



**MINUTES OF THE MEETING OF THE EBU LAWS & ETHICS COMMITTEE
HELD AT 40 BERNARD STREET, LONDON WC1
ON WEDNESDAY 14TH JANUARY 2004**

Present:	Martin Pool	Chairman
	Richard Fleet	Vice-Chairman
	Steve Barnfield	
	Max Bavin	Chief Tournament Director
	Jeremy Dhondy	
	David Martin	
	David Stevenson	
	Grattan Endicott	Vice-President
	Gerard Faulkner	Vice-President
	Nick Doe	Secretary

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|-----------|------------------------------|--------------|-------------------|
| 1. | Apologies for Absence | Philip Mason | EBU Vice-Chairman |
| | | Denis Robson | EBU Chairman |

Mr Barnfield, who was delayed due to work commitments, had also sent apologies for late arrival.

2. Minutes of Previous Meeting (22nd October 2003)

2.1 Accuracy

2.1.1 Item 10.4 – “Reveley” rulings

Mr Barnfield had raised the question of whether the minute accurately reflected the L&E’s intentions, and had suggested an alternative wording. The L&E was satisfied that the minute accurately recorded the wording of the resolution which had been passed, and considered that the relevant entry in the new edition of the *White Book* provided adequate clarification if such were required (*and see also item 11.2*).

2.1.2 Any other matters of accuracy

Mr Stevenson considered that the wording of item 6.3 was defective in that it did not specifically record a decision to implement the *White Book* on a particular date. The L&E considered that the minute was accurate, but that a clarification should be minuted as a matter arising (*see item 2.2.4*). The minutes were agreed to be a true record and signed by the Chairman.

2.2 *Matters arising*

2.2.1 *Appeals – forfeited deposits (item 6.2)*

Mr Faulkner asked whether the Board had considered the L&E's recommendation that forfeited deposits be donated to a nominated charity. The L&E was informed that they had not, but would do so at the Board meeting later this month.

The L&E considered draft guidance to Appeals Committees prepared by Mr Dhondy, and approved it subject to minor modifications. The guidance, as amended, is as follows:-

Appeals and deposits

The Committee should:-

1. Ensure that a deposit has been taken (or that there is a satisfactory reason as to why not which is noted on the form).
2. Decide at the conclusion of the appeal as to whether the deposit should be withheld. That decision is based on whether the Committee considered that the appeal lacked merit, and will take into account:-
 - (a) whether the Committee reached a swift and unanimous decision; and
 - (b) the standard of the players concerned.

Please note that the personal views of Appeal Committee members on whether keeping deposits is right, or other extraneous factors such as the appellants being kept waiting, are not acceptable reasons for returning a deposit.

3. NOT enquire or take heed of whether the appellant has taken advice before coming to the appeal.

Section 93.4.5 of the *White Book* provides further information.

The L&E discussed the circumstances in which a decision not to take a deposit might be made, and concluded that it did not wish to give further specific guidance. The principal purpose of the guidance minuted was to ensure that any oversight was avoided.

It was agreed to send copies of the guidance to Panel Referees and to make sure that copies were available at tournaments.

The L&E noted a suggestion from Mr Dhondy that a web page targeted at Referees and others who serve on Appeals Committees should be developed in due course.

2.2.2 *Panel of Referees (item 9)*

Mr Doe reported that Frances Hinden had accepted the invitation to join the Panel, but that Chris Dixon (who had been out of the country for an extended period) had not yet done so.

2.2.3 *EBU Online Bridge Club (item 12.2)*

The L&E noted that the Board had been unconvinced of the need for any action at this stage, but would consider the matter again if it appeared that the potential problem was a real one.

Any other matters arising not featuring elsewhere on the Agenda

2.2.4 *White Book 2004 (item 6.3)*

Arising from the point made by Mr Stevenson at item 2.1.2 above, the L&E confirmed that the *White Book 2004* came into force on 1st January 2004, except to the extent that the Tournament Committee had provided otherwise in the minutes of its meeting of 18th November 2003.

3. White Book 2004

3.1 Decisions of the Tournament Committee concerning implementation dates

The L&E noted the relevant Tournament Committee minute, which it understood had closely followed the advice of Mr Stevenson.

Mr Stevenson reported that a small number of errors had been drawn to his attention, but nothing appeared to be major or to require any particular action, with the possible exception of one matter, relating to split tie procedures, in respect of which he was awaiting details of the alleged problem.

Mr Martin asked whether more regular updates were possible, and suggested that regular update slips could be produced (as is already done for the *Orange Book*). Mr Stevenson thought that it was easier to produce such things for the *Orange Book*, for which the amendments tended to be additions, than for the *White Book*, where he could envisage the possibility of amendments including significant deletions. Mr Pool suggested that there was no need to address the issue until significant amendments were in prospect, but Mr Martin thought that it might affect the Board's thinking on the question of publication in hard copy.

3.2 Index

Mr Martin reported that he had the matter in hand, although he expected that it was likely to take at least a couple of months before the index could be finalised. He proposed to consult as widely as possible.

3.3 Publication in hard copy

Mr Doe reported that as a temporary measure Tournament Directors had been issued with hard copies produced by photocopying at Aylesbury, in the form of a set of three A5 booklets. It was planned also to issue these to any members of the Panel of Referees who wanted hard copies. The L&E noted that the Publications Officer at Aylesbury had been asked to obtain quotations which the Board were to consider.

Mr Endicott cautioned that the revised Laws were likely to call for significant amendments to the *White Book*. In view of the target date for implementation of the new Laws (see item 6.2), it appeared that the *White Book 2004* would remain in force for a considerably shorter period than its predecessor. In the circumstances the L&E did not think that publication in hard copy was likely to be justifiable after all, although it hoped that copies produced relatively inexpensively at Aylesbury could be made available, preferably in A4 format as an alternative to the A5 booklets.

4. Correspondence with players

4.1 Random calls / Permitted scheme of prepared minor suit openings

The L&E considered papers which had previously been before it concerning the methods of a pair in choosing opening bids on balanced hands outside the range for a 1NT opening. The L&E also considered additional information, including some detailed explanations by the players concerned. The L&E concluded that on the information before it there was no evidence of a breach of the regulations. It was agreed to put the papers to file. Mr Doe was asked to ensure that the players concerned were aware of the importance which the L&E places on full and free disclosure, particularly of methods likely to be unfamiliar to many players.

4.2 Random leads

The L&E considered the methods of a pair alleged to lead randomly from three small cards in a suit, in the light of explanations from the players concerned. The L&E concluded that the methods were not random, but that the degree of disclosure was inadequate, and Mr Doe was asked to write to the players concerned.

4.3 03.51

The L&E re-classified the following psyche from the Spring Foursomes, which had been classified on site as Green, as being in the Amber category.

Dealer W
N/S vul
IMPs

North
♠ A 10 9 7
♥ 5
♦ A K 9 7 6 5
♣ 10 6

West
♠ Q J 8 3
♥ Q 8 4 3 2
♦ Q
♣ K 5 2

East
♠ K 6 2
♥ A K 9 7
♦ J 10 2
♣ Q 9 8

South
♠ 5 4
♥ J 10 6
♦ 8 4 3
♣ A J 7 4 3

Bidding:	West	North	East	South
	1NT* ¹	2♠ ²	Pass	Pass
	Pass			

- 1 9-12 balanced
- 2 ♠s and a minor

4.4 03.53

The L&E re-classified the following psyche from the Crockfords Final, which had been classified on site as Green, as being in the Amber category.

Dealer W
N/S vul
IMPs

North
♠ 10 4 3
♥ 9 8 4 2
♦ A Q 8 2
♣ J 6

West
♠ 6
♥ K 10 3
♦ K 9 7 6 5
♣ K Q 10 5

East
♠ 9 5 2
♥ Q J 7 5
♦ 10 4
♣ 9 4 3 2

South
♠ A K Q J 8 7
♥ A 6
♦ J 3
♣ A 8 7

Bidding:	West	North	East	South
	1♥*	Pass	1♠*	1NT
	Pass	Pass	Pass	

4.5 03.55

The L&E noted that a pair had failed to reply to correspondence despite a reminder, and that a further reminder had been sent, drawing attention to the L&E’s view that failure to respond to its legitimate enquiries was a potential disciplinary offence.

4.6 03.66

The L&E considered the methods of a pair in responding to an opening bid of one of a suit which had been doubled for take-out, in the light of comments from the players concerned. The L&E concluded that the methods fell within the appropriate provision of the *Orange Book* (OB 12.3.3 – 1NT... weakish, unsuitable for any other response), but that the disclosure of the pair concerned was inadequate. Mr Doe was asked to write to the players to remind them of their disclosure obligations, with particular reference to their agreement that a 1NT response to 1♥ might conceal a fair hand with a 5-card ♠ suit.

4.7 03.93

The L&E re-classified the following psyche from the Brighton Summer Congress, which had been classified on site as Amber, as being in the Red category.

Dealer S Love all IMPs	<p style="text-align: center;">North</p> ♠ A K J 10 6 ♥ 9 5 4 ♦ 8 4 ♣ 10 7 2	<p style="text-align: center;">East</p> ♠ 5 ♥ J 10 6 3 ♦ K 5 3 ♣ A Q 9 6 4
	<p style="text-align: center;">West</p> ♠ Q 8 4 2 ♥ 8 ♦ A Q J 10 9 2 ♣ 8 3	<p style="text-align: center;">South</p> ♠ 9 7 3 ♥ A K Q 7 2 ♦ 7 6 ♣ K J 5

Bidding:	West	North	East	South
				1♥
	2♦	Dbl ^A	2♠*	Pass
	3♠	Pass	4♦	Pass
	Pass	Pass		

4.8 Permitted methods

The L&E considered a request for clarification of *Orange Book* paragraphs 14.4.1 (b)(i) and 14.5.1(b). These read, respectively:-

“1-suiter of defined values with one of no more than two specified suits”

and

“a one-suited hand containing one of two specified suits neither of which must be the bid suit, any defined values”

The question arose whether in either case the values were permitted to be different according to which suit was held. Mr Stevenson said that the matter had already been decided with respect to paragraph 14.4.1(b)(i) (which applies to Two of a Suit and Two No trump opening bids), to the effect that the values were required to be the same irrespective of which suit was held.

The L&E considered that the slightly different wording of paragraph 14.5.1 (b) (which applies to Three of a Suit opening bids) did not preclude an agreement that the values for the bid could vary according to which of the two possible suits was held. It decided, however, that the matter should be further considered by OBESC on the *Orange Book* review, to decide whether it was desirable to maintain such a distinction, and if not, to eliminate the difference in wording.

5. Psyche record

The L&E considered the psyche record of a player, and concluded that the frequency of psychic action was such that, had there been a pattern as to the type of psyche made, there would have been cause for concern. However, no such pattern was evident, and accordingly no action was justified. It was agreed to put the papers to file.

6. Law Revisions

6.1 Revoke Law – consultation by WBFLC

The L&E considered a request from the Laws Drafting Sub-Committee of the WBF for opinions from NBOs as to how to give effect to a decision already made in principle, namely that only one trick should be transferable following a revoke unless equity demands that a greater number be transferred. The options put forward by the Drafting Committee were as follows:-

- (1) That a trick is to be transferred regardless of whether the offending side has won a trick or not.
- (2) That a trick should be transferred if the offending side has won a trick regardless of whether that trick is won before or after the revoke.
- (3) As in 2 but not to involve a trick won with a card that could not fail to win a trick by any legal play (or perhaps this exclusion limited solely to the case of a trick won by the highest trump card that had not been played when the revoke occurred).
- (4) That a trick should be transferred only when the offending side has won the revoke trick or a later trick.
- (5) As in 4 but limited as in 3.

The L&E preferred option (4).

6.2 Any other matters to note

Mr Endicott informed the L&E that there was now a firm target date for implementation of a new Code of Laws, namely 1st January 2006, although some regional variations were likely to be permitted. The Drafting Committee had made a number of decisions in principle, and the detailed drafting would now proceed with a view to implementing those decisions in language which avoided room for argument. That drafts so produced would be considered at meetings scheduled to take place at the World Teams Olympiad in October 2004, and the text would then be given wider circulation in advance of the planned implementation date.

7. Orange Book Revisions

Mr Stevenson reported that little progress had yet been made, largely because until very recently his time had been occupied in finalising the *White Book*. The discussions which had taken place had also seemed to polarise the views of OBESC members, and reduce the degree of common ground which had been evident at the start. Mr Stevenson thought that it would be helpful to know whether the L&E expected OBESC to reach a consensus recommendation on all issues, or whether it was

happy for matters on which OBESC members could not agree to be referred to the full L&E for a decision. The L&E considered that matters on which members of OBESC were evenly divided, or nearly so, should be referred to the L&E for decision, and if such matters included matters of principle, this should be done as soon as possible in order to allow the review to proceed with the minimum of delay.

It was agreed that it was important to settle at an early stage the parameters for the degree of change that was in prospect. The proposition that there should be a degree of simplification commanded support, although the dangers of over-simplification, which can lead to problems of interpretation, were recognised.

It was agreed that a paper on alerting should be presented to the next meeting, and Mr Dhondy offered to prepare a digest of the discussions which had so far taken place.

8. Technical matters – Law 68B

Mr Bavin drew the L&E's attention to an area of the Law where it appeared that EBU practice, which had been unchanged for a great many years, was in fact at variance with the wording of the Law. It appeared that the L&E had never given specific guidance, and the "*Black Book*" [*the EBL Commentary on the 1987 Laws*] was silent on the point. The point at issue is whether, when a defender makes a concession to which his partner immediately objects, so that play continues, but in the course of making the concession the player exposes some or all of his cards, the exposed cards become penalty cards. Practice (which it appeared was not confined to the EBU) was that they were not penalty cards, although of course both defenders would be in possession of unauthorised information. However, it appeared that the wording of the Law did not support this conclusion.

The L&E endorsed Mr Bavin's conclusion that such exposed cards are penalty cards. It therefore concluded that defenders making concessions would be well-advised to avoid exposing their cards (such as by showing their cards to declarer only). Mr Stevenson agreed to write an article for *English Bridge* to draw the matter to players' attention.

9. Disciplinary matters

9.1 *Hearing of 29th April 2003*

The L&E noted that the admonishment had not been appealed, so the (anonymous) publication in *English Bridge* would now proceed.

9.2 *Case not proceeded with*

The L&E noted that the General Manager had sent a further letter to a dissatisfied claimant, as previously suggested.

9.3 *Hearing of 11th November 2003*

The L&E noted that a disciplinary hearing had been held, at which the Judicial Panel had found the conduct of the member concerned not to have constituted a breach of the Bye-laws sufficient to warrant disciplinary action. The Panel had, however, decided to write to the member to point out that the situation would not have arisen had he complied properly with various provisions of the Laws.

The L&E noted correspondence from two of the complainants who had been witnesses at the hearing. The correspondents were critical (although constructively so) of the procedures adopted by the L&E in the light of a substantial delay between the events complained of and the hearing. The L&E noted that in this case the delay had been attributable to a number of factors. It considered that it would be helpful for Mr Doe's early letters to potential witnesses to draw attention to the

possibility of delay, and to suggest that their recollections of what had taken place should be committed to paper whilst still fresh in their minds.

10. Disciplinary procedures

Mr Doe reported that recommendations from the EBU's Solicitors as to the future form of disciplinary procedures were apparently expected imminently.

11. Reports from Tournament Directors

11.1 03.106

Dealer S
N/S vul
Swiss Pairs

North

♠ 10 9 6
♥ K 9 5 2
♦ Q J 9 4
♣ 10 6

West

♠ 8 4
♥ Q 10 6 4 3
♦ A 5 2
♣ A 7 3

East

♠ A Q 7 5
♥ A 8 7
♦ K 10 7 3
♣ J 4

South

♠ K J 3 2
♥ J
♦ 8 6
♣ K Q 9 8 5 2

Bidding:	West	North	East	South
	Pass	Pass	1NT	Pass
	2♥	Pass	Pass	2♦ ¹
				Pass

1 The 2♦ bid should have been alerted as it shows ♠s and a minor.

Result: 2♥= N/S –110

Tournament Director's statement of facts & ruling

I was called to the table at the end of the hand by W who said she thought the ♦s were in S's hand and because of this took the diamond finesse the wrong way (*sic*). N said he believed the ♦ bid to be natural as he led the ♦Q. I decided that W had been damaged and adjusted the score to 2♥+1, N/S –140.

Appeals Committee's decision

Result stands [*i.e., presumably, the result assigned by the TD*]. While we consider the appeal frivolous we understand that the appealing side did not realise what they had done wrong so we returned the deposit.

L&E comment:

If the non-offending side claim that they have been damaged in the play, it is *essential* that the play is recorded on the appeal form. If the Appeals Committee considered the appeal frivolous, the deposit should have been retained.

11.2 03.107

Dealer S
N/S vul
MP Pairs

North
 ♠ A K Q 9
 ♥ K
 ♦ Q 9 7 5 3
 ♣ A Q J

West
 ♠ J 4 3
 ♥ 9 4
 ♦ A K 6 2
 ♣ 8 7 5 2

East
 ♠ 8 5
 ♥ A J 6 5 3 2
 ♦ 10 8
 ♣ K 10 3

South
 ♠ 10 7 6 2
 ♥ Q 10 8 7
 ♦ J 4
 ♣ 9 6 4

Bidding:	West	North	East	South
				Pass
	Pass	1♦	2♥	Pass
	Pass	Dbf	Pass	2♠ ^H
	Pass	3♥ ^A	Pass	3NT
	Pass	Pass	Pass	

Result: 3NT = N/S +600

Tournament Director's statement of facts & ruling

S said that it took some time to find what the jump overcall was on the E/W convention card. After finding it, it took time to work out what it was, and [she] then bid 2♠. I ruled that N's action after 2♠ (i.e. 3♥) was ongoing and felt that [it] was reasonable to pass [3NT].

I allowed the table result to stand.

Appeals Committee's decision

We felt that the slow 2♠ bid made it easier to find the winning 3♥ bid. Many players would raise to 3♠/4♠. Certainly the slow bid suggests either values or maybe only three ♠s.

We adjusted the score to:-

1/3 of	3NT =	N/S +600
plus 1/3 of	3♠ =	N/S +140
plus 1/3 of	4♠ -1	N/S -100

L&E comment:

On the face of it the weighting for 3NT breaches the principle set out in item 10.4 of the minutes of the meeting of 22nd October 2003:-

When a weighted adjusted score is awarded, the weighting may not include any element of a result derived through any action which would have been disallowed if it had itself been chosen at the table.

It is of course possible for the contract and result achieved at the table to be arrived at through a legal auction, i.e. via a sequence of calls and plays none of which would fall to be disallowed if chosen. For example, the Appeals Committee may have taken the view that some of the time N would bid 3♠ (instead of the disallowed 3♥), and S would then bid 3NT

which N would pass. Provided that the Committee considered that neither N's putative 3♠ bid nor his putative pass of 3NT was itself an infraction, then it could legitimately have included a weighting for the result in a 3NT contract reached in this way. It was not, however, appropriate to include any element of a result in contract reached via the disallowed bid of 3♥, or via any other bid which would have been disallowed if chosen at the table.

The L&E regards it as important that TDs and Appeals Committees should document that the rulings which they give are in accordance with the L&E's policies. Accordingly, where a TD or Appeals Committee wishes to include an element of the table result in a weighted score, the L&E requests that it should record the hypothetical legal auction through which that result is derived.

11.3 13.112

The L&E re-classified the following psyche from the Autumn Congress, which had been classified on site as Amber, as being in the Green category.

Dealer S Love all IMPs		North ♠ A 10 8 3 ♥ 10 8 4 3 ♦ 8 6 5 3 ♣ 2		
	West ♠ 9 7 5 ♥ 9 6 5 ♦ 10 7 4 ♣ A Q 8 7	South ♠ Q 6 4 2 ♥ Q 2 ♦ A Q ♣ J 10 9 5 4	East ♠ K J ♥ A K J 7 ♦ K J 9 2 ♣ K 6 3	
Bidding:	West Pass 4♣	North 3♥* Pass	East Dbl Pass	South Pass Pass Pass

11.4 03.125

Dealer S E/W Vul MP Pairs		North ♠ 10 9 8 6 ♥ 10 8 6 5 ♦ A Q J 6 3 ♣ -		
	West ♠ - ♥ Q 9 4 2 ♦ K 8 ♣ K J 8 7 5 4 3	South ♠ Q 7 4 2 ♥ A K 7 3 ♦ 9 7 5 ♣ 10 2	East ♠ A K J 5 3 ♥ J ♦ 10 4 2 ♣ A Q 9 6	

Bidding:	West	North	East	South
				Pass
	1♣	1♦	2NT ¹	3♦
	3♥	Pass	5♣	Dbl
	Pass	Pass	Pass	

1 Not alerted

Result: 5♣^X +1 N/S -950

Tournament Director's statement of facts & ruling

I was called to the table at the end of the hand. N pointed out that the E bid of 2NT had not been alerted, and if S knew that E had a stronger hand he would not have doubled. E/W's convention card has reference to 2NT Jacoby in an uninterrupted auction, but no reference to 2NT after interference. E [was] clearly of the view that his bid described his hand, W that 2NT was natural. E did not correct the explanation before the opening lead.

N also suggested that he would lead ♦A rather than a ♠ with the benefit of a correct explanation.

I ruled that the score stands. S appears to have two defensive tricks and partner has bid. The double is correct action.

Appeals Committee's decision

Although we have sympathy with S, if S had listened to the evidence of the bidding after 2NT, he could have deduced everything was not as it seemed. S seems to have made a pairs double that hasn't worked out. We allowed the score to stand.

L&E comment:

There are a number of deficiencies in the handling of this case by the TD and Appeals Committee:-

- (1) Although the TD does appear (correctly) to have presumed misexplanation rather than misbid in the light of the conflicting evidence of E's hand and W's failure to alert, there does not appear to have been any investigation of what E thought the agreement was, which is hardly clear from his hand. It is hard to assess the actions of the non-offending side with the correct information if it is unclear what the correct information is.
- (2) From E's perspective there has been a failure to alert 2NT, which is unauthorised information. It is possible that the choice of 5♣ at his second turn was a choice from amongst logical alternatives demonstrably suggested by the unauthorised information that W has not interpreted 2NT as intended. In particular, the failure to bid a major as good as AKJxx at any point is curious, to say the least. The unauthorised information aspects should have been investigated.
- (3) The L&E is surprised by the conclusion that S should have worked out what was going on, and was not therefore damaged. On the face of the auction W has made a game try which E has accepted, so S might have expected W to have more HCP and E fewer, but he certainly could have expected that the ♥AK would be standing up. If the correct information included the possibility that E was unbalanced, then the argument that S would not have doubled seems to have some validity (although it would have been more convincing if it had been advanced by S himself rather than by N).

11.5 03.127

Dealer S
E/W Vul
Teams

North
♠ A K 9 7 5
♥ 9 6 4 3 2
♦ 9 6 4
♣ -

West
♠ J 3
♥ J
♦ A K Q 8
♣ A K J 10 8 5

East
♠ Q 8 6 4 2
♥ A 8
♦ J 7 3 2
♣ 9 7

South
♠ 10
♥ K Q 10 7 5
♦ 10 5
♣ Q 6 4 3 2

Bidding:	West	North	East	South
				Pass
	1♣	3♣ ^A	Pass	3♦
	Dbf	3♥	Pass	4♥
	5♣	Pass	Pass	Pass

1 “3♣ ex as extreme, i.e. ♠/♦”

Result: 5♣ -1 N/S -50

Tournament Director’s statement of facts & ruling

I was called to the table at the end of the [hand/auction*] having been informed that N had misbid. E then enquired and was told that 3♣ was extremes showing ♦s and ♠s.

**[Note – it is not clear which word is intended, as one appears to have been written over the other]*

Ruling – misbid by N. 4♥ by N likely to go off. 5♣ not wild and gambling. I allowed the table result to stand.

Appeals Committee’s decision

We agree that the most probable result will be 5♣-1 as at the table. Although N has misbid, the remaining N/S [bidding] is logical with respect to the W action (double) and we feel that [W] would always bid 5♣ as a sensible action on this auction.

L&E comment:

It is unfortunate that one piece of critical information is not clear from the form, namely, the precise point at which any explanations of N/S’s methods were given.

If no explanations were given during the auction, then N has misbid, and as S’s actions do not appear to constitute fielding, there is no infraction. N has no unauthorised information from S’s mere alert of 3♣, as 3♣ was alertable whether it showed ♠s and ♦s (N/S’s actual agreement) or ♠s and ♥s (N’s misapprehension when he misbid). N was therefore free to guess his partner’s reason for bidding 3♦ (including reaching the conclusion that he himself had misbid) and to make any call he wished. In that case there would be no basis for adjusting the score.

The situation is radically different if an explanation was given before N bid 3♥. In that event N has unauthorised information which demonstrably suggests removing 3♦^X. As N is “lucky” enough to have three ♦s, pass is a logical alternative, and the score should have been adjusted to 3♦^X – (say) 6.

Given that the form was confusing the Appeals Committee should have investigated the question further and recorded its findings.

12. Date of next meeting

Wednesday 21st April at 1 pm at 40 Bernard Street.

13. Any other business

None.