

WORLD BRIDGE FEDERATION

# Minutes of a meeting of the WBF Laws Committee in Beijing on Friday, 10<sup>th</sup> October, 2008.

Present:-	Ton Kooijman (Chairman)
	Grattan Endicott (Secretary)
	John Wignall (Drafting Subcommittee Chairman)
	Max Bavin
	Maurizio Di Sacco
	Joan Gerard
	Bertrand Gignoux
	Alvin Levy
	Jeanne van den Meiracker
	Dan Morse
	Jeffrey Polisner
	William Schoder

Guest: Yoshida Tadashi

Apologies were received from the President Emeritus and entered for all other members of the Committee not present in Beijing.

- 1. In opening the meeting and welcoming all present, the Chairman observed that the Committee had been dormant for a couple of years while the work on the 2007 Code of Laws was in hand. Now it was time to be busy again. Fresh interpretations are needed and this is the first meeting of the new decade.
- 2. Members were invited to comment on experience of the 2007 laws in action. Mr. Yoshida Tadashi remarked that there were problems in applying Law 27. Mr Levy said that in the ACBL no major problems have been encountered and the Laws Commission is pleased with the enhanced options for Regulating Authorities; the ACBL has not adopted the Law 12 option of weighted scores. Japan, the Committee learnt , has empowered Directors to award weighted scores. Jeanne van den Meiracker mentioned a problem with Law 27 and minor problems with Law 12. Mr. Gignoux said there is satisfaction in France with Law 25 and as in other NBOs a

problem with Law 27. Mr.Wignall reported Zone 7 as relaxed in relation to Law 27 and, over all, content with the new code of laws.

Mr. Di Sacco had no complaint with the operation of the new laws to date. He considered that a good job had been done in consolidating them. Mr Gignoux would have liked screen regulations to have been incorporated into the laws, and it is known some would like to see the alert procedure there also. The Chairman felt it would be a long time before these moves came about.

A short discussion followed concerning the inclination to relax slightly the stringency of Law 27. This would be examined in more detail later in the meeting. Mr. Schoder felt that we need not go into endless examples on Law 27; with the encouragement of the phrase 'in the Director's opinion',

The Director should exercise his opinion and, if needs be, recover via Law 27D. Mr, Bavin remarked that since the 2007 Laws took effect he has not encountered any case of an insufficient bid.

3. A Report from the October 8<sup>th</sup> meeting of the Drafting Subcommittee was considered. The Committee confirmed its interpretations and decisions as follows:

That Mr Kooijman be encouraged to complete his work on a commentary or appendix and then publish it, either after ratification by the WBF (possibly obtained via the internet) or, if he wished, as a personal commentary on the laws.

In Law 12, "serious error" should be judged according to the calibre of player.

In Law 13F, the use of 'may be awarded' reflects the intentions of the Committee. It is inappropriate to refer in any case to Law 67. Note also that when the surplus card is found to have been played and an adjusted score is awarded any player who was dealt a correct number of cards, with no two cards identical, is in no way at fault.

When applying Law 17E, passes following the first pass out of rotation are cancelled and only the first pass out of rotation is an infringement.

Law 25A - It is strongly recommended that bidding box regulations should provide that if a player's attention is diverted as he makes an unintended call the 'pause for thought' should be assessed from the moment when he first recognizes his error. (Regulating Authorities please note.)

Law 27B – Mr. Endicott's statement on interpretation was adopted and agreed viz:– The Committee has noted an increasing inclination among a number of Regulating Authorities to allow artificial correction of some insufficient bids even in cases where the set of possible hands is not a strict subset of the set of hands consistent with the insufficient bid. The Committee favours this approach and recommends to Regulating Authorities that, insofar as they wish, mildly liberal interpretations of Law 27B be permitted with play then being allowed to continue. At the end of the hand Law 27D may then be applied if the Director judges that the outcome could well have been different without assistance gained through the insufficient bid (and in consequence the non-offending side has been damaged). It was also agreed that where it says in Laws 27B1(a) and 27B1(b) that 'the auction proceeds without further rectification' this is interpreted as meaning that the auction and play continue without further rectification.

Law 43B3 – when referring to Law 12B1 the Director treats both sides as offending and a split adjusted score is awarded.

If, having lost his rights, dummy draws attention to a revoke during the play, no penalty tricks are transferred. However, the Director restores equity.

Law 45F – Mr. Kooijman's proposal that the Director should not adjust the score if the player would have played the indicated card anyway was agreed. Dummy is liable to a procedural penalty.

Law 50E - Mr. Di Sacco asks that examples be provided of the application of this law. A distinction must be made between the requirement that the player must play this card and information that the player has the card. Initially the underlead from K Q J x to partner's A x is allowed, but subsequently the Director may decide that 50E3 applies.

Mr.Bavin observes that the player must convince the Director that he has not gained from the information that the player possesses the card. This continues the WBF Laws Committee decision made in previous years.

Law 64C – If there are two revokes on the same board the equity in the case of the second revoke is determined by reference to the position after the first revoke.

Law 86D – if an offending side is responsible for the inability of the second table to play the board it shall not be allowed to profit from its own favourable score on the first table. The parenthetical statement at the end of this law applies in the particular circumstances that one side is offending and the other not; in all other circumstances the core law applies, disregarding the parenthetical statement. It is possible there are two non-offending sides. When considering application of Law 86D a 'favourable' score refers to an unlikely result. The unlikely result taken into account may favour either a non-offending side or an offending side and, except as stated above, it lies within the discretionary powers of the Director to decide upon the application of this law.

[Rider: The concept suggested by the Chairman subsequent to the meeting is that when the side receiving a bad score at table A causes the irregularity by which the board cannot be played at the other table, the TD takes this score into account with full weight to assign an adjusted score.

When the side receiving an unusual good score at table A causes at that table an irregularity by which the board cannot be played at the other table, if the TD decides to award an assigned adjusted score the weight given to that good result should be limited although it may play some part in the adjustment.

If the board cannot be played because a side at that table causes an irregularity and there is an unusual good result at the other table there is a good reason to give an assigned adjusted score, giving full weight if the side with that good score is innocent and less than the full weight (perhaps 50%) if the side with that good score committed the irregularity.

When there is an unusual good score at one table and at the other table the board cannot be played, with no player responsible, it is felt a weight of something like 60% may be appropriate.]

Law 93G - the power of modification given in this law is a right to modify the procedure in dealing with appeals. It does not extend to overriding the rights of contestants to appeal under Law 92A. If the Regulating Authority makes no arrangement for an appeal to be heard (see Law 80B2(k)) the Director in charge shall hear and rule upon it under Law 93A.

The Committee confirmed its agreement to the interpretations in Mr Endicott's submission to the Drafting Subcommittee and the adoption of them recommended by the latter, viz:

## LAW 12

When the Director is empowered elsewhere in the laws simply to "award an adjusted score" he refers to Law12 to determine whether this will be an assigned or an artificial adjusted score. Law 12 intends that whenever he is able to award an assigned adjusted score he does so; if Law 12C1(d) or Law 12 C2(a) applies the adjusted score is artificial. Note that 12C2(a) does not say "no result has been obtained" but "no result can be obtained", so that if a board is incomplete but has reached a stage when completion of the board can be foreseen an assigned score is appropriate.

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## LAW 16 and others – concerning information rights

16A1(d) allows the player use of his memory of information in the laws and regulations. It does not authorize him to look during the auction and play at the printed regulations, the law book, or anyone's scorecard or the backs of bidding cards etc. as (Law 40C3(a)) an aid to memory. For system card and notes see Law 20G2.

Neither does 78D authorize players to consult during the auction and play printed copies of the information given them under this law.

20F1 defines the manner in which, during the auction and play, a player may request and receive an explanation of the opponents' prior auction. At this time he is entitled to an explanation only of calls actually made, relevant available alternative calls not made, and any partnership understanding as to inferences from the choice of action among the foregoing. (An "alternative" call is not the same call with another meaning – for example, if the reply to an opponent is that "5D shows diamonds preference", any reply to a further question "what would it mean if 4NT were Blackwood ?" is given voluntarily and not as a requirement of Law 20F1.)

81C2 requires the Director to advise players of their rights and responsibilities under the laws. He confines such information to rights and responsibilities that are relevant to the situation he is dealing with.

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# LAW 20

There is no infraction when a correct explanation discloses that partner's prior explanation was mistaken. The words "nor may he indicate in any manner that a mistake has been made" (in Law 20F5(a)) do not refer to compliance with the overriding requirement of the laws always to respond to enquiries under Law 20F with correct explanations of the partnership understandings.

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# LAW 75C

The phrase "they have no claim to an accurate description of the N-S hands" first appeared in the 1975 laws of the game. It was accompanied then as now by the injunction forbidding the Director to alter the table result. It was entered primarily to establish beyond doubt that that the partnership agreement must be described accurately in response to lawful enquiry and that the explanation given must not aim to describe what the explainer believes as to the contents of either hand. It was continued in those terms in the 1987 law book, while for 2007 NBOs were invited to say whether the example or the wording should be updated. Among replies received there was a general consensus for retaining them as they had been previously, whilst moving the statements from a footnote into the body of the Law.

# LAW 93

The power of modification given in this law is a right to modify the procedure in dealing with appeals. It does not extend to overriding the rights of contestants to appeal under Law 92A. If the Regulating Authority makes no arrangement for an appeal to be heard (see Law 80B2(k)) the Chief Director shall hear and rule upon it under Law 93A.

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4. The Committee examined a note prepared by the Chairman on the WBF screens regulations and agreed it should be forwarded to the WBF Rules & Regulations Committee. Inter alia it suggests that the regulation should say that a player who removes his bidding cards from the tray 'may be deemed to have passed'.

The meeting then concluded.