



## Table of Contents, Section 3 Notes on Rulings

Notes on Rulings – 1 Psychic action based upon a partnership understanding.....	2
Notes on Rulings – 2 Assessing a weighted score. ....	2
Notes on Rulings – 3 A Question of Law: Chief Director’s Prerogative. ....	2
Notes on Rulings – 4 Varying the tempo of returning the tray.....	3
Notes on Rulings – 5 Hot Seat Rulings.....	3
Notes on Rulings – 6 Law 12C3 in the hands of the Director.....	4
Notes on Rulings – 7 Director’s application of Law 12C3.....	4

### **Notes on Rulings – 1 Psychic action based upon a partnership understanding.**

A WBF appeals committee considered a case where a partnership had twice, a few rounds apart, taken psychic action by opening a Multi-2D and passing partner's response of Two in a major suit although the opener held in fact a weak two in the other major. On each occasion opponents were vulnerable and the psychic pair not vulnerable, and the opener held a weak two of scant values.

The Committee was not confident that the partnership had developed an understanding before the second psychic occurred, but found that there is certainly a partnership understanding now that this distinctive form of psychic has occurred twice. The understanding will be deemed to continue for this partnership; they must disclose it on the convention card in any future WBF Tournaments if the psychic action may occur.

The Code of Practice Group recognizes that it will be unusual for an appeals committee to make a confident finding of a partnership understanding when only one previous psychic of the type is on record. It agrees that paragraph (b) on page 13 relates to very infrequent situations where exceptional facts emerge. However, light has recently fallen on two circumstances in either of which it could well be ruled that a partnership understanding exists after the first occasion on which the psychic occurs in the partnership:

both players play regularly in a particular bridge club where psychics of the kind are often met with;

one of the players has acknowledged his disposition to such psychics, as has occurred on the internet, and the other has knowledge of the admission.

### **Notes on Rulings – 2 Assessing a weighted score.**

Method of applying Law 12C3.

No recommendation is made as to the method of applying Law 12C3.

It is felt that, in some cases, NBOs may wish to experiment with their ideas as to how this may be done. In the Olympiad at Maastricht the WBF Appeals Committee decided to assess a single adjusted score applicable to both sides and, if considered appropriate, apply separately a procedural penalty to the offending side.

Assessing a weighted score.

The WBF practice in assessing a weighted score under Law 12C3 is that the calculation should endeavour to restore the balance of equity in the hand in the instant prior to the infraction. The calculation relates to the expectations from that point forward in an auction unaffected by any irregularity. Policies and procedures in appeals committees are matters for regulation under Law 80G and each sponsoring organization may settle its approach to weighted score adjustment

### **Notes on Rulings – 3 A Question of Law: Chief Director's Prerogative.**

*Swiss Teams Board no. 24, Session 3.*

At the table where Mr.J and Mr.C were North and South, a substitute board had been played because opponent had heard information about the original board from an adjacent table. On the board played North had gone light and claimed this was because he had received misinformation in response to a question. The Director had decided the table score should stand and North/South had appealed.

**The Players:** South pointed out that twice before in the week a board had been unplayable and on each occasion the Director had awarded both sides 3 imps. He wished to appeal against the inconsistent decision on this occasion and asked that each side should be awarded 3 imps.

**The Chief Director:** the appeals committee asked for the presence of the Chief Director. When he arrived the Chairman asked him to instruct the committee as to the relevant Law and Regulations. He informed the committee that the laws gave

the Director the option of inserting a substitute board and that, whilst there was no operative regulation on the question, it was the policy of the sponsoring organization to seek to have eight boards played each round whenever possible. The action of his Assistant in requiring a substitute board to be played was therefore in keeping with the law and with the sponsoring organization's policy.

**The Committee:** the Chairman of the committee informed the players that the earlier boards were not relevant to this occasion; the committee had no knowledge of the circumstances surrounding them and in any case it did not matter because the committee was bound by the Chief Director's decision in the matter of law. Mr. C could seek if he wished to discuss the question of the rulings in the previous instances with the Chief Director.

**The Committee's decision:** the matters of law and regulation were for the Chief Director to determine and the committee had no power to overturn the Chief Director's ruling that the insertion of a substitute board was lawful. The Committee would go on to consider the further appeal concerning alleged misinformation on the board that was played.

**Relevant Laws: 6D3 and 93B3.**

**Deposit: returned – mitigating factors**

**WBF Comment:**

At international level it sometimes occurs that a Tournament Appeals Committee is designated to act also as the national authority at a tournament for the purposes of Law 93. However, the Code of Practice opposes such arrangements in principle and they are not recommended. The significant aspect of the above appeal is that the appeals committee chairman, although well steeped in the subject law, called upon the Chief Director to explain the law. It is the function of the Director to instruct the players and the appeals committee in matters of law and regulation. The Appeals committee adjudicates upon the basis of the Director's guidance in relation to these matters. Subsequently, if it is troubled with doubts, it is open to the Appeals Committee to exercise the power in Law 81C9 to refer to higher authority a question of law or regulation.

**Notes on Rulings – 4**  
**Varying the tempo of returning the tray.**

The request that players vary the tempo of returning the tray through the screen 'randomly' aims to avoid a situation where a player has needed time to think and this fact stands out because at other times the tray has always returned at regulation speed. At least some such situations, where it is possible a player could have had a judgement to make in the auction but did not take time, should be used to defer return of the tray in order to create uncertainty around the occasion when there has been a need for time to think.

**Notes on Rulings – 5**  
**Hot Seat Rulings**

An ACBL appeals committee passed comments that fit well with WBF thinking in relation to what they called 'hot seat' auctions. It is desirable to exhibit extra tolerance in relation to a 'hesitation' when a player encounters an unprecedented situation in the auction.

Thought was given to requiring a twenty second pause behind screens over a skip bid; there was also discussion of a possibility this might extend to abnormal situations encountered in the auction because of opponents' extraordinary agreements. These are questions that may arise again if we are unsuccessful in securing the desired irregularity of movement of the tray.

An aspect that has special significance, when a player meets a quite unusual bidding situation and takes time to deliberate, is how clearly it is apparent to partner what is the nature of his problem. In such a situation a player may have to think from scratch what action is appropriate, and it is not altogether rare that he may have all three options – pass, double (redouble), and bid, and a choice to make. If a Director is inclined to find that the partner's subsequent bid is suggested by the breach of tempo, the first consideration is to judge whether it can truly be said that one action is suggested over another, or whether the message from the 'hesitation' is unclear. A sympathetic treatment of the law here should be an aim and it is an area in which regulating authorities may find it helpful to give guidance.

**Notes on Rulings – 6  
 Law 12C3 in the hands of the  
 Director.**

One or two regulating authorities have expressed misgivings about placing the application of Law 12C3 in the hands of the Director because the WBF Laws Committee failed to make the change in this Law that the Lausanne Group had requested. However, the Lausanne Group was acting with the authority of the WBF Executive, parent body to the Laws Committee, and the Executive approves the method adopted by the Lausanne Group. Regulating bodies may rest upon this authority when they follow the Code of Practice in delegating Law 12C3 powers to their Directors.

A statement on the subject appears in the Code of Practice.

**Notes on Rulings – 7  
 Director’s application of Law  
 12C3**

The following occurred in a match at the World Championships (2001) in Paris:

**Board 10. Dealer East. All Vulnerable**

♠ J 3 2	
♥ K Q 10 8 7 6 5	
♦ —	
♣ 7 5 3	
♠ K	♠ Q 9 8 7 6 5 4
♥ J 3	♥ —
♦ Q 6 4 3	♦ A J 8
♣ K J 10 8 6 4	♣ A Q 2
♠ A 10	
♥ A 9 4 2	
♦ K 10 9 7 5 2	
♣ 9	

<b>West</b>	<b>North</b>	<b>East</b>	<b>South</b>
—	—	1♠	2♦
2NT*	Pass	4♠	All Pass

**Result: 11 tricks, NS – 650**

All appropriate alerts were made.

\*West explained to South that 2NT showed clubs. To North the explanation given was that it was balanced, neutral, showing points. East had started to say that it showed clubs but then immediately ‘corrected’ the meaning “in this position”.

The Director was called at the end of the hand. North protested that with correct information a Three Hearts bid was obvious. The Director established that West had explained the 2NT bid correctly.

**The Director:**

Ruled, after consulting with colleagues, that North had been misinformed and that North would reasonably bid Hearts with correct information. After East then bids 4♠ it is a logical expectation that South will now bid 5♥.

The Director then consulted four expert players as to East’s likely action after 5♥ is passed by West and North. One would have doubled Five Hearts, three would have bid Five Spades; conferring amongst themselves, the Directors had also reached a conclusion that 5♠ was the probable action. The defence to 5♠ doubled was also examined; after a club opening lead, the entry to North via a diamond ruff rather than underleading Ace Hearts is not completely obvious.

**Score adjustment**

The Director awarded a weighted score under Law 12C3 calculated as follows:

% of occasions	Contract	No. of tricks	NS score	Swing	Value
40%	5♠	11	-850	-17	-6.8
50%	5♠	9	+500	-4	-2.0
10%	5♥	11	+850	+5	+0.5
					-8.3

Adjustment –8 imps

**WBF Comment:**

Not only does this case illustrate the method of weighting a score adjustment under Law 12C3, it also illustrates the perception of a fair award that encourages players to think an appeal inappropriate. They are aware that expert opinion has been polled and that the adjustment reflects the opinions obtained