The Project Gutenberg EBook of Transactions of the American Society of Civil Engineers, Vol. LXX, Dec. 1910, by Various

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.org

Title: Transactions of the American Society of Civil Engineers, Vol. LXX, Dec. 1910

Final Report of Special Committee on Rail Sections, Paper No. 1177

Author: Various

Release Date: July 8, 2006 [EBook #18785]

Language: English

\*\*\* START OF THIS PROJECT GUTENBERG EBOOK SOCIETY OF CIVIL ENGINEERS \*\*\*

Produced by Juliet Sutherland, Sigal Alon and the Online Distributed Proofreading Team at http://www.pgdp.net

# AMERICAN SOCIETY OF CIVIL ENGINEERS

**INSTITUTED 1852** 

# TRANSACTIONS

The Project Gutenberg EBook of Transactions of the American Society of Civil Engineers, Vol. LXX, Dec. 1910, by Various

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: Transactions of the American Society of Civil Engineers, Vol. LXX, Dec. 1910

Final Report of Special Committee on Rail Sections, Paper No. 1177

Author: Various

Release Date: July 8, 2006 [EBook #18785]

Language: English

\*\*\* START OF THIS PROJECT GUTENBERG EBOOK SOCIETY OF CIVIL ENGINEERS \*\*\*

Produced by Juliet Sutherland, Sigal Alon and the Online Distributed Proofreading Team at http://www.pgdp.net

# AMERICAN SOCIETY OF CIVIL ENGINEERS

## **INSTITUTED 1852**

# **TRANSACTIONS**

Paper No. 1177

# FINAL REPORT OF SPECIAL COMMITTEE ON RAIL SECTIONS. [A]

Your Special Committee on Steel Rails, since their appointment in 1902, have held numerous meetings, not only of their own body, but also in conference with Committees representing other Societies and the steel rail makers. The results of their deliberations have been presented to the Society in their reports presented on

> 1903<sup>[B]</sup> 21st, January 1905 18th. 1906 17th. 16th. 1907 1907 July 9th, December 6th, 1907 18th. 1908 November 30th, 1909

As previously reported to you, the Rail Committee of the American Railway Engineering and Maintenance of Way Association is also acting for the American Railway Association; and the latter organization has guaranteed to it the necessary

funds to make exhaustive tests and observations as to the wear, breakage, etc., etc., of steel rails. This work is being prosecuted, and will of necessity require several years.

Your Committee feels that it has nothing to add to the several reports which it has presented to the Society, particularly as, so far, the several cardinal principles outlined in them are being practically followed in the several used and proposed specifications and rail sections.

In view of the foregoing, your Committee would respectfully ask to be discharged so that the field may be clear if at any future time the Society should desire to again place the subject in the hands of a Committee.

Joseph T. Richards,
C. W. Buchholz,
E. C. Carter,
S. M. Felton,
Robert W. Hunt,
John D. Isaacs,
Richard Montfort,
H. G. Prout,
Percival Roberts, Jr.,
George E. Thackray,
Edmund K. Turner,

Approved in connection with the attached report:

WILLIAM R. WEBSTER.

June, 1910.

PHILADELPHIA, JUNE 1st, 1910.

I have signed the Report of the A. S. C. E. Rail Committee,—"Approved in connection with the attached report," as I feel that the report is too condensed, and assumes that all are familiar with the Rail situation, especially what has been done by the other Societies.

The work undertaken by this Committee has been delegated by The American Railway Association to the Rail Committee of The American Railway Engineering and Maintenance of Way Association, and it therefore seems appropriate to give the results of their work, up to date, to our members in convenient form for reference, especially as our rail specifications have not been worked to, and they have offered a better specification that will be worked to, and no doubt largely used by the

members of this Society. The specification is attached to this report.

In presenting this specification to the Annual Meeting at Chicago in March last, the Committee said: [C]

"A new specification should not be proposed at this time without careful consideration. So far as we know, no railroad company has purchased rails under the specifications approved by the American Railway Association and referred to us; nor do we know of any railway company that has succeeded in buying rails during the past two years according to a specification entirely satisfactory to the railroad company. We believe that all of the specifications under which rails have been rolled have been compromises on the part of both parties, with the general result that neither party is entirely satisfied. Our experience during the year has brought to our attention some defects in all of the specifications now before us, and acting under the impression that there is a distinct feeling that we should revise our specifications, we offer the attached specifications for your consideration. Our Association has no specification for Open-Hearth Steel Rails, and in order to comply with the instructions, a specification for Open-Hearth Steel Rails is included.

"We believe it necessary to submit a sliding scale for the percentages of carbon and phosphorus, which provides for increasing the carbon as the phosphorus decreases. The fixing of this scale properly is a matter requiring care, and we admit that our knowledge on the subject is limited. The American Railway Association specification calls attention to this matter in the following words: 'When lower phosphorus can be secured, a proper proportionate increase in carbon should be made.' The amount of increase is not provided for in the specifications, and this appears to us to be necessary in order to secure uniformity of practice; otherwise, the fixing of these percentages becomes a matter of special arrangement. Bessemer rails are being furnished regularly with phosphorus under the maximum allowed, and where this is done, the carbon should be raised above the higher limit now fixed in our specifications, or a soft and poor wearing rail will result; yet this condition has not been fully guarded against in rails furnished under existing specifications. The lower and upper limits for carbon have heretofore been fixed with the intention that the mills furnish rails with a composition as near between the two limits as possible. The mills, however, in order to meet the prescribed drop tests with the least difficulty, keep both the carbon and manganese as nearly as possible to

the lower limits, with the corresponding result that a generally poorwearing rail is furnished.

"Some roads have prescribed the limits of deflection to be allowed under the drop test. With our present knowledge, we believe that we should fix a minimum deflection to eliminate brittle rails and to secure greater uniformity of product; also maximum deflection to eliminate soft rails. We are not able at the present time to fix these limits, but our ultimate object will be to determine and fix such limits for the specifications.

"With reference to the amount of discard, time of holding in ladle, size of nozzles, and other such details of manufacture or machinery, we are of the opinion that the physical and chemical tests required should be prescribed, and that we should see that the material submitted for acceptance meets the prescribed tests. We should not dictate to the manufacturers the amount of crop which shall be removed from the top of the ingot, as this should vary with the care and time consumed at the various mills. The railroads should not be asked to take anything but sound material in their rails. The mills can furnish such sound material if the proper care and sufficient time are taken in the making of the ingots. Information derived from the tests being made at the Watertown Arsenal shows definitely that sound rails cannot be made from unsound ingots, and that, therefore, the prime requisite in securing a sound rail is to first secure the sound ingot.

"We recommend that the present Specifications for Steel Rails be withdrawn from the Manual of Recommended Practice of the Association, as no longer representing the current state of the art.

"We submit herewith, as Appendix 'A,' a form for specifications. It will have to be amended from time to time as we receive further information on the subject."

The specifications referred to above were modified and presented at the Meeting in *Supplement to Bulletin No. 121*, of March, 1910, and in this final form are attached hereto.

These specifications do not represent the work of any one Society or the work of any one Committee, but are the result of all the work of the different Societies, as the members of all are so interwoven that whatever work is done in any one Society, or by the Committee of a Society, has very naturally and fortunately been carried into the others.

At the Chicago Meeting these specifications were accepted without a single change, and this is very unusual and shows how generally acceptable they were, as the members of all Rail Committees were present at the Meeting. The main points in this specification were discussed and agreed upon by the members of the Committee and the Rail Committee of the manufacturers who have co-operated with them in this work.

In the matter of Rail Sections, the Rail Committee of The American Railway Engineering and Maintenance of Way Association has not arrived at any definite conclusions. The new sections "A" and "B" of The American Railway Association have not given as good results as was expected of them, and the whole matter is yet under consideration. The Committee reported as follows:<sup>[D]</sup>

"The instructions of the American Railway Association require us to study the A. R. A. sections 'A' and 'B' in use and submit a single type for standard. Owing to the conditions existing in 1908, very little rail was laid, and practically none of the A. R. A. sections, in such manner as to give the needed information. This year, several roads have laid A. R. A. sections of rail, with a view of determining the relative merits of the respective sections. These rails have been in the track so short a time that we are not justified in drawing any conclusions as to which of the A. R. A. types, 'A' or 'B,' or if either, is better than the A. S. C. E. sections.

"Bulletin No. 116, issued October, 1909, gives the statistics for rail failures for six months from October 31, 1908, to April 30, 1909, as reported to the Committee. These statistics do show that the difference in section can be entirely annihilated by difference in chemical composition and by the treatment in furnace and mill.

"The results so far obtained from the heavy base A. R. A. sections are disappointing, as we have received some rail from the mills of the new section which was as bad as we did with the old A. S. C. E. section, showing that the quality of the rail does not depend entirely upon the section.

"The tests to be inaugurated by the Committee, combined with the results of the tests at Watertown and the performance of the rail in the track, will give us valuable data to aid us in coming to a final conclusion."

A careful study of the results already obtained, on both Bessemer and open-hearth steel rails, indicates that the next necessary step will be the use of a much heavier

rail, and I think the sooner this is admitted and trial lots of say 1,000 tons each of 110-lb., 120-lb. and 130-lb. rails rolled, of Bessemer and open-hearth steel, and put in service under the most severe conditions, the sooner we will get rid of the present difficulties with our rails.

WM. R. Webster.

## "SPECIFICATIONS FOR STEEL RAILS. [E]

Process of manufacture.

- "1. The entire process of manufacture shall be in accordance with the best current state of the art.
- "(a) Ingots shall be kept in a vertical position until ready to be rolled, or until the metal in the interior has had time to solidify.
- "(b) Bled ingots shall not be used.

Chemical composition.

"2. The chemical composition of the steel from which the rails are rolled shall be within the following limits:

	Bessemer.		Open-Hearth.	
	70 lbs. and over, but under 85 lbs.	85 to 100 lbs. inclusive.	70 lbs. and over, but under 85 lbs.	85 to 100 lbs. inclusive.
Carbon	0.40 to 0.50	0.45 to 0.55	0.53 to 0.66	0.63 to 0.76
Manganese	0.80 to 1.10	0.80 to 1.10	0.70 to 1.00	0.70 to 1.00
Silicon	0.07 to 0.20	0.07 to 0.20	0.07 to 0.20	0.07 to 0.20
Phosphorus, not to exceed	0.10	0.10	0.04	0.04
Sulphur, not to exceed	0.075	0.075	0.06	0.06

"3. When the average phosphorus content of the ingot metal used in the Bessemer Process at any mill is below 0.08 and in the Open-Hearth Process is below 0.03, the carbon shall be increased at the rate of 0.035 for each 0.01 that the phosphorus

content of the ingot metal used averages below 0.08 for Bessemer steel, or 0.03 for Open-Hearth steel.

"The percentage of carbon in an entire order of rails shall average as high as the mean percentage between the upper and lower limits.

Shearing.

"4. The end of the bloom formed from the top of the ingot shall be sheared until the entire face shows sound metal.

"All metal from the top of the ingot, whether made from the bloom or the rail, is the top discard.

Shrink

"5. The number of passes and speed of train shall be so regulated that, on leaving the rolls at the final pass, the temperature of the rails will not exceed that which requires a shrinkage allowance at the hot saws, for a 33-ft. rail of 100 lb. section, of 6-1/2 in. for thick base sections and 6-3/4 in. for A. S. CC. E. sections, and 1/8 in. less for each ten pounds decrease of section, these allowances to be decreased at the rate of 1-100 in. for each second of time elapsed between the rail leaving the finishing rolls and being sawed.

"The bars shall not be held for the purpose of reducing their temperature, nor shall any artificial means of cooling them be used between the leading and finishing passes, nor after they leave the finishing pass.

Section

"6. The section of rail shall conform as accurately as possible to the templet furnished by the Railroad Company. A variation in height of 1-64 in. less or 1-32 in. greater than the specified height, and 1-16 in. in width of flange, will be permitted; but no variations shall be allowed in the dimensions affecting the fit of splice bars.

Weight

"7. The weight of the rail shall be maintained as nearly as

possible, after complying with the preceding paragraph, to that specified in the contract.

"A variation of one-half of one per cent. from the calculated weight of section, as applied to an entire order, will be allowed.

"Rails will be accepted and paid for according to actual weight.

Length

"8. The standard length of rail shall be 33 ft.

"Ten per cent. of the entire order will be accepted in shorter lengths varying by 1 ft. from 32 ft. to 25 ft.

"A variation of 1/4 in. from the specified lengths will be allowed.

"All No. 1 rails less than 33 ft. shall be painted green on both ends.

Finishing

"9. Care shall be taken in hot-straightening rails, and it shall result in their being left in such condition that they will not vary throughout their entire length more than four (4) in. from a straight line in any direction for thick base sections, and 5 in. for A. S. C. E. sections when delivered to the cold-straightening presses. Those which vary beyond that amount, or have short kinks, shall be classed as second quality rails and be so marked.

"The distance between supports of rails in the straightening press shall not be less than forty-two (42) in.; supports to have flat surfaces and out of wind. Rails shall be straight in line and surface and smooth on head when finished, final straightening being done while cold.

"They shall be sawed square at ends, variations to be not more than 1-32 in., and prior to shipment shall have the burr caused by the saw cutting removed and the ends made clean.

Drilling

"10. Circular holes for joint bolts shall be drilled in accordance with specifications of the purchaser. They shall in every respect

conform accurately to drawing and dimensions furnished and shall be free from burrs.

#### Branding

"11. The name of the manufacturer, the weight of the rail, and the month and year of manufacture shall be rolled in raised letters and figures on the side of the web. The number of the heat and a letter indicating the portion of the ingot from which the rail was made shall be plainly stamped on the web of each rail, where it will not be covered by the splice bars. Rails to be lettered consecutively A, B, C, etc., the rail from the top of the ingot being A. In case of a top discard of twenty or more per cent. the letter A will be omitted. Open-Hearth rails to be branded or stamped O. H. All marking of rails shall be done so effectively that the marks may be read as long as the rails are in service.

### Drop testing.

"12. (a) Drop tests shall be made on pieces of rail rolled from the top of the ingot, not less than four (4) ft. and not more than six (6) ft. long, from each heat of steel. These test pieces shall be cut from the rail bar next to either end of the top rail, as selected by the Inspector.

"The temperature of the test pieces shall be between forty (40) and one hundred (100) degrees Fahrenheit.

"The test pieces shall be placed head upward on solid supports, five (5) in. top radius, three (3) ft. between centers, and subjected to impact tests, the tup falling free from the following heights:

70 lb. rail	16 ft.
80, 85 and 90 lb. rail	18 ft.
100 lb. rail	20 ft.

"The test pieces which do not break under the first drop shall be nicked and tested to destruction.

"(b) (It is proposed to prescribe, under this paragraph, the requirements in regard to deflection, fixing maximum and minimum limits, as soon as proper deflection limits have been

Tests.

- "13. (A) Two pieces shall be tested from each heat of steel. If either of these test pieces breaks, a third piece shall be tested. If two of the test pieces break without showing physical defect, all rails of the heat will be rejected absolutely. If two of the test pieces do not break, all rails of the heat will be accepted as No. 1 or No. 2 classification (according as the deflection is less or more, respectively, than the prescribed limit<sup>[F]</sup>).
- "(B) If, however, any test piece broken under test A shows physical defect, the top rail from each ingot of that heat shall be rejected.
- "(C) Additional tests shall then be made of test pieces selected by the Inspector from the top end of any second rails of the same heat. If two out of three of these second test pieces break, the remainder of the rails of the heat will also be rejected. If two out of three of these second test pieces do not break, the remainder of the rails of the heat will be accepted, provided they conform to the other requirements of these specifications, as No. 1 or No. 2 classification (according as the deflection is less or more, respectively, than the prescribed limit<sup>[F]</sup>).
- "(D) If any test piece, test A, does not break, but when nicked and tested to destruction shows interior defect, the top rails from each ingot of that heat shall be rejected.

Drop testing machine.

"14. The drop-testing machine shall be the standard of the American Railway Engineering and Maintenance of Way Association, and have a tup of 2,000 lbs. weight, the striking face of which shall have a radius of five (5) in.

"The anvil block shall be adequately supported and shall weigh 20,000 lbs.

"The supports shall be a part of or firmly secured to the anvil.

"15. No. 1 rails shall be free from injurious defects and flaws of all kinds.

No. 2 Rails.

- "16. Rails which, by reason of surface imperfections, are not accepted as No. 1 rails, will be classed as No. 2 rails, but rails containing physical defects which impair their strength, shall be rejected.
- "No. 2 rails to the extent of five (5) per cent. of the whole order will be received. All rails accepted as No. 2 rails shall have the ends painted white, and shall have two prick punch marks on the side of the web near the heat number near the end of the rail, so placed as not to be covered by the splice bars.
- "Rails improperly drilled, straightened, or from which the burrs have not been properly removed, shall be rejected, but may be accepted after being properly finished.
- "Different classes of rails shall be kept separate in shipment.
- "All rails shall be loaded in the presence of the inspector.

Inspection.

- "17. (a) Inspectors representing the purchaser shall have free entry to the works of the Manufacturer at all times while the contract is being executed, and shall have all reasonable facilities afforded them by the Manufacturer to satisfy them that the rails have been made in accordance with the terms of the specifications.
- "(b) For Bessemer Steel the Manufacturer shall, before the rails are shipped, furnish the Inspector daily with carbon determinations for each heat, and two complete chemical analyses every twenty-four hours representing the average of the other elements specified in section 2 hereof contained in the steel, for each day and night turn respectively. These analyses shall be made on drillings taken from the ladle test ingot not less than 1/4 in. beneath the surface.
- "For Open-Hearth Steel, the makers shall furnish the Inspectors with a complete chemical analysis of the elements specified in

section 2 hereof for each melt.

- "(c) On request of the Inspector, the Manufacturer shall furnish drillings from the test ingot for check analysis.
- "(d) All tests and inspections shall be made at the place of manufacture, prior to shipment, and shall be so conducted as not to unnecessarily interfere with the operation of the mill."

## **FOOTNOTES:**

- [A] Presented to the Annual Convention, June 21st, 1910.
- [B] These reports were published in *Proceedings*, Am. Soc. C. E., as follows: February, 1903, p. 43; February, 1905, p. 60: February, 1906, p. 50; February, 1907, p. 69; August, 1907, p. 290; February, 1908, p. 85; February, 1909, p. 61; February, 1910, p. 62.
- [C] Bulletin No. 118, December, 1909.
- [D] Bulletin No. 118. December, 1909.
- [E] Reprinted from *Supplement to Bulletin No. 121* of the American Railway Engineering and Maintenance of Way Association (March, 1910).
- [F] Note: The clause in brackets in Sections A and C to be added to the specifications when the deflection limits are specified.

End of the Project Gutenberg EBook of Transactions of the American Society of Civil Engineers, Vol. LXX, Dec. 1910, by Various

\*\*\* END OF THIS PROJECT GUTENBERG EBOOK SOCIETY OF CIVIL ENGINEERS \*\*\*

\*\*\*\* This file should be named 18785-h.htm or 18785-h.zip \*\*\*\*
This and all associated files of various formats will be found in:
http://www.gutenberg.org/1/8/7/8/18785/

Produced by Juliet Sutherland, Sigal Alon 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 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, 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
 gbnewby@pglaf.org

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.