

TO ALL TO WHOM THESE PRESENTS SHALL COME ELI EDWARDS

(usually known as Dick Edwards) of Beach Street Port Melbourne  
in the State of Victoria (hereinafter called "the Donor") -----  
SENDS GREETING WHEREAS the Donor is desirous of encouraging

the sport of long distance yacht racing and more particularly  
the Round Port Phillip Race sponsored by his friend Neville-----  
Goddard Coleman NOW THESE PRESENTS WITNESS that the Donor-----

DOETH GRANT AND ASSIGN unto the Senior Commodore, the Secretary  
and the Treasurer for the time being of the VICTORIAN YACHT--  
RACING ASSOCIATION (hereinafter called "the Trustees") a -----  
Challenge Cup to be held upon the following conditions :-

1. The Cup shall be called the "Edwards Perpetual Challenge --  
Cup" in accordance with the expressed unanimous wish of the  
delegates to the said Victorian Yacht Racing Association --  
(hereinafter called "the Association"). ~~the Association~~ -----  
2. It shall be preserved as a perpetual challenge cup for -----  
friendly competition amongst yachts propelled only by sail  
on the register of any Yacht Club recognised by the -----  
Association having a water line length of not more than ----  
thirty feet and not less than twenty one feet in a race ----  
round Port Phillip Bay to be held annually under the -----  
auspices of the Association. ~~and the holding of the same~~ -----  
3. The Trust shall be a shifting Trust vested in the properly  
appointed Senior Commodore, Secretary and Treasurer for the  
time being of the Association but possession of the Cup ----  
shall from year to year be held by the Yacht Club nominated  
by the owner of the yacht actually winning the same in the  
previous race subject to such conditions as to insurance ----  
and safe-keeping as may be deemed desirable from time to ----  
time by the Trustees. -----
4. Each year the Association shall decide the course for the --  
race for the Cup. No part of the course shall be outside  
Port Phillip Bay (including Corio and Hobsons Bays) and the  
starting line and finishing lines shall be defined by the --  
Club having possession of the Cup for the time being. -----  
The course shall be not less than One hundred nautical ----  
miles in length and shall include the South Channel (or the



waters to the South thereof) the West Channel (or the waters to the West thereof) at least one mark in Geelong Harbour and the Gellibrand Pile Light or a point Northerly thereof.

5. Should the leading yacht not complete the course within Seventy two hours after the firing of the starting Gun, the race shall be re-sailed on a date to be fixed by the Association.
6. Handicaps shall be allotted by the Handicappers for the time being of the Clubs nominated by each entrant. In the event of all these Handicappers not agreeing the handicaps shall be allotted as may be decided by a majority of such Handicappers entitled to and prepared to vote.
7. Entries accompanied by such entry fees and such particulars as shall from time to time be fixed by the Association shall be lodged with the Secretary of the Association or his deputy not less than fourteen days prior to the date fixed for the race but the Association may at its discretion receive late entries.
8. All members of crews shall be members of a recognized Yacht Club and except as varied herein races for the Cup shall be under the sailing rules for the time being of the Association.
9. There shall be no restriction on any member of the crew of a yacht leaving the yacht while anchored or moored but any member of the crew so leaving must unless incapacitated by illness or injury rejoin the yacht before she continues in the race. A yacht may at any time during the race make fast to any object not a mark of the course provided that in doing so or in consequence thereof such yacht does not infringe the rules prohibiting any mode of propulsion except by sails.
10. The owner of the yacht winning the Cup or the Club he represents shall insure or keep insured in the names of and to the satisfaction of the Trustees the cup against burglary or damage with some Insurance Company of repute approved by the Trustees and shall on being required by the Trustees



produce to the Trustees the receipt for the current premium in respect thereof.

11. The Association may from time to time delegate to any of the Clubs or a Sub-Committee appointed by the Association all or any of its powers and duties hereunder and in the event of such powers and duties being delegated to any Club the Sailing Committee of or appointed by such Club shall have all the powers of a sailing committee under the sailing rules of the Association.

12. The officials in charge of a race shall have no power to shorten the course thereof but shall have power to postpone the time of the start of a race for a period or periods not exceeding a total of twelve hours from the original starting time. In the event of the race not being started within the time foresaid the race shall be declared "no race" and may be re-sailed if so determined by the Association at a time fixed by the Association.

13. The owner of each competing yacht shall when required by the Association submit his yacht for measurement or inspection in such manner and at such time and place as shall be decided by the Association.

14. All or any of the conditions of this Deed may from time to time be altered and further conditions added by resolution if passed by a four-fifths majority of the delegates of the Association for which due notice of intention to propose such amendments has been given Provided further that such resolution shall be forthwith endorsed on or annexed to this Deed and signed by the Trustees and Provided further that no amendment or addition shall be made during the lifetime of the Donor without his consent.

15. This Deed shall be construed and interpreted by the Association and its interpretation shall for all purposes be accepted as final and correct. In construing the Deed the Association shall not be bound by the strict legal interpretation but shall give effect to the intention of the Donor to encourage long distance racing of sailing yachts

round Fort Phillip Bay in friendly competition and so place  
a broad and elastic interpretation on the Deed.

16. This Deed shall be read and construed as though executed on  
the First day of January One thousand nine hundred and -----  
thirty seven.

I N W I W N E S S whereof the Donor has hereunto set his ---  
hand this                      day of                      One  
thousand and nine hundred and thirty eight.

SIGNED SEALED AND DELIVERED by the                      )  
said ELI ("Dick") EDWARDS in the ---                      )  
presence of -                      )

Signature of witness  
Address        "        "  
Occupation    "        "

W. B. & O. MCGUCHRON,  
Solicitors,  
418 Collins Street,  
MELBOURNE.

EDWARDS CUP.

-OF-

DEED OF GIFT

DATED \_\_\_\_\_  
1938.