The Project Gutenberg eBook of Description of a New Softshell Turtle from the Southeastern United States, by Robert G. Webb

This ebook is for the use of anyone anywhere in the United States and most other parts of the world at no cost and with almost no restrictions whatsoever. You may copy it, give it away or reuse it under the terms of the Project Gutenberg License included with this ebook or online at www.gutenberg.org. If you are not located in the United States, you'll have to check the laws of the country where you are located before using this eBook.

Title: Description of a New Softshell Turtle from the Southeastern United States

Author: Robert G. Webb

Release Date: March 13, 2010 [EBook #31621]

Language: English

Credits: Produced by Chris Curnow, Joseph Cooper, Diane Monico, and the Online Distributed

Proofreading Team at http://www.pgdp.net

*** START OF THE PROJECT GUTENBERG EBOOK DESCRIPTION OF A NEW SOFTSHELL TURTLE FROM THE SOUTHEASTERN UNITED STATES ***

University of Kansas Publications
Museum of Natural History

Volume 11, No. 9, pp. 517-525, 2 pls., 1 fig. August 14, 1959

Description of a New Softshell Turtle From the Southeastern United States

BY

ROBERT G. WEBB

University of Kansas Lawrence 1959

University of Kansas Publications, Museum of Natural History

Editors: E. Raymond Hall, Chairman, Henry S. Fitch, Robert W. Wilson

Volume 11, No. 9, pp. 517-525, 2 pls., 1 Fig. Published August 14, 1959

University of Kansas Lawrence, Kansas

PRINTED IN
THE STATE PRINTING PLANT
TOPEKA, KANSAS
1959

[Pg 519]

Description of a New Softshell Turtle From the Southeastern United States

BY

ROBERT G. WEBB

Examination of softshell turtles allied to *Trionyx muticus* from the southeastern United States discloses the presence of an undescribed subspecies inhabiting river systems of the Gulf Coast.

The author is indebted to Mr. Roger Conant for constructive criticism of the manuscript. I am grateful also to many fellow students for assistance in field work or for other courtesies, especially William E. Brode, Franklin Sogandares-Bernal, Ernest A. Liner, Donald W. Tinkle, Paul K. Anderson, and John K. Greer. The photographs were provided through the cooperation of Roger and Isabelle Hunt Conant and John M. Legler.

Collections from which specimens were obtained are as follows: TU (Tulane University), USNM (United States National Museum), MCZ (Museum of Comparative Zoology, Harvard College), CNHM (Chicago Natural History Museum), KU (Museum of Natural History, University of Kansas), UI (Museum of Natural History, University of Illinois).

Measurements (in millimeters) were made with a Vernier caliper and a metal tape; those of the holotype were made to the nearest one-tenth millimeter. Plastral length was measured from the posterior edge of the plastron to the anteriormost edge of the ventral surface; other measurements were maximal. Depth of shell was taken only on hatchlings and an immature female. Hatchlings were arbitrarily designated as specimens having plastrons shorter than 44 mm; sex of all specimens except adult males was determined by dissection unless otherwise noted.

Trionyx muticus calvatus new subspecies

Gulf Coast Smooth Softshell

Amyda mutica (in part), Stejneger, Bull. Mus. Comp. Zool., 94(1):23-24, 1944.

Amyda muticus (in part), Cook, Jour. Mississippi Acad. Sci., 1941-1947, p. 185, 1946.

Trionyx muticus Anderson, Copeia, 3:211, August 28, 1958.

Holotype.—UI 31071, hatchling, sex undetermined, from the Pearl River, Roses Bluff, 14 miles northeast Jackson, Rankin County, Mississippi; obtained by William F. Childers on August 25, 1952 (Plate 1).

Paratypes.—A total of 20 alcoholic specimens: TU 17301, hatchling male (Plate 2). TU 17302-.1, 16682, three hatchling females, and TU 13473, adult female, from the Escambia River, 2 miles east and 1 mile north of Century, Escambia County, Florida; TU 17306, adult female, from the Pearl River, 9 miles south of Monticello, Lawrence County, Mississippi; USNM 7655, hatchling, sex undetermined, and KU 47117-19, three adult males, from the Pearl River, 1 mile south to 4 miles north of Monticello, Lawrence County, Mississippi; TU 17303-.4, 17304-.3, five hatchling males and four hatchling females, from the Pearl River, Varnado, Washington Parish, Louisiana; TU 17305, immature female, no data.

Diagnosis and definition.—A subspecies of softshell turtle most closely allied to Trionyx muticus muticus but differing from that subspecies in having: (1) a juvenal pattern of large, circular spots, (2) no stripes on dorsal surface of snout, and (3) postocular stripe with thick, black borders immediately behind eye in adult males. T. m. calvatus resembles T. m. muticus, and differs from the several subspecies of Trionyx spinifer in having: (1) no enlarged tubercles on anterior edge of carapace, (2) no ridge projecting from nasal septum, and (3) a smooth dorsal surface on carapace in adult males. T. m. calvatus and T. m. muticus resemble T. ferox in having a smooth dorsal surface on carapace in adult males, but differ from T. ferox in having: (1) no tubercles along anterior edge of carapace, and (2) no ridge projecting from nasal septum.

Description of holotype.—Carapace circular, widest at region of bridge; margin entire; dorsal surface smooth; anterior margin of carapace lacking tubercles; blunt vertebral ridge evident anteriorly; maximum length, 53.1 mm; greatest width, 46.3 mm; greatest depth, 11.5 mm.

[Pg 520]

Plastron small, extending slightly farther forward than carapace; anterior lobe truncate with slight midventral indentation; posterior lobe rounded, sides forming acute angle; certain features of bony elements of plastron visible through overlying skin; width of bony bridge, 4.5 mm; maximum length of plastron, 37.5 mm

Head extended to level of eyes; head terminating in long, rounded, flexible snout; nostrils rounded with no ridges projecting from nasal septum; jaws closed, each covered by fleshy lips except anteriorly where horny portions of jaws are exposed; iris with dark stripe through pupil.

Forefeet and hind feet well-webbed and with five digits each; each limb with nails on first three digits; dorsal surface of each forelimb with four cornified areas, three of which have a free edge; each hind limb with two cornified areas, one smooth on posterodorsal surface and other with free edge on posteroventral surface.

Tail terminating in flexible point and not extending beyond posterior edge of carapace; anus to tip of tail, 2.6 mm; anus to posterior edge of carapace, 8.1 mm.

In preservative: Ground color of carapace dark tan having pattern of 49 brownish spots; 47 spots circular; two spots noticeably elongate, one representing fusion of two circular spots; 17 spots on carapace not exceeding 2.0 mm in diameter, whereas 32 spots range from 2.5 to 4.0 mm in diameter; periphery of carapace pale except anteriorly; maximum width of pale margin (posteriorly), 3.3 mm; junction of pale margin and dorsal ground color formed by rough-edged line composed of small, closely-set dots; pattern of fine punctations and other marks on dorsal surface of forelimbs and hind limbs.

Ground color of underparts whitish, lacking markings; top of head and snout gray, lacking markings; lower eyelids with small dark dots.

Description of paratypes.—Adult females (2 specimens). No striping on dorsal surface of snout; pale postocular stripe not distinct, dark borders obscure (head not extended in TU 13473); carapace circular, pale brown with mottled pattern; carapace lacking pattern of large spots; dark marks present in pale margin of carapace; dorsal surface of soft parts of body finely stippled, larger marks on hind limbs and on anterior surface of forelimbs near their insertions; plastron and ventral surface of soft parts of body without markings. Maximal measurements, respectively, are: length of plastron, 172 and 180 mm; length of carapace, 238 and 263 mm; width of carapace, 203 and 218 mm; width of head, 28 and? mm.

Immature female (1 specimen). Carapace circular having juvenal pattern of large spots, some of which have borders darker than their centers and are best described as ocelli; junction of pale margin and ground color of carapace formed by ill-defined, ragged dark border; dorsal surface of forelimbs and hind limbs finely streaked and dotted, larger marks occurring toward insertions of forelimbs; lower border of pale postocular stripe in contact with upper margin of postlabial pale stripe; no stripes on dorsal surface of snout; fine markings on dorsal surface of neck. Maximal measurements are: length of plastron, 56 mm; length of carapace, 82 mm; width of carapace, 77 mm; depth of shell, 13 mm; width of head, 12 mm.

Adult males (3 specimens). No striping on dorsal surface of snout; pale postocular stripe with thick, black borders immediately behind eye; width of black borders equal to approximately one-half width of pale postocular stripe; dorsal surface of soft parts of body with indistinct markings that are larger on hind limbs; plastron and ventral surface of soft parts of body without markings; small dark spots posteriorly along ventral edge of carapace; pale margin of carapace lacking markings or having few small black spots; carapace circular with or without pattern of large spots. Maximal measurements of smallest and largest specimens, respectively, are: length of plastron, 108 and 118 mm; length of carapace, 160 and 177 mm; width of carapace, 142 and 152 mm; width of head, 21 mm.

Hatchlings (14 specimens). These paratypes resemble the holotype in all features mentioned; markings on neck tend to form longitudinal streaks in TU 17303 and 17304. There are no secondary sexual differences in hatchling turtles.

There is some variation in hatchling turtles. Four from the Escambia River have dorsal spots 3 mm or larger in greatest diameter and on three specimens the dorsal spots number 27, 37 and 37 (total number not discernable in TU 16682); none of the dorsal spots is ocellate. Maximal measurements of these three hatchlings, respectively, are: length of plastron, 35, 36 and 37 mm; length of carapace, 50, 50 and 52 mm; width of carapace, 44, 45 and 47 mm; depth of shell, 11 mm; width of head, 9 mm. Nine hatchlings from the Pearl River at Varnado have more (all small) dorsal spots, which may be ocellate. The dorsal spots and ocelli do not exceed 2 mm in their greatest diameter except that some of those of TU 17304 are 3 mm; the spots range in number from 38 (TU 17303) to 63 (TU

[Pg 521]

17304). Maximal measurements of the smallest and largest specimens, holotype excepted, are: length of plastron, 30 and 33 mm; length of carapace, 42 and 46 mm; width of carapace, 37 and 43 mm; depth of shell, 9 and 10 mm; width of head, 9 and 10 mm. The holotype resembles hatchlings from the Escambia River in having large, non-ocellate dorsal spots 3 mm in greatest diameter, and larger measurements.

One other specimen (not designated as a paratype), consisting of a head with a few attached cervical vertebrae, was obtained on a sand bank of the Escambia River, Florida. The postocular stripe, bright yellow with black borders, was especially vivid in this adult male (KU 47116).

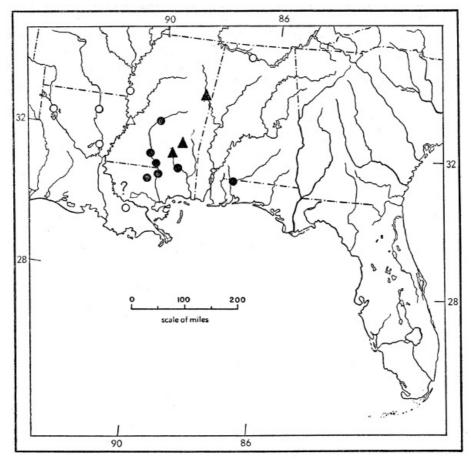


Fig. 1. Map of southeastern United States showing record stations of Trionyx muticus calvatus (solid symbols) and Trionyx m. muticus (open symbols). Circles indicate specimens examined; triangles indicate records in the literature. The question mark refers to a specimen bearing catalogue number 17236 in the collection of Tulane University (see comments on page 524 concerning No. 17236 from the Amite River).

Range.—Trionyx m. calvatus is known from the Pearl, Pascagoula and Escambia river drainages and is to be expected in the Tombigbee-Alabama river drainage (Fig. 1). Tinkle (1958:41, fig. 53, stippled) has indicated the probable range of calvatus. This subspecies is unknown from the Mississippi and Tennessee river drainages, which are inhabited by T. m. muticus. The western limit of distribution is the Pearl River drainage and probably those streams of the Florida Parishes of Louisiana that drain into Lake Ponchartrain. The most easterly record of occurrence for T. m. calvatus is in the Escambia River drainage; the eastern extent of geographic range is not known.

I have seen three preserved young turtles having the characteristic spotted pattern from the Pascagoula drainage in eastern Mississippi. These specimens are uncatalogued and in the collections at Mississippi Southern College, Hattiesburg, Mississippi.

There is a specimen of T. m. muticus labeled as from Mobile, Alabama (MCZ 1596), for which I believe the locality datum is incorrect. It is a young turtle having a well-defined pattern on the carapace and is without doubt a representative of T. m. muticus. Mobile is in the large drainage basin, of the Tombigbee, Black Warrior, Coosa and Alabama rivers, which is between the Escambia and Pearl rivers.

Yarrow (1882:28) reported a specimen of *Amyda mutica*, USNM 11630, from Gainesville, Florida. This record was questioned by Cahn (1937:179), and has been disregarded by subsequent authors. Stejneger (1944:23) lists this specimen

[Pg 523]

number with uncertainty from Mt. Carmel, Illinois. The exact geographic provenance of this specimen is seemingly unknown.

Habitat.—I have collected eggs of *T. m. calvatus* on sand banks of the Escambia River, Florida. The Escambia River has a sand-gravel bottom, extensive sandy banks, a moderately-rapid current, and is flanked by a thick riparian forest. It is approximately 80 feet wide with fallen trees and brush intermittently emergent along the shoreline. The sand bar-habitat along the Pearl River has been mentioned by Anderson (1958:212). All records thus far are from lotic habitats.

Comparisons.—Trionyx m. calvatus is most closely related to Trionyx m. muticus. Both subspecies have the following characteristics: (1) no enlarged tubercles on the anterior edge of the carapace, (2) no ridge projecting from the nasal septum, and (3) a smooth carapace in adult males. These characters distinguish these two subspecies from the several subspecies of T. spinifer, and, except for the smooth carapace in adult males, from T. ferox. Another feature of T. m. calvatus and T. m. muticus, not known to be definitive or diagnostic but noticed on occasion, is the pale orange cast, in life, of the dorsal surface of the carapace and soft parts of the body in young of these turtles.

The spotted pattern of juveniles of *calvatus* is easily distinguished from the pattern of *muticus* (small dots, streaks and dashes) figured by Agassiz (1857, vol. 2, pt. 3, pl. 6, fig. 6), Smith (1950:154, fig. 104), Conant (1938:192, pl. 21, fig. 1; 1958, pl. 11, opposite p. 94), and Cahn (1937:177, pl. 24C).

Unfortunately, the distinctive dorsal spotting in young *calvatus* becomes obscure or absent in some adults of both sexes. Spotting in large males is not so well-defined as in juveniles; it may be absent (TU 17306.3), or indicated by two obscure spots (KU 17117), but is usually evident, at least posteriorly. The spotted pattern is absent in large females, which have a pale, mottled and blotched pattern of lichenlike figures; dorsal spots are obscure in TU 17305 (length of plastron, 56 mm).

Two additional features are, so far as known, universal in *calvatus*; these are: (1) the absence of striping on the dorsal surface of the snout, and (2) the presence of thick, black borders of the postocular stripe in adult males. These features have also been observed in some specimens of *muticus*; their presence in *muticus* cannot be properly evaluated at this time, and is seemingly not due to individual variation. These two characters, however, coupled with the distinctive juvenile pattern of spots, serve, in combination, to distinguish *calvatus* from *muticus*.

[Pg 524]

Discussion.—The two populations are recognized as subspecies because: (1) there is close resemblance, (2) the diagnostic characters pertaining to pattern are few and superficial, and (3) the geographic ranges are allopatric, but juxtaposed. It is probable that *muticus* and *calvatus* would be capable of interbreeding if they were not spatially isolated. It should be pointed out, however, that there is no evidence of intergradation between *muticus* and *calvatus* in the lower Mississippi Valley as has been reported for the subspecies of *T. spinifer* (Conant and Goin, 1948), and that the degree of difference between *calvatus* and *muticus* is greater than that between some subspecies of *T. spinifer*.

Specimens examined.—All the localities listed below are plotted on the distribution map (Fig. 1). Only those specimens of *T. muticus muticus* are listed that serve to delimit the range of *T. m. calvatus*. Fortunately, the identification of the specimens of *muticus* is certain as all show the characteristic juvenile pattern, except the large female, TU 7543, from southeastern Louisiana. USNM 95133-34 (carapaces and plastrons only) and TU 17236 are females, which lack the diagnostic spotted pattern of *calvatus*; the former are referred to this subspecies on geographic grounds (Pearl River at Columbia, Mississippi). TU 17236, from the Amite River, is dubiously relegated to *calvatus* on the supposition that this river and others in the Lake Ponchartrain drainage will yield the characteristic juveniles.

Trionyx m. calvatus (33 specimens): TU 13473, 16682, 17301, 17302-.1, KU 47116 (skull only), Escambia River, 2 miles east, 1 mile north Century, Escambia Co., Florida; TU 17303-.4, 17304-.3, Pearl River, Varnado, Washington Par., Louisiana; TU 17306-.3, Pearl River, 9 miles south Monticello, Lawrence Co., Mississippi; TU 16956, KU 47117-19, USNM 7655, Pearl River, vicinity of Monticello, Lawrence Co., Mississippi; TU 17236?, Amite River, near Baton Rouge, Louisiana; TU 13795, Bogue Chitto River, Enon, Washington Par., Louisiana; TU 17305, no data, Louisiana; USNM 95133-34, Pearl River, Columbia, Marion Co., Mississippi; UI 31071, Pearl River, 14 miles northeast Jackson, Rankin Co., Mississippi; Uncatalogued, see page 523, Leaf River, 3 miles southeast New Augusta, Perry Co., Mississippi.

Trionyx m. muticus (6 specimens): TU 5989, Ouachita River, Monroe, Ouachita Par., Louisiana; TU 7543, Vacherie, St. James Par., Louisiana; CNHM 7845, Gayles, Caddo Par., Louisiana; USNM 92605, Greenville, Washington Co., Mississippi; USNM 113228, Jonesville, Catahoula Par., Louisiana; USNM 118167, Wheeler Reservoir, Tennessee River, Alabama.

Records in the Literature.—USNM 113228, referred to above as Trionyx m. muticus is listed by Stejneger (1944:56) as Amyda s. spinifera; four of the specimens listed above (USNM 7655, 92605, 95133-34) are recorded by Stejneger (op. cit.:23-34) as Amyda mutica. Cook (1946:185) records seven specimens of the muticus group from Mississippi as follows: 1, no data; 1, Vicksburg, Warren Co.; 3, Forrest Co.; 1, Crawford Bridge, Jones Co.; 1, Lake Park, Columbus, Lowndes Co. I have not seen these specimens; they are plotted on the distribution map—the one from Vicksburg as muticus and the others as calvatus on geographic grounds. The hatchlings of Trionyx muticus referred to by Anderson (loc. cit.) include the nine paratypes from Varnado, Louisiana.

[Pg 525]

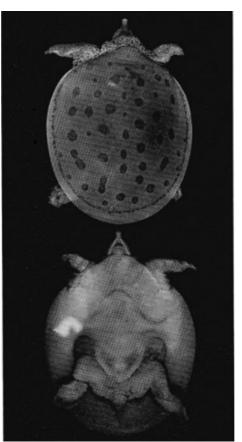


PLATE 13

Trionyx muticus calvatus new subspecies, hatchling, UI 31071, holotype (× 1.3). Top, dorsal view. Bottom, ventral view, Photographs by John M. Legler.

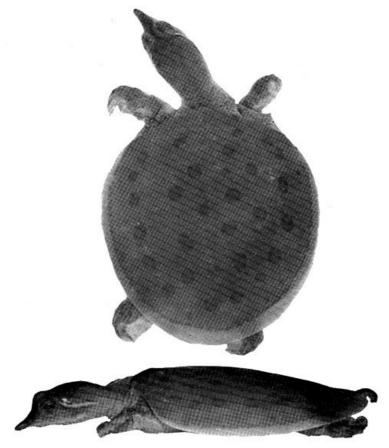


PLATE 14

Trionyx muticus calvatus new subspecies, hatchling male, TU 17301, paratype (× 1.3). Top, dorsal view. Bottom, lateral view of left side. Photographs by Isabelle Hunt Conant.

LITERATURE CITED

Anderson, P. K.

1958. The photic responses and water-approach behavior of hatchling turtles. Copeia, 1958, 3:211-215, 5 figs., August 28.

Agassiz, L.

1857. Contributions to the natural history of the United States. Vol. II, Part III. Embryology of the turtle. Little, Brown and Co., Boston, pp. 451-643, 27 pls.

CAHN, A.

1937. The turtles of Illinois. Illinois Biol. Monogr., 16(1-2):1-218, 31 pls., 15 figs., 20 maps, August 31.

CONANT, R.

1938. The reptiles of Ohio. Amer. Midl. Nat., 20(1):1-200, 26 pls., 38 maps, July.

1958. A field guide to reptiles and amphibians of eastern North America. Houghton Mifflin Co., Boston, pp. vii+366, 40 pls., 62 figs., 248 maps.

CONANT, R., and C. J. GOIN.

1948. A new subspecies of soft-shelled turtle from the central United States, with comments on the application of the name *Amyda*. Occas. Pap. Mus. Zool., Univ. Michigan, 510:1-19, 2 pls., 1 map, June 15.

Соок, Ғ. А.

1946. Distribution of species of Amyda in Mississippi. Journ. Mississippi Acad. Sci., 1941-1947:185-190.

Sмітн, H. M.

1950. Handbook of amphibians and reptiles of Kansas. Univ. Kansas Mus. Nat. Hist., Misc. Publ., 2:1-336, 233 figs., September 12.

STEJNEGER, L.

1944. Notes on the American soft-shell turtles with special reference to *Amyda Agassizii*. Bull. Mus. Comp. Zool., 94(1):1-75, 30 pls.

TINKLE, D. W.

1958. The systematics and ecology of the *Sternothaerus carinatus* complex (Testudinata, Chelydridae). Tulane Stud. Zool., 6(1):1-56, 57 figs.

YARROW, H. C.

1882. Check list of North American Reptilia and Batrachia, with catalogue of specimens in the U. S. National Museum. Bull. U. S. Nat. Mus., 24:1-249.

Transmitted April 30, 1959.

	27-8360
-	

Transcriber's Notes

Repositioned the map and plates between paragraphs. Click on the Plates for enlarged views.

*** END OF THE PROJECT GUTENBERG EBOOK DESCRIPTION OF A NEW SOFTSHELL TURTLE FROM THE SOUTHEASTERN UNITED STATES ***

Updated editions will replace the previous one—the old editions will be renamed.

Creating the works from print editions not protected by U.S. copyright law means that no one owns a United States copyright in these works, so the Foundation (and you!) can copy and distribute it in the United States without permission and without paying copyright royalties. Special rules, set forth in the General Terms of Use part of this license, apply to copying and distributing Project Gutenberg™ electronic works to protect the PROJECT GUTENBERG™ concept and trademark. Project Gutenberg is a registered trademark, and may not be used if you charge for an eBook, except by following the terms of the trademark license, including paying royalties for use of the Project Gutenberg trademark. If you do not charge anything for copies of this eBook, complying with the trademark license is very easy. You may use this eBook for nearly any purpose such as creation of derivative works, reports, performances and research. Project Gutenberg eBooks may be modified and printed and given away—you may do practically ANYTHING in the United States with eBooks not protected by U.S. copyright law. Redistribution is subject to the trademark license, especially commercial redistribution.

START: FULL LICENSE

THE FULL PROJECT GUTENBERG LICENSE

PLEASE READ THIS BEFORE YOU DISTRIBUTE OR USE THIS WORK

To protect the Project GutenbergTM mission of promoting the free distribution of electronic works, by using or distributing this work (or any other work associated in any way with the phrase "Project Gutenberg"), you agree to comply with all the terms of the Full Project GutenbergTM License available with this file or online at www.gutenberg.org/license.

Section 1. General Terms of Use and Redistributing Project Gutenberg™ electronic works

- 1.A. By reading or using any part of this Project GutenbergTM electronic work, you indicate that you have read, understand, agree to and accept all the terms of this license and intellectual property (trademark/copyright) agreement. If you do not agree to abide by all the terms of this agreement, you must cease using and return or destroy all copies of Project GutenbergTM electronic works in your possession. If you paid a fee for obtaining a copy of or access to a Project GutenbergTM electronic work and you do not agree to be bound by the terms of this agreement, you may obtain a refund from the person or entity to whom you paid the fee as set forth in paragraph 1.E.8.
- 1.B. "Project Gutenberg" is a registered trademark. It may only be used on or associated in any way with an electronic work by people who agree to be bound by the terms of this agreement. There are a few things that you can do with most Project GutenbergTM electronic works even without complying with the full terms of this agreement. See paragraph 1.C below. There are a lot of things you can do with Project GutenbergTM electronic works if you follow the terms of this agreement and help preserve free future access to Project GutenbergTM electronic works. See paragraph 1.E below.
- 1.C. The Project Gutenberg Literary Archive Foundation ("the Foundation" or PGLAF), owns a compilation copyright in the collection of Project Gutenberg^{TM} electronic works. Nearly all the individual works in the collection are in the public domain in the United States. If an individual

work is unprotected by copyright law in the United States and you are located in the United States, we do not claim a right to prevent you from copying, distributing, performing, displaying or creating derivative works based on the work as long as all references to Project Gutenberg are removed. Of course, we hope that you will support the Project GutenbergTM mission of promoting free access to electronic works by freely sharing Project GutenbergTM works in compliance with the terms of this agreement for keeping the Project GutenbergTM name associated with the work. You can easily comply with the terms of this agreement by keeping this work in the same format with its attached full Project GutenbergTM License when you share it without charge with others.

- 1.D. The copyright laws of the place where you are located also govern what you can do with this work. Copyright laws in most countries are in a constant state of change. If you are outside the United States, check the laws of your country in addition to the terms of this agreement before downloading, copying, displaying, performing, distributing or creating derivative works based on this work or any other Project Gutenberg $^{\text{TM}}$ work. The Foundation makes no representations concerning the copyright status of any work in any country other than the United States.
- 1.E. Unless you have removed all references to Project Gutenberg:
- 1.E.1. The following sentence, with active links to, or other immediate access to, the full Project GutenbergTM License must appear prominently whenever any copy of a Project GutenbergTM work (any work on which the phrase "Project Gutenberg" appears, or with which the phrase "Project Gutenberg" is associated) is accessed, displayed, performed, viewed, copied or distributed:

This eBook is for the use of anyone anywhere in the United States and most other parts of the world at no cost and with almost no restrictions whatsoever. You may copy it, give it away or re-use it under the terms of the Project Gutenberg License included with this eBook or online at www.gutenberg.org. If you are not located in the United States, you will have to check the laws of the country where you are located before using this eBook.

- 1.E.2. If an individual Project GutenbergTM electronic work is derived from texts not protected by U.S. copyright law (does not contain a notice indicating that it is posted with permission of the copyright holder), the work can be copied and distributed to anyone in the United States without paying any fees or charges. If you are redistributing or providing access to a work with the phrase "Project Gutenberg" associated with or appearing on the work, you must comply either with the requirements of paragraphs 1.E.1 through 1.E.7 or obtain permission for the use of the work and the Project GutenbergTM trademark as set forth in paragraphs 1.E.8 or 1.E.9.
- 1.E.3. If an individual Project Gutenberg[™] electronic work is posted with the permission of the copyright holder, your use and distribution must comply with both paragraphs 1.E.1 through 1.E.7 and any additional terms imposed by the copyright holder. Additional terms will be linked to the Project Gutenberg[™] License for all works posted with the permission of the copyright holder found at the beginning of this work.
- 1.E.4. Do not unlink or detach or remove the full Project GutenbergTM License terms from this work, or any files containing a part of this work or any other work associated with Project GutenbergTM.
- 1.E.5. Do not copy, display, perform, distribute or redistribute this electronic work, or any part of this electronic work, without prominently displaying the sentence set forth in paragraph 1.E.1 with active links or immediate access to the full terms of the Project Gutenberg^m License.
- 1.E.6. You may convert to and distribute this work in any binary, compressed, marked up, nonproprietary or proprietary form, including any word processing or hypertext form. However, if you provide access to or distribute copies of a Project Gutenberg^{TM} work in a format other than "Plain Vanilla ASCII" or other format used in the official version posted on the official Project Gutenberg^{TM} website (www.gutenberg.org), you must, at no additional cost, fee or expense to the user, provide a copy, a means of exporting a copy, or a means of obtaining a copy upon request, of the work in its original "Plain Vanilla ASCII" or other form. Any alternate format must include the full Project Gutenberg^{TM} License as specified in paragraph 1.E.1.
- 1.E.7. Do not charge a fee for access to, viewing, displaying, performing, copying or distributing any Project GutenbergTM works unless you comply with paragraph 1.E.8 or 1.E.9.
- 1.E.8. You may charge a reasonable fee for copies of or providing access to or distributing Project Gutenberg $^{\text{\tiny TM}}$ electronic works provided that:
- You pay a royalty fee of 20% of the gross profits you derive from the use of Project Gutenberg™ works calculated using the method you already use to calculate your applicable taxes. The fee is owed to the owner of the Project Gutenberg™ trademark, but he has agreed to donate royalties under this paragraph to the Project Gutenberg Literary Archive Foundation. Royalty payments must be paid within 60 days following each date on which you prepare (or are legally required to prepare) your periodic tax returns. Royalty payments should be clearly marked as such and sent to the Project Gutenberg Literary Archive Foundation at the address specified in Section 4, "Information about donations to the Project Gutenberg Literary Archive Foundation."
- You provide a full refund of any money paid by a user who notifies you in writing (or by e-mail)

within 30 days of receipt that s/he does not agree to the terms of the full Project GutenbergTM License. You must require such a user to return or destroy all copies of the works possessed in a physical medium and discontinue all use of and all access to other copies of Project GutenbergTM works.

- You provide, in accordance with paragraph 1.F.3, a full refund of any money paid for a work or a replacement copy, if a defect in the electronic work is discovered and reported to you within 90 days of receipt of the work.
- You comply with all other terms of this agreement for free distribution of Project Gutenberg™ works
- 1.E.9. If you wish to charge a fee or distribute a Project Gutenberg[™] electronic work or group of works on different terms than are set forth in this agreement, you must obtain permission in writing from the Project Gutenberg Literary Archive Foundation, the manager of the Project Gutenberg[™] trademark. Contact the Foundation as set forth in Section 3 below.

1.F.

- 1.F.1. Project Gutenberg volunteers and employees expend considerable effort to identify, do copyright research on, transcribe and proofread works not protected by U.S. copyright law in creating the Project Gutenberg^m collection. Despite these efforts, Project Gutenberg^m electronic works, and the medium on which they may be stored, may contain "Defects," such as, but not limited to, incomplete, inaccurate or corrupt data, transcription errors, a copyright or other intellectual property infringement, a defective or damaged disk or other medium, a computer virus, or computer codes that damage or cannot be read by your equipment.
- 1.F.2. LIMITED WARRANTY, DISCLAIMER OF DAMAGES Except for the "Right of Replacement or Refund" described in paragraph 1.F.3, the Project Gutenberg Literary Archive Foundation, the owner of the Project Gutenberg™ trademark, and any other party distributing a Project Gutenberg™ electronic work under this agreement, disclaim all liability to you for damages, costs and expenses, including legal fees. YOU AGREE THAT YOU HAVE NO REMEDIES FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY OR BREACH OF CONTRACT EXCEPT THOSE PROVIDED IN PARAGRAPH 1.F.3. YOU AGREE THAT THE FOUNDATION, THE TRADEMARK OWNER, AND ANY DISTRIBUTOR UNDER THIS AGREEMENT WILL NOT BE LIABLE TO YOU FOR ACTUAL, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES EVEN IF YOU GIVE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.
- 1.F.3. LIMITED RIGHT OF REPLACEMENT OR REFUND If you discover a defect in this electronic work within 90 days of receiving it, you can receive a refund of the money (if any) you paid for it by sending a written explanation to the person you received the work from. If you received the work on a physical medium, you must return the medium with your written explanation. The person or entity that provided you with the defective work may elect to provide a replacement copy in lieu of a refund. If you received the work electronically, the person or entity providing it to you may choose to give you a second opportunity to receive the work electronically in lieu of a refund. If the second copy is also defective, you may demand a refund in writing without further opportunities to fix the problem.
- 1.F.4. Except for the limited right of replacement or refund set forth in paragraph 1.F.3, this work is provided to you 'AS-IS', WITH NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.
- 1.F.5. Some states do not allow disclaimers of certain implied warranties or the exclusion or limitation of certain types of damages. If any disclaimer or limitation set forth in this agreement violates the law of the state applicable to this agreement, the agreement shall be interpreted to make the maximum disclaimer or limitation permitted by the applicable state law. The invalidity or unenforceability of any provision of this agreement shall not void the remaining provisions.
- 1.F.6. INDEMNITY You agree to indemnify and hold the Foundation, the trademark owner, any agent or employee of the Foundation, anyone providing copies of Project GutenbergTM electronic works in accordance with this agreement, and any volunteers associated with the production, promotion and distribution of Project GutenbergTM electronic works, harmless from all liability, costs and expenses, including legal fees, that arise directly or indirectly from any of the following which you do or cause to occur: (a) distribution of this or any Project GutenbergTM work, (b) alteration, modification, or additions or deletions to any Project GutenbergTM work, and (c) any Defect you cause.

Section 2. Information about the Mission of Project Gutenberg™

Project Gutenberg $^{\text{m}}$ is synonymous with the free distribution of electronic works in formats readable by the widest variety of computers including obsolete, old, middle-aged and new computers. It exists because of the efforts of hundreds of volunteers and donations from people in all walks of life.

Volunteers and financial support to provide volunteers with the assistance they need are critical to reaching Project Gutenberg^m's goals and ensuring that the Project Gutenberg^m collection will

remain freely available for generations to come. In 2001, the Project Gutenberg Literary Archive Foundation was created to provide a secure and permanent future for Project GutenbergTM and future generations. To learn more about the Project Gutenberg Literary Archive Foundation and how your efforts and donations can help, see Sections 3 and 4 and the Foundation information page at www.gutenberg.org.

Section 3. Information about the Project Gutenberg Literary Archive Foundation

The Project Gutenberg Literary Archive Foundation is a non-profit 501(c)(3) educational corporation organized under the laws of the state of Mississippi and granted tax exempt status by the Internal Revenue Service. The Foundation's EIN or federal tax identification number is 64-6221541. Contributions to the Project Gutenberg Literary Archive Foundation are tax deductible to the full extent permitted by U.S. federal laws and your state's laws.

The Foundation's business office is located at 809 North 1500 West, Salt Lake City, UT 84116, (801) 596-1887. Email contact links and up to date contact information can be found at the Foundation's website and official page at www.qutenberg.org/contact

Section 4. Information about Donations to the Project Gutenberg Literary Archive Foundation

Project GutenbergTM depends upon and cannot survive without widespread public support and donations to carry out its mission of increasing the number of public domain and licensed works that can be freely distributed in machine-readable form accessible by the widest array of equipment including outdated equipment. Many small donations (\$1\$ to \$5,000) are particularly important to maintaining tax exempt status with the IRS.

The Foundation is committed to complying with the laws regulating charities and charitable donations in all 50 states of the United States. Compliance requirements are not uniform and it takes a considerable effort, much paperwork and many fees to meet and keep up with these requirements. We do not solicit donations in locations where we have not received written confirmation of compliance. To SEND DONATIONS or determine the status of compliance for any particular state visit www.gutenberg.org/donate.

While we cannot and do not solicit contributions from states where we have not met the solicitation requirements, we know of no prohibition against accepting unsolicited donations from donors in such states who approach us with offers to donate.

International donations are gratefully accepted, but we cannot make any statements concerning tax treatment of donations received from outside the United States. U.S. laws alone swamp our small staff.

Please check the Project Gutenberg web pages for current donation methods and addresses. Donations are accepted in a number of other ways including checks, online payments and credit card donations. To donate, please visit: www.gutenberg.org/donate

Section 5. General Information About Project Gutenberg™ electronic works

Professor Michael S. Hart was the originator of the Project Gutenberg^m concept of a library of electronic works that could be freely shared with anyone. For forty years, he produced and distributed Project Gutenberg^m eBooks with only a loose network of volunteer support.

Project Gutenberg $^{\text{TM}}$ eBooks are often created from several printed editions, all of which are confirmed as not protected by copyright in the U.S. unless a copyright notice is included. Thus, we do not necessarily keep eBooks in compliance with any particular paper edition.

Most people start at our website which has the main PG search facility: www.gutenberg.org.

This website includes information about Project Gutenberg $^{\text{m}}$, including how to make donations to the Project Gutenberg Literary Archive Foundation, how to help produce our new eBooks, and how to subscribe to our email newsletter to hear about new eBooks.