

ACBL Laws Commission Agenda

Date: March 22, 2014

Day: Saturday

Time: 10:00 AM

Hotel: Sheraton Dallas Hotel

Room: Pearl 2

1. Meeting called to order.
2. Approval of Phoenix, Fall 2013 minutes. (Attached - pages 1-4).
3. Suggestions for changes in the next draft of the laws: Introduction, Laws 8,12,13,16 . (Attached - pages 5-9).
4. Overview of the new draft of the Rubber Bridge laws (Al Levy WBF) . (Attached - pages 10).
5. Old Business: Law 12C1(c) Considerations. (Attached - pages 11).
6. New Business

NOTE: To participate by conference call: Please call toll free #800-467-4666 and then dial 3189# and then enter conference room 32255#.

ACBL National Laws Commission
2013 Fall Meeting in Phoenix, Arizona
Saturday, November 30, 2013

Members Present:

Chip Martel, Chairman
Adam Wildavsky, Vice Chairman
Peter Boyd
Allan Falk
Mike Flader
Ron Gerard
Robb Gordon
Rebecca Higgins
Matt Koltnow
Al Levy
Jeffrey Polisner
Eric Rodwell
Matt Smith
Howard Weinstein

Also Present:

Dan Plato, Tournament Operations

The meeting was called to order at 10:05 a.m.

1. The minutes from the St. Louis, Spring 2013 were corrected and approved (with the addition of Mike Flader to the list of those in attendance).
2. Al Levy reported on items addressed by the WBF in Bali, September 19, 2013. Minutes from that meeting were included with the agenda for this Commission. Items discussed:
 - A. Detailed discussions which are speculative will not appear on the WBF website, but can be found in a separate set of minutes for the NBO.
 - B. The Laws Committee agreed that in the next version of the Laws, a lead out of turn at trick 13 will not be allowed. (under current Law, it is possible to lead out of turn at trick 13).
 - C. Anticipate there will be few changes in the next edition of the WBF Laws.
 - D. By ACBL motion the ACBL pays expenses for one Laws Commission member (selected by the ACBL Laws Commission) to attend the WBF Laws Committee meeting(s) at world championships. Adam Wildavsky, a member of the WBF Laws Committee, was selected for this purpose, and attended the meeting in Bali.
 - E. The WBF Executive Council voted to eliminate Appeals Committees, starting in 2014. There was a discussion on the form of appeals in WBF events. In the WBF the main consideration for an appeal is whether the proper process has been followed.

- F. Adam Wildavsky, now also a member of the WBF LC, has agreed to act as liaison between the ACBL LC sub-committee considering changes for the 2017 laws and the WBF LC.

3. Designation by Declarer of card to be played (Laws 45 and 46).

If after 1C-2C-3N Declarer leads a diamond when Dummy is void and says “ruff it.”

1. What is Dummy to say?
2. Has Declarer called a low club?
 - A. The call to “ruff it” brings into question the concept of “Declarer’s Incontrovertible Intent.” Dummy is Declarer’s agent—if Dummy was absent at the time it is clear that Declarer would reach for a club to play to the trick.
 - B. Dummy should endeavor not to announce the contract should it become clear that Declarer has “lost his way.”
 - C. In private conversations with Declarers, most would admit that they had intended to call a small club and that they had indeed forgotten the contract.
 - D. Even if clubs were not put in the trump slot it may still be an Incontrovertible Intent to play a card from the trump slot. (Such as situations where dummy has put Declarer’s long suit in the trump slot.)
 - E. In rare cases Declarers are making a glib statement. Here it should be obvious that it is not Declarer’s Incontrovertible Intent to call for a non-existent trump card.
 - F. We should not allow Dummy to claim he is “preventing an irregularity” by trying to point out he can’t play a card that doesn’t exist. He may try to prevent a subsequent lead from the wrong hand.

In a diamond contract Declarer leads a club loser from Dummy and says “playing the 9 of diamonds” as he faces the 9 of hearts (Laws 45C2 and 45C4). The Commission considered the following:

- A. Does whichever comes first rule?
- B. If simultaneous does the tie go to the non-offending side? Or do words supercede the action of playing a card?

Ultimately the Commission agreed it is up to the Director’s interpretation, and application of this Law is dependent upon trying to discover Declarer’s intent. If other play at the table may have influenced Declarer to possibly change the play of a card, such change should not be allowed. (Small club led from Dummy and Declarer says “I’m ruffing with the 9 of diamonds.” He sees the 10 of diamonds played by RHO and now plays the 9 of hearts. In this case we would require the play of the 9 of diamonds if he holds that card.)

4. Authorized and Unauthorized Information for the offenders after an infraction (Law 50).
 - A. Referenced a memo from Allan Falk attached to the agenda.
 - B. Is a defender allowed to know that partner must play “a” penalty card or “the” penalty card?

- C. If offender has a penalty card, say the K of spades, if the auction suggests that partner only had 3 points and the card is withdrawn and replaced in the hand, the problem lies in that it may lead the partner to draw inferences about his partner's hand.
- D. 50.E.3 remains available to adjust scores in favor of the non-offending declaring side.
- E. If the penalty card is still seen, partner can make use of that knowledge. (No requirement to crash honors, for instance)
- F. Clarity does not exist as to what is authorized and unauthorized information relative to penalty cards, both those still exposed and those withdrawn.
- G. Straw poll of points of view:
 - 2 Votes—Allan's view, "all offender's partner is allowed to know is that a penalty card exists—all other information is 100% unauthorized." (most restrictive)
 - 11 Votes—Ton and Matt's point of view—"offender's partner is allowed to know that this specific card exists, but is not allowed to draw an inference as to the rest of the offender's holding"
 - 1 Vote—Peter's view, "offender's partner can use all information available from the knowledge that his partner must play that card (for example, he can underlead to it.) And, he can draw any inferences he wishes from the knowledge that partner was dealt that card. For example, he can "count points" and draw conclusions about what other cards declarer or partner might hold. However, he may not draw inferences from the fact that partner led that card (e.g. if the King led, that partner has the Q).
- H. Deferred discussion on whether Declarer's choice on what to do with the penalty card (prohibit, require, allow any lead) is UI.
- I. Final decision by the Commission was to recommend changing the word "a" to "the" penalty card for 50.E.1.

5. Clarification of Law 12.C.1.b which states "If, subsequent to the irregularity, the non-offending side has contributed to its own damage by a serious error (unrelated to the infraction) or by a wild or gambling action, it does not receive relief in the adjustment for such part of the damage as is self-inflicted. The offending side should be awarded the score that it would have been allotted as the consequence of its infraction only."

- A. Referenced an email from Ton Kooijman, Chairman of the WBF Laws Committee including examples.
- B. Because of lack of clarity the committee recommended drafting a better version of 12.C.1.b and to defer action at this time. A new draft would consider previous law versions and current practice. Phrases to consider rewriting include "such part of the damage" and "serious error." "Unrelated to the infraction" should be considered "subsequent not consequent." Goal is to make this relatively simple to apply.
- C. ACBL has no official position at this time in reference to Ton Kooijman's opinion. ACBL has no official procedure to apply in this situation.

6. Laws of Contract Bridge (for rubber bridge) rewrites are completed and ready to be published according to Al Levy.

Meeting adjourned at 12:00.

PROGRESS NOTES
Suggested Revisions for the 2017 LAWS

This describes some suggestions developed for the next edition of the laws.

Introduction: Include a statement that Table of Contents, Heading, subheadings and titles are not part of the Laws but an aid to navigation; add a statement about the definitions similar to the following.

1. These definitions are part of the Laws.
2. Words defined in this section shall have the meanings specified whenever they appear in the Laws that follow, unless another meaning is specifically stated in a particular Law, in which case the specific definition within a particular Law shall apply to that Law, but only to that Law.
3. Where the definitions provide a meaning for a word that is a verb, a derivative noun, adjective, or adverb not separately defined shall have the meaning appropriately derived from the verbal definition, and vice versa, using the established principles of the English language. Verb tense does not affect definition. For example, there is a definition of "rectification" (see below), a noun; the verb "rectify" is not defined separately, but under this principle would be derivatively defined as "the application of the remedial provisions of Law when an irregularity has come to the Director's attention."
4. Unless demonstrably inconsistent with the context of a particular Law, the singular embraces the plural, the plural the singular, and in the use of pronouns, the masculine equally embraces the feminine and vice versa.
Retain the present wording of established usage of may, must, etc.

Definitions: Should be enlarged to include words that are now defined inside a law unless that word is used with a meaning that applies only to that one law. Therefore, this section will be "open" as a drafting committee goes through the numbered laws.
Consideration should be given to modifying some of the current definitions such as "penalty" and "rectification."

Law 8: Part A – Change 2 to "Unless the Director instructs otherwise, the North player or a contestant remaining at the table is responsible for moving the boards just completed at his table to the proper table for the following round and for assuring that the correct boards have been brought to his table for the new round."

On a related note, add to Law 81C new subrule C4:
"The director may order that play of a board or session by one or more pairs be postponed or cancelled at any time during a session. If cancelled the Director shall assign scores in the exercise of the director's disciplinary powers. This authority supersedes any contrary provision of Law 8B or C."

Comment [C1]: How much does this happen? Is it always what was intended? If not often, maybe better to list all variations it is to apply to>

Comment [C2]: Maybe too broad (or at least note this is an unusual occurrence)?

LAW 12

In Law 12C1(b), "serious error" should be replaced by "egregious error" (with the implicit understanding that this is measured by the standard of the "class of players in question" as per 16B1(b), although Chris is not happy with that phraseological formulation of the concept).

There was also a consensus that for purposes of Law 12 an adjusted score (in the sense of a posited result, whether +110, -1430, etc.) should always be preferred, where reasonably possible, over an artificial adjusted score (which is either a percentage, whether of matchpoints or VPs, or a fixed number of IMPs, matchpoints, VPs, etc.) to discourage directors and committees from avoiding their responsibility of determining, to the extent feasible, what would likely have occurred but for the infraction.

In Law 12, except where the contest is an individual event, wherever "contestant" appears it should be replaced by a plural, or plural form such as "pair".

Also, 12C4 is somewhat confusing by virtue of its placement as a separate subrule, when logically it is a special case within C1(e) and (f), and should be relocated accordingly. Probably (1)(f) should become (1)(e)(iii) with C4 becoming (C1)(e)(iv) (with "contestant" replaced by "pair" or "side").

Other Points concerning Law 12--No Consensus:

There was advocacy for the following points, but no consensus:

A definition of both "adjusted score" and "artificial adjusted score" should be added to the Definitions section, so the concepts and distinctions are clarified; suggested:

Adjusted score: A form of rectification in which two scores, one for each pair at the table, is entered as a result of a Director's (or Appeals Committee's) ruling under a Law requiring or permitting such action, which scores may be in the form of a percentage of available matchpoints (e.g., 60% NS/40% EW), an IMP differential (plus or minus) (e.g., NS +3 IMPs/EW -3 IMPs), or a score datum (e.g., +430 NS/+100 EW), not necessarily reciprocal for each pair, to be entered for matchpointing, IMP comparison, or similar purpose.

Assigned score: A form of rectification, in which two scores, one for each pair at the table, is entered as a result of a Director's (or Appeals Committee's) ruling under

- a Law specifying the awarding of tricks (see e.g., Laws 45 and 64) on a board,
- a Law specifying a sequence of play (see, e.g., Law 51) that leads to a result on a board, which scores must be in the form of a score datum (such as +480 NS/-480 EW) necessarily reciprocal for each pair, to be entered for matchpointing, IMP comparison, or similar purpose.

2. An artificial adjusted score is, depending on the method of scoring in use, either:

- a percentage of the matchpoints,
- a positive or negative number of IMPs or victory points,
- a positive or negative number of total points, or
- a combination of (a), (b) and/or (c) where hybrid scoring is used.

Replace "wild" with something like "irrational" and define "irrational" as including both "inconsistent with bridge logic for the caliber of player" AND "inconsistent with previous action by the same side", so it covers the situation that arises when we stop in 3H, are confronted with an infructuous 3S (after a hesitation or other UI), and now we bid 5H or 6H or something equally absurd GIVEN THAT WE PREVIOUSLY WERE CONTENT TO PLAY A HEART PARTIAL. "Wild or gambling" is something phraseologically, and legally, very different than "gambling" in isolation—the rules of "ejusdem generis" (when relevant cases are iterated prior to use of a generic term, things which fall under the generic rubric must be of the same quality and kind as those initially listed) and "noscitur a sociis" (a thing has meaning based on the company it keeps, or context) tell us Lawmakers that "wild or gambling" means that, to be classified as such, a bid or play must be more than simply risky or against the odds, it must be borderline irrational and unjustifiable. That 7 experts did not make a certain bid in no way evidences that the bid not made fits that category; an adjudicator needs to consider the player's reasons for what he did, which might include state of match, partnership style, etc. Every bid is technically a gamble, and we certainly don't want to give the offenders a free pass whenever this Law applies.

12A2. Introduce with a proviso: "If the Director cannot reasonably assign an adjusted score, * * *" (This would clarify the preference for avoiding artificial adjusted scores on which there was consensus).

12A3 "may" should be changed to "must", with a proviso for artificial adjusted score so it would read as follows:

3. The Director must award an adjusted score if reasonably possible, or in the alternative an artificial adjusted score, if there has been an incorrect rectification of an irregularity.;

12C1(a) and (c) The current Law uses the term "assigned adjusted score", which is both undefined, and seemingly has two contradictory meanings. In C1(a), it appears to mean "[normal] adjusted score", that is, 3C making 3 for +110 or whatever, while in C1(c) it clearly means "artificial adjusted score". There are only two types of adjusted score, but the current Law uses 3 terms. In C1a, "assigned adjusted score" should be replaced by "adjusted score", while in C1c (which we don't use in ACBL and don't much care about) that phrase should be replaced by "artificial adjusted score".

The footnote to current C2(c), summarizes how ACBL handles artificial adjusted scores, but the ACBL method as reported there appears to facially contradict, or at least render nugatory, current C1(f). If this policy is to remain under the new Laws of 2017, then C1(f) (which should become C1(e)(iii)), will need to include a proviso to this effect: "A sponsoring organization may by general regulation require that the scores awarded to the two sides must balance in all or in specified forms of contest."

In current C3, the Director is told he "shall not" impose a procedural penalty on an innocent player whose partner, in an individual event, earns a disciplinary sanction. Because directorial use of disciplinary powers is not reviewable, in keeping with the current Laws hierarchy of obeisance terminology, "shall not" should probably be replaced by "must not". (See the 2008 Introduction, p. iv).

Law 13

A. [~~Director Deems Normal Play--DELETE~~] Call Made

When the Director determines that one or more hands of the board contained an incorrect number of cards (but see Law 14) and a player with an incorrect hand has made a call, then when the Director [~~deems that the deal can be corrected and played, the deal may be so played with no change of call. At the end of play the Director may award an adjusted score--DELETE~~] judges:

1. that the unauthorized information is unlikely to interfere with normal bidding or play, the Director allows the board to be played and scored. If he then considers the information has affected the outcome of the board, the Director shall adjust the score. In either case, the Director may penalize an offender (see Law 90).
2. that the unauthorized information is of sufficient importance as to interfere with normal bidding or play, the Director shall award an artificial adjusted score and may penalize an offender (see Law 90).

Delete B and C becomes B etc.

B [formerly C]. Play completed

When it is determined after play ends that a player's hand originally contained more than 13 cards with another player holding fewer (but see Law 13E).....

LAW 16

There was no consensus to change anything substantively; there was some sentiment to make a variety of revisions:

16A A great deal of clarity as well as economy of verbiage might be achieved by adding definitions of "authorized information" and "unauthorized information" to the Definitions section. Some clarification and tightening up of phrasing would then be desirable and achievable; for example, current 16A1(d) does not really specify what kind of information possessed before a player took his hand from the board is OK (although some seems to be iterated in 16A2) and what is not--some OK types may be: estimate of the quality of each opponent, my partner and myself; the effect of changing vulnerability conditions; the mindset of my opponents and my partnership as the round begins (judging the former from overhearing angry words, laughter, etc. but not by the content of any reference to results), while not OK might be: partner's and my style or tendency with regard to preempts, opening bids of every type, etc. without full disclosure; our history of psyching (again, without full disclosure); our tendency or toleration of systemic violations (Meckwell often remark that they are always free to take whatever action they think best, even if contrary to system), etc. Most of these things cannot be adequately disclosed, or disclosure is not possible or practicable in a round of 2-3 boards.

Comment [C3]: Unfortunately defining these precisely is difficult, but could still provide some good guidance in the definitions without trying to be all encompassing.

No one wants to repeal current Law 40A3 and C1 in substance. However, as technology permits the accurate tracking of psychics both for individual players and pairs, sponsoring organizations

need explicit permission to both require reporting and compilation of statistics (with appropriate redress where non- or incomplete disclosure of psychic history causes damage or puts the other side at a disadvantage) and related data and to regulate or prohibit certain categories.

No one was terribly happy with the current phrasing of Law 16B(1)(a) or (b) or D2, but there was no consensus on how this recurrent laws writing difficulty might be resolved. There was a reluctant appreciation of the struggle previous draftspersons undertook to solve this possibly insuperable headache. For example, "was suggested" for 16B1(a) is not strong enough, and opens the discussion to the subjective protestations of the communicator's partner which no one wants, but "could have been suggested" is correlatively too strong, as almost anything fits that category. While the addition of "demonstrably" to "could have been suggested" is useful, it seems to make application of the law turn on the advocacy skills of the NOS or the committee members rather than some objective standard that would produce more consistency over differences in personnel. It is also very important that, after, say, a hesitation and a bid, that the partner of the hesitator not be in a "lose-lose" position, where he must either choose a losing action, or have the losing option later thrust upon him (the example discussed was 4S P P 4NT after long thought, with 2nd chair having a 5 1/2 club bid). Again, the ability to record and statistically analyze both individual and pair experience--a pair that always "guesses" correctly ought to have its good results countermanded, while a pair whose track record is within the normal bell curve (one would expect experts to do better than 50%, but not better than 60%-65%) is probably playing ethically and should have its results left undisturbed--may be the way to break the impasse and produce a more fair system of administering the principles to which all players should adhere.

In B1(a) move definition of extraneous information to Definition section.

In B1(b) move definition of logical alternative to Definition section.

The drafting committee (Roger Stern and I) in collaboration with the Card Committee of the Portland Club, have finished updating the Laws of Contract Bridge. The Portland Club will publish their version (slightly different from the ACBL version) April 1. The ACBL version will be published after final approval from the Laws Commission (PDF version was distributed by email earlier), and copyright and publishing issues have been handled. The manuscript is in publishable form, both for hard copy and e-file.

The main update decisions:

While the definition of “rectification” is added, the text of the Laws (except in one case) uses “penalty” as it did in the previous (2003) version. The Card Committee of the Portland Club was in full agreement.

Some definitions have been changed, including: Bid; Contract; Double; and Redouble. The term “odd-tricks” has been eliminated. Pack (British) is changed to Deck.

Laws 20 and 41 state that “A player should ask questions ... for himself and not to help partner in any way.

Law 53 and Law 55 (lead out of turn) that either defender without consultation, may accept or reject.

Law 16, and Club Law 16 – UI, now states that attention to an offense or possible offense may be raised at any time, including after the deal is complete.

Significant changes to the 2007 Duplicate Laws have been incorporated. In particular, Law 27 regarding replacing an insufficient bid and Laws regarding revokes have been updated.

In Chicago Four-Deal, 2nd and 3rd hand vulnerabilities may be reversed, at players’ option.

Law 12C1(c) Considerations

Law 12C1(c) states: "In order to do equity, and unless the Regulating Authority forbids it, an assigned adjusted score may be weighted to reflect the probabilities of a number of potential results." This law is applied in the WBF, and in virtually every other bridge organization that is a part of the WBF. Currently, by Board of Directors election the ACBL forbids its use. Below for consideration are a few examples of how the law might be applied.

1. A pair gets to 3NT due to misinformation from an opponent. 3NT goes down one on normal play. When the NS hands are polled to peers in the blind, six of six pairs arrive in 6D with the correct information about the opponents' agreements. The success of 6D depends upon declarer blindly guessing a suit of Kxx opposite Q109x (a suit the opening leader would never lead).

This is the simplest kind of case to apply 12C1(c) where only the number of tricks in one possible assigned contract is the issue. The non-offenders are customarily given some consideration in the ruling, so the adjustment might be something like 60% of 6D making, and 40% of minus 50.

2. A pair gets to 3NT due to misinformation from an opponent. 3NT goes down one on normal play. When the NS hands are polled to peers in the blind, three of six pairs arrive in 6D with the correct information about the opponents' agreements. The other three pairs arrive in 5D. The success of 6D depends upon declarer blindly guessing a suit of Kxx opposite Q109x (a suit the opening leader would never lead).

Here some consideration in weighting would be given to whether the pair gets to 6D or stops in 5D as well as how many tricks might be taken. The weighting here might be something like 30% of 6D making 6; 20% of 6D down one; 30% of 5D making 6; 20% of 5D making 5.

3. NS get to a vulnerable 4S and East bids 5H after getting unauthorized information from partner that suggests the save. 4S is cold for four, while 5H doubled goes for 300. Taking the save is a 75% action absent the UI.

This is not a case where 12C1(c) is applied in other jurisdictions. Weighting is not used to determine whether an action is a logical alternative or not. The adjustment would be 100% of 4S making five for both sides.