

## THE "AMMENDED" DEED OF GIFT

(Incorporating the Waterline Length and "Own Bottom" Amendment, December 17, 1956 and the Southern Hemisphere Amendment, April 8, 1985.)

This DEED OF GIFT made the twenty-fourth day of October, one thousand eight hundred and eighty-seven, Between GEORGE L. SCHUYLER as sole surviving owner of the Cup won by the yacht America at Cowes, England, on the twenty-second day of August, one thousand eight hundred and fifty-one, of the first part, and THE NEW YORK YACHT CLUB, of the second part, as amended by orders of the Supreme Court of the State of New York dated December 17, 1956, and April 5, 1985, WITNESSETH:

THAT the said party of the first part, for and in consideration of the premises and of the performance of the conditions and agreements hereinafter set forth by the party of the second part, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto the said party of the second part, its successors and assigns, the Cup won by the schooner yacht America at Cowes, England, upon the twenty-second day of August, 1851. To Have and To Hold the same to the said party of the second part, its successors and assigns, IN TRUST NEVERTHELESS, for the following uses and purposes: -

This Cup is donated upon the condition that it shall be preserved as a perpetual challenge Cup for friendly competition between foreign countries.

Any organized yacht Club of a foreign country, incorporated, patented, or licensed by the legislature, admiralty or other executive department, having for its annual regatta an ocean water course on the sea, or on an arm of the sea, or one which combines both, shall always be entitled to the right of sailing a match for this Cup with a yacht or vessel propelled by sails only and constructed in the country to which the challenging Club belongs, against any one yacht or vessel constructed in the country of the Club holding the Cup. The competing yachts or vessels, if of one mast, shall be not less than ~~sixty-five~~ forty-four feet nor more than ninety feet on the load water line; if of more than one mast, they shall be not less than eighty feet nor more than one hundred and fifteen feet on the load water line.

The challenging Club shall give ten months' notice in writing naming the days for the proposed races; but no race shall be sailed in the days intervening between November first and May first if the races are to be conducted in the Northern Hemisphere; and no race shall be sailed in the

days intervening between May first and November first if the races are to be conducted in the Southern Hemisphere. Accompanying the ten months' notice of challenge, there must be sent the name of the owner and a certificate of the name, rig and the following dimensions of the challenging vessel, namely, length on load water line; beam at load water line, and extreme beam; and draught of water; which dimensions shall not be exceeded; and a custom-house registry of the vessel must also be sent as soon as possible. ~~Vessels selected to compete for this Cup must proceed under sail on their own bottoms to the port where the contest is to take place.~~ Centreboard or sliding keel vessels shall always be allowed to compete in any race for this Cup, and no restriction nor limitation whatever shall be placed upon the use of such centreboard or sliding keel, nor shall the centre-board or sliding keel be considered a part of the vessel for any purposes of measurement.

The Club challenging for the Cup and the Club holding the same may by mutual consent make any arrangement satisfactory to both as to the dates, courses, number of trials, rules and sailing regulations, and any and all other conditions of the match, in which case also the ten months' notice may be waived.

In case the parties cannot mutually agree upon the terms of a match, then three races shall be sailed, and the winner of two of such races shall be entitled to the Cup. All such races shall be on ocean courses, free from headlands, as follows: the first race, twenty nautical miles to windward and return; the second race, an equilateral triangular race of thirty-nine nautical miles, the first side of which shall be a beat to windward; the third race, (if necessary), twenty nautical miles to windward and return; and one week day shall intervene between the conclusion of one race and the starting of the next race. These ocean courses shall be practicable in all parts for vessels of twenty-two feet draught of water and shall be selected by the Club holding the Cup; and these races shall be sailed subject to its rules and sailing regulations so far as the same do not conflict with the provisions of this deed of gift, but without any time allowances whatever. The challenged Club shall not be required to name its representative vessel until at the time agreed upon for the start, but the vessel when named must compete in all the races; and each of such races must be completed within seven hours.

Should the Club holding the Cup be for any cause dissolved, the Cup shall be transferred to some Club of the same nationality, eligible to challenge under this deed of gift, in trust and subject to its provisions. In the event of the failure of such transfer within three months after such dissolution, said Cup shall revert to the preceding Club holding the same, and under the

terms of this deed of gift. It is distinctly understood that the Cup is to be the property of the Club, subject to the provisions of this deed, and not the property of the owner or owners of any vessel winning a match.

No vessel which has been defeated in a match for this Cup can be again selected by any club as its representative until after a contest for it by some other vessel has intervened, or until after the expiration of two years from the time of such defeat. And when a challenge from a Club fulfilling all the conditions required by this instrument has been received, no other challenge can be considered until the pending event has been decided.

AND the said party of the second part hereby accepts the said Cup subject to the said trust, terms and conditions, and hereby covenants and agrees to and with said party of the first part that it will faithfully and fully see that the foregoing conditions are fully observed and complied with by any contestant for the said Cup during the holding thereof by it; and that it will assign transfer and deliver the said Cup to the foreign yacht Club whose representative yacht shall have won the same in accordance with the foregoing terms and conditions, provided the said foreign Club shall by instrument in writing lawfully executed enter with said party of the second part into the like covenants as are herein entered into by it, such instrument to contain a like provision for the successive assignees to enter into the same covenants with their respective assignors, and to be executed in duplicate, one to be retained by each Club, and a copy thereof to be forwarded to the said party of the second part.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, and the said party of the second part has caused its corporate seal to be affixed to these presents and the same to be signed by its Commodore and attested by its Secretary, the day and year first above written.

In the presence of H. D. Hamilton.  
George L. Schuyler  
The New York Yacht Club  
by Elbridge T. Gerry, Commodore.  
John H. Bird, Secretary  
{Seal of the NYYC}