off-shore responsibilities in brief

As might be expected, a shipmaster's responsibilities increased when he put to sea. There were well established protocols for the management of a ship, covering the shipmaster's dealings with the freighting merchants and with his crew. His relationship with the merchants were commercial, reflecting the precepts of maritime and merchant law, while his relationship with his crew was both paternalistic and authoritarian, again based on articles in the several codifications of maritime law. Crisis and post-crisis management, remuneration, payment of incidental expenses, duty of care, a disciplinary code and a complaints procedure were all covered by those protocols.

The training of men to become shipmasters was one aspect of the working life at sea which was not centrally defined, and about which little is known. Acquisition of the necessary skills appears to have been accomplished on the job, often within a familial group. Accommodation on board ship was spartan, but the

⁴⁴ Michel de Jourdin Mollat, *Europe and the Sea* (Oxford, 1993), p. 158. *Ordinances*, pp. 48–9. Oppenheim, *Administration*, pp. 25–6, 34. Hanham, *Celys' World*, pp. variously 369–91. Kleineke, 'English Shipping', pp. 474–5, citing PRO E101/53/27.

health of the crew and their rations were, in general, no worse than those of their peer group ashore.

It is not known how closely medieval shipmasters followed the ordained managerial paradigms once they were at sea, but an ineffective, cruel or miserly skipper would be generally recognised and have encountered difficulties in manning his ship.