The Project Gutenberg EBook of A New Subspecies of the Fruit-eating Bat,

Sturnira ludovici, From Western Mexico, by J. Knox Jones and Gary L. Phillips

This eBook is for the use of anyone anywhere 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.net

Title: A New Subspecies of the Fruit-eating Bat, Sturnira ludovici, From Western Mexico

Author: J. Knox Jones

Gary L. Phillips

Release Date: August 6, 2010 [EBook #33364]

Language: English

\*\*\* START OF THIS PROJECT GUTENBERG EBOOK FRUIT-EATING BAT--STURNIRA LUDOVICI \*\*\*

Produced by Chris Curnow, Joseph Cooper and the Online Distributed Proofreading Team at http://www.pgdp.net

UNIVERSITY OF KANSAS PUBLICATIONS MUSEUM OF NATURAL HISTORY

Volume 14, No. 16, pp. 475-481, 1 fig.

March 2, 1964

A New Subspecies of the Fruit-eating Bat, Sturnira ludovici, from Western Mexico

BY

J. KNOX JONES, JR., AND GARY L. PHILLIPS

UNIVERSITY OF KANSAS LAWRENCE 1964

UNIVERSITY OF KANSAS PUBLICATIONS, MUSEUM OF NATURAL HISTORY

Editors: E. Raymond Hall, Chairman, Henry S. Fitch, Theodore H. Eaton, Jr.

Volume 14, No. 16, pp. 475-481, 1 fig. Published March 2, 1964

UNIVERSITY OF KANSAS Lawrence, Kansas

PRINTED BY
HARRY (BUD) TIMBERLAKE, STATE PRINTER
TOPEKA, KANSAS
1964

A New Subspecies of the Fruit-eating Bat, Sturnira ludovici, from Western Mexico

BY

J. KNOX JONES, JR., AND GARY L. PHILLIPS

The fruit-eating bats of the genus \_Sturnira\_ are represented on the North American mainland by two species, \_S. lilium\_ and \_S. ludovici .

The former, in most areas the smaller of the two, is widely distributed

in México and Central America and is common in many places. On the other hand, \_S. ludovici\_, described by Anthony (1924:8) from near Gualea, Ecuador, generally has been regarded as rare; insofar as we can determine only 20 specimens of the species have been recorded previously from North America (Costa Rica, Honduras, and México).

In 1961 (M. Raymond Lee) and 1962 (Percy L. Clifton), field representatives of the Museum of Natural History collected mammals in

western México. Among the bats obtained by them were 23 specimens of \_S. ludovici\_, which represent an heretofore undetected subspecies that

is named and described below.

Sturnira ludovici occidentalis, new subspecies

\_Holotype.\_--Adult female, skin and skull, no. 92798 Museum of

Natural

History, The University of Kansas, from Plumosas, 2500 feet elevation.

Sinaloa; obtained on August 31, 1962, by Percy L. Clifton (original no. 2939).

\_Distribution.\_--Western México; known certainly from south-western Durango south to southern Jalisco (see Fig. 1).

\_Diagnosis.\_-—Size small both externally and cranially (forearm in adults 40.4-44.1 mm., greatest length of skull 21.7-22.9); rostrum short and abruptly elevated; skull relatively broad; dorsal pelage drah

brownish over—all, usually lacking epaulets (pale yellowish brown when

present); ventral pelage brownish gray.

\_Comparisons.\_——From \_Sturnira ludovici ludovici\_, the only other subspecies of the species, \_S. l. occidentalis\_ differs in averaging smaller in most external and cranial dimensions (in some measurements

the upper size limits of \_occidentalis\_ barely overlap the lower limits

in specimens of \_ludovici\_ examined), in having a relatively broader skull with a shorter, more abruptly elevated rostrum, and in being paler both dorsally and ventrally.

From \_Sturnira lilium parvidens\_, with which it is sympatric, \_S. l. occidentalis\_ usually (but not always) differs in being brownish (rather than yellowish to yellowish orange) dorsally and in lacking epaulets, and differs in the following cranial features: first upper incisors simple (rather than weakly bifid in unworn condition), larger,

and more nearly straight when viewed from the front; second upper incisors reduced; lower incisors bilobate rather than trilobate; lingual cusps on m1 and m2 greatly reduced; M2 usually turned inward from M1 at distinct angle. The two species have approximately the same

external and cranial dimensions in western México.

\_Measurements\_ (in millimeters).——External measurements of the holotype

are as follows: total length, 58; length of hind foot, 15; length of ear, 18; forearm (average of both), 42.5. Corresponding average and extreme measurements of 11 adults from 4 km. N Durazno, Jalisco, followed by those of eight adults from 17 km. SE Talpa, Jalisco, are:

61.9 (59-65), 60.9 (57-68); 14.1 (12-15), 13.0 (13); 16.1 (15-18), 16.0

(15-17); 42.2 (40.4-43.8), 42.9 (41.6-44.1); weight in grams, 16.8 (15-19, six specimens only), 19.2 (16.3-22.5).

Cranial measurements of the holotype additional to those given in

Table

1 are: condyloincisive length, 19.7; breadth across upper canines,
5.5;

length of mandibular tooth-row (c-m3), 6.7.

\_Remarks.\_--The pattern of geographic variation in size in \_Sturnira ludovici\_ resembles that in many other species of tropical bats in North America in that individuals from the northern parts of the range

are smaller than those from the south. Mexican specimens herein assigned to \_S. l. ludovici\_ average somewhat smaller than specimens from Central America and the northern part of South America (but are within the currently understood size limits of that subspecies) and average paler as well. Additional material is needed from central and

eastern México before the limits of distribution of the two subspecies

of \_ludovici\_ can be determined accurately.

All specimens examined of the new subspecies were trapped in mist nets.

The holotype was captured in a net stretched across an old road among

large fruit trees situated along a small river (a tributary of the Río

del Baluarte). Tropical deciduous vegetation grew in the narrow valley

of the river but the adjacent hills supported oak. A specimen of \_Artibeus jamaicensis jamaicensis\_ was netted along with the holotype

and on the previous night, August 30, one individual each of \_Glossophaga soricina leachii\_ and \_Sturnira lilium parvidens\_ were taken in the same net. Baker and Greer (1962:69) also reported the two

species of \_Sturnira\_ as netted together 6 mi. S Pueblo Nuevo in adjacent Durango.

TABLE 1.——SOME MEASUREMENTS OF ADULTS OF TWO SUBSPECIES OF STURNIRA LUDOVICI.

## Table Legend:

Col. A: Number of specimens averaged, or catalogue number, and sex

Col. B: Length of forearm

Col. C: Greatest length of skull

Col. D: Zygomatic breadth

Col. E: Mastoid breadth

Col. F: Interorbital constriction

Col. G: Length of maxillary tooth-row

Col. H: Breadth across upper molars

==

```
Н
        _Sturnira ludovici occidentalis_, holotype
92798 KU, (Female) | 42.5 | 22.0 | 12.5 | 11.4 | 5.3 | 6.1 |
1/2 mi. W Revolcaderos, Durango
              | 43.7 | 22.6 | 13.1 | 11.9 | 6.0 | 6.3 |
5698 MSU, (Female)
7.8
5699 MSU, (Female) | 42.3 | 22.2 | 12.7 | 11.3 | 5.6 | 5.9 |
______
                 17 km. SE Talpa, Jalisco
Average 8 (4 Male,
                 | 42.9 | 22.5 | 12.9 | 11.5 | 5.9 | 6.2 |
 4 Female)
7.7
Minimum
                 | 41.6 | 21.7 | 12.6 | 10.9 | 5.7 | 6.0 |
7.5
                  | 44.1 | 22.9 | 13.5 | 11.8 | 6.3 | 6.4 |
Maximum
7.9
     20 km. WNW Purificación, Jalisco
92811 KU, (Male)
             | 42.0 | 22.6 | 13.2 | 12.0 | 6.0 | 6.2 |
7.7
4 km. N Durazno, Jalisco
Average 11 (1 Male,
                  | 42.4 | 22.5 | 13.0 | 11.4 | 5.8 | 6.2 |
 10 Female)
7.7
Minimum
                  | 40.4 | 21.8 | 12.6 | 10.8 | 5.3 | 5.8 |
7.5
                  | 43.8 | 22.9 | 13.4 | 11.8 | 6.1 | 6.3 |
Maximum
8.0
      _Sturnira ludovici ludovici_, 10 mi. SW Villa Juárez, Puebla
67399 KU, (Female) | 44.2 | 24.0 | 13.3 | 11.8 | 5.9 | 6.4 |
8.1
67400 KU, (Female) | 42.9 | 23.2 | 13.7 | 11.9 | 6.0 | 6.3 |
```

```
11 km. W Quiroga, Michoacán
95703 UMMZ, (Male)
                 | | 23.5 | 13.5 | 11.6 | 5.9 | 6.2 |
95704 UMMZ, (Female) | 23.0 | 12.8 | 11.0 | 5.7 | 6.3 |
          Vista Hermosa, Oaxaca
91635 KU, (Female)
                  | 45.1 | 23.9 | 13.4 | 11.8 | 6.0 | 6.5 |
8.0
91636 KU, (Female) | 46.0 | 23.6 | 13.1 | 11.9 | 5.7 | 6.7 |
8.0
       La Cruz Grande, La Paz, Honduras
126791 AMNH, (Female) | 44.0 | 23.6 | 13.5 | 11.8 | 6.1 | 6.3 |
8.1
126811 AMNH, (Female)[1] | 45.5 | 24.6 | 13.2 | 12.0 | 6.3 | 7.2 |
       Sierra Negra, Sierra de Perijá, Colombia (after Hershkovitz,
Minimum (2 Male,
                  2 Female)
Maximum
                near Gualea, Ecuador
67328 AMNH, (Male)[2] | 25.0 | 14.0 | 12.4 | 6.3 |
8.4
67329 AMNH, (Male) | 45.3 | 24.9 | 13.9 | 12.2 | 6.1 | 7.0 |
______
    [1] Holotype of _Sturnira hondurensis_ (measurements after
    Goodwin, 1940:2).
    [2] Holotype of Sturnira ludovici ludovici (measurements
    after Anthony, 1924:9).
Other specimens of S. l. occidentalis were taken under the
following
```

following circumstances: 17 km. SE Talpa, Jalisco (night of November 3-4, 1962)—nine individuals netted over the Río Mascota in "pine-oak zone" along with representatives of \_S. l. parvidens\_, \_Artibeus toltecus\_, \_Chiroderma salvini\_, \_Eptesicus fuscus miradorensis\_, \_Lasiurus

borealis teliotis\_, and \_Rhogeëssa gracilis\_; 20 km. WNW Purificación,

Jalisco (night of November 20–21, 1962)—two specimens captured in a mist net stretched beneath branches of a fig tree at the edge of the Río Jicote in which \_Glossophaga commissarisi\_, \_S. l. parvidens\_, \_Artibeus turpis nanus\_, and \_Artibeus lituratus palmarum\_ also were taken; 4 km. N Durazno, Jalisco (nights of November 21–22 and 22–23, 1961)—11 specimens, of which 10 were females, netted in company with

\_G. s. leachii\_, \_S. l. parvidens\_, \_A. j. jamaicensis\_, \_A. toltecus\_,

\_Centurio senex\_, and \_L. b. teliotis\_ over a stream in a small canyon

that supported "fairly dense stands of very tall deciduous trees." Five

of the 10 females from 4 km. N Durazno were pregnant; each contained a

single embryo. Crown-rump length of the embryos averaged 26.8 (24-30)

mm. No gross reproductive activity was evident in other females of \_S.

l. occidentalis\_ collected.

[Illustration: FIG. 1. Distribution of \_Sturnira ludovici\_ in North America. 1. \_S. l. ludovici.\_

## 2. \_S. l. occidentalis.\_]

\_Specimens examined.\_--A total of 26, arranged from north to south, as

follows: DURANGO: 1/2 mi. W Revolcaderos, 6600 ft., 2 (MSU); 6 mi. S Pueblo Nuevo, 3000 ft., 1 (MSU). SINALOA: Plumosas, 2500 ft., 1 (the holotype). JALISCO: 17 km. SE Talpa, 5200 ft., 9; 20 km. WNW Purificación, 1400 ft., 2; 4 km. N. Durazno, 11.

Specimens of \_S. l. ludovici\_ used in comparisons included a paratype

(AMNH) from near Gualea, Ecuador, a specimen from Mindo, Ecuador,

specimens from La Cruz Grande, La Paz, Honduras (AMNH—paratypes of "\_Sturnira hondurensis\_"), and the following from México: 10 mi. SW Villa Juárez, 4850 ft., Puebla, 2; 11 km. W Quiroga, about 7000 ft., Michoacán, 2 (UMMZ); and Vista Hermosa, 1500 meters, Oaxaca, 5.

\_Acknowledgements.\_--For the loan of comparative materials we are grateful to R. H. Baker of The Museum, Michigan State University (MSU),

- W. H. Burt of the Museum of Zoology, University of Michigan (UMMZ), and
- R. G. Van Gelder of the American Museum of Natural History (AMNH). Specimens listed above that bear no designation as to collection are in the Museum of Natural History of The University of Kansas.

## Literature Cited

ANTHONY, H. E.

1924. Preliminary report on Ecuadorean mammals. No. 6. Amer. Mus. Novit., 139:1-9, October 20.

BAKER, R. H., and J. K. GREER

1962. Mammals of the Mexican state of Durango. Publ. Mus., Michigan State Univ., Biol. Ser., 2:25-154, 4 pls., 6 figs., August 27.

GOODWIN, G. G.

1940. Three new bats from Honduras and the first record of \_Enchisthenes harti\_ (Thomas) for North America. Amer. Mus. Novit., 1075:1-3, June 27.

HERSHKOVITZ, P.

1949. Mammals of northern Colombia. Preliminary report no. 5: Bats (Chiroptera). Proc. U.S. Nat. Mus., 99:429-454, fig. 38, May 10.

\_Transmitted June 24, 1963.\_

End of the Project Gutenberg EBook of A New Subspecies of the Fruit-eating

Bat, Sturnira ludovici, From Western Mexico, by J. Knox Jones and Gary L. Phillips

\*\*\* END OF THIS PROJECT GUTENBERG EBOOK FRUIT-EATING BAT--STURNIRA LUDOVICI \*\*\*

\*\*\*\*\* This file should be named 33364-8.txt or 33364-8.zip \*\*\*\*\*
This and all associated files of various formats will be found in:
http://www.gutenberg.org/3/3/6/33364/

Produced by Chris Curnow, Joseph Cooper and the Online Distributed Proofreading Team at http://www.pgdp.net

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

Creating the works from public domain print editions 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-tm electronic works to protect the PROJECT GUTENBERG-tm concept and trademark. Project Gutenberg is a registered trademark, and may not be used if you charge for the eBooks, unless you receive specific permission. If you

do not charge anything for copies of this eBook, complying with the rules is very easy. You may use this eBook for nearly any purpose such as creation of derivative works, reports, performances and research. They may be modified and printed and given away—you may

practically ANYTHING with public domain eBooks. 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—tm 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-tm License (available with this file or online at http://gutenberg.net/license).

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

1.A. By reading or using any part of this Project Gutenberg-tm 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-tm electronic works in your possession.

If you paid a fee for obtaining a copy of or access to a Project Gutenberg—tm 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-tm 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-tm electronic works if you follow the terms of this agreement

and help preserve free future access to Project Gutenberg-tm 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 in the public domain 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—tm mission of promoting free access to electronic works by freely sharing Project Gutenberg—tm works in compliance with the terms of

this agreement for keeping the Project Gutenberg-tm 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-tm 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—tm work. The Foundation makes no representations concerning

the copyright status of any work in any country outside 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-tm License must appear prominently

whenever any copy of a Project Gutenberg-tm 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 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.qutenberg.net

1.E.2. If an individual Project Gutenberg-tm electronic work is derived

from the public domain (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-tm trademark as set forth in paragraphs 1.E.8 or 1.E.9.

1.E.3. If an individual Project Gutenberg-tm 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-tm 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-tm

License terms from this work, or any files containing a part of this work or any other work associated with Project Gutenberg-tm.

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-tm 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 web site (www.gutenberg.net),

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 Gutenberg—tm 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—tm electronic works provided that
- You pay a royalty fee of 20% of the gross profits you derive from the use of Project Gutenberg-tm works calculated using the method

you already use to calculate your applicable taxes. The fee is owed to the owner of the Project Gutenberg-tm 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-tm 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-tm 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-tm works.
- 1.E.9. If you wish to charge a fee or distribute a Project Gutenberg—tm electronic work or group of works on different terms than are set forth in this agreement, you must obtain permission in writing from both the Project Gutenberg Literary Archive Foundation and Michael Hart, the owner of the Project Gutenberg—tm 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

public domain works in creating the Project Gutenberg-tm collection. Despite these efforts, Project Gutenberg-tm 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,

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—tm trademark, and any other party distributing a Project Gutenberg—tm 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 F3. 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 MERCHANTIBILITY 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-tm electronic works in accordance

with this agreement, and any volunteers associated with the production,

promotion and distribution of Project Gutenberg-tm 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-tm

work, (b) alteration, modification, or additions or deletions to any Project Gutenberg-tm work, and (c) any Defect you cause.

Section 2. Information about the Mission of Project Gutenberg-tm

Project Gutenberg-tm 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—tm's goals and ensuring that the Project Gutenberg—tm 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-tm 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 web page at http://www.pglaf.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. Its 501(c)(3) letter is posted at http://pglaf.org/fundraising. 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 principal office is located at 4557 Melan Dr. S. Fairbanks, AK, 99712., but its volunteers and employees are scattered

throughout numerous locations. Its business office is located at 809 North 1500 West, Salt Lake City, UT 84116, (801) 596–1887, email business@pglaf.org. Email contact links and up to date contact information can be found at the Foundation's web site and official page at http://pglaf.org

For additional contact information: Dr. Gregory B. Newby

Chief Executive and Director gbnewby@pglaf.org

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

Project Gutenberg—tm depends upon and cannot survive without wide spread 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 denations

(\$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 http://pglaf.org

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 including checks, online payments and credit card donations. To donate, please visit: http://pglaf.org/donate

Section 5. General Information About Project Gutenberg-tm electronic works.

Professor Michael S. Hart is the originator of the Project Gutenberg-tm

concept of a library of electronic works that could be freely shared with anyone. For thirty years, he produced and distributed Project Gutenberg-tm eBooks with only a loose network of volunteer support.

Project Gutenberg-tm eBooks are often created from several printed editions, all of which are confirmed as Public Domain 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 Web site which has the main PG search facility:

http://www.gutenberg.net

This Web site includes information about Project Gutenberg-tm, 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.