



**MINUTES OF THE MEETING OF THE EBU LAWS & ETHICS COMMITTEE  
HELD AT 40 BERNARD STREET, LONDON WC1  
ON WEDNESDAY 12<sup>TH</sup> MARCH 2003**

<b>Present:</b>	David Burn	Chairman
	Martin Pool	Vice-Chairman
	Steve Barnfield	
	Richard Fleet	
	David Martin	
	David Stevenson	
	Gerard Faulkner	Vice-President
	Nick Doe	Secretary

<b>1. Apologies for Absence</b>	Max Bavin	Chief Tournament Director
	Philip Mason	EBU Vice-Chairman
	Denis Robson	EBU Chairman
	Jeff Smith	
	Grattan Endicott	Vice-President

**2. Minutes of Previous Meeting (15<sup>th</sup> January 2003)**

**2.1 Accuracy**

Mr Martin considered that the question of legal advice should have been specifically minuted under item 4.2 as well as item 4.3. It was agreed that the last sentence of item 4.2 should be expanded to read “The L&E decided, however, to maintain its existing policy on strict confidentiality, although legal advice on the point should be obtained.”

Mr Faulkner considered that the wording of item 3.2.3 was open to misunderstanding. It was agreed that the words “the General Manager” should be substituted for the word “he” in the penultimate line.

With these amendments the minutes were agreed to be a true record and signed by the Chairman.

**2.2 Matters arising**

**2.2.1 Draft new Laws (item 3.2.1)**

Mr Doe reported that he had not yet been able to draft the proposed representations to the EBL, but hoped to be in a position to do so shortly.

### *2.2.2 Appeal from a County Conduct Committee (item 3.2.2)*

Mr Doe reported that he had not yet been able to draft the proposed recommendations to the County concerned, but hoped to be in a position to do so shortly.

The L&E considered that there was some case for the constitutional arrangements of the EBU and the Counties being changed so that a County had some discretion over whether to accept as a member an EBU member who had been suspended by another County. The matter had been flagged up for consideration at the forthcoming working group meetings, comprising Board members and members of staff, which had been arranged as part of the current Development Plan proposals.

### *2.2.3 Disciplinary procedures (item 4.3)*

Mr Barnfield drew to the L&E's attention that problems were being encountered with the current interim disciplinary procedure, arising from the number of L&E members who had prior knowledge of some new cases. The L&E had decided that prior knowledge should disqualify L&E members from acting as members of the Investigatory Panel, as well as the Judicial Panel. The L&E thought that whilst it was desirable that matters should be investigated by people with no prior knowledge (so that the procedure could be manifestly seen to be fair), this might not always be possible. Further consideration should be given to the possibility that a minor degree of prior knowledge, which could not reasonably be considered to amount to a conflict of interest, should not disqualify an L&E member from acting as a member of the Investigatory Panel. (An example cited was the position of Mr Bavin as Chief Tournament Director, if an incident giving rise to a complaint had already been referred to in a report from the Director in charge of an event). It was noted that such matters would be considered at the forthcoming working group meetings, and that the need for legal advice on the question of disciplinary procedures generally had already been acknowledged. The L&E understood that the Board was due to approve the choice of a firm to give that advice, and that the matter would be taken forward following the Board meeting next week.

### *2.2.4 Disciplinary matters – closed case (item 4.5)*

Mr Doe apologised that he had overlooked the need to draw the question of regulations to the attention of the Tournament Committee at its last meeting, but undertook to do so at the next one.

## **3. White Book Revisions**

Mr Stevenson drew the L&E's attention to the three month delay caused by the deferral of this item at both the December and January meetings. The basic work on the revisions had been undertaken some time ago, and the remaining work fell into three categories:-

- certain specific drafting which people other than himself had agreed to provide;
- possible incorporation (if the L&E considered it appropriate, and not as an official WBF-endorsed text) of the digest of WBF Laws Committee interpretations which he had prepared for the WBF; and
- general review of the text by L&E members and the incorporation of any amendments resulting from that process.

Little progress had been made on any of these fronts since September. The L&E agreed that it was desirable to move forward with a view to a revised implementation date of 1<sup>st</sup> September 2003. Mr Martin considered that the delay in dealing with the first category of remaining work was partly attributable to a realisation that the matters covered were rather more complex and potentially controversial than had previously been assumed. The role of Mr Bavin was pivotal in this area, and the L&E considered that it might assist if a meeting could be set up away from Aylesbury to permit him and those others who had agreed to contribute to make real progress.

The L&E agreed that the digest of WBFLC interpretations should be incorporated into the White Book in Law number order, and Mr Stevenson agreed to attend to this.

It was agreed that as the publication is issued under the authority of the L&E, the process of review by L&E members was an important one. Mr Stevenson would shortly circulate a revised draft, on which L&E members were urged to let him have their comments in time for any significant issues arising to be debated at the next meeting.

A discussion ensued on one aspect covered by the digest of WBFLC interpretations, namely the interaction between adjustments under Laws 12C2 and 12C3. It was noted that there are currently situations in which our current practice requires the offending side to receive an adjustment under 12C2, whilst the non-offending side receives a weighted adjustment under Law 12C3. It was agreed that a fuller discussion would be helpful, and that the matter should therefore be placed on the agenda for a future meeting.

Mr Burn suggested that this and a number of other matters highlighted the danger of a piecemeal approach to questions which arose both in the context of the proposed Law changes and in the context of the planned revisions to the White and Orange Books (which were due to be finalised before any Law changes came into effect). He undertook to give some further thought to the question of management of the L&E's approach to these matters, and any L&E members who had suggestions were welcome to put them to him.

#### 4. Psyche Record

It was agreed to defer consideration of this matter to a future meeting.

#### 5. Reports from Tournament Directors

##### 5.1 02.78

Dealer S  
E/W vul

##### North

♠ -  
♥ 4  
♦ 2  
♣ 7

##### West

♠ -  
♥ -  
♦ A  
♣ 9 8

##### East

♠ -  
♥ -  
♦ -  
♣ Q 3 2

##### South

♠ -  
♥ -  
♦ K  
♣ A 10

Bidding:	West	North	East	South
				1♦
	1♠	2♥	Pass	3♣
	Pass	3♥	Pass	4♥
	Pass	Pass	Pass	
<b>Result:</b>	4♥ = by N	N/S +420		

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

I was called to the table after the hand was over. The facts were agreed. The lead [in the above end position] was in N. ♥4, ♣x, ♦K, slow ♣8. Declarer (N) now played for W to have been squeezed. W immediately volunteered on being asked “why hesitate?” that he had been working out whether he could afford to pitch the ♦A.

In view of West's statement I deemed that Law 73F2 did not apply – he had a “demonstrable bridge reason”. I ruled that Law 73D1 applied – [the inference was drawn at N's] “own risk”. As a matter of common practice we rule that Law 73F2 does apply if it is a matter simply of choice of cards in a single suit, but here W was considering two different suits. I ruled that the table result stood.

### Appeals Committee's decision

We felt that W had one card that may be useful (♦A) and two that weren't (the ♣s), as dummy had two cards higher. Therefore W may have damaged declarer by hesitating. (Also, the ♦A discard is never right, as declarer has a safe finesse in ♣s). If W had thrown a club in tempo, declarer may have got the ending right. We think the chance is 60%/40%.

Score adjusted to 60% of N/S +450, 40% of N/S +420 (for both sides).

### L&E comment:

It is difficult to review an appeal involving the potential for an opponent being misled by a hesitation in the play, without seeing the full hand and the earlier play (so that it is evident what N and W each knew about the hand when the recorded end position was reached). Tournament Directors are therefore asked to record the full hand on the first page of the form, with the end position and details of the earlier play given in the statement of facts. The L&E notes that software is now available, at least at the major tournaments, to allow the hands to be printed on an appeal form from the duplimate hand records, and recommends that advantage is taken of this facility wherever practicable.

### 5.2 02.79

Dealer W

Game all

#### North

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

#### West

♠ Q 5  
♥ K Q J 8  
♦ 8 6 2  
♣ K Q 10 6

#### East

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

#### South

♠ A 7 6 4 2  
♥ 6 2  
♦ J 9 7  
♣ A 8 5

### Bidding:

West

1♣<sup>A1</sup>  
2♥

North

Pass  
Pass

East

1♥  
Pass<sup>H2</sup>

South

Pass  
Pass

- 1 Better minor
- 2 Slight hesitation

**Result:** 2♥ = by W N/S –110

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

E hesitated before passing 2♥ (he considered a bid of perhaps 3♦). S stated that he had a marginal balance and passed because of E’s hesitation.

In my judgement, E had a demonstrable reason (for a player of his standard) for considering the auction before passing. The inference from the hesitation is drawn by S at his own risk. I allowed the result to stand.

**Appeals Committee’s decision**

E thought he had a reason, but we did not think it sufficiently good, and S was disadvantaged. [We thought that] S would not always protect and we decided to weight the score – 1/3 of 2♥ = by E, 1/3 of 3♥ -1 by E, 1/3 of 3♠ -1 by S.

**L&E comment:**

The L&E thought that S had been damaged by his own perceptions of the position. 2♠ appeared to be completely automatic at pairs for good player (which S was), so the hesitation (even if there were no demonstrable bridge reason for it) had not caused the damage. It was perhaps surprising that the Appeals Committee had not so concluded.

**5.3 02.81**

Dealer W  
N/S vul

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

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

- 1 See statement of facts
- 2 Penalty if pre-empt; action if limit raise

**Result:** 3♦<sup>X</sup> = by E N/S –670

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

I was called at the end of the auction. N had asked the meaning of 3♦ before he doubled and was told “We play inverted minor raises – that is weak”. Before the opening lead W said inverted minors did not apply following overcalls, but that 3♦ was still weak (I found that 3♦

in the agreement would normally be weaker). If 3♦ had been constructive, a double by N would have been “action”.

The E/W agreement was that 3♦ was weak. E never specified a point range. Although E/W were convinced that they had given a correct explanation I ruled that because (*sic*) incomplete the explanation N/S had been given was correct and there was no reason to adjust the score. Result stands.

### Appeals Committee’s decision

W corrected the explanation of 3♦ before the lead was faced but too late for N to withdraw his double. We ruled that N was damaged by the incorrect explanation. S maintained that he would have removed to 3♠ if the double had been “action”. N/S were damaged by the incorrect explanation. If S [had] bid 3♠ as he maintained, N has no reason to raise to 4. Score adjusted to 3♠ +1 by S, N/S +170

### L&E comment:

E/W stated that 3♦ was weak. There does not appear to be any evidence that the agreement was otherwise. N/S are not entitled to know what is in W’s hand, so the evidence of W’s actual hand is only weak evidence of his agreement. In any event, whilst W may well have bid 3♦ with a considerably weaker hand than he held, he does appear to have a pre-emptive rather than a constructive raise. N/S appear to have been damaged by a combination of N’s penalty double on a small doubleton, and S’s failure to remove it on a void. The L&E saw no basis for a finding of misinformation or consequent damage.

### 5.4 02.82

The L&E considered some comments attributed on an appeal form to a player who was also a member of the Panel of Referees. The L&E considered that, if correctly reported, the comments might have led to disciplinary action, and decided to write to the player concerned to reinforce the high standards expected of people in his position.

### 5.5 02.86

Dealer S  
N/S vul

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

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

1 Shows long single suit – partner must bid 2♣

2 Penalties

**Result:** 3♥<sup>X</sup> –2 by N N/S –500

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

I was called to the table at the end of the hand by S who queried the double of 2♥. S had asked what the double was before bidding 3♣, and was told penalties. E told me that their system was that if he has passed double is for takeout. There was no evidence on either convention card of this system. W had previously been told after the redouble that N had a single-suiter.

The basis of my ruling is that as W had already been told that N had a single suit there is no way that W looking at ♥AKxx could possibly [have] taken E’s double as penalties. Also there was no evidence on their convention card that this was their system. I have ruled on the basis [that the] Director is to rule mistaken explanation rather than mistaken bid in the absence of evidence to the contrary. I adjusted the score to 2♥<sup>X</sup> –1 by N, N/S –200.

### **Appeals Committee’s decision**

The Committee did not want to rule against the TD’s decision but –200 is too generous. The Committee decided to have a split score, 60% for E/W, 40% for N/S.

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

When an Appeals Committee gives an adjustment on a board where a result has been obtained at the table, and feels a single assigned score does not achieve equity, then EBU practice requires a weighted score comprising percentages of various results which can then be calculated by the scorers. It is not the correct method to give either side a score such as “60% of a top”. It was particularly surprising that the Committee in this case had given the offending side 60%.

It was noted that this particular appeal arose in the EBL/EBU Seniors Pairs at the Brighton Summer Congress, so the actual decision might have been following EBL practice rather than EBU practice.

## **5.6 02.94**

The L&E considered a psyche report from the Brighton Summer Congress. A player playing an unusual treatment for a particular bid had departed from system, with a hand which appeared consistent with a much more common use of the bid. Whilst the L&E had no basis on which to conclude that the agreement was not as stated, it would find it helpful in such situations if Tournament Directors would explicitly confirm on the report form that pair’s convention cards have been checked.

## **5.7 02.105**

The L&E considered the following psyche from a One-day Joint Venture event, which had been classified on site as being in the Amber category. The L&E re-classified the psyche as Green.

Dealer E  
E/W vul

**North**  
 ♠ 9 2  
 ♥ K J 8 6 2  
 ♦ 10 6  
 ♣ A 10 8 5

**West**  
 ♠ J 10 4  
 ♥ -  
 ♦ A 8 7 5 2  
 ♣ Q 9 7 6 3

**East**  
 ♠ A Q 7 6  
 ♥ 9 4 3  
 ♦ K 4 3  
 ♣ K J 4

**South**  
 ♠ K 8 5 3  
 ♥ A Q 10 7 5  
 ♦ Q J 9  
 ♣ 2

<b>Bidding:</b>	<b>West</b>	<b>North</b>	<b>East</b>	<b>South</b>
	1♥ <sup>2*</sup>	Dbl <sup>A3</sup>	1♦ <sup>A1</sup>	Dbl
	Pass	Pass	Rdbl <sup>A4</sup>	1♠
	Pass	Pass	1NT	Pass

- 1 May be 3 cards
- 2 5-8 HCP and at least 5 ♥s
- 3 Explained as negative
- 4 “Suggests ♠s”

5.8 02.125

Dealer S  
Game all

**North**  
 ♠ K 10 8 2  
 ♥ 5 3  
 ♦ A K 9 8 2  
 ♣ J 6

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

**East**  
 ♠ 7 4  
 ♥ A 6  
 ♦ 7 4  
 ♣ A K 10 9 8 7 4

**South**  
 ♠ J 6 5 3  
 ♥ K J 10 8 2  
 ♦ Q 3  
 ♣ Q 5

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

- 1 Sputnik



**Result:** 3NT = by W N/S -600

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

North called me before the opening lead to reserve his rights after 3♦ was not alerted and not well explained by E (*sic*). E [W?] said he did not know, but it could be a 2-suiter, it could be natural. N suggested if it might be natural he may not bid again. Subsequent to this S said he might have bid 4♠ if he knew E had a long one-suiter (this was at the end of the match). I felt W genuinely did not know what E’s 3♦ meant, but should have said so rather than take a guess. I did not allow S to take back his final pass. I ruled that the result stood.

**Appeals Committee’s decision**

S should have been given the chance to correct his final pass. Had he done so, he might well have bid 4♠ (until E corrected the explanation, S expected ♥s and ♣s in dummy; expecting long ♣s, he could well sacrifice).

Treating both sides as non-offending under Law 82C, the score is adjusted to N/S –200 (4♠<sup>X</sup> –1), E/W +600 (3NT =).

This is quite a common error (failure to apply Law 21 after the final pass). Maybe some attention could be paid in TD training material.

**L&E comment:**

It seems implicit in the Appeal Committee’s comment that E gave an explanation of 3♦ before the opening lead was faced, although the TD’s statement of facts includes no reference to this. On the assumption that the correct explanation was given by E, the L&E echoes the Appeal Committee’s comment. Law 21 applies until the end of the auction period (which continues until the opening lead is faced after three passes in rotation – Law 17E). If after three passes in rotation the putative declarer or dummy draws attention to misinformation before the lead is faced, then the defending side’s final pass can be changed under Law 21B1, and if it is changed the auction continues.

**5.9 02.126**

Dealer S  
N/S vul

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

<b>Bidding:</b>	<b>West</b>	<b>North</b>	<b>East</b>	<b>South</b>
	Pass	1♦ <sup>A2</sup>	Dbl	1♣ <sup>A1</sup>
	Pass	2♥ <sup>3</sup>	Pass	Pass
	Pass	Pass	Pass	3NT

- 1 Strong
- 2 Less than 7 HCP
- 3 Before bidding W asked about the double, which was explained as ♦s

**Result:** 3NT –2 by S N/S –200

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

At the end of the hand E stated that the double shows ♦s and ♠s. S bid 3NT as he thought that 4♥ would not make, but with the ♦s inside he thought 3NT might. If he had known that the double showed ♠s as well he would pass.

I adjusted the score to 2♥ = by N, N/S +110 on the basis of misinformation.

**Appeals Committee’s decision**

The appeal is allowed in part. The Committee is of the view that if given a correct explanation S would still bid some of the time. The score to be weighted as follows – 1/3 of 2♥ = (N/S +110), 1/3 of 2NT = (N/S +120), 1/3 of 3NT –1 (N/S –100).

**L&E comment:**

This is a case in which the Tournament Director might well have awarded a weighted adjusted score, and saved the necessity for an appeal. The power of TDs to issue adjustments under Law 12C3 is relatively new, but should be well-known by now, and the L&E feels that it could be more used.

**5.10 02.132**

The L&E considered the following psyche from a One-day Joint Venture event, which had been classified on site as being in the Amber category. The L&E re-classified the psyche as Green.

Dealer N  
Love all

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

<b>Bidding:</b>	<b>West</b>	<b>North</b>	<b>East</b>	<b>South</b>
		Pass <sup>1</sup>	Pass	1♠*
	Dbl	Rdbl <sup>A2</sup>	2♦	Pass
	Pass	2♠	Pass	Pass
	Pass			

- 1 Allegedly after thought. Disputed.
- 2 9+

**5.11 02.135**

Dealer E

Love all

**North**

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

**West**

♠ 9  
♥ Q J 7 3  
♦ Q J 10 6 4  
♣ J 9 7

**East**

♠ J 7 2  
♥ 6 4  
♦ A K 8 7  
♣ K 10 5 4

**South**

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

**Bidding:**                              **West**                              **North**                              **East**                              **South**

Contract 3♠ by S – auction irrelevant

**Result:**                              None (claim – 10 tricks claimed)

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

At trick 11 South claimed, placing ♠Q 10 6 on the table. E/W called the TD. The end position was as follows:-

**North**

♠  
♥ [irrelevant]  
♦  
♣

**West**

♠  
♥ [irrelevant]  
♦  
♣

**East**

♠ J  
♥ -  
♦ K  
♣ K

**South**

♠ Q 10 6  
♥ -  
♦ -  
♣ -

Asked by the TD S stated she would ruff with the ♠6 and play the ♠Q.

S was unaware of the outstanding trump. Hence the ♠Q and the ♠10 have equal value and S may play either. There was no statement about the outstanding trump. I awarded a trick to the defence. 3♠ = by S, N/S +140.

**Appeals Committee's decision**

S admitted she was unaware of the outstanding trump. Therefore Law applied as Law book – under Law 70C2, declarer was unaware of the outstanding trump. Hence a trump trick [must be] conceded. TD's ruling confirmed

**L&E comment:**

This ruling is contrary to L&E practice. The L&E comment minuted at item 6.6 of the meeting of 14<sup>th</sup> February 2001 reads as follows:-

The principles concerning “doubtful points” when a player claims, mistakenly thinking that all his or her cards are good, are:

(1) Within a single suit, it is considered normal to play from the top, and this is not normally a “doubtful point”.

(2) If there is more than one suit, the order in which the suits are played is normally considered a “doubtful point”.

[... ]

However resolving “doubtful points” against the claimant does not necessarily mean all points go against him or her.

Alternatively put, when a player mistakenly thinks that all his cards are winners, no particular order of play of different suits will be considered irrational, so that the director’s ruling will normally be based on the most disadvantageous order of play for the claimant. Within a single suit, it is considered irrational to play otherwise from the top, so that the director’s ruling will normally be based on play from the top down.

The L&E did not think that it makes any difference that the suit concerned is trumps. Law 70C2 does not require a trick to be conceded to an outstanding trump of which the claimant is unaware if such a trick could only be conceded on an irrational line.

**5.12 02.103 and 03.02**

The L&E decided that it would be helpful to have a discussion at a future meeting of the extent to which players are expected to protect themselves by asking questions in potential misinformation situations.

**5.13 03.03**

The L&E considered a psyche report from the National Swiss Teams Congress and decided to write to the pair concerned for comments with a view to deciding whether a re-classification was appropriate.

**5.14 03.04**

Dealer S  
Love all

**North**

♠ K 9 7 5 2  
♥ J 5  
♦ K 7 6 2  
♣ 7 5

**West**

♠ 8 6  
♥ A K 8 7 3  
♦ 8 4 3  
♣ K 4 3

**East**

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

**South**

♠ A Q 10 4 3  
♥ Q 2  
♦ Q 9 5  
♣ A 9 8

<b>Bidding:</b>	<b>West</b>	<b>North</b>	<b>East</b>	<b>South</b>
	Pass	2♥ <sup>A2</sup>	Pass	1NT <sup>1</sup>
	Dbl	3♠ <sup>H</sup>	4♥	3♥ <sup>A3</sup>
	Pass	Pass	Pass	4♠

- 1 12-14
- 2 ♠s
- 3 max, 4 ♠s, xx (Qx or less) in ♥s

**Result:** 4♠ -2 by N N/S -100

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

I was called at the end of play. The fact were agreed. I ruled that the 4♠ bid by S should be cancelled, and awarded a weighted score – 40% of 4♠ -2, 30% of 4♥ +1, 30% of 4♥ =.

**Appeals Committee’s decision**

We felt that some Souths would bid 4♠ even without the hesitation, and that overall 4♠ would be bid 50% of the time. Weighted score amended to 50% of 4♠ -2, 25% of 4♥ +1, 25% of 4♥ =.

**L&E comment:**

It is well-established that it is not appropriate, when cancelling a call on the basis of unauthorised information, to allow any percentage of that call in a weighted adjusted score. It appears probable that the ruling by the TD did adhere to this principle, as he seems to have considered that N would bid 4♠ 40% of the time. It would have been helpful, however, if this had been made explicit on the form. Conversely, the Appeals Committee has made a minor adjustment to the weighting, which is not recommended, and has also made it clear from its comments that part of its weighting for 4♠ arises from its supposition that S would bid 4♠. It has effectively disallowed the 4♠ bid some of the time, which is inappropriate.

**5.15 03.05**

The L&E considered correspondence arising from a forfeited deposit, and decided to write to the TD for comments before replying.

**5.16 03.07**

Dealer S  
Love all

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

<b>Bidding:</b>	<b>West</b>	<b>North</b>	<b>East</b>	<b>South</b>
	2♥ <sup>A</sup>	Pass <sup>1</sup>	Pass	Pass
	Pass	Pass	Pass	Dbl

1 N looked at the convention card before passing. The pass was in tempo after a Stop bid.

**Result:** 2♥<sup>X</sup>-2 by W N/S +300

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

Looking at the convention card provided no information which was not available from S's hand and the auction so S was free to do as he wished. Result stands.

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

We decided that the double was not evident after the interest shown. We agree that N is marked with values, but his interest in the auction made it more attractive to re-open with the S hand.

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

The L&E considered correspondence arising from the N player, who appeared to have misunderstood the TD's decision, which was not that the double was evident, but that there was no useful unauthorised information. The Appeals Committee had not made it very clear that they were changing the basis of the ruling, rather than merely substituting their judgement for the TD's. However, what they had done appeared reasonable, as the auction and S's hand marked N with ♥s, but not necessarily with values (E, with a misfitting hand, might have passed with a much stronger hand than he had). It was therefore open to the Committee to decide that there had been useful information transmitted, and to go on to consider the question of logical alternatives.

The L&E confirmed that the fact that N is permitted to consult the convention card, does not prevent unauthorised information being transmitted in the event that he chooses to do so.

## **6. Disciplinary matters**

### **6.1 Recent hearing**

Mr Doe drew the L&E's attention to some correspondence which had ensued following publication of the decision. It was content to note the manner in which this had been handled.

### **6.2 Pending case**

The L&E noted that there had been a delay in bringing a case to a formal hearing, but that it was anticipated that progress was likely to be made shortly.

### **6.3 Case not pursued by the Investigatory Panel**

The L&E considered the papers in a case with which the Investigatory Panel had decided not to proceed to a formal hearing. There were no particular lessons to be drawn from it.

## **7. Orange Book 2003**

Mr Stevenson reported that there had been little progress since the last meeting. There had been some lively discussions in OBESC on matters of principle prior to the last L&E meeting, but OBESC members had been less-inclined to comment on specific proposals which had been made. It was agreed that Mr Stevenson should be asked to continue with the development of specific

proposals for permitted methods, and that it should be made clear to OBESC members that the lack of a response to proposals would be taken to signify assent.

The L&E agreed to invite Mr Dhondy to attend the discussion on Orange Book matters at the next meeting.

The L&E agreed that a September 2003 implementation date for changes was now unrealistic.

**8. Date of next meeting**

Thursday 8<sup>th</sup> May at 1 pm at 40 Bernard Street

**9. Any other business**

**9.1 On-site referees**

Mr Fleet noted that he had been telephoned for a ruling from the Women's Trials. Mr Doe apologised that as the date had been a late addition to the calendar it had been overlooked when on-site referees had been appointed.