

MINUTES OF THE ACBL LAWS COMMISSION
HYATT REGENCY, DALLAS, TX
APRIL 1, 2006

MEMBERS PRESENT:

Chip Martel, Co-Chairman
Allan Falk Matt Smith
Ron Gerard John Solodar
Dan Morse Adam Wildavsky
Eric Rodwell

ALSO PRESENT:

Gary Blaiss
Harriette Buckman
Joan Gerard
Tadashi Yoshida, Secretary General of the
Japan Contract Bridge League

The meeting was called to order at 10:35 A.M.

Chip Martel chaired the meeting. The chairman introduced the guests in attendance.

The minutes of the Denver meeting were approved unanimously.

The report of the status of the WBF Drafting Committee (DC) revision was discussed. In addition to the written report from Jeff Polisner (see Exhibit 1), Joan Gerard told the Commission that:

1. A first draft of the revised laws was expected by late fall this year.
2. The DC was interested in receiving specific suggestions about specific laws.

A suggestion was made that a commentary that included examples of how laws should be applied would reduce ambiguity and uncertainty.

Adam Wildavsky cited several laws about which he had concerns of ambiguity. Among these were The Scope of the Laws, Law 12 C 2, 16, 20 and claims.

In addition, there was a suggestion that we clarify procedures for when a player does not call a tournament director immediately about a tempo related irregularity (in accordance with law 9).

Law 6 D 2 was discussed. A suggestion was made that this law contain some provisions to permit the tournament director to do something other than award an average plus in some instances where a hand is played that was played in a previous session or if a pair or pairs is unable to play more than one or two hands.

The chairman advised members to forward to him comments about other laws that are identified as needing change or about which there is a specific suggestion.

See Exhibit 2 for the report to the DC that will include his suggestions, others that were discussed at this meeting and any others that are sent to the chair, which he judges should be communicated to the DC.

The meeting was adjourned at noon.

Exhibit 1

From: Jeff Polisner
To: ACBL Laws Commission
Subj: Report on the progress of the WBF Laws Drafting Committee "DC".
Date: March 21, 2006

The DC commenced its assignment to update the 1997 Laws in Montreal in 2002.

The DC was comprised of well-qualified members from Zones 1 and 2 (including three international tournament directors) with the chairman from New Zealand.

The mission of the DC was agreed to follow the principle of "if it ain't broke, don't fix it." However, it became apparent that such a goal was not easily attainable as several members of the DC were more intent on wordsmithing every law, even those which had not caused any problems during previous years. There was some unspoken animus against what I will term as "Kaplanese" and a desire to have the new laws read in "Grattanese".

Unfortunately, these issues created a terrible environment in which to proceed. This resulted in threatened resignations from the DC and refusal of certain members to have their names associated with the then current draft. It appears that through the political process we "may" be back on track.

However, that will remain to be seen. There is still some desire to start every meeting back at law one, which has resulted in the higher-numbered laws receiving little attention.

We have a current goal of attempting to finish the meetings in Verona, have the scribe draft the changes agreed to by the DC, circulate that draft to interested parties and promulgate the draft in 2007.

The DC has been working on the internet and have reached a general consensus through law 22 with the exception of 12 and 16 which were determined to be too difficult to discuss other than face-to-face.

It is my recommendation to the ACBL LC that it authorize one of its co-chairman to prepare a concise list of laws that the ACBL LC has voted to change or keep in present form and submit it to the DC prior to Verona. I do not believe that the prior attempts to assist the DC by merely submitting copies of minutes have been effective. I would suggest, as an example, that the claims laws should allow/not allow/may allow play to continue after a contested claim and any necessary follow-up to the suggested change. I

emphasize that, practically, this could be the last chance to influence the substance of the new draft.

Last, in the event that Ralph is unable to attend the DC meetings in Verona, perhaps Chip could be authorized to substitute for him if Chip is willing and able to do so. I don't believe that the DC would object. We are planning on meeting for 2 days after the tournament and hopefully for several sessions during the tournament.

Exhibit 2

Discussed at the ACBL Laws Commission meeting in Dallas:

Scope of the Laws: "The Laws are primarily designed not as punishment for irregularities, but rather as redress for damage."

There is disagreement within the ACBL LC about this phrase, and so it may be causing confusion for TDs and players as well. Some of us believe that it means that, with a few exceptions such as for revokes, if no damage results from an irregularity then there will be no adjustment to the score. If that is the intent then it could stand to be clarified.

6D2 (cards not dealt): Sponsoring organizations sometimes have violated this law, for instance when hand records have accidentally been reused, or if a board is not reshuffled from a Swiss match with no participants in common, or for "instant matchpoint" games based on results from another part of the world. Can such boards, if discovered, ever stand, and if so when?

Chip Martel also pointed out a situation only possible with modern technology, where a Duplicate set from a previous session was reused with the suits rotated. The deals were identical except that the spades became hearts, the hearts diamonds, and so on. There is likely no need to address such a bizarre occurrence explicitly. It seems to be addressed adequately by the current law, since it is clear that the cards were not shuffled.

9A: I don't recall what we discussed. Someone mentioned that while the laws say that "Summoning the Director does not cause a player to forfeit any rights" it seems that a player who calls the TD will forfeit some rights when partner's revoke has not yet been established. I don't think that's a contradiction, though, since that sentence occurs under the heading "After Attention Is Called to an Irregularity".

12C2: While the ACBL LC still prefers this law to 12C3 we find several ambiguities in the first sentence that could be clarified:

"When the Director awards an assigned adjusted score in place of a result actually obtained after an irregularity, the score is, for a non-offending side, the most favorable result that was likely had the irregularity not occurred or, for an offending side, the most unfavorable result that was at all probable."

i. In a UI case when one player makes UI available and his partner has chosen an illegal logical alternative, is the irregularity in the phrase "had the irregularity not occurred" the act which created the UI, the choosing of the illegal LA, or some combination?

We are told that this ambiguity is one that only the ACBL seems to have trouble with, and that to the rest of the world it is clear that the irregularity in question is the act of choosing the illegal LA. If that is the case

we would still appreciate a clarification, since we would prefer laws as little potential for misinterpretation as possible.

ii. Is the phrase "had the irregularity not occurred" to be understood after "the most unfavorable result that was at all probable"? The sentence can be parsed either way. If it is to be understood it should probably be added explicitly to avoid the ambiguity, and in that case the meaning becomes clear. If it is not to be understood then some other way of resolving the ambiguity would be useful. In addition some guidance should then be given for the interpretation of the phrase, since it is not obvious to many of us.

Note that the WBF LC discussed this issue in Montreal, though with the goal of interpreting the '97 laws rather than clarifying or improving their wording.

iii. Definitions of "likely" and "at all probable" would be useful. The ACBL LC has issued the guidelines of roughly one chance in three and one chance in six respectively. If this matches the intent of the drafting committee it should be made explicit, since the idea of a result with less than 50% probability being "likely" is one that some find counter-intuitive.

iv. If the "one chance in three" guideline is adopted then guidance will still be required for the rare case where no outcome is judged that likely. Suppose the TD or AC judges that five outcomes are equally likely. This probably makes all five both "likely" and "at all probable," but the laws should provide explicit guidance for such a situation.

16: We know this one is still under discussion. We'd like to see the definition of Logical Alternative clarified, and clarified in a way that maintains or strengthens the incentive for a player to carefully avoid gaining an advantage from any UI.

20F1: May a player enquire about the meaning of a single call, rather than the entire auction? If he does, does he run the risk of making UI available? Note that in the ACBL players routinely enquire about the meaning of a single call when it has been alerted, and often enquire about single calls otherwise. Most players don't realize that they don't have this right.

20F2: "After the final pass and throughout the play period, either defender at his own turn to play may request an explanation of opposing auction."

Can a player thereby receive a review to which he is otherwise unentitled? The way this is practiced at the table is that players ask about the meaning of specific calls, but this seems to be a violation of 20F1.

45c2 (compulsory play of declarer's card): We noted that the draft we saw in the spring of 2005 contained an improvement to wording in the '97 laws.

68: The procedure for dealing with a defender's claim should be made explicit.

68: The laws should give the TD instructions on how to proceed when he is called to the table and finds that declarer has faced his hand but made no statement. Should the TD now accept a statement, and does it matter whether the statement is or is not a "sure-trick" line?

72b1: Is Chaplain's distinction between damage which is subsequent and consequent to an infraction embedded in the laws, and if so which laws? One possibility is through the use of 72b1 to adjust the score of the offenders when the non-offenders are deemed to have been damaged through their own egregious error subsequent to an infraction. If this is the intent of the drafting committee it should be made explicit.

88 (60% of the matchpoints to a pair unable to play a board through no fault of their own): This law has been ignored when it was judged to unfairly disadvantage some contestants, for instance during the Open Pairs final in Lille. If the TD and/or Tournament Committee may do this then the laws should say so explicitly, and perhaps provide guidance as to when a different procedure would be appropriate.

Chip Martel notes: "There seems to be a general agreement that when a pair cannot play multiple boards (in an extreme case an entire session when a dealing/duplicating screw up occurs) that 60% per board is often not a good adjustment. Some greater flexibility in dealing with such situations should be put into the laws."

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MINUTES OF THE ACBL LAWS COMMISSION
HILTON HAWAIIAN VILLAGE, HONOLULU, HI
NOVEMBER 18, 2006

MEMBERS PRESENT:

Allan Falk	Eric Rodwell
Robb Gordon	Matt Smith
Dan Morse	John Solodar
Jeff Polisner	Peggy Sutherlin
Ray Raskin	Adam Wildavsky

ALSO PRESENT:

Rick Beye	Olin Hubert
Gary Blaiss	Tadashi Yoshida
Joan Gerard	

The meeting was called to order at 10:00 A.M. by Jeff Polisner acting as Chairman in Chip Martel's absence.

The minutes of the Chicago meeting were approved unanimously.

Jeff Polisner reported on the status and procedures of the WBF Drafting Committee. A side by side draft of the laws has been created. This draft is being sent to some Zonal Authorities for review.

Jeff emphasized that the drafting committee is not seeking comments on philosophy as those matters have been agreed. The drafting committee is looking to eliminate confusing wording, ensure there are no omissions and closing any holes.

It is projected that the drafting committee will have a final draft submitted to the WBF Executive Counsel for approval in Shanghai. After this approval, it is expected that the new version of the Laws will become effective in 2008. Distribution to members of this Commission of the present draft will be at the discretion of its Chairman, Chip Martel. These will be distributed, most likely, by e-mail.

Jeff suggested that comments be sent to Gary Blaiss who will communicate the suggestions to the WBF Drafting Committee.

This Commission authorizes ACBL Management to add a footnote to the Laws of Contract Bridge (rubber bridge laws) that, for multi-table events, both sides may receive the bonus for an unfinished game or rubber, if appropriate.

In the matter of the use of the word acquiescence in law 63 A 3, the Commission decided (with one objection) that tournament directors must use the definition of acquiescence as stated in law 69 A to determine whether a revoke was established after the revoking side acquiesces to a claim or concession.

Jeff Polisner raised the issue of whether there could be unauthorized information (UI) arising from the non-Alert of a call which by agreement does not require an Alert when the bidder has misbid. Example: 1♣– Pass – 2♠ where the 2♠ spade call was strong by agreement but the 2♠ bidder had a weak jump shift. The Commission was in unanimous agreement (except for Polisner) that, yes, this was UI.

Rick Beye wanted confirmation that it was illegal to have conventional agreements to handle irregularities (such as insufficient bid) by an opponent. The Commission was in unanimous agreement that this was illegal as currently regulated in the ACBL.

The meeting was adjourned at 11:15 AM.