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To: Club Owners and Managers (**PLEASE PASS INFORMATION TO YOUR CLUB DIRECTORS**)

From: Linda J. Dunn, In-House Counsel

Re: Administrative Announcements

Date: September 6, 2017

We have several administrative items to share with you:

### **Robb Gordon is new National Recorder**

Robert "Robb" Gordon is joining the ACBL as National Recorder the week of September 11, 2017. Robb is a Grand Life Master who has served ACBL as a member of the ACBL Ethical Oversight Committee, the National Appeals Committee and the ACBL Laws Commission. He is a member of Unit 355 in District 17 and has served on the Unit Board of Directors, as Unit Disciplinary Chair and as District Appellate Chair. Robb has taught bridge, is a certified director and a member of the National Goodwill Committee. He will work remotely and can be reached through [robb.gordon@acbl.org](mailto:robb.gordon@acbl.org) or [recorder@acbl.org](mailto:recorder@acbl.org).

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### **STOP card tossed from bidding boxes**

After roughly two decades of use, the oft-controversial STOP card found in most ACBL bidding boxes will soon be missing from ACBL tournaments.

During July 2017 meetings in Toronto, the ACBL Board of Directors eliminated the STOP card for sanctioned tournaments beginning after January 1, 2018. ACBL-affiliated clubs are not *required* to remove the STOP card from bidding boxes, but they are encouraged to do so. If players practice not using the STOP card at their local club, they will be prepared for the change when they attend tournaments in the new year. Please have your club Directors remind players of the obligation to pause in the direct seat after a skip bid to avoid making unauthorized information available to their partners. Players should strive to maintain an even tempo during the auction.

The Board's vote came in response to a recommendation from the Competition and Conventions Committee to end the use of the STOP card. It was felt that (a) more people were using the STOP card for the benefit of their own partnerships than for that of the opponents and (b) many players - particularly the less-experienced - don't understand it. The bottom line, in the C and C Committee's thinking, is that the pluses of using the STOP card don't outweigh the minuses of its abuse.

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## **New Laws of Duplicate Bridge**

The Laws of Duplicate Bridge 2017 are effective in the ACBL beginning Sept. 25, 2017. The new Laws are available online at [acbl.org](http://acbl.org) and in printed form, available from Baron Barclay Bridge Supply. **Exceptions** to the new Laws, adopted by the ACBL Board, are no longer available in the printed version; they are available on the website at [www.acbl.org/lawsolutions](http://www.acbl.org/lawsolutions).

Below is a synopsis of changes made from the previous (2008) version of the Laws. This commentary on the latest round of changes was prepared by National TD Matt Smith, and it appeared in serialized form in the Ruling the Game column of the Bridge Bulletin magazine (July through November 2017). The trends of recent revisions to the Laws generally have continued. Attempts have been made to modify language for clarity. Other changes have been made to give directors more discretion in some situations in an attempt to achieve more equitable results instead of imposing arbitrary penalties that often lead to random outcomes. For the most part, there are only a few major changes from the 2008 Laws.

**Law 6: The Shuffle and Deal.** This law has been changed to require that two adjacent cards in the deck not be dealt to the same player. The law continues to recommend that cards be dealt in rotation clockwise (although other methods are legal).

**Law 7: Control of Board and Cards.** This law has a couple of changes. The old Law 7A required that the board be placed in the center of the table until play is completed. The new 7A goes further to say, "it is placed in the center of the table where it shall remain, correctly oriented, until play is completed." So, the board should not only remain on the table throughout the bidding and play, it should not be twisted from its proper orientation at any time during. Among other reasons, this is intended to prevent fouled boards. Law 7B now gives a player the right to touch an opponent's cards during or after play with permission of an opponent or the director. The old 7B required the director's permission.

*Note:* Concern has been expressed that this will make it difficult for many with vision disabilities to play. This law is intended to prevent boards from being fouled by having cards mixed or hands returned to incorrect slots, but certainly reasonable accommodations should always be made to allow those with disabilities to play our game. If a player needs the board to be moved to the side or even off the table to be able to see the cards, it should, of course, be permitted as long as care is exercised to ensure that the board is not fouled.

**Law 9A: Drawing Attention to an Irregularity.** This law has been reworded in an attempt at greater clarity. In general, any player, including dummy, may attempt to prevent a player from committing an infraction or irregularity. Once an irregularity has occurred, though, only players other than dummy have a general right to draw attention to it during play. However, it is an important principle in

bridge law that a specific law takes precedence over a more general law. So, while in general dummy may attempt to prevent an irregularity before it occurs, there are specific situations where dummy may not do so. For example, Law 61B bars dummy from asking a defender if he revoked during play. As well, if dummy has forfeited those rights by looking at cards in the hand of declarer or a defender, then Law 43 prohibits dummy from warning declarer about leading from the wrong hand or asking declarer about a possible revoke during play. As it applies to players other than dummy, the right to draw attention to an irregularity after it has occurred may be restricted by a more specific law than this one. A good example of that is Law 65B, which prevents dummy or defenders from pointing out that a trick is pointed incorrectly once the lead has been made to the following trick.

**Law 12C: Awarding an Adjusted Score.** The standard used in the ACBL until 2016 for adjusting scores after an infraction has been completely omitted from the new Laws. The old standard for assigning "the most favorable result that was likely" to the non-offending side and the "most unfavorable result that was at all probable" to the offending side is gone. The current standard for assigning an adjusted score is found in the new Law 12C1(b): "The Director in awarding an assigned adjusted score should seek to recover as nearly as possible the probable outcome of the board had the infraction not occurred." Assigning weights to different probable outcomes is permitted.

**Law 13: Incorrect Number of Cards.** This law has been rewritten for clarity and now allows for more circumstances where the director may allow normal play of a board to occur when a player has an incorrect number of cards and someone has seen a card or cards belonging to another player. Note that this law does not apply in cases where there is a missing card. Law 14 applies to that situation and it is largely unchanged.

**Law 15: Wrong Board or Hand.** This law now incorporates procedures on how the director should handle situations where a player makes a call with cards from a wrong board. Those provisions used to be found in Law 17 (The Auction Period), but many overlooked it there. The new law allows a correction and normal play to occur even if LHO has called after a player with the wrong hand has made a call (although it is too late once the partner of the player with the wrong cards has made a call). Another significant change to this law is what the director should do when it is discovered during the auction that the wrong pair has been seated in a pair or individual event. In the 2008 Laws, the director was instructed to stop the auction, seat the correct pair, and allow a result if the new auction matched the one with the wrong pair. Now, assuming neither pair has played the board the director is instructed to leave the wrong pair at the table if an auction has begun and let that result stand for both sides. He may require both pairs to play the correct board against one another later, and he should give

average-plus to any pair deprived of the opportunity to play a board as a result of the wrong pair being seated.

**Law 20: Review and Explanation of Calls.** There are a couple of interesting changes to this law. The 2008 Laws stated that it was "improper to ask a question solely for partner's benefit (20G1). The new laws use stronger language: "A player may not ask a question if his sole purpose is to benefit partner." As can be seen in the Introduction to the Laws in the front of the book, the phrase "may not" is intended to mean that a player doing this should receive a procedural penalty. As well, there is a new 20G2 that states: "A player may not ask a question if his sole purpose is to elicit an incorrect response from an opponent." So, it is quite improper for a player who knows what is going on to ask a question with the sole intent being to get an incorrect answer that will give an opponent unauthorized information. In general, the laws make a clear statement that players are entitled to have information about the methods of the opponents fully and freely available. But at the same time, the laws take a strong stand against those who might abuse that principle to game the system to their advantage.

**Law 23: Comparable Call.** The contents of the old Law 23 (Awareness of Potential Damage) have been moved to Law 72 (General Principles). This is a completely new law that represents what is probably the biggest change in the 2017 version. As mentioned in the July Bulletin, the lawmakers have been moving towards more equitable solutions following irregularities rather than imposing arbitrary penalties that needlessly distort the outcome of a board. That is the intent of this law, and it expands the idea first seen in the insufficient bid law in the 2008 version to other laws. Its basic goal is to allow a player to substitute a "comparable call" for an illegal one, without penalty, as long as any information from the illegal call does not give the offending side an advantage. It will now apply to certain passes, bids, doubles, and redoubles out of rotation in addition to insufficient bids. A comparable call is defined as one that replaces a withdrawn call if it (a) has the same or a similar meaning as that attributable to the withdrawn call; (b) defines a subset of the possible meanings attributable to the withdrawn call, or (c) has the same purpose (e.g., an asking bid or a relay) as that attributable to the withdrawn call.

So, for those out-of-rotation calls that used to result in partner being barred from bidding, the director may be able to allow a substitution that permits normal play to continue under the new laws. The director should now do so in the laws mentioned above if the substituted call has the same or a very similar meaning as the withdrawn call, or if it is a "subset" of the meanings of the withdrawn call (such as a pass out of turn at partner's turn, later corrected to a pass of partner's opening one-level suit bid), or if it performs the same function as the withdrawn call (such as a 2C bid over partner's 2NT, intended as Stayman and corrected to 3C, also Stayman).

The director will have to exercise more judgment here than before and many of these rulings will become more difficult than they were under the old laws. That is the trade-off for rules that are intended to be fairer and less arbitrary. Just keep in mind that the overriding principle to be used is that if it is quite clear that there is little or no information available to partner from the withdrawn call that isn't available in the substituted call, the director should allow the auction to proceed without penalty in cases where this new law applies. If later it seems that the offending side gained an advantage through the substitution of a comparable call, the director will revisit the situation and adjust the score. Law 23C states: "If, following the substitution of a comparable call, the director judges at the end of play that without the assistance gained through the infraction the outcome of the board could well have been different, and in consequence the non-offending side is damaged, he shall award an adjusted score."

While it will be discussed below in reference to changes to the laws on lead penalties, note that no lead penalties apply if the director allows the substitution of a comparable call for a withdrawn call.

**Law 25: Legal and Illegal Changes of Call.** This law has been reworded to some extent, but its intent has not really changed. The director may allow a change of call without penalty until partner's next call as long as the call made was unintended at the point it occurred and not due to "a loss of concentration regarding the intent of the action." For example, if a player who opens 1H with a hand containing two hearts and five spades tells the director he intended to bid 1S, the director should routinely accept the player's contention that his hand slipped from what he really intended and allow a change to 1S. The 1H bid was almost certainly the result of a mechanical error in grasping the proper bid card, not the result of momentary confusion. But if a player claims that he intended to open 1S instead of 1C and he is 5-5 in spades and clubs, it is unlikely that the reason it occurred was because of a simple hand slip. The two bids are far apart in most bid boxes, so a more likely reason it occurred was that the player was thinking clubs when he pulled 1C from the bid box. That is not a mechanical error, rather it is "a loss of concentration regarding the intent of the action." Similarly, in an auction of 1H-Pass-4D (splinter)-Pass where opener then passes but claims he intended to bid 4H, the director should rule that pass cannot be changed. While the player may never have intended to play in 4D, he was probably confused about where the auction stood and thought, "We are high enough, I will pass." This player lost his concentration and intended to pull the pass card at the moment he did it. It was not a mechanical error because his hand did not slip, it was a momentary lapse of concentration.

Notice that the new law specifies in 25A3 that it does not matter how a player learns he has made an unintended call for a change to be permitted. All references to "pause for thought" have been

removed from the new Law 25 because that phrase was deflecting many from the true intent of the law. For example, if a player's LHO asks his partner what his bid meant and the answer is a surprise and causes the player to look down and notice that what he actually bid was different than his intent at the moment he did it, the director may allow him to change it. As above, though, the director needs to satisfy himself that the bid made was a mechanical error and not a lapse of concentration.

**Law 26: Call Withdrawn, Lead Restrictions.** This law has been revamped from the previous version and is now simpler. It does not apply in cases where a comparable call has been made or where a call is changed due to it being unintended (see previous articles in this series). When a player withdraws a call and replaces it with another to correct an irregularity and he later becomes a defender, declarer may choose one suit that was not specified in the legal auction by the offender and prohibit his partner from leading that suit the first time he obtains the lead (including opening lead). Such a prohibition continues for as long as partner retains the lead. There are no longer any cases where declarer will have the option to require the lead of a particular suit. For example, suppose a player makes an insufficient 1H bid over a 1S bid and replaces it with a pass and does not bid later in the auction. If the offending side is later on defense, declarer may choose any one suit at offender's partner's first turn to lead and forbid him from leading that suit while he holds the lead. If, however, offender in the legal auction later raised partner's club bid, clubs would be exempt from the list of suits declarer could choose. Note that in all cases where a call is changed to something other than a comparable call, the partner has unauthorized information throughout the deal that may restrict his legal choices.

**Law 27: Insufficient Bid.** The wording of the new law has been changed to incorporate Law 23's concept of "comparable call" rather than the current law's wording of "the same meaning as or a more precise meaning than the insufficient bid." The wording has also been changed in 27B1(a) to allow penalty-free corrections of insufficient bids at the lowest sufficient level as long as both calls specify the same suit or suits (even if the suit bid insufficiently is different from the sufficient call). This continues and extends the philosophy of the laws that as long as essentially the same information is available from either call it is desirable to achieve a normal bridge result. So, for example, in an auction of 1NT-2S (overcall)-2D, where 2D is intended as a transfer to hearts, 2D may be corrected to a natural 3H without penalty.

**Law 30: Pass out of Rotation, Law 31 Bid out of Rotation, and Law 32: Double or Redouble out of Rotation.** These laws have all incorporated the previously discussed concept of comparable call found in the new Law 23. There are significant changes here that will require study. Note particularly that even when some out of turn bids, doubles and redoubles are not corrected by a comparable

call, offender's partner is no longer automatically required to pass throughout the entire auction. When a comparable call is chosen under these laws, the offender's partner is not barred at all. As always, keep in mind Law 23C in all cases where a comparable call is permitted under these three laws or the insufficient bid law. It states that if "the Director judges at the end of the play that without the assistance gained through the infraction the outcome of the board could well have been different, and in consequence the non-offending side is damaged, he shall award an adjusted score." If at the end of the deal it seems that something unexpected did occur after permitting a comparable call to be made that gave the offending side an advantage, the director still has the right to revisit the situation and make an adjusted score.

**Law 43: Dummy's Limitations.** Dummy may no longer look at a defender's hand even if it is not at his own initiative. He will now simply not be allowed to look, and defender may no longer show dummy his hand. As well, if dummy has violated his limitations described in this law and he is the first to draw attention to a defender's irregularity, the declaring side will keep the score achieved at the table even though by use of a split score the defending side will have its score adjusted if it gained through the irregularity.

**Law 53: Lead out of Turn Accepted.** A lead out of turn to trick thirteen may not be accepted and must be retracted.

**Law 57: Premature Lead or Play.** Among the existing options declarer has when a defender leads before his partner has played to the current trick or plays out of turn before his partner has played, declarer may now also choose to require offender's partner to play a card of another suit specified by declarer. Note that this law continues not to apply in cases where the action of partner is a claim or concession of more than just the trick in progress. See Law 68.

**Law 65: Arrangement of Tricks.** A player may point out a card pointed incorrectly, but only until his side leads or plays to the following trick. Declarer is now bound by the same time limit as the other players at the table.

**Law 66: Inspection of Tricks.** Declarer or a defender may inspect (but not expose) his own last card played until his side has led or played to the next trick. This is a change from the current time limit of until a card is led by either side to the next trick.

**Law 68: Claim or Concession of Tricks.** The major change in this law is that at the request of the non-claiming or non-conceding side and with the concurrence of all four players, play may continue without the need to summon the director. Previously, play was supposed to cease once a claim or concession was made. If the players agree to play on, the table result achieved will stand. The claimer/conceder picks up his faced hand in such cases and play

continues. Silence in response to a request to play on is deemed to be concurrence. If instead someone does not agree, the director is called. Once the director is called, there is no second chance to play on. He arrives and applies Law 70.

**Law 73: Communication, Tempo, and Deception.** Part E of this law continues to recognize a player's right to deceive an opponent by a call or play so long as that call or play is not protected by concealed partnership understanding or experience. Players may purposely violate partnership agreements (excluding certain psychic bids prohibited by regulation) in an attempt to deceive an opponent. For example, players may deliberately play a deceptive card in an attempt to make an opponent go wrong. Now explicit to the law, though, is that it is not legal to emphasize that deception with "unwonted haste or hesitancy". For example, it is not legal to take a long time to decide which of two low equal cards to play in order to deceive an opponent when the effect of the hesitation is to give that opponent the reasonable impression you were considering winning the trick.

**Law 75: Mistaken Explanation or Mistaken Call.** This law has been restructured with examples removed, and it is now clearer that failure to disclose information accurately constitutes misinformation that may lead to a score adjustment. Players should always disclose partnership agreements fully and freely upon request, but they also need to realize that answering inquiries from an opponent with words such as "I take it to mean" or "I think it means" are improper. If no agreement exists, players are expected to state that fact, not guess what a bid means. Doing otherwise not only can cause misinformation leading to a score adjustment, it also gives partner unauthorized information that may lead to a score adjustment.

A list of anticipated Frequently Asked Questions will be available on the ACBL website by September 25. Meanwhile, if you have any questions about the new Laws, please contact Tony Greene at (662) 253-3143 or Keith Wells at (662) 253-3165.

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