Report by the Governor on a Visit to the Micmac Indians at Bay d'Espoir

The Project Gutenberg EBook of Report by the Governor on a Visit to the Micmac Indians at Bay d'Espoir, by William MacGregor

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.org

Title: Report by the Governor on a Visit to the Micmac Indians at Bay d'Espoir Colonial Reports, Miscellaneous. No. 54. Newfoundland

Author: William MacGregor

Release Date: August 29, 2006 [EBook #19144]

Language: English

Character set encoding: ASCII

*** START OF THIS PROJECT GUTENBERG EBOOK REPORT BY THE GOVERNOR ON A ***
NEWFOUNDLAND.

REPORT BY THE GOVERNOR ON A VISIT TO THE MICMAC INDIANS AT BAY D'ESPOIR.

Presented to both Houses of Parliament by Command of His Majesty. September, 1908.

[Illustration]

LONDON: PRINTED FOR HIS MAJESTY'S STATIONERY OFFICE, BY DARLING & SON, LTD.,
34-40, BACON STREET, E.

And to be purchased, either directly or through any Bookseller, from WYMAN AND SONS, LTD., FETTER
LANE, E.C., and 32, ABINGDON STREET, WESTMINSTER, S.W.; or OLIVER & BOYD, TWEEDDALE
COURT, EDINBURGH; or E. PONSONBY, 116, GRAFTON STREET, DUBLIN.

1908.

[Cd. 4197.] Price 2d.

No. 54.

NEWFOUNDLAND.

REPORT BY THE GOVERNOR ON A VISIT TO THE MICMAC INDIANS AT BAY D'ESPOIR.

THE GOVERNOR TO THE SECRETARY OF STATE.

Government House, St. John's, 8th July, 1908.

MY LORD,

I have the honour to inform you that I left St. John's on the 28th May to visit the settlement of the Micmac
Indians at Bay d'Espoir, on the south coast of this Island.

Bay d'Espoir is a long inlet of the sea, extending up country over a score of miles. The district is hilly, and is
covered by a forest of rather small trees, spruce and birch, but further inland the hills are generally bare. There
are comparatively few European residents in this bay.

2. The Micmac settlement is on a reservation situated on the eastern side of the Conne arm of the bay, with a
frontage to the water of 230 chains, with an average depth of about 30 chains. It is on the slope of a wooded
hill which is generally steep down to the sea, and at most places hard and rocky, covered by spruce forest.
Most of the Micmac houses are on an area of about a quarter of a mile, where the ground is least steep and
most suitable for building and gardening. In Appendix I. hereto is given a list of the 23 families, consisting of
131 persons, now living on or near the Reservation; and of the 7 persons that have left it for Glenwood in this
Colony. Two years ago three families left the Reservation to settle at Lewisport, and have not returned.

3. The Reservation, it appears, was laid off for the Micmacs about 1872, by Mr. Murray, Geological Surveyor
of the Colony. It contained 24 blocks of about 30 acres each, with a water frontage of 10 chains. From the
copy of the plan of the Reservation enclosed herewith it will be noticed that each parcel was to form the
subject of a personal grant to the individual whose name is on the allotment. The right then conferred was in
each case a "licence to occupy," of which I enclose a copy in blank form. The licence, it will be observed, would, on the fulfilment of certain conditions, have been replaced by a grant in fee, after five years. In few cases, if in any, have the terms of the licence been complied with, and no grant in fee or other title has been issued to any of the occupants on this Reservation.

4. These Micmacs are hunters and trappers, and are ignorant alike of agriculture, of seamanship, and of fishing. There are not more than three or four acres of cultivated land in the whole settlement. The greatest cultivator would not grow in one year more than three or four barrels of potatoes and a few heads of cabbage. There are two miserable cows in the place, and some of the least poor Micmacs possess three or four extremely wretched sheep. They have practically no fowls, but I saw one fowl and a tame wild goose. Their houses are small and inferior, of sawn timber, but have windows of glass. A few hundred yards of road, constructed at the expense of the Government, traverses the end of the settlement where most of the people reside.

5. The community is Roman Catholic, and they have a small church, decently well built and kept, on the best site on the Reservation. It is built of sawn timber and would contain nearly one hundred people, which is too small for the festival of St. Anne, the patroness of the congregation. Over the entrance to the church there is printed in large characters, in the Micmac language, a total prohibition against spitting in church.

The cemetery immediately adjoins the church, and there they bury their dead as members of a single family.

They have had a small school open since the 17th January last. It is a wooden room, about 12 feet by 15 feet, by no means new, with a small stove and two little windows.

The teacher is a woman of partly Micmac origin. She receives some very small allowance from the parish priest, and a few of the children, she says, pay some small fees. There are 34 children on the roll, and the winter attendance was from 25 to 30. They are divided into three classes, the highest of which could read slowly, in English, words of three or four letters. About half of them could write a little, a few of them surprisingly well on such brief tuition. The teacher says they are very amenable to discipline. Seldom has a school been started under greater difficulties than this Micmac institution. I was able sincerely to congratulate the teacher on what she has been able to accomplish under such unfavourable circumstances. It is manifest that the children are bright and clever, and that they would become useful and intelligent citizens if they had ordinary educational advantages. In this probably lies the best hope of a future prospect for this community. The settlement is visited now once a month by the parish priest; and in his absence, one of themselves, Stephen Jeddore, reads the service on Sunday. Last year they were visited by the Right Reverend Bishop McNeil.

6. They appear to be a comparatively healthy people. So far as known, no one is at present affected by tuberculosis in any form. I saw one woman of ninety years of age, Sarah Aseleka, perhaps the only Micmac of pure blood in the settlement. She was born at Bay St. George, and came to Bay d'Espoir some three score of years ago when the Micmacs first settled in this bay. The next oldest person is John Bernard, who is about eighty. Few of them were even fairly well clothed; the majority were in rags. A few wore home-made deer-skin boots, but most of them had purchased ready-made boots or shoes. They make deer-skin boots by scraping caribou skin, and tanning it in a decoction of spruce bark. Such boots are, they state, worn through in a few days. The women can spin wool, and knit stockings. Their food consists chiefly of flour, a few potatoes, some cabbage, and perhaps about half a score of caribou a year for each family, hung up on trees and thus frozen during the winter. They also smoke fish, principally freshwater fish, and obtain a few grouse and hares, but this small game has almost disappeared from the district. They have to go inland a score of miles to obtain caribou for food.
The men are of good size, and strongly built, but clearly of mixed descent, many being nearly like Europeans. The children have all, without exception, very dark, soft eyes, straight black hair, and the nose much more prominent than in the Esquimaux of Labrador.

7. The principal Chief is Olibia, but I unfortunately did not meet him. He had gone out in March to his trapping ground near Mount Sylvester, but could not then reach his traps on account of the unusually great quantity of snow, and he had returned thither at the time of my visit.

I was informed that he was selected as Chief by the Micmacs of the Reservation, and was appointed by the principal Micmac Chief at St. Anne's, Nova Scotia, and by the priest. I was shown the insignia of office worn on ceremonial occasions by the Chief. It consists of a gold medallion with a chain attached, the whole in a case covered by red velvet. The medallion is inscribed "Presented to the Chief of the Micmacs Indians of Newfoundland," but with neither name nor date. The community paid for this badge of office forty-eight dollars.

The second chief is Geodol--called in English Noel Jeddore--who represented Olibia in his absence. Geodol is the owner of one of the two cows on the Reservation, and his brother possesses the second one. The Chieftainship is not hereditary, but is conferred, when a vacancy occurs, on the man the people prefer. They are easy to govern and seldom quarrel. They have no intoxicating liquor and seldom obtain any. They pay 60 to 70 cents a pound for their tobacco, 20 to 30 cents for gunpowder, and 10 cents for shot. They sell their fur locally where they make their small family purchases.

8. The head of each family has his own special trapping ground in the interior, over which others may travel, fish, or shoot, but not trap. For example Geodol, the second chief, traps about Gulp Lake; Olibia, the chief, about Mount Sylvester; Nicholas Jeddore about Burnt Hill; George Jeddore at Bare Hill and Middle Ridge; Stephen Jeddore at Scaffold Hill; Noel Matthews at Great Burnt Lake; &c.

None go as far north as the railway, but Meiklejohn goes as far as John's Pond. Europeans are encroaching on their trapping lands, but do not go far inland. This pushes the Micmacs further inland to get away from the Europeans. They claim no fishing rights at sea, and say frankly they are only trappers and guides.

They go inland in September, when their first care is to shoot a deer and smoke the flesh as food. They return home from the 20th to the 25th November to prepare their traps for fox, lynx, otter, and bear. In December they shoot, as winter food for the family, does and young stags, but not old stags. They say the arctic hare is now very rare on their trapping lands; and snipe, geese, and ducks are far fewer than they were a few years ago. They appear to be very careful not to waste venison, never killing any deer they do not actually require and use as food.

9. It is not possible to regard the present condition and the prospects of this settlement of Micmacs as being bright. Game, their principal food, is manifestly becoming more difficult to procure; their trapping lands are being encroached upon by Europeans; they are not seamen; they are not fishermen; and they do not understand agriculture. In the middle of their Reservation a saw-mill has been in operation some years, apparently on the allotment of Bernard John, but without his sanction or permission, and, it seems, in spite of the protests of the community. None of the Micmacs work at this mill. Formerly they cut logs for it, but the trees that grew near the water have, they say, all been used up and there are none left within their reach that they could bring to the water. The saw-mill is thus an eyesore to them, as it is on what they regard as their land, and in defiance of them.

Although they have not complied with the conditions set forth on the form of licence, which would have entitled them to a grant in fee, yet their occupation has extended over so many years that there is no probability whatever that the Government of Newfoundland would withhold from them grants, as a matter of grace, if they only applied for them and could show how they could use the land. It would not be difficult to
find a location for the community that would be more suitable for them so far as cultivation is concerned, and be equally good for hunting and trapping. With some aid, such as supplies of seed potatoes and a few animals, they could no doubt derive much greater resources than at present from agriculture, especially if to that were added a good school for the young.

The question of their trapping lands will have to be dealt with before long. Each man regards his rights to his trapping area as unimpeachable. They are recognised at present among themselves, but they have no official sanction for their trapping lands either as a community or as individuals, just as they have no official title to the Reservation.

I was accompanied on this visit by the Honourable Eli Dawe, Minister of Marine and Fisheries, who, as a member of the Government, will himself take an interest in the settlement, and call the attention of his colleagues to the condition of the Micmacs. I was also assisted by Mr. James Howley, who has been on friendly terms with these people for many years. I enclose photographs of some of the Micmacs, taken by Mr. Howley during this visit.

10. The Micmacs are held by ethnologists to be a branch of the Algonquins, who inhabited Maine, New Brunswick, and Nova Scotia. It was from the last-named province that they extended to Newfoundland, apparently not much more than a century ago. The fact that they did not effect a lodgment on Newfoundland sooner may be at least partly accounted for by supposing that the Beothuks, the aboriginal natives of Newfoundland, were able to defend themselves and their country from the Micmacs so long as both sides were unprovided with firearms, and until the Beothuks were nearly destroyed by their French and English aggressors.

A sufficiently accurate view of the arrival and early doings of the Micmacs in Newfoundland may be had from the brief extracts from official records enclosed herewith. Governor Duckworth reports in 1809 that the Micmacs were coming over, and that the Beothuks were keeping to the interior in dread of them. The Governor followed up this Report next year (1810) by a Proclamation to the Micmacs and other American Indians frequenting Newfoundland, warning them that any person that murdered a native Indian (Beothuk) would be punished with death. Unfortunately this Proclamation it would appear had no restraining effect, as Governor Keats reports to the Secretary of State in 1815 that the Micmacs had recently come over from Nova Scotia in greater numbers, and had reached the eastern coast of Newfoundland; and he expressed the fear that these newcomers would destroy the native Indians of the Island, whose arms were the bow and arrow.

The Micmacs, it appears, have always possessed firearms since they arrived in Newfoundland. On the other hand I have never heard of a single instance in which the native Beothuks ever obtained such a weapon. The fears of Governor Keats were therefore only too well founded. The unfortunate Beothuk was thus crushed out of existence by the white man and the invading Micmac. Between the white man and the Beothuk there was always hostility; and I have not heard of any family or person in Newfoundland in whose veins flows Beothuk blood. On the other hand it may be doubted whether there is a single pure-blooded Micmac on the Island to-day. As an ethnic unit the Micmac can therefore hardly be said to exist here.

At the same time the Micmac community, such as it is, will not, at least for several generations, be absorbed into the European population of Newfoundland. It is at present a separate entity, and as such clearly requires special attention and treatment at the hands of the Administration, for the Reservation families have claims on Newfoundland by right of a century of Micmac occupation, and by virtue of the European blood that probably each one of them has inherited.

I have, &c., WM. MACGREGOR.

The Right Honourable The Earl of Crewe, K.G., &c., &c., &c.
APPENDIX I.

MICMACS AT CONNE SETTLEMENT, 29th May, 1908.


Total Micmacs on the Reservation, 123.

Living off the Reservation were--

Head of Family. Family. Condition of Members of Family. William McDonald 8 Self, wife, 6 children.

Gone to Glenwood.

Lewis John 5 Self, wife, 3 children. Peter John 1 Self. Louis John 1 Self.

Totals.

Living on the Reservation 123 Living near the Reservation 8 Gone from the Reservation to Glenwood 7 ----

Total 138 ----

* * * * *

APPENDIX II.

NEWFOUNDLAND. No. To all to whom these Presents shall come, I, ANTHONY MUSGRAVE, Esquire, Governor and Commander-in-Chief in and over the island of Newfoundland and its Dependencies, &c., &c.

SEND GREETING:

WHEREAS _____________________

of ________________________, desirous of permanently settling on the Land hereinafter mentioned: KNOW YE, that in pursuance of the power and authority vested in me by the Act of the Legislature of this Colony, passed in the 23rd year of the Reign of Her present Majesty, entitled "An Act to amend an Act passed in the Seventh year of Her Majesty's Reign, entitled 'An Act to make provision for the Disposal and Sale of ungranted and unoccupied Crown Lands, within the Island of Newfoundland and its Dependencies, and for other purposes';" I, the said Governor, do hereby give to the said _____________________ a License to
Occupy all that Piece or Parcel of Land situate and being

________________________________________________________________

To Have and to Hold the

same, with all rights and all privileges thereto belonging, to the said _________________ Executors, Administrators and Assigns, for the term of Five Years from the date of these Presents: Provided always that if the said _______________ shall have settled on and occupied the said Land for the said term of Five Years, and have cultivated ___ acres thereof, within the said term, and have conformed to the provisions of said Act, ___ shall be entitled to a Grant in fee, under the Great Seal, for the said Land: but should he fail to comply with the conditions of this License and conform to the said Act, he shall forfeit all claim to the said Land and Grant aforesaid.

Given under my Hand and Seal at St. John's in Our Island of Newfoundland, this __________ day of __________ Anno Domini One Thousand Eight Hundred and __________ By His Excellency's Command, Colonial Secretary.

APPENDIX III.

"Antelope" at Spithead. 25th November, 1809.

I am sorry to inform Your Lordship that I am again disappointed in my hopes of coming at the Native Indians (Beothuks); they still keep in the interior of the Island (it is reported) from a dread of the Micmacs, who come over from Cape Breton. The articles that were purchased for them are deposited in the Naval Store House at St. John's, where I have directed them to be kept for some future trial of meeting with them.

* * * * *

THE GOVERNOR'S ADDRESS TO THE MICMACS, &c.

His Excellency, Sir John Thomas Duckworth, K.B., Vice-Admiral of the Red, Governor and Commander-in-Chief in and over the Island of Newfoundland, &c.

To the Micmacs, the Esquimaux, and other American Indians frequenting the said Island, Greeting:

WHEREAS it is the gracious pleasure of His Majesty the King, my master, that all kindness should be shewn to you in his Island of Newfoundland, and that all persons of all nations at friendship with him should be considered in this respect as his own subjects, and equally claiming his protection while they are within his Dominions: This is to greet you in His Majesty's name and to entreat you to live in harmony with each other, and to consider all his subjects and all persons inhabiting in his Dominions as your brothers, always ready to do you service, to redress your grievances, and to relieve you in your distress. In the same light also are you to consider the native Indians of this Island; they too are, equally with ourselves, under the protection of our King, and therefore equally entitled to your friendship. You are entreated to behave to them on all occasions as you would do to ourselves. You know that we are your friends, and as they too are our friends, we beg you to be at peace with each other. And withal, you are hereby warned that the safety of these Indians is so precious to His Majesty, who is always the support of the feeble, that if one of ourselves were to do them wrong he would be punished as certainly and as severely as if the injury had been done to the greatest among his own people, and he who dared to murder any one of them would be severely punished with death; your own safety is in the same manner provided for; see therefore that you do no injury to them. If an Englishman were known to murder the poorest and the meanest of your Indians, his death would be the punishment of his crime. Do you not therefore deprive any one of our friends, the native Indians, of his life, or it will be
answered with the life of him who has been guilty of murder.

Fort Townshend, St. John’s, Newfoundland, 1st August, 1810.

J.T. DUCKWORTH.

* * * * *

Extract from Despatch from Governor Sir R.G. Keats to the Secretary of State, 10th November, 1815._

Some years ago the Micmac Indians formed a settlement in St. George's Bay on the West Coast of Newfoundland, which is thriving and industrious. The success of this settlement has probably induced others to follow them, and latterly they have come over in more considerable numbers, penetrated into the country and shewn themselves the present season on the eastern coast of Newfoundland. It is to be feared the arrival of these new comers will prove fatal to the native Indians of the Island, whose arms are the bow, with whom their tribe as well as the Esquimaux are at war, and whose number it is believed has for some years past not exceeded a few hundred.

10th November, 1815.

* * * * *

End of the Project Gutenberg EBook of Report by the Governor on a Visit to the Micmac Indians at Bay d'Espoir, by William MacGregor

*** END OF THIS PROJECT GUTENBERG EBOOK REPORT BY THE GOVERNOR ON A ***

***** This file should be named 19144.txt or 19144.zip ***** This and all associated files of various formats will be found in: http://www.gutenberg.org/1/9/1/4/19144/

Produced by A www.PGDP.net Volunteer, Jeannie Howse 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 do 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.org/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.gutenberg.org

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.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
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, 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-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 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-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
Report by the Governor on a Visit to the

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, is 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 gbnnewby@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 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 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 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.org

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.

*** END: FULL LICENSE ***