



**MINUTES OF THE MEETING OF THE EBU LAWS & ETHICS COMMITTEE
HELD AT 40 BERNARD STREET, LONDON WC1
ON WEDNESDAY 11TH JANUARY 2006**

| | | | |
|-----------------|------------------|----------------|-------------------|
| Present: | Martin Pool | Chairman | (until item 3.8) |
| | Richard Fleet | Vice-Chairman | |
| | Steve Barnfield | | (until item 3.17) |
| | Jeremy Dhondy | | |
| | David Martin | | (from item 3.2) |
| | David Stevenson | | |
| | Grattan Endicott | Vice-President | |
| | Gerard Faulkner | Vice-President | |
| | Nick Doe | Secretary | |

[Mr Pool being delayed by travel problems, Mr Fleet as L&E Vice-Chairman initially took the Chair. Mr Pool arrived during the course of item 2, and took the Chair, but had to leave early, and Mr Fleet resumed the Chair from item 3.9.]

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|-----------|------------------------------|--------------|---------------------------|
| 1. | Apologies for Absence | Max Bavin | Chief Tournament Director |
| | | David Burn | |
| | | Philip Mason | EBU Vice-Chairman |
| | | Denis Robson | EBU Chairman |

2. Minutes of Previous Meeting (30th November 2005)

2.1 Accuracy

The minutes were agreed to be a true record and signed by the Vice-Chairman.

2.2 Matters arising

2.2.1 Correspondence with players – 05.30 (item 4.2.6)

Mr Doe reported that no comments had been received and a reminder had been sent.

2.2.2 Mobile phones – penalties (referred to in item 5.4)

Mr Doe apologised that he had overlooked the need to raise this at the Tournament Committee, but would do so at the next meeting.

2.2.3 White Book – index (item 8.1)

Mr Doe informed the L&E that his workload had not permitted the necessary uninterrupted time to be devoted to the work. The L&E trusted that Mr Bavin would manage to address this issue, if

appropriate by enlisting outside assistance, if necessary at a modest fee. Mr Dhondy offered to assist if this was helpful.

2.2.4 *Psyches and “forgets” (item 2.2.3)*

In view of the uneasiness felt by some L&E members about the legal justification for the decision, it was felt important to make it clear in the *Orange Book* that it was a specific exception to the normal full disclosure rule.

3. *Orange Book changes*

Mr Doe apologised for the fact that, due to the very tight timetable for receipt of comments, some material had been included in the papers which it transpired did not appear to require discussion.

Mr Pool raised the question of publicity for the *Orange Book* changes. Further articles were planned in *English Bridge*, and it had been suggested that the text of all the articles should also be published on the website. However, he thought that it was also important for a relatively short summary of the most important changes to be prepared and made widely available, such as by way of posters or handouts at EBU events, and by circulation with *English Bridge*, either as an insert or in the text of the magazine itself. He suggested that the L&E should leave the details to be finalised by himself in consultation with Mr Stevenson, Mr Doe and the Chairman of the Editorial Board, and this was agreed. It was noted that the summary would concentrate largely, although not exclusively, on the introduction of announcements and the other changes to alerting.

The L&E noted that on publication of the last two *Orange Books*, copies had been sent automatically to Counties and affiliated Clubs, to Tournament Directors and Referees, and to members who had entered EBU tournaments in the recent past. It was thought that about 25% of EBU members had received a copy automatically, which had been considered preferable to sending it to the whole membership, a large proportion of which was thought to have little interest in it. Copies were available free of charge to EBU members who had not received them automatically, and this fact was widely publicised. The L&E was happy for distribution of the new *Orange Book* to be dealt with in a similar manner.

3.1 *Convention cards – revised EBU 20A*

The L&E noted that Bridge Shop stocks of the existing EBU 20A did not appear to be as low as had been thought, although it might still be necessary to switch to the new version some time before 1st August. The L&E noted with approval the suggestion that the new version is sufficiently different from its predecessor that it should be referred to by a different title, and EBU 20B seemed appropriate.

Some further amendments of a relatively minor nature were agreed, and a copy of the revised version of the card is included as Appendix A to these minutes.

3.2 *Valuation methods and minimum opening strength*

The L&E noted that the old minute mentioned at the previous meeting had been located but had not provided the assistance which had been anticipated.

Mr Fleet questioned the inclusion in the draft of an explanation of the use of the no conventions rule as making the methods subject to the rule nearly unplayable, but the L&E was happy that the use of the rule should be explained in this way.

The L&E considered that it would be helpful to minute some clarification concerning the scope of the no conventions rule, as it appeared that it was misunderstood in some quarters. Two matters could usefully be noted:-

- The no conventions rule applies to the exact extent that the agreement allows for the possibility of a hand being opened which does not conform to the relevant minimum standards. If in a Level 4 event (where Rule of 18 is the minimum standard), a pair has an agreement that opening bids of one of a suit are at least Rule of 18 except in third seat, when they may be, say, Rule of 16, then the no conventions rule applies to all third seat openings of one of a suit,

but not to openings in other positions. However, it applies entirely irrespective of the Opening Points actually held by the player opening in third seat.

- The rule operates by regulating the combination of agreements to open light and to use conventions in the subsequent auction. In other words, the agreement to open lighter than the relevant minimum standards is only legal if there is also an agreement not to use conventions in the subsequent auction. For example, a pair opens 1♠ at identical conditions on two hands: on the first, opener has a strong hand and the partnership uses Blackwood in the subsequent auction; on the second, he has a Rule of 16 hand, and no conventions are used in the subsequent auction. Provided that the agreement allows for the possibility of opening the Rule of 16 hand, then the pair has used an illegal agreement on both hands.

A further discussion took place concerning the use of Rule of X without any qualification or flexibility. The status quo was criticised as being undesirable on two grounds: first that it is a regulation which is widely abused; second, that it prescribes a rigid formula which would be unlikely to be considered relevant by good players, and which takes no account of matters which most good players would consider of importance. Mr Martin, seconded by Mr Fleet, proposed that all uses of Rule of X in the *Orange Book* should be qualified by the words “or equivalent playing strength”. The proposal was carried by three votes to two.

3.3 *Function of glossary*

The L&E noted Mr Stevenson’s explanation of the historical reasons for including a small number of items in the glossary despite the fact that the terms defined were not used in the *Orange Book*. It decided, however, that the glossary should be limited to terms used in the book.

The L&E noted that a number of related definitions had been grouped together in the glossary, without including cross-references. It was content for the draft to remain unchanged in this respect.

3.4 *“Puppet” and “Puppet Stayman”*

The L&E noted that confusion arises because a version of Five-card Stayman has come to be widely referred to as “Puppet Stayman” despite lacking the features traditionally associated with the word “Puppet”. It was agreed that specific references to “Puppet Stayman” should be replaced by more general references to any form of Stayman which asks for five card majors.

3.5 *Calling the director; Explanations when a wheel comes off*

The L&E discussed the wording of the paragraph concerning the requirement to call the director when attention is drawn to an irregularity. A proposal by Mr Fleet, seconded by Mr Martin, that the wording of the first sentence should be simplified to read: “The director must be summoned when attention is drawn to an irregularity” was carried by three votes to one.

The L&E considered the position when a player makes a call in the belief that the meaning he intends is in accordance with the partnership agreement, but his partner gives a conflicting explanation, with the result that the player is now not sure who is right. The L&E approved the statement in the draft that it is appropriate for a player to take account of the unauthorised information in working out what explanations to give. It decided that the situation was adequately covered by introducing a small amendment to the draft to require a player to describe the partnership agreement as accurately as he can.

3.6 *Period of grace*

Mr Stevenson drew attention to the discussion at an earlier meeting, the result of which he now realised had not been minuted in accordance with his recollections. The L&E agreed that notwithstanding the previous minute it would be more helpful to specify a fixed period of grace, and all present were invited to state their preferred period. As a consequence of the opinions expressed a period of one year was agreed without a vote.

3.7 *Penalty passes when RHO has redoubled*

It was agreed to remove one example from the draft, which it was considered might be more confusing than helpful.

3.8 Defined levels – nomenclature

The L&E considered some further suggestions as alternatives to the labels “Level 2”, “Level 3” and “Level 4”. It concluded that the players were used to the present terminology, and as it was easy to include an explanation of why the numbers started at 2 (which Mr Stevenson had already done), it was agreed not to pursue the question of possible changes any further.

3.9 Simple systems

The L&E **noted** a suggestion that the reference to “old-fashioned simple Acol” was unhelpful and should be removed, **but agreed to make no change**.

3.10 Possible disqualification for using a non-permitted method

The L&E agreed that the reference to disqualification being considered should make it clear that it would only be considered for a deliberate breach of the regulations.

3.11 Weakish, unsuitable for any other response

The L&E noted that Mr Stevenson had changed the wording in response to a suggestion that it did not cover everything that it should.

3.12 Two-level openings

The L&E considered correspondence from Mr Kambites critical of the minimum strength requirements for artificial two-level openings. It felt that the criticism placed too much emphasis on the perceived effect on inexperienced players who might be ruled against if they failed to distinguish between a hand that was truly strong and one which, whilst possessing good playing strength, was essentially pre-emptive. The L&E thought that it was more important to ensure that the generality of players received accurate information about the sort of hands their opponents were likely to hold for particular actions. If players wished to play artificial two-level openings to show pre-emptive hands, they were welcome to make an application. In the meantime, it should be noted that County Associations were not required to follow the *Orange Book* provisions if they did not wish to do so. Mr Doe was asked to draft a response in consultation with Mr Stevenson.

Mr Fleet asked whether the L&E was happy with the status quo that two-level openings which showed the suit bid were permitted irrespective of the rest of the specification. For example, a pair could agree to play a 2♦ opening as any hand with at least four diamonds not qualifying for any other opening (i.e. possibly with 0 HCP), and this might be felt undesirable at Level 2. No L&E member wished to propose any change.

3.13 Strong 3 of a suit openings at Level 4

The L&E noted that it had decided to permit an opening bid of three of a suit at Level 4 to show a [weak] hand with an anchor suit or an unrestricted variety of strong (Rule of 25+) hands, but that a three of a suit opening to show an unrestricted variety of strong hands without a weak option was not currently permitted. It agreed that this was anomalous and that unrestricted strong-only meanings would be permitted.

3.14 3NT openings at Level 3

It was noted that the difference between the Level 3 and Level 4 provisions was something of a historical anomaly arising from the applications which had happened to be made in the past. The L&E agreed to simplify the provisions by applying the existing Level 4 provisions at Level 3.

3.15 Defence to artificial and forcing bids

The L&E noted with approval Mr Stevenson’s change, from deeming forcing but otherwise natural openings to be artificial, to permitting any defence to openings which were either artificial or forcing. The practical effect was minimal, but it did satisfactorily cover defences to the natural, forcing openings of one of a major which it had been agreed to permit at the last meeting.

3.16 Alerting of negative inferences

At this point in the meeting the L&E considered one of the Reports from Tournament Directors in the light of the suggestion that changes to the provisions in the draft *Orange Book* might be

required in the light of the ruling by the Appeals Committee. In the light of the conclusions in relation to the appeal (see *item 4.1*), and the fact that it had already been decided to change the wording of the basic alerting rules, no further changes were in fact considered necessary.

3.17 Double jump cue bids

An application was noted, and would be considered at the next meeting.

3.18 Disclosure of matters of style

Mr Fleet asked for clarification of the disclosure requirements for matters of style which might differ between partners. He cited examples, such as the tendency of one partner to double 1NT in the pass-out seat on weaker hands, or to make less shape-suitable minimum takeout doubles of suit openings, than the other partner considered appropriate. The L&E noted that Law 40E1, which permits the regulation that both members of the partnership must employ the same system, allows method, but not style and judgement, to be restricted by regulation. Accordingly, it decided that it is perfectly legal for partners to differ on such matters of style, but that such differences must be disclosed, once they have come to the players' attention by virtue of partnership experience, as constituting matters of implicit agreement.

Mr Stevenson was asked to add a suitable paragraph to the section of the draft dealing with disclosure of matters of style.

3.19 Screen regulations

Whilst Mr Stevenson did not propose making any reference to play behind screens in the *Orange Book* (bar a brief note to the effect that there were separate regulations), he considered that the EBU Screen Regulations should be amended to take account of the introduction of announcements. He invited the L&E to choose between the three possible options for dealing behind screens with bids which would be announceable without screens, namely:-

- written announcements;
- alerts in place of announcements;
- neither alerts nor announcements.

The L&E considered that written announcements would be cumbersome and unwelcome, and that more alerts would reduce the helpfulness of other alerts, so it was clear to decide that otherwise announceable bids should be neither alerted nor announced behind screens. The L&E considered that since play behind screens mostly involves highly experienced players, who would be likely to consult opponents' convention cards in some detail at the start of a round, few difficulties would be encountered as a result of this decision.

[minutes continue on next page]

4. Reports from Tournament Directors

4.1 05.51

Dealer E
N/S vul
Swiss Pairs

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

| | | | | |
|-----------------|-----------------|--------------|--------------------|--------------|
| Bidding: | West | North | East | South |
| | | | 1NT ¹ | Pass |
| | 2♦ ² | Dbl | Pass ^{A3} | 3♦ |
| | 3♥ | 3NT | Pass | Pass |
| | Pass | | | |

- 1 10-13
- 2 Explained simply as “transfer”
- 3 Denies 3-card support

Result: 3NT-2 N/S -200

Tournament Director’s statement of facts & ruling

Phone call was made late on Friday night to register a request for a ruling; details were submitted on Saturday afternoon.

N/S are claiming damage on the grounds that the 3♥ bid should have been alerted, as its meaning was affected by other agreements, and that the “transfer” explanation was insufficient. E/W play that an immediate 3♥ response to 1NT is pre-emptive. N claims that, armed with this knowledge, it is less likely that she would have bid 3NT.

I ruled that 3♥ is not alertable – it is competitive in nature, and is scarcely affected by undisclosed agreements. The opponents could reasonably expect that there were other such agreements, and had the opportunity to ask for any further implications about the bid.

3♥ was a free bid, and therefore hardly likely to be made on a weak hand. Even with a “correct” explanation, I don’t believe that N would have bid any differently.

I allowed the result to stand.

Appeals Committee’s decision

Our reading of OB 5.2.1(c) indicated that 3♥ is alertable.

If N was in full possession of the facts we believe that she might not have bid 3NT but would have done so much of the time. Because N/S do not play Lebensohl N would have had to guess more often here.

We do not agree that N is required to ask to receive information here. If she asks and then passes, S would be under ethical strain.

We adjusted the score to:-

| | | |
|-------------|------------|----------|
| 15% of | 3♥-1 by W | N/S +50 |
| plus 85% of | 3NT-2 by N | N/S -200 |

L&E comment:

It is clear from the large percentage of the table score included in the weighting by the Appeals Committee that there is a plausible argument that N was not damaged. However, the L&E has concluded on balance that no adjustment at all should have been made because the 3♥ bid did not require an alert.

From N's perspective the likely strength for W's 3♥ ranged from merely competitive to positively invitational. The fact that a purely pre-emptive hand was excluded could perhaps have been inferred from W's decision to bid again. The third basic alerting rule in the present *Orange Book* requires an alert if a call is "natural but its meaning is affected by other agreements which your opponents are unlikely to expect". The degree of unexpectedness of the actual methods in use in this case was not sufficient to require an alert.

4.2 05.103

The L&E considered a further report, but details are omitted from these minutes as it has subsequently transpired that the discussion may have proceeded on the basis of a misapprehension as to the existing practice. The matter will be discussed further at the next meeting.

Due to lack of time consideration of the remaining reports was deferred.

[Secretary's note – will L&E members please retain the papers relating to Reports from Tournament Directors]

5. Disciplinary matters

6. Panel of referees

Due to lack of time these items were deferred.

7. Date of next meeting

Wednesday 25th January at a venue to be determined (Bernard Street being unavailable).

8. Any other business

None

