



**MINUTES OF THE MEETING OF THE EBU LAWS & ETHICS COMMITTEE  
HELD AT BAKER TILLY OFFICES, 2 BLOOMSBURY STREET, LONDON  
ON WEDNESDAY OCTOBER 1<sup>ST</sup> 2014**

<b>Present:</b>	Tim Rees (TR)	Chairman and Elected Member
	Mike Amos (MA)	Elected Member
	Robin Barker (RB)	Elected Member
	David Burn (DB)	Elected Member
	Jeremy Dhondy (JD)	EBU Chairman
	Frances Hinden (FH)	Vice Chairman and Elected Member
	Neil Morley (NM)	Elected Member
	Ian Payn (IP)	EBU Vice Chairman
	Martin Pool (MP)	Elected Member
	John Pain (JP)	Secretary
<b>1</b>	<b>Apologies for Absence</b>	Barry Capal (BC) EBU General Manager Gordon Rainsford (GR) Chief Tournament Director

**2**

**2.1/2 Minutes of the previous meeting**

The minutes of the meeting of May 14<sup>th</sup> 2014 were approved and signed.

**2.3 Matters arising**

2.3.1 GR reported that he had written to a member regarding comments on an appeal form from a heat of the Portland Pairs, held in Bristol and received a reply in return. *The matter was considered closed.*

2.3.2 TR had written to the appeal committee following the previous discussion of 13.083 where the Appeal Committee had returned a deposit and said that there were mitigating circumstances for doing so, but did not say what they were. Committees are encouraged to be as comprehensive in their reports as is possible given time and other factors.

2.3.3 Fielded Misbids. DB said that he had made a start on a draft revised regulation and would circulate it in time for discussion at the next meeting.

**Action: DB**

### 3 Appeals to the National Authority

#### 3.1 14.022 – Appeal from the Corwen trophy.

An Appeal to the National Authority had been received shortly after the Corwen Trophy. It had been dealt with by email correspondence.

<p>♠ K643 ♥ 9654 ♦ J9 ♣ A96</p> <p>♠ 8                      ♠ Q109 ♥ AKQJ108            ♥ 73 ♦ Q1075                ♦ K83 ♣ K7                     ♣ Q10542</p> <p>♠ AJ752 ♥ 2 ♦ A642 ♣ J83</p>	<p>Board 6 : Dealer East : EW vulnerable</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><i>West</i></th> <th style="text-align: left;"><i>North</i></th> <th style="text-align: left;"><i>East</i></th> <th style="text-align: left;"><i>South</i></th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>Pass</td> <td>Pass</td> </tr> <tr> <td>1♥</td> <td>Pass</td> <td>1NT</td> <td>2♠</td> </tr> <tr> <td>3♥</td> <td>3♠</td> <td>Pass</td> <td>Pass</td> </tr> <tr> <td>4♥</td> <td>All Pass</td> <td></td> <td></td> </tr> </tbody> </table>	<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>			Pass	Pass	1♥	Pass	1NT	2♠	3♥	3♠	Pass	Pass	4♥	All Pass		
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3♥	3♠	Pass	Pass																		
4♥	All Pass																				

<p>♦ J ♣ 96</p> <p>♦ Q10                      ♦ 8 ♣ 7                         ♣ Q10</p> <p>♦ 6 ♣ J8</p>	<p>This was the Claim Position after trick 10.</p> <p>Result assigned by the TD 4♥ - 3, NS + 300 EW appealed.</p>
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#### TD's statement and ruling:

The TD was called after West claimed/ conceded at the 3-card ending shown with South on lead. The statement was 'I'll give you a spade'. South had no spade but would lead a diamond. This gives West a choice of plays.

Declarer is not certain where ♦ J is so may finesse ♦ 10 and would now lose two tricks. Such a play we considered might be argued to be 'careless' or 'inferior' as per Law 70E1, but not beyond such. Thus NS take two of the last three tricks.

#### Appeal Committee:

The TD had applied the law correctly in our view. The TD had read the law to the players. L70E1 made it clear what should happen, which is why the deposit was retained.

#### Appeal to the National Authority:

The L&E Committee considered the appeal to the National Authority from the Corwen Trophy, regarding a declarer's claim ruled according to Law 70E1. For such an appeal to be heard, it must meet one of the following criteria:

- a) A question of principle
- b) An error of tournament direction
- c) An error in the application of law or regulation
- d) A grossly inappropriate value judgement

EW appealed to the National Authority and mentioned three grounds for appeal:

- (i) That it was a grossly inappropriate value judgement to assume an expert declarer would have finessed the ♦ 10 .

- (ii) That the appeals committee contained a member who might be biased in favour of the defenders.
- (iii) That there was an error in procedure because the Appeals Committee had not provided any written reasons for its ruling. (*minute amended on Jan 21<sup>st</sup>. 2015*)

The appeal grounds were considered by six members of the L&E Committee.

The L&E considered these grounds. It did not believe that there had been a grossly inappropriate value judgement (this is discussed further below). It did not believe that the AC member had a particularly strong relationship with the defenders nor that he would have allowed personal friendships to affect his ruling. Finally, although AC Chairmen are encouraged to write full reasons for a ruling on the Appeals Form, time pressures often mean that this is not done. A failure to supply written reasons is not grounds for further appeal.

Therefore, the appeal submission did not contain sufficient grounds for appeal. However, some members of the L&E Committee were concerned that there may have been an error in the application of Law. Instead of Law 70E1, they thought that since declarer had tried to concede a spade when there were no more out, then Law 71 (Concession Cancelled) should have been used instead of Law 70E1. On this basis, the L&E felt that the appeal met criteria c) above, and the appeal should be heard.

#### The Appeal

The Committee discussed at length which Law should be used, and how the claim Laws should be interpreted. The Committee took advice from Senior TDs both in England and in the EBL. The conclusion was that Law 71 is intended to cover the withdrawal of agreed concessions. In this case, the concession of a spade trick was not agreed, so Law 71 does not apply, **and Law 70E1 was the correct Law to use.**

It was also argued that declarer had conceded one trick, and therefore claimed two tricks. Some members felt that, with two sure tricks, he should be entitled to two tricks. The Committee decided that this was not the correct interpretation of the law, as declarer's concession of a trick was invalid and he did not specify a line of play, nor which tricks he was taking. If declarer had instead claimed with the statement "I'll take my two queens", that would have been likely to be allowed.

When using Law 70E1, guidance from the WBF and endorsed by the L&E Committee is to follow the claim statement until it breaks down, then determine possible "normal" lines from that point on (see White Book 8.70.7). In this case, the statement of "I'll concede a spade" broke down immediately, and the TD had to decide "normal" lines on a diamond return.

There are two possible lines for declarer, to play either the Q or 10 of diamonds. Neither of these lines is irrational. While it is acknowledged that declarer is an expert, arguments that declarer has inferences that make it very likely that the remaining diamonds are 1-1 do not apply here. We cannot assume that a declarer who does not know how many spades are out, will necessarily be capable of drawing inferences about diamonds. Both lines are "normal" under the definition of the footnote to Law 70, and Law 70E1 states that "the Director shall not accept from claimer any unstated line of play the success of which depends upon finding one opponent rather than the other with a particular card". The EBU has not specified a default order of play under Law 70E2, so the TD was correct to assign a score based on declarer playing the D10 on the 11<sup>th</sup> trick, which meant declarer took one further trick. Therefore, the TD's and AC's ruling is confirmed.

Because the appeal was heard by the L&E, the deposit for that appeal was returned. The L&E also decided to return the deposit from the original appeal.

3.11 Following the decision to return the original £30 appeal deposit, the Chairman of the AC resigned from the Referees panel. He believed that by returning the deposit when the decision of the appeal committee had been upheld, and it was agreed that they had applied the correct law, meant that the L&E were not supporting their committees.

TR said that as the L&E Committee had needed to take advice of the interpretation and application of the claim laws, and as there had been dissenting opinions, the case was a complex one. The players at the table cannot be assumed to know the intricacies of the laws, and although the appeal grounds did not mention the application of the laws, it is reasonable that players can appeal a ruling that does not “feel right”, where the laws are not immediately clear.

MP said it was unfortunate that the appeal to the National Authority had been dealt with by email. He remembered another dealt by email some years previously and at that time the L&E committee said ‘never again’. MP added that if time meant a decision had to be made quickly then a subcommittee of the L&E who were geographically close could meet and would be preferable to email as a method of dealing with the appeal. This appeal had taken several weeks to resolve. Some of the time had been taken up with canvassing the legal position with Max Bavin and other leading European TDs. TR said that the approach for each case needed to be considered on its merits. For this appeal, it was felt that waiting 3 months for the next Committee meeting was not appropriate, and that forming a subcommittee would have risked losing valuable input from some members.

#### **4 Disciplinary Cases**

##### **4.1 Wroxall**

The secretary reported that the matter was ongoing and that the Club had not completed its own procedures. Consequently the Laws and Ethics committee would take no action at this stage. The Committee noted various papers in regard to the on going case.

##### **4.2 Simon Ward (Case name Queen)**

The following statement would appear in the December issue of English Bridge:

Member banned from events and fined

A Disciplinary Committee of the English Bridge Union recently considered a charge brought under Rules 3.2(i) and 3.2(vi) of the EBU Disciplinary Rules against Mr Simon Ward. Mr Ward had submitted an entry to the 2012 Easter Festival of Bridge on behalf of himself, his partner and his Teammates and the cheque had been returned unpaid. Despite numerous contacts with Mr Ward and Mr Ward’s undertaking to settle the liability, on several occasions, the English Bridge Union eventually had to take legal action for recovery. Mr Ward did not deny the charge within the deadlines given and several extensions granted.

This caused additional burden to both the staff and officers of the English Bridge Union, and eventually Mr Ward admitted the charges and submitted a plea in mitigation.

The Disciplinary Committee banned Mr Ward from entering any English Bridge Union event, any event organised by a county association of the English Bridge Union and any open event granted a licence by the English Bridge Union for 12 months, and fined Mr Ward £100 to be paid within 21 days of notification of the judgement.

##### **4.2a Recommended changes to the bye-laws**

This case had identified some issues with the current wording in the bye-laws. The secretary was to write to the Company Secretary to ask for the Board to consider the changes.

11.10 to be deleted (already covered by 11.5)

11.5 be modified to include all clubs where the player member is a member of the club or **any club where the player member has played and results have been reported to the EBU.** (new words in bold)

11.11 be made clearer to explain fully 'Open Competition'. (Secretary's note: not necessary as Open Competition is defined in the Bye-Laws).

#### **4.3 Suspension of a player during the Brighton Summer Meeting**

The Committee confirmed the suspension of a player from the Brighton Summer Meeting and agreed to write to the member and to advise him that a repetition would be treated more seriously.

**Action: JP**

#### **4.4 Incident during a Hubert Phillips match**

The Committee considered correspondence received following a concession in a Hubert Phillips match because of alleged bad behaviour. The officers had dealt with it during the Summer. The Committee confirmed the action and regarded the matter as closed.

#### **4.5 Ban of Michael Elinescu and Entschow Wladow**

The Committee noted that the WBF had concluded the appeal process of Elinescu and Wladow (from Germany) regarding the exchange of information through coughing at the World Seniors Teams Championships in Bali. Each member is banned from playing in any WBF competition or championship for 10 years and from partnering each other for life. Through the 'reciprocity' arrangement with the WBF, the EBU is bound to enforce the same ban should the pair attempt to enter any EBU competition.

#### **4.6 Altercation with a TD at the end of the Brighton 'B' Teams Final**

The Committee noted the report of the TD from the Brighton 'B' teams final indicating an altercation with a member. The Secretary was to write to the member concerned for his comments.

**Action: JP**

### **5 Technical Matters**

#### *5.1 Correspondence from Paul Littlewood*

Mr Littlewood had suggested that there be mandatory pauses following overcalls above the level of 3NT to reduce the amount of unauthorised information that could be passed. The Committee was of the view that it would be complex to formulate such a rule and that enforcing it might prove difficult. However DB said he would find out the regulation in Norway which had something similar and report back next time.

The Committee noted that it is good practice to consistently take time to consider actions following overcalls at that level and always taking a pause of between 5 and 10 seconds was unlikely to generate UI

**Action: DB**

#### *5.2 Alerting of 'No Agreement'*

The Committee considered two appeals where the interpretation of the alerting rule regarding 'no agreement' had been the issue.

## 14.033

<p>♠ 105 ♥ QJ3 ♦ AJ5 ♣ AK1073</p> <p>♠ KJ9742      ♠ AQ63 ♥ 105            ♥ A987 ♦ 632            ♦ 10 ♣ Q6            ♣ 9842</p> <p>♠ 8 ♥ K642 ♦ KQ9874 ♣ J5</p>	<p>Board 11 : Dealer South : Love all</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><b>West</b></th> <th style="text-align: left;"><b>North</b></th> <th style="text-align: left;"><b>East</b></th> <th style="text-align: left;"><b>South</b></th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td>Pass</td> </tr> <tr> <td>2♦ (A1)</td> <td>Dbl (2)</td> <td>2♠ (A3)</td> <td>3♦</td> </tr> <tr> <td>Pass</td> <td>3♠ (4)</td> <td>4♥</td> <td>Dbl</td> </tr> <tr> <td>All Pass</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>A1 – Multi 2 – not alerted 13-15 balanced or 19+ A3 – playable in 3♥ 4 – not alerted</p> <p>Table result: 4♥ x – 6 by E. TD ruling: result stands EW appealed</p>	<b>West</b>	<b>North</b>	<b>East</b>	<b>South</b>				Pass	2♦ (A1)	Dbl (2)	2♠ (A3)	3♦	Pass	3♠ (4)	4♥	Dbl	All Pass			
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**TD's statements and ruling**

East stated that when 3♠ was not alerted, they took it to be a natural suit. Consequently they reasoned that partner's suit must be hearts, and bid 4♥. NS did not have an agreement for the use of 3♠ in this situation; N hoped his partner would interpret it as 'asking', whereas S thought it was 'showing'

TD ruling: The 3♠ bid is not alertable as NS did not have any agreement to use it in an unnatural way. (BB4A1)

It was not clear why W had not bid 3♥ over 3♦. N reasoned that it must show spades and therefore thought it reasonable that 3♠ must be 'asking'. S was not on the same wavelength. Note that the double should be alerted, although this was not relevant. The TD wondered if E might have been able to ask about the 3♠ call. Note that E is a very experienced player.

**Appeal Committee comments:**

This appeal threw up a number of issues, worth a review by the L&E in our opinion.

After some debate we concluded that NS had drawn different inferences from EW explanations of their unusual treatment of the Multi (East appeared unable in their methods to show support for both majors and therefore appeared in some situations not to be able to become clear on which major partner had); N assuming that W had to have spades, S assuming that it was still possible for W to have hearts. S assumed that because W is allowed to pass 3♦ even when he has six hearts N's 3♠ bid had to show spades (hence no alert); N assumed that W must have spades and was asking for a stop.

NS got their wires crossed through those different inferences rather than because they had no agreement as to their system methods (in which case per the 2014 revised wording for alerts (see BB 4A6, reproduced after 14.036) S should have alerted N's 3♠ call) or because they had specific agreements here, misexplained.

We noted the new wording could do with better publicity since it is probably not well known even by experienced players. We also concluded (but worth confirming) that S's 3♦ bid was not alertable even when showing values (though 2NT obviously is alertable) and that a Dixon-style initial double probably is technically alertable (though not relevant here, in our view and even though in common use).

Appeal committee ruling: TD ruling upheld, deposit returned.

## 14.036

<p>♠ K10642 ♥ KQ52 ♦ 92 ♣ QJ</p> <p>♠ -                      ♠ AJ853 ♥ A63                    ♥ 10874 ♦ A87653                ♦ Q104 ♣ A986                   ♣ 7</p> <p>♠ Q97 ♥ J9 ♦ KJ ♣ K105432</p>	<p>Board 12 : Dealer West : NS vulnerable</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><b>West</b></th> <th style="text-align: left;"><b>North</b></th> <th style="text-align: left;"><b>East</b></th> <th style="text-align: left;"><b>South</b></th> </tr> </thead> <tbody> <tr> <td>1♦</td> <td>1♠</td> <td>Pass</td> <td>2♠</td> </tr> <tr> <td>Pass</td> <td>Pass</td> <td>Dbl (1)</td> <td>3♣</td> </tr> <tr> <td>Dbl (A2)</td> <td>3♠</td> <td>Dbl</td> <td>All Pass</td> </tr> <tr> <td>(1)</td> <td>Not alerted</td> <td></td> <td></td> </tr> <tr> <td>(2)</td> <td>alerted</td> <td></td> <td></td> </tr> </tbody> </table> <p>Table result: 3♠ x – 2 by N TD ruling: result stands NS appealed.</p>	<b>West</b>	<b>North</b>	<b>East</b>	<b>South</b>	1♦	1♠	Pass	2♠	Pass	Pass	Dbl (1)	3♣	Dbl (A2)	3♠	Dbl	All Pass	(1)	Not alerted			(2)	alerted		
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**TD's statements and ruling**

N said they were damaged by the lack of alert of the first double. E said they had no agreement but he doubled in hopes partner would pass and with good diamonds if he did not. E said they generally played doubles as takeout by default and no similar sequence had occurred before. I was told they had played quite a few times over the last few months.

TD ruling: No agreement explicit or implicit thus first double not alertable, so no infraction.

There was damage possibly since if S suspects or knows a penalty double he will pass it. In current Blue Book 'no agreement' is tightened so there should be no trace of agreement.

**Appeals Committee:**

We checked the system understandings and general agreements, including looking at the system file, and found strong evidence that the pair played takeout doubles in many situations, including balancing doubles by hands that have not joined in the auction to date. We were comfortable that per system E's double was takeout and therefore not alertable, therefore the table result stands.

W was clear, and our probes (see above) enabled us to concur that per system and general agreements E's double was take out and therefore not alertable and the table result should stand. We felt this passed the test of Blue Book 2D2 (see below). E explained that since he knew opponents had an 8-card spade fit he did not wish to float 2♠ at pairs. He doubled (takeout) hoping that with some hands partner might have enough high cards (and also knowledge from the opponents subsiding in 2♠ that his side had one of two possible trump tricks as well) to float the double; and that with others EW would play in an 8/9-card diamond fit or 8-card heart fit, or opponents would take another bid, as here.

We were mindful of the revised Blue Book wording of 2D2:

2 D 2            Unless a player knows that his partner's call is not alertable (or announceable) he must alert. If the player is unsure when asked for its meaning he may refer the opponents to the system card if it is likely to be on the card. If there is no relevant partnership understanding, he must not say how he intends to interpret his partner's call. *See also 4A6*

4 A 6            If there is no alert and no announcement, opponents can assume that the call does not fall within an alertable or announceable category, through either explicit or implicit understanding. *See also 2D2*

Appeal committee decision: TD ruling upheld, deposit returned.

**L&E Committee comments on both appeals:** The L&E Committee considered that in both cases the TD had been incorrect to comment as they had done – '**no agreement' situations ARE alertable**. This is to ensure that the opponents are made aware of the systemic agreements (or lack of them). An unalerted bid can then be assumed to be natural.

The revised Blue Book wording had not been actively publicised to TDs and some were possibly unaware of it. It was agreed the regulation could be better written and revised wording will be considered. In the meantime GR would raise the issue with all Panel TDs at the forthcoming TD training weekend.

**Action: GR**

5.3 *Clarification of principles behind claim rulings – covered in 3.1.*

This is another topic to be covered at the TD training weekend.

**Action: GR**

5.4 *Appeals Booklets*

The Committee considered that continuing with the series of booklets was a valuable resource. The 2012 book was waiting to be done and the 2013 had been prepared ready to be done. However FH asked to be excused as pressure of work meant she could not devote the time to get the work completed. MA volunteered to take over the work needed to find the commentators and circulate the hands to them. FH would still prepare the booklets for publication. NM was thanked for producing the 1<sup>st</sup> drafts of hands up to the end of 2013. The responsibility for producing the 1<sup>st</sup> draft for future years was now with the secretary.

**Action: MA and FH**

5.5 *Blue and White Book – August updates*

Both booklets had been completed on time and were published on the website well before the August 1<sup>st</sup> introduction date.

5.6 *Extraneous information from other sources (14.040)*

The Committee considered an appeal from Crockfords Final. A team from the Plate final was overheard by a team in the Main final discussing a board.

<p>♠ J1076 ♥ 953 ♦ A8752 ♣ 5</p> <p>♠ 83                      ♠ K ♥ AKQ1072              ♥ J64 ♦ 103                      ♦ KJ94 ♣ A92                      ♣ KJ1074</p> <p>♠ AQ9542 ♥ 8 ♦ Q6 ♣ Q863</p>	<p>Board 4 : Dealer West : All vulnerable</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><b>West</b></th> <th style="text-align: left;"><b>North</b></th> <th style="text-align: left;"><b>East</b></th> <th style="text-align: left;"><b>South</b></th> </tr> </thead> <tbody> <tr> <td>1♥</td> <td>Pass</td> <td>4♥</td> <td>4♠</td> </tr> <tr> <td>5♥</td> <td>5♠</td> <td>Dbl</td> <td>All Pass</td> </tr> </tbody> </table> <p>Table result: 5♠ x – 1 by S = -200. TD ruling: 3 IMPs to both teams. EW appealed.</p>	<b>West</b>	<b>North</b>	<b>East</b>	<b>South</b>	1♥	Pass	4♥	4♠	5♥	5♠	Dbl	All Pass
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**TD's report and ruling:**

I was called when a player from another team as he was leaving the room remarked loudly 'I was right to go on over 4♠'. As play of Board 4 was just beginning, I told the players that I would allow play of the board but that I could adjust the score later if it was found that play had been affected by the overheard remark. The auction continued and N called me back when S bid 4♠. It was not clear that this was the board being discussed so I allowed play to continue. At the end of the match NS told me that the felt the outcome may have been influenced by my remark. My ruling was based on the fact that both W and N were compromised by the overheard information so I cancelled the board and awarded Average + (3 IMPs) to both sides. In hindsight it would have been better to stop play of the board when 4♠ was bid. I later discovered that the board being discussed was not Board 4 but I still feel that the outcome was affected.

TD Ruling: The ruling is based on my view that UI may have affected the result. (Law 16C2c)

EW appealed. They did not believe bids above 4♠ have been affected by UI.

**Referee's comments and ruling:**

The table result stands whether or not Law 16 is considered to apply. I don't think the Law actually does apply, and W has pretty clear 5♥ bid anyway.

Law 16C begins: When a player accidentally receives unauthorized information about a board he is playing or has yet to play, as by [...] overhearing calls, results or remarks and I do not see a way to justify ruling under Law 16 or any other against a player who has received no such information.

**L&E Committee comment:** The TD needs to take all reasonable steps to find out what the information relates to and in particular which board. The Committee acknowledged that in some cases that could be difficult if players had left the building.

5.7 Varying defence dependant on a question being asked

Correspondence was considered from Paul Barden who suggested that it was quite common practice for players to vary their defence to alerted calls according to whether or not they ask about them (as a matter of implicit not explicit understanding). For example, after (1C) P (1H: transfer), the meaning of 1S might vary according to whether the player asks about the 1H bid. The Committee noted that under Law 40B3 the Regulating Authority may disallow prior agreement by a partnership to vary its understandings during the auction or play following a question asked or, a response to a question and confirmed that it had taken the RA option to disallow – WB 1.6.4(f) . The Committee noted that this may indeed happen but it is difficult to prove from individual cases. The Committee recommended that pairs who play unusual methods and are concerned about this practice should bring their methods to their opponents' attention before the start of the round. It is possible that inconsistencies in methods will show up over a longer time period. RB would reply to Paul Barden.

**Action: RB**

**6. Applications for new permitted methods**

Not considered at this meeting

**7. Reports from Tournament Directors**

**7.1 Psyche and appeal forms**

**14.008**

The Committee considered a hand from the London GP Swiss Teams, where a player had, at Game All, opened 1♠ after two passes, holding ♠ KJ754 ♥ Q107 ♦ 62 ♣ J64. The partner subsequently passed in competition holding a 7-count. This has been recorded as a 'Green' psyche by the TD. The player had written on the form that 'A hand that would overcall an opening bid by RHO is good enough to open in 3<sup>rd</sup> seat'.

The Committee considered it not to be a psyche but an illegal opening given the player's comment. Opening 1-level suit bids, whether forcing or not, must by agreement show 8+ HCP and, in first or second position, follow the Rule of 18.

**14.009**

The Committee considered this hand from the London GP Swiss Teams.

<p>♠AJ874 ♥KJ5 ♦9 ♣9432</p> <p>♠1096                      ♠52 ♥A1082                      ♥94 ♦Q108                        ♦KJ765432 ♣J85                         ♣6</p> <p>♠KQ3 ♥Q763 ♦A ♣AKQ107</p>	<p>Board 21 : Dealer North : NS vulnerable</p> <table border="0"> <thead> <tr> <th><i>West</i></th> <th><i>North</i></th> <th><i>East</i></th> <th><i>South</i></th> </tr> </thead> <tbody> <tr> <td></td> <td>Pass</td> <td>2♣</td> <td>Dbl</td> </tr> <tr> <td>2♦</td> <td>4♣</td> <td>Pass</td> <td>Pass</td> </tr> <tr> <td>Dbl</td> <td>Pass</td> <td>4♦</td> <td>All Pass</td> </tr> </tbody> </table> <p>2♣ explained as 8 playing tricks in a suit or 23/24 or 16+ Gambling 3NT type hand. 2♦ - relay</p> <p>Table result: 4♦ - 2 by W = -200.</p>	<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>		Pass	2♣	Dbl	2♦	4♣	Pass	Pass	Dbl	Pass	4♦	All Pass
<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>														
	Pass	2♣	Dbl														
2♦	4♣	Pass	Pass														
Dbl	Pass	4♦	All Pass														

The only other comment on the form came from W who said:

The psycher's actions show a minimum 8-playing trick hand in diamonds, and game is impossible.

The TD recorded the psyche as Green.

The L&E Committee wished it recorded as Amber, as there are minimum hands for East that make game good.

**14.010 – National Pairs 'B' Final**

<p>♠7 ♥AKQJ7 ♦Q5 ♣108632</p> <p>♠942                        ♠Q63 ♥864                        ♥1093 ♦AK32                      ♦109874 ♣KQ5                      ♣94</p> <p>♠AKJ1085 ♥52 ♦J6 ♣AJ7</p>	<p>Board 1 : Dealer North : Love all</p> <table border="0"> <thead> <tr> <th><i>West</i></th> <th><i>North</i></th> <th><i>East</i></th> <th><i>South</i></th> </tr> </thead> <tbody> <tr> <td></td> <td>1♥</td> <td>Pass</td> <td>1♠</td> </tr> <tr> <td>Pass</td> <td>2♣</td> <td>Pass</td> <td>2♦ (1)</td> </tr> <tr> <td>Dbl (2)</td> <td>3♣</td> <td>Pass</td> <td>4♠</td> </tr> </tbody> </table> <p>All Pass</p> <p>(1) 2♦ was intended as 4SF but N did not think it was, because the sequence 1♣ - 1♦ - 1♥ - 1♠ isn't. In their system S would have to bid 1♣ - 1♦ - 1♥ - 2♠ .</p> <p>(2) W doubled for a diamond lead but did not ask about 2♦ because he did not want to draw any more attention to it.</p> <p>Table result: 4♠ + 3 by S = +510. TD ruling: 4♠ + 1 by S = +450. NS appealed.</p>	<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>		1♥	Pass	1♠	Pass	2♣	Pass	2♦ (1)	Dbl (2)	3♣	Pass	4♠
<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>														
	1♥	Pass	1♠														
Pass	2♣	Pass	2♦ (1)														
Dbl (2)	3♣	Pass	4♠														

**TD's report and ruling:**

There were no alerts and S did not inform her opponents that she thought her bid should have been alerted. W did not lead a diamond because he feared a 2-suiter in S's hand, with a diamond void in N. His choice of a spade gave NS all 13 tricks.

If S had informed W before his opening lead that she thought her 2♦ call should have been alerted, W would be much more likely to risk cashing the ♦ A.

**Comments by N:**

1. W was not damaged by the bidding or any failure to alert.
2. He asked no questions about the bidding at any time during the bidding or play. (His query was raised when scores were seen in BridgeMate).
3. He doubled S's 2♦ bid thereby requesting a diamond lead from his partner and showing diamonds.

4. As his partner berated him – if it was good enough to double diamond and had ♦ AK why didn't he play ♦ A to look at dummy?  
 With all due respect the claim by W was 'sour grapes' and out of time. He called the TD when we were playing the next board and was provoked by his partner who asked him why he had not lead ♦ A to have a look at dummy.

**Appeals Committee comments and ruling:**

The TDs ruling was upheld and the deposit returned. We felt that although W might well have led a top diamond, there was doubt and we felt that the TDs decision should be upheld.

We felt that the TD made a reasonable decision in a difficult situation and we saw no reason not to uphold it.

**L&E Committee comment:**

NS should have corrected the explanation before the opening lead, but W could have protected himself. The decision by W to call the TD when he did was not out of time. It was within the time limit set out in Law 79C.

**14.015**

The Committee considered an appeal from the Northern Easter Festival Swiss Pairs, where the important point had been that the TD allowed a correction of call under Law 25A, after his partner had drawn attention to it. S had pulled out 6NT; N said 6NT in a surprised and questioning manner. The TD was called. S said his bidding cards had stuck together. The TD ruled that the 6NT call was unintended and applied Law 25A. The TD made it clear that the WBF guidance (December 2011) applied in this case – the clause 'no matter how he may become aware of his error' being relevant.

The TD reprimanded N for his comment but allowed the change.

EW appealed. The Committee upheld the TDs ruling but asked the L&E to comment on the Law and the WBF guidance.

**L&E Comment:** The WBF footnote to Law 25A (December 2011) is repeated here for convenience:

*A Player is allowed to replace an unintended call if the conditions described in Law 25A are met, no matter how he becomes aware of his error.*

This footnote is part of the Law Book, and is not (as some on the AC felt) an interpretation by the L&E. The L&E Committee confirmed the ruling was correct. However, it felt that a procedural penalty should have been applied to North for their illegal comment during the auction.

**14.026 – Psyche from the Scarborough Summer Congress**

<p>♠ 4                  ♥ 1073                  ♦ K876                  ♣ A10975                  ♠ AKQJ983      ♠ 72                  ♥ KQ954          ♥ AJ2                  ♦ 10                ♦ QJ42                  ♣ -                  ♣ J643                  ♠ 1065                  ♥ 86                  ♦ A953                  ♣ KQ82</p>	<p>Board 29 : Dealer North : All vulnerable</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><i>West</i></th> <th style="text-align: left;"><i>North</i></th> <th style="text-align: left;"><i>East</i></th> <th style="text-align: left;"><i>South</i></th> </tr> </thead> <tbody> <tr> <td></td> <td>Pass</td> <td>Pass</td> <td>Pass</td> </tr> <tr> <td>2♣ (A1)</td> <td>2♠ (*)</td> <td>Dbl</td> <td>Pass</td> </tr> <tr> <td>Pass</td> <td>Rdbl (A)</td> <td>Pass</td> <td>2NT (A)</td> </tr> <tr> <td>Pass</td> <td>3♣</td> <td>Dbl</td> <td>Pass</td> </tr> <tr> <td>4♠</td> <td>All Pass</td> <td></td> <td></td> </tr> <tr> <td>(A1)</td> <td>Benji Acol</td> <td></td> <td></td> </tr> <tr> <td>(*)</td> <td>psyche</td> <td></td> <td></td> </tr> </tbody> </table> <p>Table result: 4♠ + 2 by W, -680                  TD's classification of psyche: Green</p>	<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>		Pass	Pass	Pass	2♣ (A1)	2♠ (*)	Dbl	Pass	Pass	Rdbl (A)	Pass	2NT (A)	Pass	3♣	Dbl	Pass	4♠	All Pass			(A1)	Benji Acol			(*)	psyche		
<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>																														
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(A1)	Benji Acol																																
(*)	psyche																																

**Comment by S:** as partner was a passed hand I had no reason to raise to 3♠, which I might usually as a pre-empt. The redouble is take out. So I bid 2NT to show equal length in the minors.

**Subsequent comment by Chief TD:** The TD reported to me that she had subsequently heard the N player declare to his partner that ‘he always psyches against a Benji 2♣’. Later the opponents approached the TD to say they had overheard the pair making exactly this declaration to friends at the bar.

There were other comments received subsequently from friends of the EW pair.

**L&E Committee comments:** The Committee was minded to change the classification to RED but would await comments from the NS pair.

The Committee also felt that North’s actions and subsequent comments meant that NS now have an implicit understanding regarding overcalls of a Benji 2C. It is legal to play any methods here (including random overcalls or “always psyching”), but they must be fully disclosed to the opponents.

#### **14.034**

The L&E Committee considered a case where the on site Appeals Committee gave the appealing side a worse score than that awarded by the TD. The onsite committee asked whether it would have been possible to retain the deposit in such a case and the L&E Committee confirmed that it could have done.

### **8      *End of Meeting***

**8.1**      As it was the final meeting of the Committee before the AGM the Chairman thanked all members for their hard work throughout the year.

### **8.2      *Date of next meeting***

Wednesday January 21<sup>st</sup> 2015 at 1pm.

Venue is **Chartered Institute of Actuaries, 12 Bloomsbury Square, London WC1A 2LP.**

The meeting closed at 5pm.