



**MINUTES OF THE MEETING OF THE EBU LAWS & ETHICS COMMITTEE  
HELD AT BAKER TILLY OFFICES, RUSSELL SQUARE, LONDON  
ON WEDNESDAY 26 JANUARY 2011**

<b>Present:</b>	Jeremy Dhondy (JD)	Chairman and Elected Member
	Mike Amos (MA)	Elected Member
	Max Bavin (MB)	Chief Tournament Director
	David Burn (DB)	Co-opted
	Barry Capal (BC)	EBU General Manager
	Frances Hinden (FH)	Vice Chairman and Elected Member
	Neil Morley (NM)	Elected Member
	Martin Pool (MP)	Elected Member
	Tim Rees (TR)	Elected Member
	Grattan Endicott (GE)	Vice-President
	Gerard Faulkner (GF)	Vice-President
	Gordon Rainsford (GR)	Co-opted. Asst Chief TD elect
	John Pain (JP)	Secretary

**1A Welcome**

JD welcomed Tim Rees to his first meeting.

<b>1B. Apologies for Absence</b>	Sally Bugden (SB)	EBU Chairman
	Andrew Petrie (AP)	EBU Vice Chairman
	David Stevenson (DS)	Elected Member

**2A**

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

The minutes of the meeting of November 3<sup>rd</sup> 2010 were approved and signed. There were no matters of accuracy.

**2.3 Matters arising**

**2.3.1/3/4 Suspended members in the Pay to Play era and other disciplinary matters**

JD reported that the Board had discussed the matter and were waiting to hear back from the EBU Honorary Counsel.

1. EBU members wishing to play in affiliated club where either they are not members or they had been banned by the club.

The Board had come to the following conclusions, that for the season starting in August 2011:

- a) If the club was being *hired* by the County or by the EBU for a competition or a semifinal or final then the all qualifiers or entrants are allowed to play. E.g. Portland Pairs. This would include circumstances where the hire charge was zero.
- b) Where the club is organising a heat of a county competition or a heat of the National Pairs then the Board directs that these events are club events and therefore the club can decide who they will allow to play. It would be for the club to decide whether banned members were permitted in such cases and clubs would be within their rights to refuse admission, even where notice had been given prior to the event.

There was some concern that clubs might use this regulation to restrict non club members who they thought were simply 'too good' and might take all the qualifying places. Several members gave examples of where this had happened and in at least one case the club had then decided not to hold the heat subsequently.

The Committee considered that it would be desirable if the words 'for cause' were included in the guidance from the EBU.

- c) The possible restrictions should be stated clearly in any conditions of contest; in the information provided about the National Pairs and in any County information provided for the competitions.

MB agreed to produce revised regulations for the National Pairs to take effect from the new season. Counties are encouraged to have clear regulations covering their events.

**ACTION:MB**

The Board had confirmed that the suggestion to take verbatim transcripts would not be implemented. AP had reported that they are not taken in magistrate's courts or in industrial tribunals and the Board had agreed not to implement them for disciplinary hearings nor disciplinary appeals. GF asked that Hon. Counsel was consulted by the board about this

The Board had proposed that there should be a deposit of £500 for an Appeal following a Disciplinary Hearing, refundable if the Appeal Committee considered that the appeal was not frivolous. This would require a bye-law change. Some members of the committee thought the figure too high and might deter those who could not afford it. It looked as if justice was offered to the rich and denied to the poor. The proposal would be considered by Shareholders.

JD outlined other bye-laws change proposals of possible interest to the committee to go before the Shareholders:

- a) In 2007 the Board had decided that Disciplinary Hearings would be held in public unless the defendant was under 18 years of age and some hearings since then have had observers. This change would be made to the bye-laws. In answer to a question it was confirmed that the time and date of Disciplinary Hearings was not publicised but members who asked would be given truthful answers. Rooms are not booked on the expectation that large numbers of observers will be present.
- b) The date by which members' subscriptions had to be paid (where such subscriptions are due) would be changed from August 1<sup>st</sup> to June 30<sup>th</sup>. There are about 2300 Direct members who still pay by subscription rather than Pay to Play. This allows an earlier cut off date for reviewing the list of who gets the magazine.

- c) The Disciplinary Panel currently has an upper limit of 10 players members. The proposal is to remove the upper limit. It had sometimes been difficult to obtain a Disciplinary Committee from the Panel given the upper limit constraint.

### 2.3.2 *Best Behaviour at Bridge – schedule of misdemeanours*

FH was working on the proposals and discussion was held over to the next meeting.

**ACTION: FH**

### 2.3.5 *Appeals procedures in matches played privately*

MB acknowledged that the present arrangements needed reconsideration. Our regulations seemed to suggest that, unless new facts became evident later, players had to indicate their desire for a ruling at the time of the alleged infraction and to confirm the request before leaving the table to go and score up. The main concern was the 'time limit' for asking for rulings and lodging an appeal. It was acknowledged that in many matches played privately the 'away' team is usually in a hurry to leave and problems had arisen after they had left.

GE reminded the committee that the Captain of a team should always be able to ask for a ruling once the team assembled to score up, even if no request for a ruling had been made at the time.

FH also asked that if the regulations are being reviewed, the rules for selecting a venue should also be updated to allow the away captain to refuse a proposed venue for good reason.

MB was asked to bring forward suggested proposals for the next meeting

**ACTION: MB**

MB also asked for the Committee's views on two other matters involving eligibility:

- a) What was the status of a member, properly entered by a club for the NICKO, but who was subsequently banned by the club, while the club was still in the competition. Was it up to the club whether he still played?
- b) What was the status of a competitor who was properly entered for a university team in the Portland Bowl but was later sent down by the university. Could he still play for the team or should the University be consulted?

He would bring forward suggestions for the next meeting

**ACTION: MB**

### 2.3.6 *Changes to the Referees Panel*

Three new members had accepted invitations to join – Clive Owen, David Gold and Jonathan Mestel. Mike Swanson had retired from the active panel of TDs but was proposed as a new member of the referees panel. It was agreed to approach him with a view to adding him.

**ACTION: JP**

### 2.3.7 *Action on publishing the OB and WB*

The secretary reported that early indications were that it was not cost effective to have a limited print run. However the committee was extremely grateful to NM who offered to make a limited number of A5 copies of both the WB and OB for panel TDs and Referees. NM would charge £10 for the WB and £5 for the OB.

**Action:NM**

## 2B Technical matters left over from the previous meeting

### a) alerting regulations for doubles (item 5.3 from 3/11/10)

The committee considered a paper by Jeffrey Allerton (Appendix A) in which he highlighted several areas where it was not clear whether a double should alerted or not – in particular preference bids, pass or correct bids (e.g. 2♦ (Multi) – pass – 2♥) and completion of transfer bids.

Some members felt that pass or correct bids were not always clear whereas preference or completion of a transfer was obvious. Other disagreed particularly where less experienced players were involved. One member said he did not understand the OB wording where it talked about a double 'showing the suit'. What did 'show a suit' actually mean?

JD reported findings from the EBU online questionnaire that showed 41% wanted no change in the alerting of doubles; 40% wanting only 'unusual doubles' alerted. 7% wanted no alerting of doubles.

Following discussion, it was agreed to make the following changes to take effect from the August 2011 revision which it was hoped would assist members:

- 1) In OB5E2a and 5E2d the word 'show' would be defined as follows  
'it either shows length in the suit or willingness, in the context of the auction, to play in the suit.
- 2) OB5E1(b) would be amended to include doubles and redoubles
- 3) OB 5E4(c) needs rewriting

### b) New facts at an appeal hearing (item 5.5 from 3/11/10)

It was necessary to distinguish between the situation where some additional facts were presented at an appeal and where a completely new case emerged. In the first case, where additional facts were presented this was unlikely to constitute a 'new case' and would be dealt with by the Appeal Committee during the normal course of the appeal.

However if substantial new information came to light which might have led to different considerations by the TD then the Appeal Committee could opt for one of two solutions. They could

- a) ask the TD to go away, reconsider the problem and come back with his ruling. If that ruling was appealed the appeal could continue.
- b) The Appeals Committee itself could hear the new facts, making it clear that they were now giving a ruling of first instance, which could then be appealed to a second committee should the need arise.

It was acknowledged that this might lead to difficulties should this happen at the end of an event, where one side might have left or where it was difficult/impossible to find additional Appeal Committee members and that the process might have to be delayed. Consideration of such cases would be subject to the normal rules regarding protest time i.e. they might well be ruled to be 'out of time'.

*(Examples of situations that might fall into the 'completely new case' category:*

- a) *A case might involve an irregularity during the auction, but the committee were curious to know how the contract was made. If it transpired that there had been a revoke (hitherto un-noticed) during the play, then this would be a completely new case altogether.*

- b) Or if during the appeal one side or the other made reference to an irregularity which had taken place on a completely different board during the match (but for which no ruling had been sought at the time), then this too would be a completely new case.)

**c) Weak 2s in 3<sup>rd</sup> seat where the range was 0-12**

It was confirmed that playing very wide ranges for weak 2s was permitted. It was acceptable to say 'weak and wide range'. The committee did not wish to alter the method of announcing by changing to stating the point range.

**d) OB11G3(b) – 'spades and a minor'. Did that constitute one meaning or two meanings.**

The committee confirmed that the intention of the wording was that 'spades and a minor' was one meaning within the context of the regulation. This also applied in other situations where it arose in the OB.

**e) OB11L3. use of the word 'strong' when defining South African Texas 4♣ and 4♦.**

The committee agreed to change 'strong' to 'good' in the definition to avoid any possible confusion with the definition of 'strong'.

**3 Appeals to the National Authority**

None this time

**4 Disciplinary Cases**

**4.1 Wroxall**

The secretary reported that the matter was ongoing and that the Club had not completed its own procedures. Consequently the Laws and Ethics committee would take no action at this stage.

**4.2 Yarmouth**

The member had been written to. Following a phone call to the Secretary the matter was closed and the papers put to file.

**4.3 Abba**

The secretary reported that the hearing would be held in April in London.

**4.4 Beatles**

A complaint from a member had been referred back to the club where the incident arose. The Club Committee had taken a course of action and no further action by the L&E was required at this time.

**4.5 Dispute at a club**

A complaint from a member had been referred back to the club where the incident arose. A report from the club chairman suggested the matter had been concluded to everyone's satisfaction. The Committee closed the case and the papers were put to file.

**4.6 Complaint from an unlicensed invitation event**

A complaint had been received following a dispute between two EBU members at an unlicensed invitation event. The organisers of the event were asked to take appropriate action in the first instance.

**4.7 Chicago**

A complaint had been received from a member over his treatment in a heat of the National Pairs. The secretary was asked to write to the club concerned for their side of the story.

## 5 Technical Matters

### 5.1 Appeals Booklets

The committee discussed the production of Appeals Booklets. The TD members of the committee considered them to be an asset and should be continued although it was acknowledged that there was a backlog. NM offered to do the basic work of typing up the hands from the forms and FH offered to provide a template for use by the network of commentators. The committee was grateful for their offers. The present arrangement would be terminated. JD would write and explain matters to the current compiler

**ACTION: JD/FH/NM**

### 5.2 Feedback on the EBU questionnaire

JD reported that most responders had regarded the L&E section of the website as of high or medium importance.

### 5.3 Appeals from the Premier League

FH pointed out that several methods had been used at the recent Premier League – an attendant referee, a committee from the 2<sup>nd</sup> division for a 1<sup>st</sup> division appeal and a joint committee of 1<sup>st</sup> and 2<sup>nd</sup> division members for a 1<sup>st</sup> division appeal. In this case, however, the 1<sup>st</sup> division members were drawn from a team no longer in contention. The secretary was asked to communicate with the Chairman of the Selection Committee to ascertain her preference for the next season.

**ACTION: JP**

### 5.4 1NT openings by one member of the partnership but not the other

Correspondence had been received from a member where one member of the partnership wanted to open 1NT on any permitted distribution, whereas the other partner would only open on 4333 or 4432 shape. There was discussion on whether this constituted a matter of style or was, in fact two different systems. Max said that there was a dividing line between style and system and possibly this was sufficiently extreme to have crossed that line.

*(reference OB 4D5 The two members of a partnership may play a different style from each other, for example while opening pre-empts one player may take more liberties with suit quality than the other. Such differences in style should be explained in answer to a question, and, where suitable, disclosed on the convention card.)*

The committee was asked to consider whether

- a) it was the same system – just a matter of style (2 votes)
- b) it was an extreme position that had crossed the line and was 2 systems (4 votes)

so it was classified as being two systems. The secretary would write to the member advising him of the position.

**ACTION: JP**

### 5.5 System cards – minimum font size

The committee was asked to consider whether it wished to specify a minimum font size for printed convention cards. It did not wish to do so.

### 5.6 Screen regulation infringements

A problem has arisen at the recent Women's Trials, where, despite being told and it being in the conditions of contest, questions and answers behind the screen were made verbally instead of in writing. A particular problem has arisen when the words 'Michaels' and 'minors' had been confused.

MB confirmed that at international level fines were not imposed for this type of infringement and, in effect, the players had made their own arrangements. If something went wrong they only had

themselves to blame. If the questioner accepted a verbal answer and either misheard or misunderstood then it was their own misunderstanding (Law 21A).

It was recommended that

- a) the requirement to use only written communication when screens are in use and
- b) the existing advice to describe agreements (rather than using their names)

both be highlighted in Tournament Focus.

## 6. Applications for new permitted methods

None this time

## 7. Reports from Tournament Directors

### 10.045 – Brighton Summer Meeting Swiss Pairs

<p>♠ QJ8 ♥ QJ10643 ♦ AK6 ♣ 4</p> <p>♠ K1053      ♠ A6 ♥ K7            ♥ A85 ♦ J74            ♦ Q102 ♣ AKQ10      ♣ J9873</p> <p>♠ 9742 ♥ 92 ♦ 9853 ♣ 652</p>	<p>Board 15 : Dealer South : NS vulnerable</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><i>West</i></th> <th style="text-align: left;"><i>North</i></th> <th style="text-align: left;"><i>East</i></th> <th style="text-align: left;"><i>South</i></th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td>Pass</td> </tr> <tr> <td>1♣(1)</td> <td>1♥</td> <td>2♣</td> <td>Pass</td> </tr> <tr> <td>Pass</td> <td>Dbl</td> <td>2♥</td> <td>Pass</td> </tr> <tr> <td>2NT</td> <td>Pass</td> <td>3NT</td> <td>All Pass</td> </tr> <tr> <td>(1)</td> <td colspan="3">May be short as 2</td> </tr> <tr> <td colspan="4">Table result: 3NT + 2 by W (=460) after a heart lead</td> </tr> <tr> <td colspan="4">TD assigned result: 80% of NS -150, 20% of NS -460</td> </tr> </tbody> </table>	<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>				Pass	1♣(1)	1♥	2♣	Pass	Pass	Dbl	2♥	Pass	2NT	Pass	3NT	All Pass	(1)	May be short as 2			Table result: 3NT + 2 by W (=460) after a heart lead				TD assigned result: 80% of NS -150, 20% of NS -460			
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N drew attention to E's 2♣ bid which was not alerted. He raised concerns about UI and MI. EWs convention cards showed they played inverted minors but was silent about continuations after intervention. The TD was recalled at the end of play. EW's bidding did not seem to raise concerns but N expressed the opinion that if he had known E's 2♣ was forcing he would have passed 2♣ out.

The TD was convinced that EW did not have an agreement. N should have been told that there was no agreement. In this case passing 2♣ would involve some risk. (Laws 12 and 21). The TD gave a weighted ruling of 2♣ + 3 by E (-150) 20% of the time and 3NT + 2 by W (-460) 80% of the time.

N is entitled to know EWs agreements or that they have a lack of agreement. He can draw conclusions at his own risk. The TDs opinion was that pass is more likely to gain but sometimes N might fear missing game and so still bid 2♥ - hence the weighted score.

EW appealed. The committee upheld the TDs ruling but provided a paper for consideration after the appeal.

The L&E Committee deferred full discussion until next time when the general principles will be discussed.

**10.048 Brighton Swiss Pairs**

<p>♠ 2 ♥ Q32 ♦ KJ108 ♣ Q10965</p> <p>♠ A107643      ♠ KQJ ♥ 65              ♥ K104 ♦ A97             ♦ 642 ♣ 74              ♣ AK83</p> <p>♠ 985 ♥ AJ987 ♦ Q53 ♣ J2</p>	<p>Board 18 : Dealer East : NS vulnerable</p> <table border="0"> <thead> <tr> <th style="text-align: left;"><b>West</b></th> <th style="text-align: left;"><b>North</b></th> <th style="text-align: left;"><b>East</b></th> <th style="text-align: left;"><b>South</b></th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>1♣(1)</td> <td>1♥</td> </tr> <tr> <td>2♥(2)</td> <td>Dbl(3)</td> <td>3♣</td> <td>Pass</td> </tr> <tr> <td>3♠</td> <td>All Pass</td> <td></td> <td></td> </tr> <tr> <td>(1)</td> <td>Alerted</td> <td></td> <td></td> </tr> <tr> <td>(2)</td> <td>Alerted</td> <td></td> <td></td> </tr> <tr> <td>(3)</td> <td>Asked about 2♥, E said spades and clubs</td> <td></td> <td></td> </tr> </tbody> </table>	<b>West</b>	<b>North</b>	<b>East</b>	<b>South</b>			1♣(1)	1♥	2♥(2)	Dbl(3)	3♣	Pass	3♠	All Pass			(1)	Alerted			(2)	Alerted			(3)	Asked about 2♥, E said spades and clubs		
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The TD was called at the end of the hand by S. W's action in bidding only 3♠ being her point.

The TD asked EW about their methods and found that by agreement 2♥ showed spades. EW play Blue Club style rebids, therefore 3♣ would not be a transfer break. W stated he thought 3♣ showed a good club suit and that 3♠ was not forcing.

The TD asked why E passed 3♠. E said that it first went through his mind that there might have been a misunderstanding but he rejected that and thought W was probably 6-5 in ♠ and ♣. He said he had a minimum 1♣ opening and that 'it was pairs'.

The TD ruled the result stands, but the hand was to be recorded.

L&E Comment: It should have been considered as a MI case.

**10.050 Brighton Swiss Pairs**

<p>♠ QJ983 ♥ 1098 ♦ AJ ♣ 1063</p> <p>♠ 642              ♠ A7 ♥ 73                ♥ AKQJ54 ♦ Q9653          ♦ K7 ♣ K75             ♣ Q42</p> <p>♠ K105 ♥ 62 ♦ 10842 ♣ AJ98</p>	<p>Board 21 : Dealer North : NS vulnerable</p> <table border="0"> <thead> <tr> <th style="text-align: left;"><b>West</b></th> <th style="text-align: left;"><b>North</b></th> <th style="text-align: left;"><b>East</b></th> <th style="text-align: left;"><b>South</b></th> </tr> </thead> <tbody> <tr> <td></td> <td>Pass</td> <td>1♣(1)</td> <td>1♠(2)</td> </tr> <tr> <td>Pass</td> <td>3♣(3)</td> <td>3♥</td> <td>4♣(4)</td> </tr> <tr> <td>Pass</td> <td>4♠</td> <td>All Pass</td> <td></td> </tr> <tr> <td>(1)</td> <td>Alerted. Strong club 17+</td> <td></td> <td></td> </tr> <tr> <td>(2)</td> <td>Intended to show majors or minors – agreed system 'crash'</td> <td></td> <td></td> </tr> <tr> <td>(3)</td> <td>Intended as a 'mixed raise' agreeing spades, thinking 1♠ bid was natural.</td> <td></td> <td></td> </tr> <tr> <td>(4)</td> <td>Thinking that partner was showing a club holding.</td> <td></td> <td></td> </tr> </tbody> </table> <p>Result 4♠ - 2 by S, -200. TDs decision: result stands.</p>	<b>West</b>	<b>North</b>	<b>East</b>	<b>South</b>		Pass	1♣(1)	1♠(2)	Pass	3♣(3)	3♥	4♣(4)	Pass	4♠	All Pass		(1)	Alerted. Strong club 17+			(2)	Intended to show majors or minors – agreed system 'crash'			(3)	Intended as a 'mixed raise' agreeing spades, thinking 1♠ bid was natural.			(4)	Thinking that partner was showing a club holding.		
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EW appealed the TDs decision. The appeal committee ruled that there had been a failure to alert and that S should have corrected this before the opening lead was made. The result was amended to a weighted score: 80% of 4♠x by S (-500); 20% of 4♠ by S (-200).

L&E comment: S's as an experienced tournament player should have known that not correcting the explanation was an infraction of law. Players are reminded of their obligations about when mistaken explanations should be corrected as per Law 20F5 (specifically 20F5 (b)(ii)):

- a) *A player whose partner has given a mistaken explanation may not correct the error during the auction, nor may he indicate in any manner that a mistake has been made. 'Mistaken*

*explanation' here includes failure to alert or announce as regulations require or an alert (or an announcement) that regulations do not require.*

- b) *The player must call the Director and inform his opponents that, in his opinion, his partner's explanation was erroneous but only at his first legal opportunity to do so, which is:*
- i. *For a defender, at the end of play*
  - ii. *For declarer or dummy, after the final pass of the auction.*

### 10.052 Brighton Swiss Pairs

<p>♠ K105 ♥ AJ95 ♦ 6 ♣ Q9754</p> <p>♠ J972                  ♠ AQ84 ♥ 1063                  ♥ Q4 ♦ KJ5                    ♦ A9742 ♣ A62                    ♣ J8</p> <p>♠ 63 ♥ K872 ♦ Q1083 ♣ K103</p>	<p><b>Board 12 : Dealer West : NS vulnerable</b></p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><b>West</b></th> <th style="text-align: left;"><b>North</b></th> <th style="text-align: left;"><b>East</b></th> <th style="text-align: left;"><b>South</b></th> </tr> </thead> <tbody> <tr> <td>Pass</td> <td>Pass</td> <td>1♦</td> <td>Pass</td> </tr> <tr> <td>1♠</td> <td>Pass</td> <td>2♠</td> <td>Pass</td> </tr> <tr> <td>Pass</td> <td>Dbl</td> <td>Pass</td> <td>3♥</td> </tr> <tr> <td>Pass(1)</td> <td>Pass</td> <td>3♠</td> <td>All Pass</td> </tr> </tbody> </table> <p>(1) N said that W had put her hand towards the bidding box, then paused briefly before selecting the pass card.</p> <p>Result at the table 3♠= by W. TD's ruling result stands.</p>	<b>West</b>	<b>North</b>	<b>East</b>	<b>South</b>	Pass	Pass	1♦	Pass	1♠	Pass	2♠	Pass	Pass	Dbl	Pass	3♥	Pass(1)	Pass	3♠	All Pass
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Before coming to his decision the TD had taken a poll of players to ask how they would have acted as E but without the UI when he bid 3♠. The TD's evidence from the poll did not suggest that pass quite reaches the level required for a logical alternative so the result stands.

The appeal committee took a different view and ruled that pass by E was a logical alternative and amended the result to 3♥ -1 by S.

**L&E comment:** while polls can be a useful tool when coming to a decision TDs should use them with caution.

Other reports were deferred until the next meeting

7.4 The committee considered the psyche record of a pair. They were surprised how few reports had actually been recorded (5 since 2003) although most of the committee who had encountered the pair could recount at least one incident. It was agreed to take no action at the moment.

### **8 Date of next meeting**

Tuesday 12<sup>th</sup> April 2011 at 1pm.

Meeting venue is confirmed at the Baker Tilly offices in Russell Square.

The meeting closed at 5pm.

## Appendix A – Paper by Jeffrey Allerton

### **Clarification of Alerting Rules for Doubles**

Now that the L&EC and the Club Committee have decided to retain the present basic rules for the alerting of doubles, I believe that it is important to consider whether the wording of the current rules actually says what the L&EC wants it to mean.

The 2009 Orange Book states:

#### *“5 E 2 Doubles*

The rules for alerting doubles are:

(a) *Suit bids that show the suit bid.*

Double of these bids is not alertable if for take-out; alertable otherwise.

(b) *Short, Nebulous, Prepared and Phoney minor openings.*

Double of these bids is not alertable if for take-out; alertable otherwise.

(c) *No trump bids.*

Double of these bids is not alertable if for penalties; alertable otherwise.

(d) *Suit bids that do not show the suit bid.*

Double of these bids is not alertable if showing the suit doubled; alertable otherwise. “

The Orange Book definition of a take-out double is:

#### *“4 H 6 Take-out doubles*

A take-out double suggests that the doubler wishes to compete, and invites partner to describe his hand. Take-out doubles are frequently based on shortage in the suit doubled and preparedness to play in the other unbid suits, failing which significant extra values may be expected. Partner is expected to take out, though he can pass on a hand very suitable for defence in the context of what he can be expected to hold for his actions (if any) to date. “

As some L&EC members may be aware, there are several situations where the generally accepted non-alertable meaning of a double might be the opposite of what would be suggested by a strict reading of sections 5E and 5G of the current Orange Book.

1. Doubles of preference bids and raises. Say the auction goes 1H-P-1NT-P-2C-P-2H-P-P-Dbl. Most players would not expect a take-out double to be alertable in this sequence. What does the Orange Book say? As the 2H preference bid would typically be made with a doubleton heart, it does not “show the suit bid” and hence by virtue of 5E2(d) the Orange Book, a take-out double here should be alerted, strictly speaking. Similar considerations apply to the auction 2H-P-3H-Dbl where hearts might conceivably be Responder's shortest suit and hence the raise to 3H does necessarily “show the suit bid”.

2. Doubles of transfer completions. Say the auction goes 1NT-P-2D-P-2H-Dbl. Most players would not expect a take-out double to be alertable in this sequence, but what does the Orange Book say? Although the 2H bid itself is deemed to be sufficiently natural to not require an alert, it takes a particularly tricky argument to suggest that 2H *shows* the suit bid. Hence by virtue of 5E2(d) the Orange Book, it seems that a take-out double here should be alerted in this position.

3. Doubles of passed conventional bids. Say the auction goes 1NT-2C[Majors]-P-P-Dbl. Although Advancer's pass of 2C showed long clubs, the 2C bid itself did not, so again it would appear that the Orange Book requires Opener's double in this position to be alerted unless it is a penalty double.

4. Doubles of "pass or correct" bids. Say the auction goes 2D[Multi]-P-2H-Dbl. Most players would not expect a take-out double to be alertable in this sequence, but what does the Orange Book say? The 2H bid did not show hearts, so again the Orange Book requires Opener's double in this position to be alerted unless it is a penalty double.

In all of these cases I would request that the L&EC reviews the wording of the regulation to ensure that it properly reflects the L&EC's intention of the non-alertable meaning of the double in the relevant sequence. For example, a simple improvement to the wording would cater for case 1 and perhaps also case 2 above:

*"5 E 2 Doubles*

The rules for alerting doubles of 1- 2- and 3-level bids are:

(a) *Suit bids that **are natural and/or** show the suit bid.*

Double of these bids is not alertable if for take-out; alertable otherwise.

(b) *Short, Nebulous, Prepared and Phoney minor openings.*

Double of these bids is not alertable if for take-out; alertable otherwise.

(c) *No trump bids.*

Double of these bids is not alertable if for penalties; alertable otherwise.

(d) *Suit bids that **are not natural and** do not show the suit bid.*

Double of these bids is not alertable if showing the suit doubled; alertable otherwise. "

[It is necessary to retain "show the suit bid" to cover situations like the double of a Dhondy 3C Opener (showing the bid suit and another suit).]

Cases 3 and 4 would need to be dealt with by way of notes.

On the other hand, if the wording remains unchanged and take-out doubles in all of the sequences above are confirmed to be alertable, I suggest that the membership is informed, perhaps by way of an article in *English Bridge* (and further examples in OB5G4) .

### **Doubles of an overcall**

Many readers have difficulty reconciling some of the statements in the Orange Book regarding the alerting of doubles after an overcall.

When the 2006 Orange Book first came into use, one paragraph seemed to be definitive:

*"5 G 5 The following doubles must not be alerted:*

(a) Any 'negative' or 'responsive' double, since these are examples of take-out doubles."

As negative doubles tend to show length in unbid major(s) but without reference to holdings in other suits, it seemed that the term "take-out double" was being interpreted liberally in order to arrive at this conclusion, but the clarity of the result was welcome.

One year later there was a surprising addition to the Orange Book on this subject:

*“5 G 4 The following doubles must be alerted:*

(g) A double of 1♦ in the specific sequence 1♣ (1♦) dbl if it shows a specific suit since this is not a takeout double (see 4 H). “

The majority of tournament players play 1C-1S-dbl as showing as showing a specific suit (hearts) without promising any support for the other suits, so according to the logic in 5G4(g), this is not a take-out double either (and hence also alertable). Hence, in my opinion there is a direct contradiction between 5G4(g) and 5G5(a).

I suspect that 5G4(g) was introduced to attempt to ensure that unusual distributional constraints for negative doubles are brought to the opponents' attention. However, the stated reasoning does not make much sense.

### **Doubles with a “potentially unexpected meaning”**

The problem above (as well as many others) would be solved by extending the requirement to alert “potentially unexpected meanings” to doubles.

I was surprised to read the following in the Minutes of 15<sup>th</sup> April 2010 meeting:

*“5.6 OB5E1(b) and possible inclusion of doubles and redoubles.*

A suggestion from a member that the wording in OB 5E1 be extended to include doubles and redoubles met with sympathy, but mindful of the request of both Tournament Committee and Club Committee not to tamper with the alerting of doubles rule agreed to make no change. “

If the L&EC agrees with the member on how the regulations ought to be worded, then I cannot see why or how the Club Committee could object. When the L&EC proposed removing the requirement to alert virtually any double, the Club Committee objected to the proposed change because it would have been a fundamental change to the principle of alerting doubles and would have resulted in players having to get used to a totally new system.

On the other hand, the member's recent proposal would not have made any changes to the alerting rules for doubles in 98% of cases in theory and virtually 100% of doubles in practice. Most club and tournament players would already expect their opponents to alert take-out doubles with highly unusual additional meanings, so does it not make sense to update the wording of the regulations to reflect what most people believe it to say anyway?

Therefore I would urge L&EC members to reconsider the wording of the regulations for the alerting of doubles.

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