

MINUTES OF THE ACBL LAWS COMMISSION
MARRIOTT HOTEL, SAN FRANCISCO, CA
NOVEMBER 24, 2007

MEMBERS PRESENT:

Chip Martel, Chairperson	Matt Smith
Adam Wildavsky, Vice-Chair	Peggy Sutherlin
Alan Falk	Jeffrey Polisner
Robb Gordon	Ray Raskin
Dan Morse	Eric Rodwell

ALSO PRESENT:

Rick Beye	Matt Koltnow
Gary Blaiss	Tadashi Yoshida

The meeting was called to order at approximately 9:30 AM by Chip Martel.

The minutes of the Nashville meeting were approved.

The Commission decided to accept the change in title and, in fact, in order to ensure that the ACBL version of the Laws is the same as the WBF version, accepts as the ACBL version the draft approved by the WBF.

The Commission reviewed the revised laws that extended an opportunity to ACBL as the regulating authority to select an option other than the default. After review, the Commission suggests the following to the ACBL Board of Directors: (Note: Each complete new law cited below is attached to these minutes.)

1. 12 C 1 (e) shall be used in ACBL not 12 C 1 (c) [we elect no weighted adjustments].
2. 16 B 2: do not use the option that prevents players from reserving their rights.
3. 18 F: continue the statement in the current laws concerning bidding methods.
4. 20 G: do not permit players to consult their own convention cards.
5. 40 A 2 and 40 B 1 concern conditions of contest decisions rather than legal options and the Commission leaves it to Conventions and Competition Committee to advise the ACBL.
6. 40 B 2 (a): Accept the default of the general requirement that the meaning of a call or play shall be the same regardless of which member of the pair makes it – no election. This continues the current ACBL requirement that both members of a partnership must play the same system.
7. 40 B 2 (b): Accept the default that, except for the declaring side during the clarification period, a player may not consult his convention card once the auction period starts until the end of play – no election.

8. 40 B 2 (c): It is suggested that, in addition, a player be permitted to consult an opponent's convention card at RHO's turn to call.
9. 40 B 2 (d): The Commission leaves it to the Conventions and Competition Committee to advise the ACBL.
10. 40 B 3: ACBL should select this option to disallow prior agreement to vary partnership understandings during the auction following a question, response or irregularity.
11. 61 B 3: ACBL should not prohibit a defender from asking partner whether a card of the suit led is held. Not prohibiting this continues current ACBL practice.
12. 70 E 2: It is for the ACBL Tournament Department to present such a proposal to the ACBL Board of Directors for approval. However, the Commission requests that any proposal be sent to the Commission for review and comment.
13. 93 C 1: The ACBL already has a regulation concerning further appeal from the decision of a bridge appeals committee.

Since time permitted, a review of the laws needing an interpretation was started, to be continued by e-mail and at subsequent meetings.

12 B 1 was discussed. There was a consensus that the wording of the first sentence was to be interpreted such that there is no change to current practice.

12 C 1 (e) ii is to be interpreted such that the words "had the irregularity not occurred" are inserted between "probable" and the period ending the sentence.

The meeting was adjourned at 12:30 PM.

**Attachments to Laws Commission Minutes – 2007-3 NABC – San Francisco, CA
Text of Laws referenced in body of Minutes – Items 1 through 13**

Item 1.

LAW 12 - DIRECTOR'S DISCRETIONARY POWERS

C. Awarding an Adjusted Score

1. (e) In its discretion the Regulating Authority may apply all or part of the following procedure in place of I:

(i) The score assigned in place of the actual score for a non-offending side is the most favorable result that was likely had the irregularity not occurred.

(ii) For an offending side the score assigned is the most unfavorable result that was at all probable.

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C. Awarding an Adjusted Score

1. (c) 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.

Item 2.

LAW 16 AUTHORIZED AND UNAUTHORIZED INFORMATION

B. Extraneous Information from Partner

2. When a player considers that an opponent has made such information available and that damage could well result he may announce, unless prohibited by the Regulating Authority (which may require that the Director be called), that he reserves the right to summon the Director later (the opponents should summon the Director immediately if they dispute the fact that unauthorized information might have been conveyed).

Item 3.

LAW 18 - BIDS

F. Different Methods

Regulating Authorities may authorize different methods of making calls.

Item 4.

LAW 20 - REVIEW AND EXPLANATION OF CALLS

G. Incorrect Procedure

1. It is improper to ask a question solely for partner's benefit.

2. Except as the Regulating Authority allows a player may not consult his own system card and notes during the auction and play periods, but see Law 40B2(b).

* When the calls are not spoken responders must ensure that it is clear to an enquiring opponent what calls have been made.

** Declarer's first turn to play is from dummy unless accepting an opening lead out of turn.

Item 5.

LAW 40 - PARTNERSHIP UNDERSTANDINGS

A. Players' Systemic Agreements

2. Information conveyed to partner through such understandings must arise from the calls, plays and conditions of the current deal. Each player is entitled to take into account the legal auction and, subject to any exclusions in these laws, the cards he has seen. He is entitled to use information specified elsewhere in these laws to be authorized. (See Law 73C.)

B. Special Partnership Understandings

1. (a) In its discretion the Regulating Authority may designate certain partnership understandings as "special partnership understandings". A special partnership understanding is one whose meaning, in the opinion of the Regulating Authority, may not be readily understood and anticipated by a significant number of players in the tournament.

(b) Whether explicit or implicit an agreement between partners is a partnership understanding. A convention is included, unless the Regulating Authority decides otherwise, among the agreements and treatments that constitute special partnership understandings as is the case with any call that has an artificial meaning.

Item 6.

LAW 40 - PARTNERSHIP UNDERSTANDINGS

B. Special Partnership Understandings

2. (a) The Regulating Authority is empowered without restriction to allow, disallow, or allow conditionally, any special partnership understanding. It may prescribe a System Card with or without supplementary sheets, for the prior listing of a partnership's understandings, and regulate its use. The Regulating Authority may prescribe alerting procedures and/or other methods of disclosure of a partnership's methods. It may vary the general requirement that the meaning of a call or play shall not alter by reference to the member of the partnership by whom it is made (such a regulation must not restrict style and judgment, only method).

Item 7.

LAW 40 - PARTNERSHIP UNDERSTANDINGS

B. Special Partnership Understandings

2. (b) Unless the Regulating Authority provides otherwise a player may not consult his own system card after the auction period commences until the end of play, except that players of the declaring side (only) may consult their own system card during the Clarification Period.

Item 8.

LAW 40 - PARTNERSHIP UNDERSTANDINGS

B. Special Partnership Understandings

2. (c) Unless the Regulating Authority provides otherwise a player may consult his opponent's system card

- (i) prior to the commencement of the auction,
- (ii) during the Clarification Period, and
- (iii) during the auction and during the play but only at his turn to call or play.

Item 9.

LAW 40 - PARTNERSHIP UNDERSTANDINGS

B. Special Partnership Understandings

2. (d) The Regulating Authority may restrict the use of psychic artificial calls.

Item 10.

LAW 40 - PARTNERSHIP UNDERSTANDINGS

B. Special Partnership Understandings

3. The Regulating Authority may disallow prior agreement by a partnership to vary its understandings during the auction or play following a question asked, a response to a question, or any irregularity.

Item 11.

LAW 61 - FAILURE TO FOLLOW SUIT - INQUIRIES CONCERNING A REVOKE

B. Right to Inquire about a Possible Revoke

3. Defenders may ask declarer and, unless prohibited by the Regulating Authority, may ask one another (at the risk of creating unauthorized information).

Item 12.

LAW 70 - CONTESTED CLAIM OR CONCESSION

E. Unstated Line of Play

2. The Regulating Authority may specify an order (e.g. “from the top down”) in which the Director shall deem a suit played if this was not clarified in the statement of claim (but always subject to any other requirement of this Law).

* For the purposes of Laws 70 and 71, “normal” includes play that would be careless or inferior for the class of player involved

Item 13.

LAW 93 - PROCEDURES OF APPEAL

C. Further Possibilities of Appeal

1. Regulating Authorities may establish procedures for further appeals after the foregoing procedures have been exhausted. Any such further appeal, if deemed to lack merit, may be the subject of a sanction imposed by regulation.

LAW 12 - DIRECTOR'S DISCRETIONARY POWERS

B. Objectives of Score Adjustment

1. The objective of score adjustment is to redress damage to a non-offending side and to take away any advantage gained by an offending side through its infraction. Damage exists when, because of an infraction, an innocent side obtains a table result less favourable than would have been the expectation had the infraction not occurred – but see C1(b).

C. Awarding an Adjusted Score

1. (e) In its discretion the Regulating Authority may apply all or part of the following procedure in place of (c):

(i) The score assigned in place of the actual score for a non-offending side is the most favorable result that was likely had the irregularity not occurred.

(ii) For an offending side the score assigned is the most unfavorable result that was at all probable.