



**MINUTES OF THE MEETING OF THE EBU LAWS & ETHICS COMMITTEE
HELD AT CHARTERED INSTITUTE OF ARBITRATORS, WC1A 2LP
ON WEDNESDAY JANUARY 21ST 2015**

Present:

Tim Rees (TR)	Chairman and Elected Member
Mike Amos (MA)	Elected Member
Robin Barker (RB)	Elected Member
David Burn (DB)	Elected Member
Jeremy Dhondy (JD)	EBU Chairman
Frances Hinden (FH)	Vice Chairman and Elected Member
Neil Morley (NM)	Elected Member
Martin Pool (MP)	Elected Member
Gordon Rainsford (GR)	Chief Tournament Director
John Pain (JP)	Secretary

1A The Secretary opened the meeting and called for nominations for Chairman for 2014-15. JD proposed Tim Rees as Chairman, seconded by FH. With no other nominations TR was declared elected and took the chair. NM proposed Frances Hinden as Vice Chairman, seconded by TR. With no other nominations FH was declared elected.

The Committee was pleased to see Tim in his place following his recent mild stroke. The Committee wished him a full and speedy recovery.

1B The Chairman welcomed back David Burn and Martin Pool as elected committee members, both having been re-elected at the AGM in November for 3-year terms.

The Committee noted that Grattan Endicott had decided not to attend any further meetings of the Committee having just passed his 91st birthday. Grattan was thanked for his valuable contribution to the Committee both as a former Chairman and more recently in his capacity as an invited Vice President.

1C Apologies for Absence

Barry Capal (BC)
Ian Payn (IP)

EBU General Manager
EBU Vice Chairman

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2.1/2 Minutes of the previous meeting and accuracy

The minutes of the meeting of October 1st 2014 were approved and signed.

3.1 Appeal to the National Authority 14.022

On referring back to the original appeal form, one of the grounds for appeal that the Appeals Committee had not provided any written reasons for its ruling was not correct. The Appeal Committee chairman had

written on the form '*The director had applied the law correctly in our view. The TD had read the law to the players. 70E1 made it clear what should happen which is why the deposit was taken*'.

7 – reports from TDs; 14.036

The Committee confirmed the minute at the foot of page 7 was correct – an unalerted bid can then be assumed to be natural. The emphasis being on the word ‘bid’. A similar assumption can be made for an unalerted double of a natural suit bid – that can be assumed to be takeout.

2.3 **Matters arising**

2.3.1 Hand record 14.026 (Psyche from the Scarborough Congress)

The Committee considered the reply from one member of the partnership on behalf of both members. The Committee left the provisional classification as Green. The Committee noted that it was permitted to agree to overcall on a shortage but reminded the pair of the need for full disclosure.

2.3.2 The Secretary advised members that a change to the disciplinary bye-laws had been made at the AGM. The effect of the change was to advise all affiliated clubs where an EBU member played of any sanction passed by a Disciplinary Committee, rather than just clubs of which the EBU member was a member of the club.

2.3.3 (5.4) Appeals booklets

It was agreed that FH would send the material to MA and MA would be contacting suitable personnel to write the commentaries. Nicole Cook had offered to assist in the collation of commentaries and the preparation of the final booklet.

Action: FH, MA

2.3.4 (5.1) Mandatory pauses above 3NT

DB reported that he had spoken to Norwegian colleagues about their regulation. In high level tournaments (Brighton was considered to be a suitable comparison) the rule was as follows:

In sequences where at least three people had done something other than pass then for calls above 3NT all other players must pause for 10 seconds before calling at their next turn.

Example	West	North	East	South
	1♥	pass	2♦	4♣

West, North and East are required to pause for 10 seconds before their next call.

It was not clear what happened in non-jump auctions.

It was felt that having such a rule would be difficult to implement if it only happened in certain tournaments and the Committee decided not to make any changes to the current regulations. Events played with screens already have their own regulations.

MA asked for some future thoughts on ‘hot-seat’ actions in events played without screens.

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 Complaint against a member

The Chairman and Vice Chairman had considered a complaint against a member. The Officers had reluctantly agreed not to pursue the matter to a charge.

4.3 Altercation with a TD at the end of the Brighton ‘B’ final

RB withdrew for this item

The Committee considered the reply from the member and made a number of observations.

- a) If the alleged language had been used then a disciplinary penalty should have been issued at the time,
- b) It was still open to the L&E to bring a charge against the member,
- c) The member is to be reminded that the Laws of Duplicate Bridge include in the introduction ‘Players should be ready to accept gracefully any rectification or adjusted score awarded by the Director’ and that failure to do so was against the EBU Best Behaviour at Bridge policy,
- d) The manner in which he received the ruling is to be deprecated and a further repetition might lead to further action such as exclusion from a tournament,
- e) The secretary to write to the member advising him of the decision.

5 Technical Matters

5.1 interpretations of ‘tempo breaks’ using screens

GR noted a change of interpretation from the WBF and their screen regulations. Relevant parts only included here.

25. Screens

Screens will be used whenever possible in a World Bridge Championship.

25.1 Description of the Operation

<snip>

It is considered desirable that players should vary the tempo randomly when returning the tray under the screen.

25.3 Modification of Rectifications when screens are in use.

f) If a player on the side of the screen receiving the tray considers there has been a break in tempo and consequently there may be unauthorised information he should, under Law 16B2, call the Director. He may do so at any time before the opening lead is made and the screen opened.

g) Failure to do as (f) provide may persuade the Director it was the partner who drew attention to the break in tempo. If so he may well rule there was no perceived delay and thus no unauthorised information. A delay in passing the tray of up to 20 seconds is not normally regarded as significant.

If the players have not been randomising the tempo of the auction as desired by section 25.1 paragraph 3, then a delay of less than 20 seconds may well be regarded as being significant.
(emphasis added)

The Selection Committee had already decided to adopt this procedure although MA said players were very concerned about running foul of the time limits for stanzas, so were often reluctant to randomise the tempo of passing the tray.

5.2 Correspondence with Richard Fleet

The Committee considered correspondence regarding minimum constraints at Level 4 for 1-level opening bids. The Committee acknowledged the need to have a definitive rule and had no desire to alter the existing regulations.

5.3 Withdrawals from events

The Committee considered a letter from Pippa Duncan concerning the allocation of the scores where a pair withdraws during a session through illness. The current regulation is to delete all results where the contestant withdraws before ½-time and to allow scores to stand if the contestant withdraws after ½-time awarding 60%/40% for the unplayed boards – the withdrawing contestant considered to be ‘directly at fault’ as the law 12C2(a) allows. Whilst this is till true, there are times when the pair might wish to be removed from the ranking list altogether rather than take a score which would affect their NGS ranking. GR suggested amending the regulation allowing the TD discretion to remove the pair from the ranking list entirely if he considers it appropriate to do so.

The amendment would appear in the August 2015 of the White Book.

Action: RB

5.4 White Book update for August 2015

In addition to the amendment highlighted in 5.3, the Committee considered a list of changes suggested by RB. Highlights include:

- a) Fielded misbids see separate item 5.5
- b) Regulations for Knock Out matches are currently owned by the Tournament Committee.

The White Book also has some regulations and the two sets do not appear to be consistent. GR would check to see what changes were needed.

c) Template for Club and County leagues. FH was aware of a number of issues regarding county leagues and the secretary had also been asked to advise on procedure to be followed in the case of defaulting or withdrawing teams. As the EBU does not organise any leagues programmes it had been suggested that a template to deal with certain issues be produced. FH volunteered to draft some regulations for consideration.

d) Changes to the Pachabo Cup scoring method. The 2015 Pachabo Cup will be scored by the hybrid method of Point-a-board and IMP difference, rather than the method used up to 2014 of point-a-board and aggregate quotient. 6 VPs would still be available through the point-a-board part and a further 6 VPs (using a short-scale half integer IMP to VP scale) for the IMP difference part. There are also decisions to be made on weighted scores and missing scores.

e) Swiss Pairs matches scored by percentage rather than VPs. Some regulation would be needed to handle mismatches using the percentage scored method. GR and RB to discuss with Max Bavin.

f) Insufficient Bid examples. In §8.27.2.2 the example 2NT - 2♣ potentially corrected to 3♣ still has the earlier advice that the correction under Law 27B1(b) is not permitted.

The Committee confirmed that in certain circumstances the change would be permitted unless it had been clarified by UI that the player intended the 2♣ to be a response to 1NT.

5.5 Fielded Misbids

DB introduced a paper for consideration which is attached to these minutes (Appendix A). The Committee agreed with the sentiments of the paper and DB was asked to bring forward a firm proposal in time for the next meeting in May.

Action: DB and Appendix A

5.6 Default regulations for league organisers

See above

6. Applications for new permitted methods

Consideration deferred to the next meeting.

7. Reports from Tournament Directors

7.1 Psyche and appeal forms

14.043 Appeal from West of England Congress at Weston Super Mare

<table border="0"> <tr><td>♠ 9</td><td></td></tr> <tr><td>♥ 83</td><td></td></tr> <tr><td>♦ AKQ965</td><td></td></tr> <tr><td>♣ KJ63</td><td></td></tr> <tr><td>♠ AK532</td><td>♠ 84</td></tr> <tr><td>♥ 7</td><td>♥ AJ109542</td></tr> <tr><td>♦ 432</td><td>♦ 10</td></tr> <tr><td>♣ 10874</td><td>♣ AQ5</td></tr> <tr><td></td><td>♠ QJ1076</td></tr> <tr><td></td><td>♥ KQ6</td></tr> <tr><td></td><td>♦ J87</td></tr> <tr><td></td><td>♣ 92</td></tr> </table>	♠ 9		♥ 83		♦ AKQ965		♣ KJ63		♠ AK532	♠ 84	♥ 7	♥ AJ109542	♦ 432	♦ 10	♣ 10874	♣ AQ5		♠ QJ1076		♥ KQ6		♦ J87		♣ 92	Board 20 : Dealer West : All vulnerable <table border="0"> <thead> <tr> <th>West</th><th>North</th><th>East</th><th>South</th></tr> </thead> <tbody> <tr> <td>Pass</td><td>1♦(1)</td><td>3♥</td><td>Pass</td></tr> <tr> <td>Pass</td><td>Dbl (H)</td><td>All Pass</td><td></td></tr> </tbody> </table> <p>(1) Shows a limit bid ,a hand that in Acol would bid 1♦ and rebid 2♦</p> <p>Table result: 3♥x – 2 by East, +500 to NS.</p>	West	North	East	South	Pass	1♦(1)	3♥	Pass	Pass	Dbl (H)	All Pass	
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TD's Statement of facts: Both sides were asked about the 3♥ jump overcall and agreed that when South asked questions before his final pass he was told it was weak. I then asked South why he had chosen to pass the double. He stated that if he bid 3♠ he would be playing there. He felt 4♠ was a too high push on the hand and he felt at pairs +200 would get a good score on the board. His judgement made was that 3♥ would be going at least one off. It was also stated by South that he didn't double the 3♥ bid which would have shown four spades only – he could have bid 3♠ immediately over 3♥ but was always considering defending on the hand. 3♥ can be made but went down as declarer was not expecting a singleton in North's hand.

TD's ruling: After consultation with other directors it was deemed to let the table result stand. The general feeling was that no specific action is suggested by the hesitation; no poll of players was made on the hand as all the TDs consulted (four) had similar views. (Laws 16B1(b), 16B1(a), 73)

Comments by NS: Did not bid over 3♥. No negative double. Passed smoothly hoping for a re-opening double. There was hesitation. Pass normal. Worried that no jump in spades. Didn't double. More likely to have penalty pass. Considered other bidding. Did not think of 3NT. I just fancied defending.

Comments by EW: North's double would normally be short in suit and have spades. Pause suggests not normal expected classic shape. S feels that 3♠ may become risky.

Appeal Committee: Hesitation by North agreed by both sides. Score adjusted to 4♦ - 2 by North. 3♠ is a logical alternative and pass is suggested by the UI. Deposit returned.

L&E Committee:

The Committee considered the appeal and extra correspondence from this event. Other individuals had given their opinions regarding the ruling as they were entitled to do. A comment from one member of the appeal committee regarding a particular bid had caused some offence. However, it is expected that Appeal Committees will be drawn from a wide experience which may include top class players as well as those well versed in the laws of the game.

Action: TR to reply to the appellant; GR to write to the TD.

Once again the overall standard of completion of forms gave rise to some concern. TDs are expected to complete forms as fully as possible and Appeals Chairmen are encouraged to give full reasons for their decisions.

7.2 Review of disciplinary penalties for 2014

The Committee considered all the disciplinary penalty forms from events held in 2014. There were only 6 recorded, but none required any follow up.

8 *Date of next meeting*

Wednesday May 20th at 1pm.

Venue is Chartered Institute of Arbitrators.

[Secretary's note: The meeting was rescheduled to May 27th 2015]

The meeting closed at 4.50pm

Appendix A

Fielded misbids

Terminology

In what follows, I use four abbreviations:

- **C** (for **Caller**) is the player committing a misbid (see below).
- **D** (for **Describer**) is the partner of C, who provides a description of the hand type shown by C.

A description may be active: D alerts, announces, or replies to a question; or passive: D does nothing, thus conveying the impression that the call does not require active disclosure.

- **X** is a **hand of type X** (for example, a strong balanced hand)
- **¬X** (for “not=X”) is a **hand of significantly different type from X**.

I also employ the more or less familiar abbreviations: UI (Unauthorised Information); MI (MisInformation); and LA (Logical Alternative). I use “a LA” rather than “an LA” because I’m the one doing the writing; the question is not fit to be discussed here (or anywhere). I use “AC” for “Appeals Committee”, though if you prefer to think of it as “Alternating Current” you will not go far wrong if some of the ACs I’ve sat on are any guide.

A **misbid** is a call that by partnership agreement shows X when the player actually holds ¬X Misbids, unlike psyches, are accidental – the caller did not intend to misrepresent his hand type.

Example 1

West	North	East	South
1♦	Pass	1♠	1NT

North (D) does nothing, so East-West assume that South (C) has a strong balanced hand (the actual partnership agreement). South has a two-suiter in hearts and clubs (his agreement with a different partner).

If D, having described C’s hand as X, then acts as if C held ¬X, and if C actually holds ¬X, then D may be said to have **fielded** the misbid. A more complex case is possible: D acts as if C held ¬X, but C in fact holds X (this might be termed a “misfielded bid”). More complex still: C in fact holds ¬X, but not the ¬X that D acted as if C held; this kind of fielding has until now been exhibited only by England’s cricketers.

Partnership agreement

In dealing with misbids, the question frequently arises: what is the actual partnership agreement of the offending side? I am not going to quote the whole of Law 40 here; suffice to say that the partnership agreement is what that Law says it is.

I am not going to quote the whole of Law 75 either, but it should be recalled that “the Director is to presume Mistaken Explanation, rather than Mistaken Call, in the absence of evidence to the contrary”.

Each case is judged on its merits, but some guidance is appropriate as to the standard of “evidence” required by Law 75. Since people can get away with murder if they can convince a Director or an AC that the call rather than the explanation was mistaken, you hear the most almighty guff. If it’s not on the convention card, and they can’t provide some pretty convincing argument from what is on the card or from verifiable partnership history, then it’s not “evidence to the contrary”.

Common cases

What sometimes happens is that C, whose call has been misexplained, reacts in a way that causes D to revise his opinion and act accordingly. These are best treated as UI positions.

Example 2

West	North	East	South
1♥	3♣ (1)	Pass	3♠
Pass	4♣		

(1) The classic Ghestem scenario: South alerts and explains 3♣ as spades and diamonds; North (who has clubs) bids a firm 4♣ and South (who ought to treat this as a slam try, or perhaps 5=0=5=3 and a good hand) passes for whatever the remainder of the auction turns out to be.

If in Example 2 North proves to have spade support or at any rate tolerance, the director will usually adjust to some number of spades by North-South, probably doubled. But if North doesn’t have spade support, so that there is no LA to 4♣, then the Director may at present rule “fielded misbid” when South passes it. Instead, he ought to rule as a default that South is in breach of Law 16 and adjust to whatever he considers North-South would reach if South kept bidding (again, the ruling will probably be some contract doubled).

We state as a principle that: when a player fields a misbid with no compelling evidence from the legal auction and his own hand that a misbid has occurred, he will usually be assumed to have acted on UI.

Example 3

West	North	East	South
1♥	3♣ (1)	Double (2)	Pass (3)
Pass	Pass		

(1) Misbid, as above. (2) Penalty-seeking. (3) No preference between spades and diamonds.

In Example 3, suppose South has a 4=4=2=3 shape without much in the way of values. If he doesn’t bid 3♠, this is probably because North flinched when South explained 3♣ as two-suited, or because North has a

history of forgetting the method. In the first case, we rule as if South had UI; in the second, we may instead rule that North-South are in fact playing 3♣ as “either spades and diamonds, or clubs”. This may or may not be a legal method; if so we treat it as a MI case, if not we treat it as an illegal convention.

The position is less clear if South has, say, 3=4=3=3 shape. Now he really does have a pass over East’s double. We may take the view that East-West have just been fixed if it turns out that 3♣ doubled does not score as well for them as some other outcomes. Or, we may take the view that North-South’s method is “spades and diamonds, or clubs” and act as above. It is not clear to me which approach is preferable; the Director may have to make a decision based on what he discovers.

Of course, this may not be entirely fair. Suppose that you and I sit down for the first time and I, on payment of several thousand pounds from you, agree to play Ghestem. I have a 4=4=3=2 shape as above, and you overcall 3♣ which is doubled. It may occur to me to pass anyway, on the grounds that if you have remembered your own blasted convention you will bid 3♦ and I can correct to spades, while if you haven’t we will play in clubs. What, if anything, do we (the L&E) want to do about this?

MI positions

In determining what would have happened in MI cases, including those arising from misbids, the Director or AC should consider that when D describes C’s hand as X and C has $\neg X$, the information to which the opponents were entitled is “no agreement” (unless there is compelling evidence as to what the agreement actually was). In Example 3, it may be held that while East would double a “spades and diamonds” 3♣, he would not double a “no agreement” 3♣ in case this let North-South off the hook.

Uncommon cases

If a player describes his partner’s bid as showing a particular hand type, and then acts as if his partner had a different hand type, that player is usually attempting to field a misbid (or a psyche). Of course, it is possible that a player knows from the legal auction and from his own hand that his partner has misbid – for example, partner shows three aces in response to Gerber but the player has three himself. It is also possible that a player has a hand that makes it very likely but not certain that partner has misbid – for example, partner opens a Texas 4♣ and the player holds ♡K10xxxx and no clubs.

I do not think it possible to provide guidance as to the strength of evidence required before a misbid may be legitimately fielded. Individual cases are rare, and can be judged on their merits.

I am not aware that we have a policy regarding “blue fields” of psyches and what I have termed “misfielded bids” above. Where D describes C’s hand as X, then acts as if C had $\neg X$, but C in fact has X all the time, C and D usually get a bad result and there is no need for constabulary intervention. However, we might consider the question: has D committed some infraction for which a procedural or disciplinary penalty is warranted, regardless of the actual result?

Conclusions

If a player describes his partner’s hand according to the partnership agreement, then acts as if his partner has some other hand type and this proves to be the case, the player has fielded a misbid (or a psyche, if partner’s deviation was deliberate).

The usual reason for successful fielding is that the player has acquired UI; many cases of “fielded misbid” should be treated as UI cases.

Another reason for successful fielding is partnership history (partner has misbid this way before because he cannot remember the agreement). Such cases may be treated either as MI cases (the opponents were not told about the history) or as use of an illegal method (the actual agreement is “either X or Y”, which is not permitted).

David Burn
January 2015