

Heppingstone-Brown Challenge Cup

~ Deed of Gift ~

This DEED OF GIFT made the first day of July, two thousand and seven, Between LOUISE LLOYD PRESCOTT as founder of the Cup won, of the first part, and ____ Victoria Lloyd Foster _____, of the second part, 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 ____ July 1, 2007 _____.

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 direct descendants of Aaron Brown (c.1781-1870) and his wife, Mary "Polly" Wilcox Brown (c.1793-1877) or of Robert Heppingstone (c. 1797-1835) and his wife, Anne McKinley (or McKenzie) Heppingstone Bryan (c.1804-1878) , hereinafter referred to as "members of the Brown clan". The purposes of this challenge Cup are to (a) honor the seafaring traditions of our ancestors by fostering the nautical skills of subsequent generations, and (b) encourage communication among and social gatherings of members of the Brown clan. Any challenge that does not support these purposes will be considered invalid.

Any individual who can prove blood relationship by direct descent from the aforementioned individuals, having legal access to navigable water, shall always be entitled to the right of sailing a match for this Cup with a yacht or vessel propelled by sails, against a minimum of two other members of the Brown clan residing in different households. Brown clan members may sponsor relatives by marriage, including spouses, in-laws, nieces, nephews, cousins, etc. to compete in Cup challenges; however, the sponsoring Brown clan member must be present, and the Cup must be awarded to and retained by a member of the Brown clan.

The competing yachts or vessels may be of standard class or custom design, but they must be fairly matched and/or handicapped. Insofar as the above-mentioned whaling ancestors would have been required to master vessels propelled by oars as well as sails, a rowing component may be added to any challenge; however, the majority of the racing must be done under sail. Given the restrictions of transport and geography, if a challenge is issued in a location far from the current Cup holder and/or other potential challengers, then the party issuing the challenge may be expected to make some arrangement to

provide boats for the parties to race. Where this an insufficient number of boats for all parties to race at one time, elimination matches or timed trials may be held.

The challenging Club shall give four 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 four months' notice of challenge, there must be sent the name of the owner and a description of the name, rig, and design class of the vessel. Boats selected to compete for this Cup must be listed or comparable to those in the index of vessels handicapped under the Portsmouth Yardstick.

The member(s) of the Brown clan challenging for the Cup and the member of the Brown clan 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 four 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 navigable water courses, as follows: the first race, a minimum of one-half nautical mile to windward and return; the second race, an equilateral triangular race of a minimum of one nautical mile, the first side of which shall be a beat to windward; the third race, (if necessary), one-half nautical mile to windward and return; and a minimum of one half hour shall intervene between the conclusion of one race and the starting of the next race. These courses shall be practicable in all parts for the vessels to be used in the challenge and shall be selected by the Brown clan member issuing the challenge. 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.

Should the Brown clan member holding the Cup be deceased, incapacitated, or otherwise unable to compete in further challenges, notice shall be given to the Brown clan at large, and Cup shall be transferred to another member of the Brown clan who is 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 an event, said Cup shall revert to the preceding Brown clan member 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 Brown clan member, subject to the provisions of this deed, and not the property of the owner or owners of any vessel winning a match.

When a challenge from a Brown clan member fulfilling all the conditions required by this instrument has been received, no other challenge can be considered until the pending event has been decided.

News of any transfer of the Cup, whether due to successful challenge or incapacity, must be made public so that all near or distant Brown clan members will have the right and opportunity to issue future challenges.

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 Brown clan member who shall have won the same in accordance with the foregoing terms and conditions, provided the said Brown clan member 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 Brown clan member, 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 the said party of the second part has set his hand, the day and year first above written.

Louis R. Grant *John R. Lloyd*
Victoria Lloyd Foster *Mark J. McLaughlin*
Edie Lloyd *Donna Rothwell*
Edwin L. Scott
Elle A. Ottobalza
Ernestine Lloyd
Frank W. Scott
Freya Attridge
Abby Foster Hayes *Patricia M. Rothwell*
J. L. Rothwell *Michele Chabot* *Eileen Richardson*
Sarah Chabot *Roger R. Hayes* *R. Yar*
Cathy Chabot *Mike Phillips* *Maureen*
John Phillips *John Phillips*