



**MINUTES OF THE MEETING OF THE EBU LAWS & ETHICS COMMITTEE
HELD AT 40 BERNARD STREET, LONDON WC1
ON WEDNESDAY 13TH APRIL 2005**

Present:	Richard Fleet	Chairman
	Steve Barnfield	
	Max Bavin	Chief Tournament Director
	David Burn	
	Jeremy Dhondy	
	David Stevenson	
	Gerard Faulkner	Vice-President
	Nick Doe	Secretary

1. Apologies for Absence	Grattan Endicott	Vice-President
	David Martin	
	Philip Mason	EBU Vice-Chairman
	Martin Pool	Committee Chairman
	Denis Robson	EBU Chairman

In Mr Pool's absence on medical grounds, Mr Fleet as L&E Vice-Chairman took the chair for the meeting.

2. Minutes of the previous meeting (26th January)

2.1 Accuracy

Mr Stevenson said that the minutes gave a misleading impression of something that he had said. The second sentence of item 3.2 should in fact read:-

Mr Stevenson indicated that *under* the revised format he proposed to adopt, where all the provisions relating to a particular class of call were presented in the same place, *the inclusion of Level 3 provisions would not take up much additional space.*

This change was agreed. With this amendment, the minutes were agreed to be a true record and signed by Mr Fleet as Chairman of the meeting.

2.2 Matters arising

2.2.1 Articles for English Bridge (item 2.2.2)

Mr Stevenson wished to comment on the minute, which related to a discussion which had taken place before his arrival. He was quite prepared to accept that one of the articles he had written may have been too light-hearted, but he wished to remind the L&E that it had previously approved the idea of a degree of light-heartedness on the basis that "dry-as-dust" articles on technical matters were ignored by large numbers of readers.

He also wished to comment on the suggestion that one of the articles might be published via Mr Dhondy's column. Mr Stevenson thought that it was better to maintain a distinction between official pronouncements on behalf of the L&E and a column which had never had any official status. This would mean that occasional errors in the column would be less important.

It was decided to deal with the related item 5.1 at this point in the meeting. The L&E noted that the Editor of *English Bridge* had published a letter critical of the announcement of the *Orange Book* changes which had come into force on 1st April. Mr Doe passed on a message from Mr Pool that he had been in touch with the Editor, and requested space in the following issue for a response, which the Editor was happy to provide.

The L&E noted that Mr Dhondy is a member of the Editorial Board, but does not regard himself as in any way speaking on behalf of the L&E on the Editorial Board. He confirmed his understanding that the Editor was under instructions to publish such things as details of *Orange Book* changes in the form decided by the L&E. Although this year's announcement had taken the form of a summary rather than the verbatim text of the changes, it was still regarded as indigestible.

The L&E considered the possibility of publishing in *English Bridge* an announcement that changes were being made, without details of the actual changes, but with a statement of where the detailed information could be obtained (i.e. on the website or on request from Aylesbury). Although this was a course which had been adopted by other Committees in respect of announcements which were perceived to be of minority interest, the L&E thought that there was a danger that it would be failing in its duty to communicate changes to members, particularly if the changes included the withdrawal of authorisation to play something.

The L&E noted that it had received requests from various quarters for an explanation of the new announcements regime to be made available. It was in favour of addressing the criticisms of the indigestibility of official L&E publications in *English Bridge* by including more explanation, but this would undoubtedly require more space.

It was agreed that continuing liaison between the L&E and the Editor and Editorial Board was desirable, so that the latter had as much notice as possible of what the L&E's wished to publish. The L&E stressed that it wanted this to be as constructive as possible, and in particular that suggestions about the presentation of official L&E material were welcome. It was agreed that Mr Stevenson and Mr Doe would liaise to produce a timetable to assist the Editor.

2.2.2 *White Book – Index (item 2.2.3)*

Mr Doe confirmed that he had made some progress, and Mrs Gudge had offered to assist.

2.2.3 *Correspondence with players – 04.55 and 04.66 (item 4.1)*

The L&E noted that a search of the records had brought to light no further relevant incidents, so the papers had been put to file.

2.2.4 *Reports from Tournament Directors – 04.66 (item 6.4)*

The L&E noted that no response had yet been received and agreed that the players should be given one further opportunity to comment.

Any other matters arising not featuring elsewhere on the Agenda

2.2.5 *Reports from Tournament Directors – 04.63 (item 6.3)*

The L&E noted that there had been no response, not that any had specifically been called for.

2A. *Appeal to the National Authority*

[additional item]

The L&E considered an appeal to the National Authority from the Swiss Teams event at the Easter Festival in London.

The L&E concluded that the appeal did not involve any matter of principle, error of direction, or error in the application of Law or Regulation, nor was there any question of the judgment of the

Appeals Committee having been grossly inappropriate. The appeal was therefore rejected and the deposit forfeited.

3. Disciplinary matters

3.1 Procedures

The L&E noted that the new Disciplinary Rules provide that its first step on receipt of a complaint is to consider whether the matter falls within the Rules and whether further action is warranted. Although the Rules contain powers of delegation, it seemed that such decisions should, strictly speaking, be made at an L&E meeting. As Chairman, however, Mr Pool had assumed that the L&E would wish as much progress as practicable to be made between meetings, along the lines of the procedures previously adopted when the L&E as a whole was responsible for investigating complaints, before the temporary Panel system was introduced. He had therefore proposed the following procedure:-

- On receipt of a complaint the Secretary informs the Chairman.
- If the Chairman considers further action to be warranted (or potentially warranted), having consulted as he thinks appropriate, then he will normally instruct the Secretary to write to the member complained of for comments, and may possibly direct other evidence-gathering steps, without waiting for a meeting (unless, perhaps, one is imminent).
- If he considers further action not to be warranted (having consulted, as before), the matter is presented to the next meeting for a formal decision, without taking any further steps in the meantime.

The L&E agreed that the proposed procedure made good practical sense, and agreed to adopt it.

3.2 Complaint from a WBU event (“Orange”)

The L&E noted that little further evidence had come to light, and what there was tended to suggest that nothing untoward was taking place. It decided that no further action was appropriate, and the papers would be put to file.

3.3 Complaint from an EBU event (“Pear”)

The L&E noted that no response had been received from the players. It decided to refer to the Tournament Committee the possibility of denying to the players concerned the usual benefits of reciprocity (i.e. the right of members of other NBOs to play in the majority of EBU events without becoming members of the EBU). The attention of the Tournament Committee would be drawn to the possibility of writing in the players’ native language rather than in English.

3.4 Complaint about a circular to clubs (“Raspberry”)

The L&E considered correspondence and noted that the member complained of had apologised for the language used. So long as that apology was extended to the complainants, it was minded not to pursue the matter.

3.5 Complaint about a club (“Strawberry”)

The L&E considered a complaint which lacked any detail of what was alleged, and noted that no response had been received to a request for the complainant to provide further particulars. It agreed that no further action was warranted in the absence of more information.

3.6 Request for assistance from a County Association

[additional item]

The L&E considered a letter from the Chairman of the Conduct Committee of a County Association enquiring as to whether it was appropriate to refer a matter to the L&E. The reason was not the intrinsic seriousness of the matter, but the fact that the member complained of had transferred her membership to another County. Accordingly the first County did not have any effective sanctions available to it should the allegations be proved. It was decided that it was appropriate for the L&E to deal with the matter in the event that the County formally referred it.

3.7 Complaint from a club event (“Tayberry”)

[additional item]

The L&E considered correspondence and decided to write to the complainant to say that in its opinion she had not been accused of cheating.

4. Technical matters

4.1 Split rulings

The L&E considered its policy in situations where misinformation comes to light but the TD is not called at the proper time, so that the option to rewind the auction under Law 21B1 is lost. The L&E is on record as approving a refusal on the part of the TD to adjust the score on the basis of some different action by the non-offending side at a particular point in the auction, if the TD could have rewound the auction to that point had he been called in time.

At a recent event Mr Stevenson (as TD) had concluded that this gave the offending side a windfall from their infraction and had therefore awarded a split score, adjusting the score for the offending side but not the non-offending side. At the last meeting it had been agreed to schedule a discussion of whether the L&E’s policy should be changed.

The L&E noted that there is a widespread lack of understanding amongst players concerning TDs’ powers in misinformation situations, particularly if the possibility arises the final pass of the auction being changed, so that an auction which appears to be over may actually continue. However, the L&E was in some doubt as to the legal basis of score adjustment in this area, and decided to defer the discussion to the next meeting, when the full implications of the wording of Law 21 would be examined.

4.2 Law 12C2 rulings – consequent and subsequent damage

The L&E considered a proposal from Mr Fleet to change its policy in cases where there is an infraction, but subsequent actions by the non-offenders affect the assessment of whether damage was caused by the infraction. The L&E noted that this is an area in which the EBU does not follow the WBF Code of Practice. The L&E policy is that the score of the offending side is adjusted, but the score of the non-offending side is not adjusted if they have taken wild or gambling action after the infraction. The WBF policy is that the score is adjusted for both sides, but the adjustment is restricted by a disallowance of any element of self-inflicted damage by the non-offending side.

After a short discussion, the proposal was withdrawn.

4.3 Unauthorised information from withdrawn calls

The L&E considered a minute of the WBF Laws Committee which sought to clarify whether information from a withdrawn call is unauthorised for the offending side notwithstanding that no call is substituted for the withdrawn call (as in the case of a call out of rotation which is not accepted). The L&E did not find the wording of the WBFCLC minute clear, but noted Mr Bavin’s explanation and accepted the WBF’s conclusion that the information is unauthorised.

5. Orange Book changes

5.1 Changes coming into force on 1st April – publication in English Bridge

[Minuted at item 2.2.1 above]

5.2 Matters requiring an L&E decision – alerting and announcements

Alerting

The L&E considered some proposals from Mr Stevenson.

A. Bids of opponents' suits

Mr Stevenson had suggested that bids with an artificial meaning in suits shown by the opponents should no longer require an alert. The L&E decided to defer consideration of this idea and invited Mr Stevenson to submit a more detailed proposal.

B. 2♦ response to Stayman

The L&E decided that a 2♦ response to an announceable 2♣ Stayman enquiry should not require an alert.

(Note – this decision is restricted to announceable 2♣ Stayman enquiries: for example, a 2♦ response to an alertable 2♣ Stayman enquiry, such as over a 1NT overcall, and a 3♦ response to a 3♣ Stayman enquiry, will continue to require an alert).

C. Walsh style responses to 1♣

The L&E was content to retain the existing alerting treatment whereby an otherwise natural 1♦ response to 1♣ which denies a major unless strong (typically game-forcing) does not require an alert, but a 1♥/1♠ response to 1♣ which may be made on a 4-card suit, concealing longer ♦s, is alertable (as having a potentially unexpected meaning).

D. Rescue sequences when 1NT is doubled

The L&E considered possible changes to the existing alerting treatment whereby a 2♣ response after partner has opened 1NT and RHO has doubled is not alertable if it is “an attempt to find either a fit in ♣s or some other suit if 2♣ is doubled”, but is alertable if it is “the first move in an agreed rescue manoeuvre”. Despite some evidence of problems, the L&E thought that the treatment had worked well for many years and was content to retain it.

Announcements

The L&E also considered the detailed wording of announcements in two areas where the detail had not been finalised. In both cases it was decided to prescribe preferred wording, without any suggestion that variants would be subject to penalty (although consistency would be encouraged).

E. Red suit transfers

Opener says “hearts” or “spades” as appropriate.

F. Natural two level openings

Responder says whichever of the following applies:-

- “strong forcing”
- “strong not forcing”
- “intermediate”
- “weak”

5.3 Matters requiring an L&E decision – permitted methods

A. Strong openings

Mr Stevenson had asked for the question of the minimum strength of strong openings to be re-visited. The L&E agreed that the definition of strong opening should be changed from Rule of 23 to Rule of 25, and that the expression “non-strong opening” should not be used in the new *Orange Book*.

(Note – this does not affect the earlier decisions as to the minimum strength for specific openings such as a “strong” 1♣ opening (16+ HCP)).

B. Multi 2♦

Mr Stevenson raised a suggestion that there was little logic in not allowing at Level 3 a Multi whose only weak option was a weak two in ♠s, given that a Multi whose only weak option was a weak two

in ♥s was now allowed. A proposal by Mr Burn, seconded by Mr Stevenson, to permit such a “♠s only” Multi at Level 3 was defeated by two votes to one.

5.4 Matters requiring and L&E decision – other regulations

A. Convention card design

The L&E noted some suggestions made by Mr Fleet for changes to the EBU 20A card. It was agreed that Mr Doe would produce a draft incorporating the suggestions, for further consideration.

The L&E noted a suggestion that the EBU 20 card is currently little used, and that the ACBL convention card, which has a large number of tick boxes, is well-regarded by players who do not play complex or unusual methods. It agreed that it was worth considering the replacement of the EBU 20 card by a simple card in the style of the ACBL card. It was agreed that Mr Stevenson would design a first draft for further consideration.

B. Classification of psyches

Following some suggestions by Mr Fleet it was agreed to make some amendments to the section on fielding. The introductory paragraph should now read:-

The actions of the psycher's partner following a psyche – and, possibly, further actions by the psycher himself – may provide evidence of an unauthorised – and therefore illegal – understanding. If so, then the partnership is said to have "fielded" the psyche. The TD will judge actions objectively by the standards of a player's peers: that is to say intent will not be taken into account.

The paragraph on Amber psyches would be simplified to read:-

A TD may find that, whilst there is some evidence of an unauthorised understanding, it is not sufficient, of itself, to deserve an adjusted score. This is classified as an Amber psyche. In particular, if both partners psyche on the same hand, then a classification of at least Amber is likely to be justified.

C. Illegal psyches

Mr Fleet had asked the L&E to examine the legality and justification for banning certain psyches and not others. The L&E was satisfied that it is legal to ban psyches of conventional bids, as the WBF has indicated that this is within the scope of the regulating authority's power to regulate conventions.

Following a discussion, a proposal by Mr Stevenson, seconded by Mr Dhondy, that the rule banning the psyching of a game-forcing or nearly game-forcing artificial opening should be abandoned, was approved nem con.

It was agreed that the rule banning the psyching of a Multi in a Level 3 event should remain in force, as this had been part of the basis on which the somewhat anomalous retention of the Multi at Level 3 had been settled some years ago.

5.5 Any other issues including timetable

The L&E noted that in his draft Mr Stevenson had suggested a period of grace of two years before rigorous compliance with the new alerting and announcing regulations could be expected. It was suggested that this period was too long. The L&E was content not to specify a fixed period of grace, but to allow some flexibility according to the degree of experience of the players.

Mr Stevenson asked whether it would be helpful if he produced a second draft of the new *Orange Book* prior to the next meeting. It was agreed that this would be useful. To that end, comments on the first draft were requested, via Mr Doe, **by 20th May**.

[Secretary's note – a copy of the updated cumulative record of Orange Book decisions is attached as Appendix A to these minutes].

6. Reports from Tournament Directors

6.1 04.29

The L&E considered a report of a misbid from a One-day Joint Venture event. It noted that the TD had considered the section on the frequency of such occurrences to be inapplicable in the case of a misbid as opposed to a psyche. The L&E considered that the part of the form headed "To be completed by the psyching pair" is just as important for misbids and deviations as it is for psyches, since whether they are fielded depends to an extent on the possible history of the pair. Mr Doe was asked to arrange for the slight change to the form necessary to make this clear.

6.2 04.94

The L&E did not consider that a player who had been disciplined for an offence which involved an element of dishonesty was an appropriate person to serve on an Appeals Committee at EBU events.

6.3 04.96

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

Dealer S
Game all

North

♠ Q J 3
♥ Q 5 3
♦ A K 10 8 3
♣ 8 5

West

♠ K 10 8 4
♥ K
♦ Q J 7 5 4
♣ 9 4 2

East

♠ A 9 6 5
♥ A 10 7 4
♦ 9 6
♣ A Q 7

South

♠ 7 2
♥ J 9 8 6 2
♦ 2
♣ K J 10 6 3

Bidding:	West	North	East	South
	Pass	1♠ ^{A1}	Pass	Pass
	Pass	Pass	Pass	2♥

1 Canapé

6.4 04.101Dealer E
E/W vul**North**♠ K 10 8 6 2
♥ 2
♦ K Q 7 2
♣ A 6 3**West**♠ 9 7 3
♥ 6 5
♦ J 9 6
♣ K Q J 5 4**East**♠ A J 4
♥ K 10 9 8 4
♦ 10 5 4
♣ 9 2**South**♠ Q 5
♥ A Q J 7 3
♦ A 8 3
♣ 10 8 7

Bidding:	West	North	East	South
			Pass	1♥
	Pass	1♠	Pass	2♥
	Pass	3♣	Pass	3♦
	Pass	3NT	Pass	Pass
	Pass			

Result: 3NT –1 N/S –100***Tournament Director's statement of facts & ruling***

W led ♣K [out of turn]. Director (not me) called and declarer chose to forbid a ♣ lead. I was called at the end – the play had gone ♦10, 3, 6, K; ♥2, 4, J, 5; ♠Q, 3, 2, A. E now switched to the ♣9. Declarer ducked twice and subsequently went off (♣9, 7, J, 3; ♠K, 6, 2, 8; ♣4, A, ♥4, ♣10; ♦2, 4, A, 9; ♥A, 6, 2, 8; ♠5, 7, 10, J; ♥K – one off).

I ruled that E may draw an appropriate inference from declarer's decision to forbid a ♣ lead, and that the ♣ switch is allowed. There is no law that says this is UI.

Appeals Committee's decision*[There was no appeal].****L&E comment:***

This decision is incorrect. Law 16C2 provides that for the offending side, information arising from its own withdrawn action is unauthorised. The ♣K lead out of turn was a play which was withdrawn. The information that W wished to lead a ♣ and the implication from the lead of the ♣K that W had a strong sequence in the suit are both unauthorised. As there appear to have been logical alternatives to the ♣ switch, it should have been disallowed.

6.5 04.104

The L&E considered a request for a refund of a forfeited deposit, and declined it.

6.6 04.107

Dealer N
Love all

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

West
 ♠ 7 6 5 3 2
 ♥ J 8 7
 ♦ Q 10 7
 ♣ K 2

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

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

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

Result: 3NT +1 N/S -430

L&E comment:

The TD should have ascertained whether the 2♣ rebid was forcing in E/W's methods and recorded the information on the form: if played as forcing, the psyche is considerably safer.

6.7 04.109

Dealer N
Game all

North
 ♠ Q 10 6 4 3
 ♥ 10 5
 ♦ Q J 6
 ♣ A 7 4

West
 ♠ A 8 5
 ♥ A 2
 ♦ A K 5 4
 ♣ Q 10 5 2

East
 ♠ K J
 ♥ Q 8 4 3
 ♦ 10 7 2
 ♣ K J 9 6

South
 ♠ 9 7 2
 ♥ K J 9 7 6
 ♦ 9 8 3
 ♣ 8 3

Bidding:	West	North	East	South
		Pass	Pass	1♥
	1NT	Dbl	Pass	2♦
	Pass	Pass	Pass	

Result: 2♦ -5 N/S -500

L&E comment:

E's failure to redouble 1NT or to take any action in the pass-out seat with 10 HCP opposite a 15-17 1NT overall strongly suggests that he is playing partner to have psyched. This would have justified a Red classification had it indeed been W, rather than S, who had psyched. An explanation would be sought.

6.8 04.117

The L&E considered a psyche report from the London Year-End Congress, which had been classified on site as Green, and decided to write to the players to invite comments with a view to reclassifying it as Amber.

6.9 04.119

The L&E considered a psyche report from the Blackpool Year-End Congress, which had been classified on site as Green, and decided to write to the players to invite comments with a view to reclassifying it as Amber.

6.10 04.121

Dealer S
Game all

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

Bidding:	West	North	East	South
	Pass	1♠	3♠ ^{A1}	Pass
	4♥	Pass	Pass	Pass
	Pass	Pass	Pass	4♠

1 Intended as "bid 3NT with a stop". Described as Michaels (♥s and a minor), stronger than 2♠.

Result: 4♠ -4 N/S -400

Tournament Director's statement of facts & ruling

I was contacted by both teams separately after the end of the match. The alert and explanations are agreed by both sides and the facts given by both sides in their statements accord with the conversations we had over the phone. The only additional factual comment I would add is that I asked specifically about N/S's system and what they would open with a 12-13 balanced hand. I was told that with a 4-card Major they would open it.

The only points of contention are whether S was misinformed by the explanation of the 3♠ bid, and whether this affected his subsequent action on the board. It seems clear from the conversation that E/W had no agreement about the meaning of the bid, and W's explanation could therefore have been misleading. I have subsequently advised E/W that with no agreement, it is better to say "no agreement", and not to assume an agreement which had never been discussed.

The remaining question was whether the misinformation had misled S into taking an unsuccessful action. [After consultation my] opinion was that S had made a poorly judged bid in 4♠ and was the architect of his own misfortune. It seemed odd to pass 3♠ initially, and having done so he forced W to bid, so [S's] assertion about a known ♥ fit in the E/W hands would seem to be at best dubious. If one accepts that, then there appears to be no reason why North cannot have a 12-13 balanced hand with only 4 ♠s in which case 4♠ will be about as poor a contract as it was on the actual deal. Additionally, if E did have this big red 2-suiter, S knows that the black suits are going to divide badly, therefore one down might turn out to be two or three down, doubled.

I allowed the score to stand.

Referee's decision

These questions need to be addressed:

- (1) Was there misinformation?
- (2) Would S have acted otherwise in the presence of correct information?
- (3) Was S's action poor enough to break any connection between misinformation and damage?

If the answer to these questions are respectively yes, yes and no, N/S are entitled to redress; otherwise, the table result stands.

The ruling of first instance has established that there was misinformation (W informed S about an agreement that his partnership did not in fact have).

The correct information regarding the partnership method was "no agreement" (not "asking for a stopper"). It is reasonable to assume that had S been given that information, he would not have bid 4♠ (and would almost certainly pass out 4♥).

In order to determine whether S's action was poor enough to break the connection between misinformation and damage, I have contacted a number of expert players and given them the S hand, the auction and the "♥s and a minor, too strong for 2♠" explanation of the 3♠ call. Many have described 4♠ in unflattering terms – "absurd", "criminal" and the like. However, other players for whose judgement I have considerable respect have commented that "it might be the winning action", or marked it as highly as 6/10. I conclude, therefore, that 4♠ is not a sufficiently poor call that S should lose his side's right to redress for having made it.

(Note: I have contacted my fellow members of the Laws and Ethics Committee to help determine whether, in cases of misinformation, redress is denied only when a call is "wild or gambling", not when it is merely very poor. There appears to be a lack of understanding on this point, which should be addressed as soon as practical. It does not affect the ruling in this case, since S is being given redress anyway.)

If S does not bid 4♠, the final contract will be 4♥ by W; this will go four down on normal defence. The score is therefore adjusted to N/S +400.

L&E comment:

The L&E agreed with the Referee's decision to adjust the score. The 4♠ bid was certainly not bad enough to deny redress. However, the referee might have considered a double by S (instead of a pass) to be sufficiently likely to have projected a result on that basis and included an appropriate weighting.

6.11 04.122

The L&E considered a psyche report from the London Year-End Congress, which had been classified on site as Amber, and decided to write to the players to invite comments with a view to reclassifying it as Red.

6.12 05.01

The L&E considered an appeal from a match played privately, in which the Appeals Committee had awarded a weighted adjusted score of 90% of the table result and 10% of another result. The L&E noted that it was unusual to give a weighted score when the largest weighting was as high as 90%, and some discussion ensued, without reaching any conclusion about the issue of any guidance. Mr Bavin was asked to consider the matter further with a view to another discussion at a later date.

6.13 05.07

Dealer E
E/W vul

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

Bidding:	West	North	East	South
	2NT	4♠	Pass	Pass
	Pass	Pass	Dbl	Pass

Result: 4♠^X-1 N/S -100

Tournament Director's statement of facts & ruling

I was called at the end of play. S explained that the initial play was the ♣7 to the A, then W switched to the ♦A, K, and when the second ♦ was ruffed E slammed down the ♦4. N now played a ♠ and on winning with the ♠A W played a ♣, which was ruffed and breaks the contract. W [E?] immediately and at all times insisted that he played the card normally. It was agreed that the statement of E's play of the ♦s was disputed. I asked W for his comments and he said that on [regaining] the lead with the ♠A he had decided a ♣ was a better play than the ♥A.

In the case of disputed facts we tend to rule against the notional offenders. [I] consider that there are logical alternatives to the ♣8 and have ruled that the ♥A to break the contract is the more likely alternative. I adjusted the score to 4♠^X making, N/S +590.

Appeals Committee's decision

We judged that even if there were unauthorised information by the play of the ♦4, W was following the normal line of defence.

The ♥A can only gain if declarer is 8-1-1-3 which means that E has doubled with a 1-5-3-4 shape and led a non-systemic card. We judged that a ♣ was a very normal card at the relevant stage.

Table result restored. The TD to explain why no deposit was taken, [the response to which was: "as TD in charge after a long discussion with a very "offended" E, [I] advised that it was probably best to appeal. Therefore in this situation no deposit taken"].

Appeals Committee's decision

[The] director gave an incorrect ruling. Play should have continued, with N having unauthorised information.

Had play continued it would have been revealed whether N would get [the] right defence. If he had, we would then have to consider the unauthorised information. Before S alerted N to the unauthorised information N clearly imagined W to hold ♠Q, ♦8, ♣K and hence it made no difference what he played. To say that he would have deduced it was right to throw one [card] or another is a nonsense. He thought all [the] tricks were declarer's.

Given that the director had in fact got the ruling wrong, we felt it would be appropriate to be perhaps more generous to the offending side than one might be otherwise. E/W were therefore given 11 tricks. N/S we felt might reasonably argue that 50% of the time [N] would throw a ♠ and 50% a ♣.

We therefore awarded E/W 11 tricks; N/S 50% of 11 tricks and 50% of 10 tricks.

L&E comment:

Whilst the Appeals Committee have clearly addressed the matter thoroughly, it is impossible to comment meaningfully as there is insufficient information. In cases involving claims and concessions (and other problems in the play) it is **essential** that the bidding and earlier play are recorded, so that a judgment can be reached about the players' state of knowledge.

7. Date of next meeting

Wednesday 22nd June at 1.15 pm at 40 Bernard Street.

8. Any other business

None.



RUNNING MASTER RECORD OF LAWS & ETHICS COMMITTEE DECISIONS CONCERNING ORANGE BOOK REVISIONS

This paper is based on the digest of *Orange Book* decisions prepared for Council following the Laws & Ethics Committee meetings in November and December 2004. It has now been adapted to include decisions made at subsequent meetings, to act as a running record of the decisions which have been made to date.

To some extent the decisions are paraphrased in this paper – the actual minutes should be referred to for detailed wording if necessary. However, the wording in the minutes does not imply that the identical wording will necessarily be included in the new *Orange Book*, which will be a matter for the detailed drafting which remains to be done.

Revision 2 – April 2005. This reflects decisions made at the April 2005 L&E meeting, and changes since the previous version are underlined.

SECTION 1 – ALERTING AND ANNOUNCEMENTS

1.1 Announcements

1.1.1 Basic purpose of announcements

- Instead of an alert in the traditional manner, the partner of the person who makes an announceable bid makes a short specified statement about the bidder's hand.
- In effect, announcements are a specialist form of alert.
- Questions can still be asked, as they can about alerted bids.
- Announcements are not intended to provide comprehensive explanations – matters of detail will still be disclosed by means of information on convention cards and the answers to questions.

1.1.2 Scope of announcements – 1NT openings and responses

- natural 1NT openings to be announced by stating the range;
- where a 1NT opening which is in principle natural may be made by agreement on some hands which contain a singleton, the statement “may contain a singleton” to be added to the range announcement;
- Stayman to be announced:-
 - in response to a natural 1NT opening;
 - where there has been no intervention; and
 - where it is used in the traditional manner to ask for a 4-card major; and
- red suit transfers (i.e. ♦s to ♥s and ♥s to ♠s) to be announced by naming the suit shown, i.e. “hearts” or “spades” (the wording is the recommended wording;

variations (e.g. “transfer to hearts” are not subject to penalty but players should be consistent):-

- in response to a natural 1NT opening;
- where there has been no intervention; and
- where the transfer guarantees at least 5 cards in the major suit concerned.

1.1.3 Scope of announcements – 2-level opening bids

- a natural opening bid of two of a suit should be announced by stating the range into which it falls, from the following categories (the wording is the recommended wording; variations are not subject to penalty but players should be consistent):-
- strong and forcing
- strong but not forcing
- intermediate
- weak

(Note – openings which show the suit bid and have distributional constraints relating to other suits, but only promise another suit in certain defined circumstances, are now considered natural. Openings which show the suit bid, but promise another suit, are not natural).

1.2 Basic alerting rules

1.2.1 Passes and bids

You must alert a pass or bid if

- it is not natural; or
- it is natural but has a potentially unexpected meaning.

1.2.2 Doubles

- doubles of natural suit bids – not alertable if for takeout; alertable otherwise;
- doubles of no trump bids – not alertable if for penalties; alertable otherwise;
- doubles of artificial suit bids – not alertable if shows the suit doubled; alertable otherwise.

(Note – for the purposes of the first bullet a form of words is to be devised to include with natural suit bids opening bids of one of a minor suit which are in principle natural, but may be made on fewer than three cards in the suit (i.e. including “short” clubs and Precision diamonds, but not strong clubs or diamonds or “either-or” clubs, none of which are “in principle natural”))

1.2.3 Redoubles

- redoubles which are for business or show general strength, which partner is normally expected to pass if the next hand passes – not alertable;
- other redoubles (notably those partner is expected to take out) – alertable.

1.2.4 Calls above 3NT

In principle no calls above 3NT to be alerted except for:-

- artificial opening bids;
- lead-directing passes; and

- lead-directing doubles and redoubles that ask for the lead of a suit other than the suit doubled.

(Note – doubles of a potential final contract which carry a lead-directing message, such as Lightner doubles, are within the final bullet).

1.3 Alerting rules - Exceptions and Specific instances

1.3.1 Exceptions

The following will not require an alert:-

- fourth suit forcing;
- a 2NT strong enquiry response to a natural weak two opening.
- a 2♦ response to an **announceable** 2♣ Stayman enquiry

1.3.2 Natural openings at the two level

Not alertable because now announceable.

(Note – openings which show the suit bid, but promise another suit, are not natural (and will therefore remain alertable). Openings which show the suit bid and have distributional constraints relating to other suits, but only promise another suit in certain defined circumstances, are now considered natural for alerting/announcing purposes (and will therefore be announceable)).

1.3.3 Potentially short minor-suit openings

Not alertable (because not unexpected) if in principle natural, but may be made on three cards in the suit, but not fewer.

Alertable (because potentially unexpected) if in principle natural, but may be made on fewer than three cards in the suit.

(Note – openings which are not in principle natural, such as strong clubs or diamonds or “either-or” clubs, will remain alertable).

1.3.4 Completion of transfers

Not alertable unless it shows something specific, e.g. shows or specifically denies a particular length in responder’s suit.

1.3.5 Bids of opponents suits

Detailed proposals awaited

1.3.6 Walsh

No change:-

- 1♦ response to 1♣ which denies a major unless strong (typically game-forcing) – not alertable;
- 1♥/1♠ response to 1♣ which may be a 4-card suit, concealing longer diamonds – alertable.

1.3.7 Rescue sequences when 1NT is doubled

No change.

SECTION 2 – PERMITTED METHODS – GENERAL

2.1 Number of Levels

- No Levels 1 or 5;
- Levels 2 and 4 to be published in full in the *Orange Book*, and virtually all EBU events to be played at one of these Levels;
- Level 3 to be included in the *Orange Book*, at least at the drafting stage.

2.2 Detailed provisions for OB 2006 – Level 2

2.2.1 Natural or balanced openings of one of a minor

To clarify the current position, a 1♣ or 1♦ opening which can be played as natural or balanced may alternatively be played as canapé, provided that at least 4 cards are held in the suit.

2.2.2 Opening bids at the two level

The following to be permitted:-

- any two-level opening bid which has only strong options;
- any opening bid of two of a suit which shows a three-suiter including the suit bid, even if it only guarantees 3+ cards in the suit bid.

2.2.3 Defence to 1NT

A double to be permitted to have any meaning which includes a specified suit of at least 3 cards in a three-suited hand, and 4 cards otherwise.

2.3 Detailed provisions for OB 2006 – Level 3

2.3.1 Minimum strength for opening bids at the one level

A lower limit was proposed but not agreed. No change.

2.3.2 Minimum strength for opening bids at the one level in third and fourth positions

A lower limit than that applying in first and second positions was proposed but not agreed. No change.

2.3.2A Natural 1NT openings

- 6-3-3-1 distribution to be added to the distributions permitted to contain a singleton;
- The restriction relating to the rank of the singleton to be removed;
- All remaining restrictions and general provisions to continue in force (except the alerting provision which is superseded by the new announcement provisions).

2.3.3 Strong artificial 1NT openings

The minimum strength to be brought in line with that for a strong artificial openings at the two level.

2.3.4 “Either-or” 1♣ openings

A proposal to permit these at Level 3 was not agreed. No change.

2.3.5 Responses to opening bids, overcalls and doubles

Any response to be permitted to any opening bid, overcall or double, subject to strengthening of the general prohibition on conventions designed to deceive opponents intentionally as to the length or strength of a suit and/or the strength of a hand.

2.3.6 Opening bids at the two level

The following to be permitted:-

- a Multi 2♦ which has ♥s as its only non-strong option (a “♠s only” option was rejected);
- a 2♣ or 2♦ opening to show both majors with a minimum length of 4/4.

2.3.7 Canapé overcalls

Canapé overcalls to be permitted, provided that the suit bid is of 4+ cards.

2.3.8 Transfer overcalls

Any overcall to be permitted that shows at least 4 cards in a specified suit, subject to the existing strength requirements.

2.3.9 Defence to 1NT

Any defence to be permitted.

2.4 Detailed provisions for OB 2006 – Level 4

2.4.1 Artificial (but not strong) 1NT openings

Any 1NT opening to be permitted which shows at least 4 cards in a specified suit, minimum strength of Rule of 18.

(Note – this introduces a blanket permission in place of the small number of openings of this type currently specifically permitted).

2.4.2 “Either-or” 1♣ openings

The minimum strength for the strong option to be brought in line with that for a strong 1♣ opening, namely 16 HCP.

2.4.3 Opening bids at the two level

The rules to be simplified to permit any opening bid which satisfies one of the following conditions:-

- all the non-strong options include the same specified suit of at least 4 cards; or
- all the non-strong options have a specification which does not include holding 4+ cards in the suit bid.

2.4.4 Transfer overcalls

Any overcall to be permitted that shows at least 4 cards in a specified suit, subject to the strength requirements previously only applicable at Level 3.

2.4.5 Opening bids of one of a suit

Any opening to be permitted that shows at least 4 cards in a specified suit, subject to the normal minimum strength requirements.

2.5 Miscellaneous

2.5.1 Two different systems at different conditions (i.e. position and/or vulnerability)

Two examples of things which are not considered within the prohibition:-

- playing 4-card major openings at some conditions and 5-card majors at others;
- varying the meanings of two-level openings according to position or vulnerability.

2.5.2 Treatment of Multi 2♦ at Level 3

The following is a treatment, currently not permitted, but in principle not objectionable, and to be allowed from OB 2006:-

- an agreement to open a Multi with a weak hand with a 5+ card major, but not on a balanced hand with only a 5-card suit, i.e. if the main suit is only of 5 cards, the hand will also contain a side suit of 4+ cards.

The following is not a treatment and is currently permitted:-

- an agreement to vary the strength and/or suit length for the weak two element of a Multi according to position and/or vulnerability.

2.5.3 Strong openings

Clarification needed concerning agreements that ostensibly strong openings may be made with fewer than the specified values.

Regulation of the minimum strength of strong artificial openings at the one level to remain in terms of HCP rather than “Rule of X”.

2.6 Definitions

2.6.1 Strong openings

The minimum strength for an opening to be defined as strong to be Rule of 25, rather than Rule of 23.

The use of the expression “non-strong opening” to be discontinued.

SECTION 3 – OTHER REGULATIONS

3.1 Convention card design

3.1.1 EBU 20

Consideration to be given to its replacement by an ACBL-style card with tick boxes.

3.1.2 EBU 20A

Consideration to be given to amendments arising out of new regime for announcements.

3.2 Psyches

3.2.1 Classification

Minor amendments to the regulations to improve clarity

3.2.2 Illegal psyches

The ban on psyching game-forcing or nearly game-forcing artificial openings to be removed

The ban on psyching a Multi in a Level 3 event to remain.

Note – the remaining sections of the original Council paper are not required in this record of decisions to date on the Orange Book 2006. Details of the changes coming into force on 1st April 2005 (which comprised section 3 of the Council paper) can be found by referring to the original Council paper, or to the new cumulative update booklet.