



**MINUTES OF THE MEETING OF THE EBU LAWS & ETHICS COMMITTEE
HELD AT 40 BERNARD STREET, LONDON WC1,
ON WEDNESDAY 24TH SEPTEMBER 2003**

Present:	David Burn	Chairman
	Martin Pool	Vice-Chairman
	Steve Barnfield	
	Max Bavin	Chief Tournament Director
	Richard Fleet	
	David Martin	
	Jeff Smith	
	David Stevenson	
	Grattan Endicott	Vice-President
	Gerard Faulkner	Vice-President
	Nick Doe	Secretary

1. Apologies for Absence	Philip Mason	EBU Vice-Chairman
	Denis Robson	EBU Chairman
	Peter Stocken	Vice-President

2. Minutes of Previous Meeting (8th May 2003)

2.1 Accuracy

Mr Doe raised two points which Mr Stevenson (who was slightly delayed) had asked him to mention. First, in item 4.3 (the second bulleted point) the words “*White Book*” should have read “*Orange Book*” in view of the decision to avoid duplication between the two publications. The L&E agreed. Second, in item 5.2 (the third bulleted point and the re-stated guidance on claims), Mr Stevenson had suggested that “might” was preferable to “may”. The L&E thought that the existing minute was an accurate record.

With the exception of the correction to item 4.3, 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 2.2.1)

Mr Burn indicated that he had some minor amendments made to the text produced by Mr Doe, and the resulting document would be passed on to the European Bridge League shortly.

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

Mr Doe reported that it had been agreed that all the procedural matters which had been of concern to the L&E in this particular case were covered by the existing guidance to Counties, which had been drawn specifically to the attention of the County concerned.

2.2.3 *Psyche record (item 2.2.3)*

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

2.2.4 *Reports from Tournament Directors (item 2.2.4; item 5.4 of 12th March 2003)*

The L&E noted comments from the Panel Referee concerned, which did not appear relevant to the issues addressed in the letter which had been sent to him. However, no further action was appropriate.

2.2.5 *Reports from Tournament Directors (item 2.2.4; item 5.13 of 12th March 2003)*

The L&E again considered the following psyche record from the National Swiss Teams Congress in the light of comments from the players concerned (noting that it was the partner of the player who had psyched who had asked for the hand to be recorded). The L&E re-classified the psyche from Green to Amber.

Dealer S
E/W Vul

North

♠ 9 5
♥ K 10 9
♦ K J 8 7
♣ J 8 7 6

West

♠ K 8 4 2
♥ J 8 5
♦ Q 3
♣ 9 5 3 2

East

♠ A Q 10 7
♥ A 6 3
♦ 6 4 2
♣ A K 4

South

♠ J 6 3
♥ Q 7 4 2
♦ A 10 9 5
♣ Q 10

Bidding:

West

Pass
Pass

North

1♥*
Pass

East

1NT
Pass

South

Pass
2♥

2.2.6 *Reports from Tournament Directors (item 2.2.4; item 5.15 of 12th March 2003)*

The L&E considered correspondence arising from a forfeited deposit, in the light of comments from the Tournament Director, and refused the correspondent's request to over-rule the decision to forfeit the deposit.

The L&E considered that it would be helpful to have some reference in the *White Book* to the Appeals Consultant procedure, and in particular to the possibility that a deposit may be forfeited despite a Consultant having advised that it was not in danger. The L&E considered that such incidents normally arise because of inconsistencies in what the appellants tell the Consultant and what they tell the Appeals Committee, rather than because the Consultant and the Committee take radically different views of the same facts. The L&E decided to retain the existing policy that

Appeals Committees are not told about the Consultant's advice. In the event of a deposit being forfeited despite a Consultant's advice, it is open to the Director-in-charge to liaise with the Consultant and the Appeals Committee Chairman, and in an appropriate case the latter may reverse the decision to keep the deposit.

2.2.7 Circulation of papers

At Mr Martin's suggestion the L&E agreed that it would be preferable to move back to the old position, namely that the agenda and as many of the papers as possible should be circulated a fortnight in advance of the meeting, to give L&E members more time to consider the matters which are to be discussed.

3. Procedures

3.1 Disciplinary procedures

The L&E noted advice from the EBU's Solicitors that it has a wide discretion in the procedure it adopts for disciplinary cases. Traditionally the L&E had adopted an inquisitorial role, but it appeared that the split of the disciplinary function between the two Panels required at least a degree of adversarial approach. However, the extent to which the process should be adversarial was likely to depend on the subject-matter and the amount of evidence in each case.

The L&E noted that in a recent case the member under enquiry had complained that he had not been offered any assistance with the preparation of his defence. The L&E considered that it was appropriate to revise the terms of the standard correspondence sent to members who face a disciplinary hearing, to make the nature of the process clearer to them. It might even be appropriate to seek to set up a Panel of suitably-experienced people, such as former members of the L&E, who would be available to assist members facing a disciplinary hearing.

The L&E noted that in cases where there is a large amount of potential evidence, the member of the Investigatory Panel who acts as prosecutor will inevitably have a choice to make as to precisely what evidence is to be presented to the Judicial Panel. In such circumstances it was important that the member under enquiry was made aware of the existence of the other evidence, so that he was in a position to consider whether there was anything in it which might assist his defence.

3.2 The role of the L&E in relation to Child Protection, Disability Discrimination and similar issues

The L&E noted that it had been asked to consider whether it could take on any role in investigating complaints of breaches of the relevant legislation. The L&E thought that it was better for its role to be confined to breaches of the Bye-laws, and it did not consider that it was a breach of the Bye-laws for a member not to comply with the relevant legislation. 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.**

To the extent that the EBU was required to exercise any investigative function in relation to such matters, the L&E considered that this was a task for the administration at Aylesbury, and that it was for the Board and the General Manager to determine the details.

4. White Book Revisions

Mr Stevenson reported that he had made further revisions following a meeting which had been held in July to consider a number of outstanding matters, and he had recently been able to circulate a draft to six proof-readers. They had been asked to provide comments by 17th October, and the L&E

agreed that any further comments from L&E members should be sent to Mr Stevenson by the same date.

Mr Stevenson highlighted a few matters on which he sought the L&E's opinion:-

- Paragraph 58.1 – guidance on whether a card is “visible”. The L&E thought that the basic premise that “visible” was to be interpreted as if it read “identifiable”, was correct, but did not think that the example given was helpful. It agreed to retain only the first sentence of the paragraph as drafted.
- The L&E noted a suggestion that some reference to encrypted bidding methods should be included, but considered that this was a matter for the regulation of permitted methods, which is for the *Orange Book* rather than the *White Book*.
- Victory Points. Mr Stevenson advocated that this term should only be used when there was a basic method of scoring followed by conversion to a final method of scoring. This was not the case with hybrid (e.g. Pachabo-type) scoring methods. The L&E had no objection to a different term being used instead of Victory Points when such scoring methods were in use.
- Screen Regulations

The L&E noted that the regulations used by the Selection Committee for the current series of Open Trials incorporated a section on tempo, with three distinct provisions. One had been included in the previous version of the regulations, one followed a relevant L&E minute, but the third was new, although it was understood that the WBF was to introduce a regulation to similar effect. Mr Stevenson had suggested that the wording could be improved, and after some discussion of the principles involved, the L&E agreed that the following wording should be adopted:-

During the auction, when playing with screens, a breach of tempo may be identified by the slowness or speed with which the tray is returned. It is not considered that a delay of some 15 seconds is necessarily sufficient to convey unauthorised information.

The players who receive the tray are the ones who normally draw attention to any abnormality. Consequently it is likely to be an infraction if a player on the side of the screen where the breach occurred is the first to draw attention to it, and the player may forfeit for his side its non-offending status.

It was agreed that the L&E would consider the *White Book* again at the next meeting, at which – if the comments received did not lead to significant changes – it might be possible to approve the final draft. Otherwise such approval could be anticipated at the following meeting.

5. Orange Book changes

The L&E noted that a considerable number of EBU members had responded to the invitation to make comments, and a number of interesting and constructive suggestions had been received, although there was nothing radical which the L&E had not already identified as being ripe for consideration. A number of comments had addressed the issue of ACBL-style announcements, and the L&E considered the possibility of introducing these in some form, possibly on an experimental basis.

Mr Doe had also prepared a document making a number of suggestions about how the regulations should be presented.

Mr Stevenson indicated that OBESC would begin detailed consideration of its recommendations once the *White Book* draft was finalised. The L&E agreed that it was not yet necessary to impose a new deadline for members' comments to be received.

6. Technical matters

6.1 Random calls

The L&E considered the reported methods of a pair which were possibly open to the interpretation that the choice of opening on a balanced hand outside the range for a 1NT opening fell foul of the prohibition on random calls. The L&E agreed to write to the players concerned for further information.

6.2 Random leads

The L&E considered the reported methods of a pair said to use random leads, and decided to write to the players concerned for more information.

7. Disciplinary matters

7.1 Adjourned case

The L&E considered the progress which had been made towards reconvening the hearing.

7.2 Pending hearing

The L&E noted that a date had been fixed for the hearing, but the member under enquiry, who had originally agreed that the date chosen was acceptable, had now given reasons why it was not. The L&E saw little option but to go through the process of obtaining further availabilities from all concerned.

7.3 Review of cases not proceeded with by the Investigatory Panel

The L&E was pleased to note that the present procedure seemed to be working well in terms of preserving confidentiality.

7.3.1 “Damson” and “Fig”

[Secretary’s note – cases are now given a code name to assist in distinguishing between different cases and maintaining confidentiality]

The L&E considered the papers. The investigation by the Investigatory Panel (which had exceptionally comprised just one L&E member, as others were affected by prior knowledge of the case) had led to the complainants being informed that the L&E had found no prima facie evidence of a breach of the Bye-laws. The complainants had written to express dissatisfaction with that decision. The L&E supported the decision not to proceed to a formal hearing, but considered that the terms in which that decision had been communicated were inappropriate. There had been prima facie evidence of a breach of the Bye-laws, but it had consisted of a technical breach of the regulations for which there had been a reasonable excuse. The Investigatory Panel was therefore quite justified in concluding that it was not such a breach as could be reasonably expected to lead the Judicial Panel to impose any disciplinary sanction.

7.3.2 “Guava”

7.3.3 “Huckleberry”

The L&E considered the papers, which did not give rise to any concerns or lessons for the future.

7.3.4 “Lime”

The L&E considered the papers, which did not give rise to any concerns or lessons for the future.

However, the L&E noted that the case had arisen out of a psyche by an expert player in circumstances in which a partner who was also an expert was likely, even without partnership experience, to recognise the potential for a psyche whereas less-experienced opponents were markedly less likely to do so. The L&E thought that such psyches (often referred to as “tactical bids”) could usefully be the subject of one of Mr Stevenson’s occasional articles for *English Bridge*.

7.3.5 “Mango”

The L&E considered the papers, which did not give rise to any concerns or lessons for the future.

8. Reports from Tournament Directors

8.1 03.51

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

8.2 03.53

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

8.3 03.54

Dealer W
Game all

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

	West	North	East	South
Bidding:	Pass	1♠	Pass	2♣
	Pass	2NT ^A	Pass	3NT
	Pass	Pass	Pass	

Result: 3NT –3 N/S –300

Tournament Director’s statement of facts & ruling

I was called during trick 6. The play to the first five tricks had gone:-

- ♠ to the J
- ♣ to the A
- ♣J to the Q
- ♠ to the A
- ♣ to the K

At trick 6 declarer called for “a club” with the 10 6 remaining in dummy. It was clear that he knew that the 10 was good but the 6 was not.

Declarer could give no reason for saying “a club” when he knew this was a mistake. He agreed that he knew that “a club” meant a small club.

Dummy hesitated before playing a card and now declarer called for the ♣10.

At this point declarer could have made the contract by cashing his ♣ winner, but he ruffed a ♦ and N discarded a ♣ and he had to go one down.

I ruled that there was misinformation. S's intentions were good, but to an English player "2nd and 4th" does not mean small from doubleton but [2nd from xxxx and 4th from Hxxx]. The WBF convention card used by N/S was not allowed in this tournament and did not help.

W had assumed N had 3 or 4 ♣s, and so it was in his mind not essential to cash the club at this point. W is not entitled to full redress here. N is known to have 5 ♠s, 5 ♥s, 1 ♦ and 1 ♣, and so cannot have 3 ♣s, but W's play is not wild and gambling, rather careless. For this reason, believing that the correct explanation might have alerted W to the distribution, I allowed an adjustment of 1/3 making and 2/3 table result.

Appeals Committee's decision

In view of the fact that all information was available from the play it was considered that, notwithstanding the difficulty in interpreting the card, declarer had misplayed the hand and consequently the contract should be one off. Table result restored.

L&E comment:

By English standards, whereby redress is only denied for wild and gambling actions with an element of a double shot, it might be considered somewhat harsh to have denied W redress.

The TD should have recorded the auction, as this might have assisted in evaluating the state of W's knowledge and his actions in the play.

8.6 03.87

Dealer W
Game all

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

Bidding:	West	North	East	South
	2♠ ^A	Pass	2NT	Pass
	4♠	Pass	Pass	Pass

Result: 4♠ +1 N/S -650

Tournament Director's statement of facts & ruling

I was called at the end of the hand. No questions were asked during the auction. At the end of the auction N/S asked and were told that although E/W had played together before E could not remember if they played Acol Twos or Weak Twos (the convention card indicated Acol with a Multi 2♦). E had bid 2NT to keep the auction open. When asked, W said she bid 4♠ because she did not want to stay out of game.

I ruled that the 4♠ bid was based on the unauthorised information from the alert. However E would always go on to game for fear of missing a vulnerable game. She might bid 3NT, but the same number of tricks is available.

W's 2♠ was (intended as) an Acol Two (forcing), but she regarded 2NT as natural and invitational. Lack of bidding from N/S might influence E to conclude that partner had a strong two bid.

I allowed the table result to stand.

Appeals Committee's decision

E/W were an inexperienced pair. E was not sure about the meaning of 2♠, but we feel that she would bid on (possibly 3NT or 4♠) over 3♠ by W.

We considered awarding a weighted ruling, but we felt that (given the standard of the players), E would be bidding. TD's ruling upheld.

3NT and 4♠ both score equivalent.

L&E comment:

It seems clear from W's comments not just that she could have been influenced by the unauthorised information, but that her choice of 4♠ was actually so influenced. W (who knew that 2♠ was, by agreement, an Acol Two) stated that 2NT was natural and invitational. It would have been helpful if the TD had recorded whether this was supported by the convention card.

It is helpful that the Appeals Committee recorded that they had considered and rejected a weighted score, even if their conclusion, that E (who obviously feared that 2♠ was weak) would never pass W's hypothetical 3♠, is surprising.

8.7 03.94

Dealer E
Love all

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

Bidding:	West	North	East	South
			3♦	3♠
	5♦	5♠ ¹	Pass	6♠
	Pass	Pass	Pass	

1 N asked the nature of the 5♦ bid, and was told that it was pre-emptive in nature ("to up the ante"), thought and then bid 5♠.

Result: 6♠ +1 N/S +1010

Tournament Director's statement of facts & ruling

I was called by E/W at the end of the hand and S's raise to 6♠ [was] queried. After consultation I ruled that the 6♠ bid was clearly the probable bid for S, and that the score should stand. Pass does not seem a logical alternative.

S's raise to 6♠ seems automatic even though the hesitation over N's 5♠ bid may be due to weakness rather than to extra values.

I allowed the table result to stand.

Appeals Committee's decision

The Committee decided that Pass is a logical alternative and the hesitation suggested bidding on.

The Committee was unanimous that Pass is a logical alternative. There was a lot of discussion about whether bidding on was suggested by the hesitation, which eventually led to a 2-1 vote in favour of adjusting the score. It was felt that a slow 5♠ bid here is virtually always a slam try.

Score adjusted to 5♠ +2, N/S +510.

L&E comment:

The L&E is on record as concluding that in many situations a slow bid is more likely to suggest extra values than that the bid is a stretch. However, the L&E doubts that this is a valid conclusion of general application when a player is under pressure at a high level. Accordingly, although the TD's conclusion that Pass was not a logical alternative does not seem right, it would not have been surprising if the score had been allowed to stand on the basis that the successful action was not suggested by the unauthorised information.

The L&E has also minuted that a that a short hesitation immediately following an unexpected bid by an opponent should not necessarily be considered to be a departure from normal tempo or to transmit significant unauthorised information. It confirms that a "bounce" in response to a pre-empt should not be regarded as unexpected.

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

9. Date of next meeting

Wednesday 22nd October at 1 pm at the Imperial Hotel.

10. Any other business

None.