

The Deed of Gift is the century-old document that sets forth the rules for the America's Cup races. The two-page document (the third manifestation of the America's Cup Deed of Gift) was prepared by George L. Schuyler, the sole surviving owner of the schooner *America*, which won the 100 Guinea Cup in 1851 at Cowes, England.

Schuyler donated the Cup to the New York Yacht Club, of which he was a member, and designated the New York Supreme Court as arbitrator over any disputes involving the Deed. It was 100 years before the court was required to arbitrate a dispute between the defender and challenger, when New Zealand's Michael Fay, of the Mercury Bay Boating Club, attempted to block San Diego Yacht Club and Dennis Conner from sailing a catamaran against his 133-foot monohull in what became the biggest mismatch in the history of America's Cup.

Transcript

This Deed of Gift, made the twenty-fourth day of October, one thousand eight hundred and eighty-seven, between George L. Schuyler as the 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 an order 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 present does grant, bargain, sell, assign, transfer, and set over, unto 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, Page 17, Paragraph 2, in trust, NEVERTHELESS, for the following uses and purposes:

This Cup is donated upon the conditions 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 on 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 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 1st and May 1st if the races are to be concluded in the Northern Hemisphere, and no race shall be sailed in the days intervening between May 1st and November 1st if the races are to be concluded 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 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. Center-board 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 center-board or sliding keel, nor shall the center-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 times allowances whatever. The challenged Club shall not be required to name its representative vessel until at a 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 the 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, such 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 part 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 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.

GEORGE L. SCHUYLER, (L.S.)
THE NEW YORK YACHT CLUB
by Elbridge T. Gerry, Commodore
John H. Bird, Secretary
In the presence of H. D. Hamilton
(Seal of the New York Yacht Club)

[There are two additional Resolutions Adopted by the Board of Trustees on March 27, 1958, and December 7, 1962, which clarify the term "constructed" to mean "designed and built" and which permit the use of foreign design facilities and materials when such are not available in the country of the challenger.]

RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES ON MARCH 27, 1958

WHEREAS, a question has been raised on behalf of certain individuals, citizens of a foreign country, interested in a possible challenge for the America's Cup, as to whether a challenge would be accepted by the New York Yacht Club if the challenger were designed in the United States but the hull built in the country of the challenging Club; and

WHEREAS, by the original Deed of Gift of the America's Cup dated July 8, 1857, it was expressly provided that the Cup should be "perpetually a Challenge Cup for friendly competition between foreign countries;" and

WHEREAS, by the second Deed of Gift dated January 4, 1882, it was provided that the yacht challenging for the Cup and the yacht defending it must be "constructed" in the country to which challenging and defending

Clubs respectively belong; and the above recited provision that the Cup should be "perpetually a Challenge Cup for friendly competition between foreign countries" was again set forth; and

WHEREAS, by the third and present Gift of Deed dated October 24, 1887, it was again provided that the Cup should be "a perpetual Challenge Cup for friendly competition between foreign countries," and the second paragraph thereof contained the provision above referred to that the challenging and defending yachts shall be constructed in the countries they respectively represent;

NOW, THEREFORE, in view of the expressed intent of the donors of the America's Cup that it should be "perpetually a Challenge Cup for the friendly competition between foreign countries" and the fact that in accordance with that intent and commencing with the first race for the Cup in 1870 down to the present time every challenger has been both designed and constructed in the country of the challenging Club and every defender has been both designed and constructed in the country of the defending Club so that every challenger and every defender has been in all respects truly representative of the countries of the challenging and defending clubs and the Cup has become by tradition the symbol of the yachting supremacy of the country of the Club winning the challenge match;

RESOLVED that the word "constructed" wherever it appears in the Deed of Gift of the America's Cup shall always be construed as "designed and built."

W. MAHLON DICKERSON
Secretary

**RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES ON
DECEMBER 7, 1962**

WHEREAS, certain citizens or subjects of foreign countries, members of yacht clubs which qualify under the Deed of Gift of the America's Cup, and which yacht clubs are considering challenging for the America's Cup, have raised the question as to whether the obtaining of components (other than raw materials), fitting and sails, or the use of design facilities such as a towing tank, outside the country of the challenging club would be construed as falling outside the Board's Resolution of March 27, 1958,

construing the word "constructed" in the Deed of Gift as "designed and built"; and

WHEREAS, by Resolution dated March 27, 1958, the Board construed the word "constructed" wherever it appears in the Deed of Gift of the America's Cup as meaning "designed and built"; it is

RESOLVED, that the word "designed" includes the use of a design facility such as towing tank, and the word "built" includes components, fittings and sails; and

WHEREAS, the Board recognizes that components, fittings and sails and the availability of design facilities such as towing tanks may not be obtainable in the country of the challenging club; it is

RESOLVED, that recognizing that such design facilities may not be available and components, fittings and sails may not be obtainable in the country of the challenging club, the New York Yacht Club, at the instance of the challenging club, will consider a request for permission to obtain certain of the aforesaid components, fittings and sails and to use the aforesaid design facilities in any country other than that of the defending club;

RESOLVED, that whenever the Deed of Gift of the America's Cup is printed, this resolution with the preamble adopted December 7, 1962, and the Resolution with preamble adopted by the Board of Trustees on March 27, 1958, interpreting the word "constructed" to mean "designed and built," be printed with the Deed of Gift.

W. MAHLON DICKERSON
Secretary