



**MINUTES OF THE MEETING OF THE EBU LAWS & ETHICS COMMITTEE  
HELD AT THE IMPERIAL HOTEL, RUSSELL SQUARE, LONDON WC1  
ON WEDNESDAY 22<sup>ND</sup> OCTOBER 2003**

<b>Present:</b>	Martin Pool	Chairman
	Richard Fleet	Vice-Chairman
	Steve Barnfield	
	David Burn	(from item 10.5 only)
	Jeremy Dhondy	
	David Martin	
	David Stevenson	
	Grattan Endicott	Vice-President
	Gerard Faulkner	Vice-President
	Nick Doe	Secretary

Mr Doe welcomed Mr Dhondy to his first L&E meeting.

**1. Election of Committee Chairman for the year 2003/04**

Mr Pool was nominated by Mr Fleet and seconded by Mr Barnfield. Mr Fleet was nominated by Mr Stevenson, but declined the nomination. There being no other nominations, Mr Pool was declared duly elected. He thanked the Committee and paid tribute to the work of Mr Burn as Chairman during the past two years.

**2. Election of Committee Vice-Chairman for the year 2003/04**

Mr Fleet was nominated by Mr Pool, and seconded by Mr Barnfield. There being no other nominations, Mr Fleet was declared duly elected.

**3. Resignation of a Committee member**

The L&E noted with regret Mr Smith's resignation shortly before the AGM, and expressed its thanks to him for his work during his year on the L&E.

<b>4. Apologies for Absence</b>	Max Bavin	Chief Tournament Director
	Philip Mason	EBU Vice-Chairman
	Denis Robson	EBU Chairman
	Peter Stocken	Board member

Mr Burn had also sent apologies for having been substantially delayed by work commitments.

## **5. Minutes of Previous Meeting (24<sup>th</sup> September 2003)**

### **5.1 Accuracy**

It was agreed that the first paragraph of item 3.2 did not fully reflect the discussion, and that the last sentence should read as follows (additional words italicised):-

“If the Board considered that such matters should be brought within the scope of the Bye-laws, then it was open to it to propose an appropriate Bye-law change to Council, *although the L&E doubted that it would be appropriate for it to become involved in child protection matters.*”

Subject to this, the minutes were agreed to be a true record and signed by the Chairman.

### **5.2 Matters arising**

#### **5.2.1 Draft new Laws (Item 2.2.1)**

Mr Doe reported that Mr Endicott had offered to pass the EBU’s comments direct to the WBFLC Drafting Committee, as the EBL had no Laws Committee meeting scheduled. It appeared that Mr Burn had not had the time to deal with his proposed amendments to the text. As these were understood to be minor, the existing text had been passed to the Drafting Committee via Mr Endicott without amendment.

#### **5.2.2 Psyche record**

The L&E noted that it was still appropriate to carry this forward in view of a pending disciplinary hearing.

#### **5.2.3 Technical matters – random calls (item 6.1)**

#### **5.2.4 Technical matters – random leads (item 6.2)**

#### **5.2.5 Reports from Tournament Directors (items 8.1, 8.2 and 8.4)**

Mr Doe confirmed that the letters agreed at the last meeting had been sent, but in view of the short gap between the meetings there had not yet been time for replies to be received.

#### **5.2.6 Standard agenda items**

The L&E agreed a request by Mr Stevenson that the Matters arising section of the Agenda should as a matter of course include an item for “Any other Matters arising not featuring elsewhere on the Agenda”.

#### **5.2.7 White Book revisions (item 4)**

Mr Stevenson reported that there had been some further discussion of the proposal to find some other term to replace Victory Points for hybrid scoring events such as the Pachabo. He hoped that this would be resolved within a week, and it was still likely that a new term would be used.

## **6. White Book revisions**

A further draft, incorporating changes made in response to comments from L&E members and the six proof-readers, had been circulated in advance.

### **6.1 Appeals – agreements between captains**

Mr Stevenson highlighted a point raised by one of the proof-readers which he considered that the L&E should address. The present regulations for matches played privately provide that the first option where a ruling is required is that the captains agree upon an outcome. The point at issue was that if this is done, no appeal is possible. Mr Stevenson agreed with the proof-reader that this was both arguably contrary to the Laws, and also undesirable. For instance, an inexperienced captain might be inclined to bow to pressure from a more experienced opponent who thought that he knew the appropriate outcome under the Laws, and agree to an outcome which was less favourable to his team than the Laws actually provided. Mr Stevenson appreciated that an Appeal Committee would

normally be reluctant to interfere with an agreement freely reached, but thought that a right to appeal should nonetheless exist.

The L&E did not think that an agreement between two captains constituted a ruling by a TD, and that as a result the Laws did not require that there should be a right of appeal. A proposal from Mr Fleet, seconded by Mr Barnfield, that the status quo should remain, was approved by three votes to one.

### **6.2 Appeals – forfeited deposits**

Mr Stevenson suggested that one way to overcome the apparent reluctance of Appeals Committees to forfeit deposits in appropriate cases would be to decide that such deposits should be donated to a nominated charity, and publicise the fact.

This led to a wider discussion of the issue of forfeited deposits, and a number of suggestions for changes to the L&E's present policy were considered. The L&E concluded that the present policy remains appropriate, but it still has concerns that it is not being implemented as it would wish, leading to an unfortunate number of cases in which the deposit is not forfeited when it should be. The L&E agreed that it would be helpful to produce some documentation for both Panel Referees and other people who regularly serve on Appeals Committees, dealing both with the criteria for the retention of deposits, and with a number of other matters which seem regularly to cause difficulties for Appeals Committees. The L&E accepted with thanks Mr Dhondy's offer to draft something in consultation with Mr Stevenson. Further consideration would need to be given to the best way of disseminating this information.

A proposal from Mr Stevenson that the L&E recommend to the Board that forfeited deposits should be donated to a nominated charity, was approved by four votes to two.

### **6.3 Any other issues of content**

The L&E noted that Messrs Barnfield and Endicott had both made further comments which Mr Stevenson had not yet had the opportunity to consider. As none of these appeared to raise fundamental issues, the L&E was happy for Mr Stevenson to make such changes as he considered appropriate in the light of the comments. Mr Doe reported that Mr Bavin wished to have a little further time to consider the proposed changes to Victory Point scales. In the light of the work which Mr Stevenson still had to do, this did not present any problem.

The L&E agreed that the final text should be the current text, subject to any remaining changes which Mr Stevenson considered appropriate. The L&E considered that the question of an implementation date was largely a matter for the Tournament Committee on the advice of Mr Bavin, but recommended that the changes should come into force on 1<sup>st</sup> January 2004 except to the extent that the Tournament Committee might think it appropriate to provide otherwise.

The L&E considered that the provision of a good index to the publication was important, but saw no objection to initial publication without it, with work on the index proceeding in the meantime. As Mr Stevenson considered that this was not his area of expertise, Mr Martin volunteered to prepare an initial list of headings based on the index to the current White Book and the index to the Laws, and other L&E members volunteered to consider the list and make suggestions. Mr Doe agreed to co-ordinate the exercise.

The L&E expressed its thanks to the six proof-readers (Robin Barker, Peter Burrows, Richard Hills, Eitan Levy, John Pain and Liz Stevenson) for their hard work and extremely helpful contribution to the process of finalising the text.

### **6.4 Publication**

The L&E agreed that the final text should be published on the EBU website as soon as practicable. Mr Stevenson anticipated that this could be done within about three weeks. Mr Doe was asked to

circulate Panel Tournament Directors and Referees to inform them when publication had taken place.

The L&E continued to consider it desirable that the White Book should be published in hard copy as well as on the website.

## **7. Disciplinary procedures**

Mr Barnfield having expressed a wish to stand down from the Investigatory Panel, the L&E agreed that the two elected members assigned to the Investigatory Panel, for new cases arising in the forthcoming year, should be Messrs Dhondy and Fleet. The three ex-officio members would continue as members of the Panel.

## **8. Disciplinary matters**

### **8.1 *Adjourned case***

The L&E noted that it had not been possible to make further progress prior to the meeting, but that it was proposed that the three remaining members who had comprised the Judicial Panel at the original hearing should discuss the matter at the end of the meeting in an attempt to resolve the matter.

The L&E members concerned duly discussed the matter, which had involved two separate allegations of breach of the Bye-laws, and reached the following conclusions:-

With regard to the first allegation, no purpose would be served in proceeding further with the enquiry.

With regard to the second allegation, the facts alleged had been substantially admitted in writing, which was sufficient to allow the matter to be dealt with under the first sentence of Bye-law 36.4. It was decided that a breach of the Bye-laws had taken place, and that the member concerned would be admonished. It was decided to publish details in *English Bridge*, but without naming the member.

### **8.2 *Pending hearing***

Availabilities having been obtained from all concerned, it proved possible to fix a new date for the hearing, namely Tuesday, 11<sup>th</sup> November at 3 pm at a venue to be confirmed.

*[Secretary's note – the venue is now confirmed as the Imperial Hotel.]*

## **9. Panel of Referees**

The L&E decided to invite Chris Dixon and Frances Hinden to join the Panel.

The L&E confirmed that the publication of Panel Referees' telephone numbers on the website must remain on an "opt-in" basis, although it was appropriate for the inclusion of telephone numbers in publications whose circulation was effectively restricted to EBU members (EBU diary, Yearbook, Conditions of Contest etc.) to remain on a "opt-out" basis.

## 10. Reports from Tournament Directors

### 10.1 03.80

Dealer W  
Love all  
MP Pairs

#### North

♠ J 8 4  
♥ 9 4 3 2  
♦ Q 8 7 6 5 3  
♣ -

#### West

♠ Q 3  
♥ 10 8 5  
♦ K 10 9  
♣ A J 10 9 4

#### East

♠ K 7 6  
♥ A K Q J 6  
♦ J 2  
♣ K 8 2

#### South

♠ A 10 9 5 2  
♥ 7  
♦ A 4  
♣ Q 7 6 5 3

Bidding:	West	North	East	South
	Pass	Pass	1♥	1♠
	2♣	Pass	2♠ <sup>A</sup>	Pass
	3♥	Pass	4♥	Pass
	Pass	Pass		

**Result:** 4♥ -2 N/S +100

### Tournament Director's statement of facts & ruling

I was called at the conclusion of play. Two board rounds [were being played]. On the first board, E had cue-bid the opponents' suit to show support for W's last bid suit. Before selecting his opening lead, S asked the meaning of 2♠. N/S say the answer was "possibly looking for a ♠ stop for NT". E/W say it was "a forward-going bid, asking for further information; may be asking for a ♠ stop". N asked "doesn't it agree ♣s?". W: "No, we don't play that in that situation". S then selected a ♣ lead.

I ruled that N should delay his question until after the opening lead is selected. I ruled that in the context of the pair of boards that it was the vagueness of the reply to S's question, whether real or perceived, rather than N's intervention, which pointed sufficiently strongly to a ♣ lead to allow the result to stand.

There was more general chat than recorded [above]; any lead-directing effect of the question was blunted by this context. N/S were bemused by the whole affair.

I allowed the result to stand.

### Appeals Committee's decision

We feel that a club lead is not automatic and, while S probably did not take any conscious advantage of the question, there was a clear infraction so we must adjust the result. A ♣ lead is always down two; leading either Ace may lead to 9, 10 or 11 tricks. We are just guessing at the percentages – it is too difficult with so many different possibilities.

Score adjusted to:-

40% of	4♥ -2	N/S +100
plus 20% of	4♥ -1	N/S +50
plus 20% of	4♥ =	N/S -420
plus 20% of	4♥+1	N/S -450

**L&E comment:**

It appears that two down is only possible on a ♣ lead. Since this is the disallowed action, it should not feature in the weighting. If two down could have been achieved on some other lead, then it would have been permissible to include it in the weighting, but the Appeals Committee does appear to have allowed the infraction 40% of the time, which is inappropriate.

Note – see also item 10.4 below.

**10.2 03.80 and others**

The L&E was disappointed to note the continuing high frequency of poorly completed forms. In particular:-

- There can be no justification for not recording the names of the players or the members of the Appeals Committee.
- The Appeal form was recently modified to include a “form of scoring” box. It should be obvious that this information is required because the form of scoring will sometimes have considerable impact on the assessment of players’ actions. It is unhelpful to refer to the tournament as a “One-day Swiss” and the form of scoring as “VPs” and leave the L&E to guess whether it was Pairs or Teams.
- It is equally unhelpful for system information to be omitted, which frequently occurs, as the L&E is often left guessing unnecessarily about pertinent information.

The L&E decided to request Mr Bavin to draw the attention of Directors-in-charge to the fact that it is their responsibility to ensure that all paperwork has been completed properly.

Whilst the L&E appreciates that it is sometimes impracticable for forms to be completed until after the appeal has been heard, it is helpful if any Appeals Committee presented with an inadequately-completed form draws this to the TD’s attention and requests that the matter be rectified.

The L&E agreed that it would be helpful if Mr Doe were in a position, when a poorly-completed form was identified, to seek the missing information, by referring the matter back to the TD concerned where appropriate.

**10.3 03.44**

Dealer W

E/W Vul

IMPs

**North**

♠ K Q 10 9  
♥ 5 2  
♦ Q J 9 3  
♣ 10 8 5

**West**

♠ 7 6 4 3  
♥ J 7 4  
♦ 7 4  
♣ A K 7 4

**East**

♠ J 5 2  
♥ A Q 9 8 6  
♦ 10 5 2  
♣ J 9

**South**

♠ A 8  
♥ K 10 3  
♦ A K 8 6  
♣ Q 6 3 2

**Bidding:****West**

Pass

3♥

Pass

**North**

Pass

Dbl

**East**2♥<sup>A1</sup>

Pass

**South**2NT<sup>A2</sup>

Pass

1 Weak

2 Explained as takeout for the minors (questions were asked after each alerted bid)

**Result:** 3♥<sup>X</sup> -3 N/S +800

**Tournament Director's statement of facts & ruling**

I was called at the end of the hand. E wanted to know how N had found a double opposite a minor suit hand. W said she would not bid 3♥ if 2NT was described as strong.

S said he intended 2NT as strong. There was nothing on the convention card to support 2NT = minors.

I ruled that W has misinformation. She might well pass 2NT if it is strong. N would bid 3♦ and there they play.

I adjusted the score to 3♦ = by N, N/S +110.

**Appeals Committee's decision**

We found that W had been misinformed and if in receipt of the correct information was less likely to bid 3♥. N/S did not give a clear explanation of their methods. Their convention card says "natural" and if 2NT is minors then this should be amended, although it seems clear that S thought he was showing a strong balanced hand. N/S should be counselled to amend their convention card.

Director's ruling upheld.

**L&E comment:**

We are surprised by the decisions of the TD and Appeals Committee. On the basis of their comments [that W "might well" pass 2NT or was "less likely" to bid 3♥], it seems inconsistent to adjust the score on the basis that W would always pass. Furthermore, the L&E does not believe that 3♦ is a likely final contract. Assuming that N bids 3♦, it does not appear that S can pass this without using unauthorised information from N's alert and

explanation (if N/S play transfers over strong balanced 2NT bids, then even if they have no agreement as to a transfer into the opponents' suit, 3♦ is unlikely to be natural and non-forcing; if they do not play transfers, a natural 3♦ response is commonly played as forcing).

The L&E would have expected a weighted score, including a percentage of the table score, and allowing for the various possible outcomes after a pass by W and a 3♦ bid by N. The details of the results to be included would depend on N/S's methods.

#### 10.4 03.45

Dealer W

Game all

IMPs

#### North

♠ A K 7 5 4 3  
♥ 7 2  
♦ Q 9 8 6  
♣ 5

#### West

♠ 10 9 8  
♥ 10 9 6 5  
♦ A K 7  
♣ K Q 10

#### East

♠ Q J 6  
♥ A K 8  
♦ 3 2  
♣ A J 8 6 4

#### South

♠ 2  
♥ Q J 4 3  
♦ J 10 5 4  
♣ 9 7 3 2

Bidding:	West	North	East	South
	Pass	2♦ <sup>A1</sup>	Pass <sup>Q</sup>	Pass
	3NT	Pass	Pass	Pass

1 Multi for majors – only weak options – either major 5-9 pts

Q Before passing E asked the meaning of 2♦

**Result:** 3NT +1 N/S –630

#### Tournament Director's statement of facts & ruling

I was called at the completion of the auction. I was asked by N/S if they could reserve their rights. It was agreed that [E] had asked the meaning of 2♦ before passing. He said that he did not hesitate after asking but accepted that he had asked. Play was completed and I was recalled by N/S.

I asked W why he has bid 3NT. He said that he had passed as dealer because he was playing Strong NT and the partnership did not open flat 12-counts. When S chose to pass 2♦ he [W] knew that his partner had a good hand and he had ♦AKx. N/S argued that his choice of 3NT was influenced by the unauthorised information of his partner's questions.

I did not believe that after S's pass of 2♦ that Pass was a logical alternative by W. His partnership are strongly likely to hold the balance of points and so 2NT seems the most common action. E will surely raise to 3NT – hence the ruling.

I adjusted the score to 3NT +1 ([the same as] the table score).

#### Appeals Committee's decision

One member thought that Pass was a possible [call] while the other two members thought Pass was highly unlikely. Therefore the Committee incorporated the minority view in its findings (we all thought that 3NT was off the wall).



Score adjusted to:-

18% of 2♦ by N/S \*  
plus 82% of 3NT +1 N/S –630

*\*[Secretary's note – the actual ruling by the Committee is far from clear; in particular the result in 2♦ by N is not stated.]*

**L&E comment:**

The bid of 3NT by W is a particularly blatant example of the use of unauthorised information. Whilst it is rare for a procedural penalty to be imposed in addition to a score adjustment, in this case it might have been justified.

The low weighting given to Pass was perhaps surprising, given that W is vulnerable and lacks a major-suit stopper, and there is no suggestion that N/S have found any sort of fit.

Furthermore, the L&E does not consider that it is clear that a 2NT reopening will lead to a contract of 3NT. A significant number of partnerships will play a reopening bid of 2NT by a passed hand to be something other than natural. This question should have been explored (or if it was explored, then the fact should have been recorded on the form).

A point of importance arising out of the above hand was considered by the L&E, although it was not directly relevant to the decision on the hand because the Appeals Committee had found a reopening bid of 2NT to be evident (at 82%). The point at issue concerns the situation in which unauthorised information suggests that it is wrong, say, to pass, but there are several options open to the player if he does not pass, more than one of which may demonstrably be suggested (over pass) by the unauthorised information. If a weighted score is in contemplation, the question arises of which bids are permitted to feature in the weighting.

A proposal from Mr Martin, seconded by Mr Stevenson, was approved unanimously as follows:-

When a weighted adjusted score is awarded, the weighting may not include any element of a result derived through any action which would have been disallowed if it had itself been chosen at the table.

Notes:-

1. This is an extension of the principle referred to in the L&E comment on item 10.1 (03.80) above.

2. There are relevant examples in *White Book* paragraph 16.3, which read:-

***16.3 Weighting when a call (or play) is disallowed.***

***Examples***

(b) In a competitive auction East bids 3♥, which makes, but this is deemed illegal and disallowed. However, the TD judges that when the auction reaches his partner he would bid 3♥ much of the time. It is legal to include a percentage of 3♥ making as an adjustment since it is not via the disallowed call.

(c) East pauses over 1NT and asks questions, then passes. West doubles with a spade suit and only 12 points, getting 800. The TD decides the double was illegal, but considers a weighted adjustment because West might have bid 2♠. There are now two possibilities.

If the TD judges that 2♠ was a legal action, i.e. that he would not have disallowed it if asked to rule on a 2♠ bid in the same circumstances, then he may give a weighting based on 1NT undoubled, and on 2♠ being bid.

If the TD judges that 2♠ was not a legal action, i.e. that he would have disallowed it if asked to rule on a 2♠ bid in the same circumstances, then he may not give any weighting based on 2♠ being bid. In the example given that means he is going to rule 1NT undoubled minus three.

3. If further clarification is required, the full text of *White Book* paragraph 16.3 should be consulted.

### 10.5 03.56

The L&E considered a hand on which 1NT had been opened with a singleton in the absence of an agreement allowing for it. The action had been designated by the TD as a deviation rather than a psyche and not classified by him, contrary to the expectation recorded in past minutes. The L&E decided to amend its minuted practice, as follows:-

In the event of 1NT being opened with a singleton in circumstances where either:-

- there is no agreement allowing for an opening of 1NT with a singleton; or
- there is such an agreement, but the hand does not conform to the terms of that agreement,

then provided that the TD finds sufficient evidence of intent (i.e. he finds that the player concerned realised that his hand contained a singleton when he made the bid), the expectation of the L&E is that the action will be considered to be at least a deviation (i.e. either a deviation or a psyche, depending on the circumstances), and that it should be recorded and classified.

Note – additional considerations apply if the hand is such that an agreement to open 1NT would not be permitted.

### 10.6 03.60

Dealer W  
E/W Vul  
IMPs

**North**  
♠ A 5 4 3  
♥ A Q 8  
♦ 4 2  
♣ A K 5 3

**West**  
♠ K Q J 7 6  
♥ 7  
♦ Q 9 8 7 5  
♣ 10 6

**East**  
♠ 8  
♥ J 5 4 2  
♦ A K J 3  
♣ Q 8 4 2

**South**  
♠ 10 9 2  
♥ K 10 9 6 3  
♦ 10 6  
♣ J 9 7

<b>Bidding:</b>	<b>West</b>	<b>North</b>	<b>East</b>	<b>South</b>
	Pass	1NT <sup>1</sup>	Pass <sup>2</sup>	2♦ <sup>3</sup>
	2♠	Dbl	2♣/3♣ <sup>4</sup>	Pass
	3♦	Dbl	Pass	Pass
	Pass			

- 1 Strong
- 2 E looked at N's convention card; this movement of the head and eyes was noticeable
- 3 Transfer
- 4 2♣ was insufficient and not accepted, corrected to 3♣ under Law 27

**Result:** 3♦<sup>X</sup>+1 N/S –870

### **Tournament Director's statement of facts & ruling**

I was called to rule first on the insufficient bid and then on unauthorised information. This was the sixth board of a match, and E admitted she had forgotten that N/S were playing Strong NT. She looked at the convention card of N.

I ruled that although W may be in receipt of unauthorised information I believe that he will bid. I believe that W will always compete with a two-suited hand. He cannot use Asptro, so he must bid 2♠ (a 70% action). I have cautioned E that her action of visibly looking at the convention card may [put W] in receipt of unauthorised information.

### **Appeals Committee's decision**

The 2♠ bid may be questionable, but there is no reason to believe that W was influenced by E's action. If W does not bid now he will surely balance at his next turn, and why would N not start doubling again?

Director's ruling upheld.

### **L&E comment:**

It is perhaps surprising that the deposit was not retained.

Even had the TD or Appeals Committee decided to adjust the score for E/W (if W had held a slightly different hand, for example), N's double of 3♦ is a classic example of wild or gambling action, which should have led to a split ruling, with N/S keeping their table score.

The assessment of players' actions often depends on knowledge of their peer group, which is difficult to determine if their names are missing from the form (see item 10.2 above).

## **10.7 03.62**

Dealer E  
E/W Vul  
MP Pairs

### **North**

♠ K Q 7  
♥ A Q 5  
♦ Q 9  
♣ K 10 6 4 3

### **West**

♠ 9 6 3  
♥ K 10 2  
♦ A K J 7 5  
♣ 5 2

### **East**

♠ A J 5 4  
♥ J 8 7  
♦ 2  
♣ A Q J 8 7

### **South**

♠ 10 8 2  
♥ 9 6 4 3  
♦ 10 8 6 4 3  
♣ 9

<b>Bidding:</b>	<b>West</b>	<b>North</b>	<b>East</b>	<b>South</b>
			1♣	Pass
	1♦	1NT <sup>A1</sup>	2♣	2♥
	3♣	Pass	3♥ <sup>A</sup>	Pass
	3NT	Pass	Pass	Pass

1 Described as both majors (at least 5-4)

**Result:** 3NT –1 N/S +100

### **Tournament Director’s statement of facts & ruling**

I was called at the end of play. W called me to the table and suggested that he had been damaged in both bidding and play. I consulted and we analysed both the play in 3NT and other continuations. We felt that with screens the bidding could [go]:-

		1♣	Pass		
1♦	1NT	Pass	2♥ <sup>1</sup>		
Pass	2♠ <sup>2</sup>	Pass	Pass	1	still believes [1NT is] for majors
Dbl	Pass	Pass	Pass	2	believing 2♥ is a transfer

and this would fail by 3 tricks.

I adjusted the score to 2♠<sup>X</sup> –3 by N, N/S –500

### **Appeals Committee’s decision**

We feel that 2♥ would not be a transfer, but W with the correct information will double [2♥], and this leads to –500. Score adjusted to 2♥<sup>X</sup> –3 by S, N/S –500.

### **L&E comment:**

This is a surprising decision by both TD and Appeals Committee. For the TD to adjust the score on the basis of damage in the auction, he must determine that it is probable that the non-offending side made a call as a result of misinformation (see Law 21). The L&E finds it difficult to find a causal link between the misinformation and the damage, as it does not believe that a 2♣ rebid is more attractive on the E hand to a player who thinks that both majors are on her right, than to one who thinks that N has a strong balanced hand. The combination of E’s inferior 2♣ bid and her inexplicable 3♥ appear to have been wholly responsible for E/W’s poor result.

The TD and Appeals Committee should also have explored W’s claim of damage in the play (given that an adjustment to 3NT made would have produced a better score for E/W than the adjusted score actually awarded). Without details of the play it is impossible to comment further, although it appears that on the lead found (♥Q), the contract could and perhaps should have been made.

**10.8 03.63**

Dealer E

E/W Vul

MP Pairs

**North**

♠ Q 3 2  
♥ K Q 9 6 4  
♦ A K  
♣ A K Q

**West**

♠ J 7 4  
♥ 10 8 7  
♦ 10 8 7 3  
♣ J 9 3

**East**

♠ K 8 5  
♥ A J 2  
♦ 5 4  
♣ 10 8 7 5 2

**South**

♠ A 10 9 6  
♥ 5 3  
♦ Q J 9 6 2  
♣ 6 4

<b>Bidding:</b>	<b>West</b>	<b>North</b>	<b>East</b>	<b>South</b>
			Pass	Pass
	Pass	2♦ <sup>A</sup>	Pass	2♥ <sup>A</sup>
	Pass	2NT	Pass	3♣ <sup>A</sup>
	Pass	3♥	Pass	4NT <sup>A</sup>
	Pass	5♣ <sup>A</sup>	Pass	6NT
	Pass	Pass	Pass	

N has shown 4(+) ♥s, 23-24 HCP and 3 of 5 “Aces” (♥K is an “Ace”)

**Result:** 6NT –2 N/S –100

**Tournament Director’s statement of facts & ruling**

I was called at the end of the play by N. The play to the first six tricks was as follows:-

- ♣2 to the 4, 3 and K
- ♦A, 5, 2, 3
- ♦K, 4, 6, 7
- ♠Q, 5, 6, 4
- ♥Q, 2<sup>H</sup>, 3, 7
- ♠2, 8, 9, J

At trick 5, E took some time to play the ♥2 under the ♥Q. When W obtained the lead, a ♥ was returned. Result –2. If any other return was made the contract would succeed.

I ruled that a ♣ [from W at trick 7] was a logical alternative to a ♥, and further that Law 12C3 is not appropriate, particularly as the considered 80/20 was such that no division should be made.

I adjusted the score to 6NT =, N/S +990.

**Appeals Committee’s decision**

When W wins the ♠J he knows that E holds an Ace (it cannot be the ♥K as E would have covered the ♥Q). E would surely not have played a ♣ at trick 1 if holding the ♣A. In any case [if N held] ♥AKQ why play one before setting up spades?

Result at the table reinstated.

**L&E comment:**

The fact that accurate analysis demonstrates that a ♥ is the winning return does not mean that there is no logical alternative to the ♥ return. Once again it is difficult to assess W's actions without knowing his or her identity, but it is difficult to attribute competent powers of analysis to a player who contributed the ♣3 at trick 1. Accordingly, the TD's ruling is to be preferred.

Note – the TD is right to say that Law 12C3 is not applicable. Its use (to allow a ♥ return part of the time) would offend against the principle set out in items 10.1 and 10.4 above. Consequently the TD's final point (“particularly as...”) is not a relevant consideration.

**10.9 03.66**

The L&E considered an appeal form from the Shrewsbury Summer Congress, and determined to write to one of the pairs for further information concerning their system.

**10.1003.68**

Dealer W  
N/S Vul  
MP Pairs

	<b>North</b>	
	♠ Q 9 8 7 5	
	♥ 6 4 2	
	♦ -	
	♣ K J 8 7 6	
<b>West</b>		<b>East</b>
♠ -		♠ K
♥ 3		♥ A K Q J 10 8 7 5
♦ A Q 10 9 6 5 3		♦ K 4
♣ 10 9 5 4 2		♣ Q 3
	<b>South</b>	
	♠ A J 10 6 4 3 2	
	♥ 9	
	♦ J 8 7 2	
	♣ A	

<b>Bidding:</b>	<b>West</b>	<b>North</b>	<b>East</b>	<b>South</b>
	3♦	Pass	4♥	4♠
	5♣	5♠	Dbl <sup>H</sup>	Pass
	6♣	Dbl	6♦	Dbl
	Pass	Pass	Pass	

H The double was slow, freely agreed by both W and E

**Result:** 6♦<sup>X</sup> = N/S -1090

**Tournament Director's statement of facts & ruling**

I was called to the table after 6♣ was bid, and the auction was explained. I ruled that the auction should continue as the facts were agreed, and told both pairs that they should call me back at the end of the hand if they deemed it necessary. N/S [called me back].

I ruled that W has as much defence as reasonably expected with a pre-empt. He has already shown extra distribution with 5♣. He has no reason to pull the penalty double.

I adjusted the score to 5♠<sup>X</sup> +1, N/S +1050.

**Appeals Committee's decision**

We agree with the TD's decision.

**L&E comment:**

If the Appeals Committee had nothing more to say than that they agreed with the TD's decision, then it seems clear that they should have forfeited the deposit. Otherwise they should have given their reasons in more detail.

**10.1103.70**

Dealer S  
N/S Vul  
IMPs

**North**

♠ K Q 9 6 2  
♥ J 8 6  
♦ Q 5 4  
♣ J 4

**West**

♠ A 5  
♥ 10 9 7 3 2  
♦ K 8  
♣ A K 5 2

**East**

♠ 10 7 3  
♥ A Q 5  
♦ A 7 3  
♣ 10 8 7 6

**South**

♠ J 8 4  
♥ K 4  
♦ J 10 9 6 2  
♣ Q 9 3

<b>Bidding:</b>	<b>West</b>	<b>North</b>	<b>East</b>	<b>South</b>
				Pass
	1♥	1♠	Pass <sup>1</sup>	Pass <sup>2</sup>
	2♣	Pass	3♥	Pass
	4♥	Pass	Pass	Pass

1 Not alerted – forcing pass to 2♥

2 If E's pass alerted, would have bid 2♠

**Result:** 4♥ = N/S –420

**Tournament Director's statement of facts & ruling**

E's pass was not alerted, although when asked by opponents was told it was forcing to 2♥ but could still be very weak hand.

With a 2♠ bid, it would be more difficult to reach 4♥ with the poor suit quality of W. I assigned a weighted score of:-

60% of 3♥ +1 N/S –170  
plus 40% of 4♥ = N/S –420

**Appeals Committee's decision**

Although it is not 100% clear that E's pass was indeed forcing and therefore alertable, the Committee felt that based on the explanations at the table this was probably the case. We ruled that there was a failure to alert.

There is a case for S to bid 2♠ anyway. Otherwise, the percentages might be skewed more in favour of N/S. We confirmed the TD's ruling.

**L&E comment:**

Neither the TD nor the Appeals Committee have demonstrated any causal link between the misinformation and S's decision not to bid 2♠. The L&E do not find S's contention at all

convincing and would have ruled that N/S were not damaged by the infraction, and thus allowed the table result to stand.

It would have been helpful for the TD to record any information which he was able to ascertain as to how E/W's supposed forcing pass methods might affect the subsequent auction.

### ***10.1203.93***

The L&E considered a psyche report from the Brighton Summer Meeting, and decided to write to the pair concerned for comments with a view to deciding whether a re-classification was appropriate.

## **11. Date of next meeting**

Wednesday 14<sup>th</sup> January at 1 pm at 40 Bernard Street.

## **12. Any other business**

### ***12.1 Attendance of Chief Tournament Director***

Mr Fleet expressed disquiet that Mr Bavin, whose presence at L&E meetings he regarded as important to the L&E's work, was absent at another meeting on EBU business, which he considered should not have been arranged to clash with an L&E meeting. Mr Doe said that he believed that considerable difficulty had been encountered in arranging a date for the other meeting, and it was quite possible that the date had been offered before the date of the L&E meeting had been fixed. The L&E was happy with the explanation should it prove to be correct.

*[Secretary's note – it was correct.]*

### ***12.2 EBU Online Bridge Club***

Mr Martin raised a concern that even after completion of the arrangements for the cessation of EBU involvement in what had been the EBU Online Bridge Club, it was possible that complaints about the behaviour of EBU members in the club would continue to be received. He did not believe that the L&E had the resources to deal with these adequately. The L&E considered that the amount of investigative work in dealing with even one complaint of unfair play online was likely to be much greater than that involved in any other type of complaint, and that even a small number of complaints, let alone a deluge, would overwhelm resources. It thought that the Board might consider the possibility of a Bye-law change to relieve the L&E of the responsibility of making full investigations of complaints concerning online bridge.