

**The Project Gutenberg eBook of Clerical Subscription and the Act of Uniformity, by Edward Hoare**

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](http://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: Clerical Subscription and the Act of Uniformity

Author: Edward Hoare

Release date: May 10, 2016 [EBook #52040]

Language: English

\*\*\* START OF THE PROJECT GUTENBERG EBOOK CLERICAL SUBSCRIPTION AND THE ACT OF UNIFORMITY \*\*\*

Transcribed from the 1864 Hatchard and Co. edition by David Price, email [ccx074@pglaf.org](mailto:ccx074@pglaf.org)

**CLERICAL SUBSCRIPTION  
AND  
THE ACT OF UNIFORMITY.**

BY THE

REV. EDWARD HOARE, M.A.,

INCUMBENT OF TRINITY CHURCH, TUNBRIDGE WELLS.

LONDON:

HATCHARD AND CO., 187, PICCADILLY.  
1864.

ALEX. MACINTOSH,

PRINTER,

GREAT NEW-STREET, LONDON.

p. 2

**CLERICAL SUBSCRIPTION AND THE ACT OF  
UNIFORMITY.**

p. 3

As it has pleased Her Majesty to appoint a Royal Commission to consider the subject of Clerical Subscription, the time has clearly come when those who regard the principle of Subscription to be one of essential importance to the well-being of our Church should consider carefully by what arrangements that principle may be best maintained and carried out. It is the opinion of many that the wisest course is to endeavour to secure the present system without alteration, and earnestly to oppose any change of any kind whatever. Under many circumstances, I could believe in the wisdom of so doing; but if it can be shown that there are great objections against the present practice, then I think that, for the sake of the principle, we ought to be prepared to receive with gratitude such a change as may remove well-grounded and reasonable objections. The principle and the practice are so intimately connected in people's minds that they are almost sure to stand and fall together; so that if there is any great defect in the practice, there is danger

p. 4

of the principle being made to bear the blame of it; and if the practice is such as to give reasonable dissatisfaction to reasonable men, it is almost sure to weaken the hold which the principle has on the public mind. On these grounds I am anxious to call the attention of those Churchmen who believe in the importance of the principle of Subscription to the practice as at present imposed by the Act of Uniformity on the beneficed clergymen of the Church of England; and I do so under the very strong conviction that, in order to maintain the principle and, I might almost add, on every other ground, there should be an united endeavour amongst English Churchmen without delay to effect a change.

My reasons are as follows:—

(1.) The Subscription, as now required of all incumbents, is required not by the Church, but by the State. The Church of England is in no sense responsible for it, having never either sought or sanctioned it. As the Church of England has always held the principle of Subscription, so it has provided a form. This form was first prepared in Convocation, and then sanctioned by James I., by virtue of his prerogative royal, and supreme authority in causes ecclesiastical.

This is the form embodied in the thirty-sixth Canon, and is as follows:—

p. 5

I. That the King's Majesty, under God, is the only supreme Governor of this Realm, and of all other his Highnesses dominions and countries, as well in all spiritual or ecclesiastical things or causes as temporal; and that no foreign prince, person, prelate, state, or potentate hath, or ought to have, any jurisdiction, power, superiority, pre-eminence, or authority, ecclesiastical or spiritual, within his Majesty's said realms, dominions, and countries.

II. That the Book of Common Prayer, and of ordering of bishops, priests, and deacons, containeth in it nothing contrary to the Word of God, and that it may lawfully so be used; and that he himself will use the form in the said book prescribed, in publick prayer, and administration of the Sacraments, and none other.

III. That he alloweth the Book of Articles of Religion, agreed upon by the archbishops and bishops of both provinces, and the whole clergy in the Convocation, holden at London, in the year of our Lord 1562; and that he acknowledgeth all and every the articles therein contained, being in number nine-and-thirty, besides the ratification, to be agreeable to the Word of God.

But the Church's form was too temperate for the vindictive spirit of Charles II. and his Parliament; and therefore, without consulting the Church at all, the King's Majesty, with the consent of the Lords and Commons, enacted a new form of Subscription, and imposed it on all those who either held any benefice at the time, or should hereafter be presented to one. No one, therefore, need fear that his allegiance to the Church would be in any manner compromised by his disapprobation of the form of Subscription required by the Act of Uniformity; for the Church has never had anything to do with it beyond bearing the blame. It is a test imposed on Churchmen by Act of Parliament, without the concurrence of the Church itself, and virtually supersedes the form which the Church has provided. It appears to me, therefore, that loyalty to our Church would lead us respectfully to petition for the repeal of the Parliamentary enactment, that so our Church may be permitted to carry out her own principles, and make use of the form deliberately drawn up by Convocation, and sanctioned by the Crown.##

p. 6

(2.) It is impossible to prove a negative; and I may be mistaken: but I am not able to discover that such a form of Subscription as that required by the Act of Uniformity was ever known in the whole history of Christendom. Churches, one after another, have drawn up Confessions of Faith, and employed them as tests of opinion in the admission of their ministers. Most Churches have prepared liturgical forms for devotional purposes, and required the use of these forms in public worship. The Confession of Faith has been carefully drawn up for one object, and the Liturgy for another; the one to secure sound doctrine, and the other pure devotional worship. So the Church of England, in *its* form of Subscription, has kept the distinction perfectly clear. It requires the new incumbent to subscribe "that he alloweth the Book of Articles to be agreeable to the Word of God," thereby giving a positive acknowledgment of their truth. But of the devotional book, the Book of Common Prayer, it requires him to sign,—“That it containeth in it nothing contrary to the Word of God, and that it may lawfully so be used, and that he himself will use the form in the said book prescribed, in publick prayer and administration of the Sacraments, and none other.” The Book of Articles is employed as a Confession of Faith, or test of opinion; whereas all that is required respecting the Book of Common Prayer is the promise to use it, with the declaration that there is nothing wrong in so doing. But this temperate spirit of the Church was not sufficient for the purposes of Charles and his Parliament. The persons whom they wanted to turn out believed in the Articles, and were, many of them, quite willing to use the Prayer-book. Thus the Church's principles were insufficient for their ejection, and, in order to get rid of them, the plan was devised of omitting all specific mention of the Articles, and making use of the whole book as the test or confession of faith. A long devotional book of 400 pages, containing prayers, Psalms as pointed for chanting, rubrics, addresses, and special services, some of which can be used by the Bishops only, are all massed together, and made into a new exclusive creed. There is no exception made for anything. “All and every thing” is alike included, and the language is made as stringent as possible. It is as follows:—

p. 7

p. 8

“I, A. B., do hereby declare my unfeigned assent and consent to all and every thing

contained and prescribed in and by the book intituled, The Book of Common Prayer, and Administration of the Sacraments, and other Rites and Ceremonies of the Church, according to the uses of the Church of England; together with the Psalter, or Psalms of David, pointed as they are to be said or sung in Churches; and the form or manner of making, ordaining, and consecrating of Bishops, Priests, and Deacons."

Never, I believe, was a more flagrant misuse of any document. The book was prepared for one purpose, and then, for party ends, employed for another. Prayers were made into creeds; the pointing of the Psalms into a test of opinion; and rubrics into confessions of faith. Fortunately, there is wonderfully little in the book, taken as a whole, to wound the conscience of those who subscribe to the Articles. But that is not the point. The real question is, whether prayers, pointings, rubrics, &c., should be employed as creeds. My own belief is, that they never ought to be; for, if there is the accuracy of the creed, there cannot be the devotional warmth of the prayer; that they never have been, except in this instance; and that they would not have been, even in 1662, had it not been for the spirit of retaliation, which, unhappily, induced the King and Parliament to agree in passing the Act of Uniformity.

(3.) But as the form of Subscription is Wrong in principle, so to many conscientious minds it becomes painful in practice.

p. 9

In a long devotional book it is next to impossible that all and everything should be exactly to the mind of any one, and of all the thousands of clergymen who regard the Liturgy as amongst the most sacred possessions ever given to a Church I believe there are very few who would not rejoice over a slight change here and there, if only they could be sure that no changes which they disapproved would be introduced with those they would approve. Looking at the book in its comprehensive character, as containing a Calendar of Lessons, a vast number of rubrics, the Psalms pointed for chanting, and several occasional services, it is vain to expect that every point of detail shall be exactly to the mind of any man. However decided the general approval, there must of necessity be points of detail which grate, to say the least, on the feelings, if they are not opposed to the judgment. Thus there are many persons who believe that there is nothing contrary to God's Word in the Prayer-book, and that it may be lawfully used, who still consider that "assent and consent to all and every thing" is too strong a term to express their state of mind respecting it. The result is that some are deterred from entering the ministry, others decline or resign preferment; while many others would consider it a great relief if the form in the Canon were substituted for that in the Act of Parliament.

(4.) But there is another objection of a much graver character, and one which, in these days of loose opinion, is, I believe, far more important than any already mentioned. By the confusion of the Articles and the ritual in one form of Subscription the door is opened for great laxity as to doctrine.

p. 10

To meet the difficulty which conscientious persons may feel with reference to the ritual, our Church, in the preface, claims for the book that it shall "be allowed such just and favourable construction as in common equity ought to be allowed to all human writings, especially such as are set forth by authority." It is supposed, therefore, by the Church, that each clergyman will put his own favourable construction on the details of the book, which, as a whole, he greatly values; and, provided that he does not consider any portion contrary to God's Word, she is prepared to entrust him with the use of it in the public ministry. Now, such a principle as this is all very well with reference to forms, but becomes inexpressibly dangerous when applied to doctrines. It is only right that men should be allowed to entertain their own opinion respecting the selection of lessons in the calendar; but the very life of the Church is imperilled if we admit a similar latitude respecting the essential truths of Christianity. Thus, the Act of Uniformity, by confusing the two in one form of Subscription, practically opens the way for laxity of religious belief. It puts those who do not believe in the Thirty-nine Articles in the same position as those who think that mistakes have been made in the calendar, or that the mind of the Church would be better expressed if two or three sentences amongst the occasional services were omitted or slightly modified. The favourable construction which is necessary for a comprehensive ritual is claimed equally for the confession of faith, and the denial of revealed truth is placed on the same level as a scruple about a rubric. To the mind of Charles and his advisers I am inclined to think that the two were of equal importance, or possibly the forms were more important than the doctrines. But men of all classes are now, thank God, waking up to the conviction that all matters of ritual are as nothing when compared with the truth as revealed in Scripture; and it is lamentable to think that those who deny such a doctrine as the Atonement should be no more condemned by their Subscription than are those conscientious men who are made uncomfortable by a few trifling matters in the ritual.

p. 11

The conclusion, therefore, is that, just in proportion as we value Divine truth, we should endeavour to fall back on the wisdom of our forefathers, who kept the two things quite distinct; and that there ought to be two forms of Subscription, as directed by the Canon, instead of one, as required by the Act of Uniformity; that so our adherence to the great scriptural and essential truths of the Gospel may stand out, as the Church has placed it, quite distinct from our approbation of the various details of the ritual.

But it is frequently argued that, if we touch any portion of the Act of Uniformity, the whole would be endangered; and it is regarded as so sacred a bulwark around the truth that no risk must be incurred respecting it.

p. 12

Now, I believe that this respect for the Act of Uniformity arises simply from the fact that no one reads it. The greater part has long since become a dead-letter, and if the whole were swept away our position would be very slightly changed. The following is a short summary:—

1. That the Book of Common Prayer as revised in 1660 should be used instead of that of Edward VI.
2. That all parsons, vicars, or other ministers should subscribe, according to the form above given, before the Feast of St. Bartholomew, 1662; or within one month be deprived, *ipso facto*, of their spiritual promotions.
3. That every person who may hereafter be presented to any living make the same Subscription.
4. That every resident incumbent, where a curate is kept, read the common prayers and service at least once a month, or forfeit 5*l.* to the poor of the parish, on conviction before two justices of the peace.
5. That all deans, canons, &c., and even tutors in private families, shall subscribe a declaration against rebellion, a promise to conform to the Liturgy, and until the year 1682 a renunciation of the Solemn League and Covenant.
6. That no person shall act as schoolmaster or private tutor in any family without a licence from the Bishop, and that any person teaching without a licence shall be liable to imprisonment for three months and a fine of 5*l.*
7. That no person shall be admitted to any benefice who is not in holy orders by episcopal ordination; or administer the Sacrament of the Lord's Supper unless he be ordained priest by episcopal ordination, upon pain of a penalty of 100*l.*
8. That the penalties in this Act shall not extend to foreigners or aliens of the Foreign Reformed Churches allowed, or to be allowed, by the King's Majesty, his heirs and successors in England.
9. That all heads of colleges read the Morning Prayer in their college chapel at least once in every quarter, upon pain to lose and be suspended of and from all benefits and profits belonging to the same Government or Headship by the space of six months.
10. That all lecturers or preachers shall, on their admission and on the first lecture day in every month afterwards, read the prayers for the time of the day, and shall afterwards declare their unfeigned assent and consent to the Book of Common Prayer according to the prescribed form; that if they neglect to do so they shall be disabled to preach the said or any other lecture; and that if they preach when so disabled they shall suffer three months' imprisonment in the common gaol without bail or main-prise.
11. That whenever a sermon or lecture is to be preached the common prayer and service for that time of the day must be read.
12. That previous statutes be not repealed.
13. That the parishioners of the several parishes procure copies of the Prayer-book before the Feast of St. Bartholomew, 1662.
14. That the Book be translated into Welsh.
15. That provision be made for the preservation of the Book in Cathedrals and other places.
16. That the Thirty-sixth Article be understood as applying to the book mentioned in this Act as it did heretofore to that of Edward VI.
17. That the form of prayer heretofore in use shall remain so until the Feast of St. Bartholomew, 1662.

p. 13

p. 14

Now what is there in all this that is worth preserving? and what barrier does it present against the inroads of error? The greater part was intended only for the day, and had done its work before the close of the year 1662. Of the remainder there is very little which has not long since fallen into abeyance. Rectors are never fined 5*l.* if they fail in reading prayers once a month. Tutors in private families never subscribe any declaration against rebellion, and are never imprisoned for teaching without the licence of the Bishop. Heads of Colleges are neither suspended nor deprived if they fail to read prayers once a quarter in their college chapels. Lecturers never repeat their declaration of assent and consent on the first lecture day in each month, and yet are never imprisoned. And the Litany is constantly used even by our Bishops in the place of Evening Prayer. All that we want to preserve as of present and practical importance is the adoption of the Liturgy as revised in 1660, and the necessity of Episcopal ordination. For aught I know these may be secured by other statutes; but if not, there would be no difficulty in securing them, though the whole Act of Uniformity were repealed. Or if it is thought desirable that so celebrated an Act of Parliament ought to be preserved as a curious specimen of bygone vindictive legislation, let an amendment be introduced substituting the form of Subscription in the Canon for that required by the Act. If this were done, the Church would be permitted to guard its ministry according to its own principles; many tender consciences would be relieved, and an important step would be taken towards the attainment of the great object of Her Majesty's Commission, viz., the simplification of Clerical Subscription "consistently with due

p. 15

security for the declared agreement of the clergy with the doctrines of the Church, and conformity to its ritual.”

Macintosh, Printer, Great New-street, London.

\*\*\* END OF THE PROJECT GUTENBERG EBOOK CLERICAL SUBSCRIPTION AND THE ACT OF UNIFORMITY \*\*\*

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 Gutenberg™ 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 Gutenberg™ License available with this file or online at [www.gutenberg.org/license](http://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 Gutenberg™ 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 Gutenberg™ electronic works in your possession. If you paid a fee for obtaining a copy of or access to a Project Gutenberg™ 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 Gutenberg™ 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 Gutenberg™ electronic works if you follow the terms of this agreement and help preserve free future access to Project Gutenberg™ 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™ 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 Gutenberg™ mission of promoting free access to electronic works by freely sharing Project Gutenberg™ works in compliance with the terms of this agreement for keeping the Project Gutenberg™ 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 Gutenberg™ 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™ 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 Gutenberg™ License must appear prominently whenever any copy of a Project Gutenberg™ 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](http://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 Gutenberg™ 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 Gutenberg™ 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 Gutenberg™ License terms from this work, or any files containing a part of this work or any other work associated with Project Gutenberg™.

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™ 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™ work in a format other than “Plain Vanilla ASCII” or other format used in the official version posted on the official Project Gutenberg™ website ([www.gutenberg.org](http://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™ 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 Gutenberg™ 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™ 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 Gutenberg™ 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 Gutenberg™ 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™ collection. Despite these efforts, Project Gutenberg™ 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 Gutenberg™ electronic works in accordance with this agreement, and any volunteers associated with the production, promotion and distribution of Project Gutenberg™ 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 Gutenberg™ work, (b) alteration, modification, or additions or deletions to any Project Gutenberg™ work, and (c) any Defect you cause.

## **Section 2. Information about the Mission of Project Gutenberg™**

Project Gutenberg™ 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™’s goals and ensuring that the Project Gutenberg™ 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 Gutenberg™ 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](http://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.gutenberg.org/contact](http://www.gutenberg.org/contact)

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

Project Gutenberg™ 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](http://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](http://www.gutenberg.org/donate)

### **Section 5. General Information About Project Gutenberg™ electronic works**

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

Project Gutenberg™ 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](http://www.gutenberg.org).

This website includes information about Project Gutenberg™, 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.