

W. B. & O. MCCUTCHEON
Solicitors
31 Queen Street
MELBOURNE.

10 m/ks

THE SUBIACO PERPETUAL CHALLENGE

CUP

OF

DEED OF GIFT

DATED 3rd August 1953

T H I S I N D E N T U R E made this

3rd

day of

August

JAMES

One thousand nine hundred and fifty three

EDWARD LANE of 7 Wood Street North Melbourne in the State of --

Victoria Blacksmith ARCHIBALD CAVTHERNE of 11 Goodwood Street --

Richmond in the said State Engineer and KENNETH JOHN HONEYBONE of

257 Beach Road Black Rock in the said State *Surveyor* (here-

inafter called "the Grantors") of the one part and ERNEST O'NEIL --

DIGBY of 63 Victoria Street Williamstown in the said State Ship-

wright COLIN JOHN CRONE of *4th Belmore Road, East Kilda* in the said --

State *Manager* and BARNEY SNIDER of 1103 Burke Road Camber-

well in the said State *Surveyors* the respective Commodores of --

the Royal Yacht Club of Victoria, the Royal Brighton Yacht Club and

the Royal St. Kilda Yacht Club being the Commodores of the three --

senior of the Clubs now constituting the Victorian Yachting Council

(and who are hereinafter called "the Trustees") of the other part

W H E R E A S on or about the Seventeenth day of April One thousand

nine hundred and thirty six JAMES ABRAHAM LINACRE, A E

AKHURST, GUIDO H BEYER, E FRANKLIN, LESLIE

POUND, G DOUGLAS, C O'CONNOR, W W

JAMIESON, J P STEWART, OTTO H TUCK and WILLIAM

I ROSS the then owners of the first ten Jubilee One Design

Class Boats built being desirous of perpetuating the formation and

the future success of that class of yacht did present to the --

Victorian Yacht Racing Association(hereinafter called "the Association")

a Cup to be known as "The Jubilee One Design Perpetual Challenge

Cup" for annual competition amongst the yachts of the said class and

requested that the Association have drawn up a Deed of Gift embody-

ing the trusts and conditions under which the said Cup was presented

and under which the contests for the said cup should be held AND

WHEREAS no such Deed of Gift was ever drawn up and the Association

is about to be dissolved and being desirous(subject to the rights

(if any) of the donors of the said Cup) of transferring the said --

Cup and the conduct of the contests thereunder to the said Victorian

Yachting Council(hereinafter called "the Council") to be held on the

terms and conditions hereinafter appearing has delivered the said

Cup to the Trustees which Cup the Trustees have agreed to hold on --

and subject to the said terms and conditions hereinafter appearing AND WHEREAS the Grantors are the duly appointed Trustees of the Association and the delivery of the said Cup and the terms and conditions hereof have first been duly approved by resolution of the Association in accordance with its Constitution and Rules NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED by and between the Grantors and the Trustees as follows :-

1. The Cup shall be known as "The Jubilee One Design Perpetual Challenge Cup."
2. It shall be preserved as a perpetual challenge cup for friendly competition between all yachts of the Jubilee One Design Class on the Registers of the Clubs which from time to time constitute or are members of or affiliated with the Council(herein-after called "the Associated Clubs") on the terms and condition hereinafter appearing.
3. The trust shall be a shifting trust and the property in the Cup shall be vested in the Commodores for the time being of the three Senior Yacht Clubs for the time being constituting or being members of or affiliated with the Council(the seniority of such Yacht Clubs being that for the time being recognised by the Council) but possession of the Cup is to be held from time to time by the Club entering the winning yacht until challenged and defeated as hereinafter provided. When challenged the Cup shall again be open for competition and so on from time to time in perpetuity. If the Club for the time being holding the Cup ceases to belong to or be affiliated with the Council or is wound up or dissolved it shall return the Cup to the Council when it shall again be offered for competition between the Clubs then forming or affiliated with the Council. In the event of the Council ceasing to exist then(subject to the right of any Club to hold it until defeated) the Cup shall remain vested in the Commodores of the three most senior of the Clubs last constituting the Council upon trust to hold the Cup as a perpetual challenge trophy.
4. The Cup shall be held by the Club which entered the winning yacht until challenged and defeated when the Cup shall be --

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handed over to the Club nominating the subsequent winner which latter Club shall hold the Cup upon the same conditions and so on from time to time.

5. Any Associated Club may once in each year challenge the holder of the Cup and may nominate one yacht only and the holder of the Cup shall nominate one yacht only to defend all challenges in any year. Only one race will be held in any year to decide all challenges for that year. Each Club wishing to challenge for the Cup shall forward such challenge in writing with the prescribed entry form and entry fee of One pound one shilling to the Secretary of the Council before the First day of January in any year. The Secretary of the Council shall as soon as possible after the first day of January in any year forward particulars of all challenges received by the Council to the Secretary of the Club then holding the Cup which Cup shall accept and nominate a yacht on its register to defend the Cup and shall forward such acceptance in writing with the prescribed entry form and entry fee of One pound one shilling to the Secretary of the Council not later than the fifteenth day of January in the same year. In the event of the holder of the Cup neglecting or -- refusing to accept a challenge or challenges or to nominate a yacht to defend, or to forward the proper entry and entry fee within the time allowed, the Cup shall be forthwith returned to the Council, when, if only one challenge has been received, the Cup shall be held upon the terms and conditions aforesaid by the Club which issued the challenge, but if there is more than one challenge a race shall be held to decide the matter.
6. All races shall be sailed in the month of February within the limits of Port Phillip and if in the opinion of the Council the same is practicable, but not otherwise, in the waters of the Club holding the Cup on a date and time and over a course (not exceeding ten miles) to be fixed by the Council.
7. The Council may from time to time prescribe the form of entry but until prescribed the form of entry shall be that prescribed by the Sailing Rules for the time being adopted by the Council or as near thereto as circumstances shall permit.

8. Each race shall be held under the auspices and sole management and control of the Council, subject to these conditions (and any modifications thereof) and the sailing regulations for the time being of the Council. The Council shall be the sole interpreter of the conditions and regulations and shall decide all disputes and protests and its decision shall be final and conclusive.

9. The Council shall have the right to alter, add to, delete or amend all or any of the terms and conditions hereof from time to time as it may think fit provided that notice in writing of any alteration or amendment shall be given to the Associated Clubs before the first day of December in any year. The Council may refuse to entertain any challenge it may deem frivolous. No prize shall be awarded to the winner of any race unless and until the Owner or Member in charge during the race shall have signed and given to the Secretary a declaration (in the form from time to time prescribed by the Council and until prescribed as laid down by the Sailing Rules for the time being adopted by the Council or as near thereto as circumstances admit) that the yacht and its crew observed all the Rules and Regulations pertaining to the race; but notwithstanding such declaration any yacht which, in the opinion of the Council, shall not have strictly conformed to any of such Rules or Regulations may be disqualified.

10. A proper certificate of measurement shall be held by each yacht prior to competing in a race for the Cup.

I N W I T N E S S whereof the parties hereto have executed these presents the day and year first hereinbefore written.

SIGNED, SEALED AND DELIVERED by the

James. E. Lane

GRANTORS in the presence of -

William J. Sullivan
Robert
McLennan

A. J. Lane

W. J. Sullivan