

# Newsletter

October 2019



HKCBA LTD

<http://www.hkcba.org>

Member of World Bridge Federation

Member of Pacific Asia Bridge Federation

Member of Sports Federation and Olympic Committee of Hong Kong, China

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## 5th Council Meeting Minutes

Date: August 6, 2019 (Tuesday)

Time: 7:30 p.m.

Venue: 20/F, Kelly Commercial Centre, 570-572 Nathan Road, Yau Ma Tei, Kowloon

Present: Officers:

Derek Zen – President (DZ)

Leo Cheung – Vice President (LC)

Pearlie Chan – Secretary (PC)

Zia Wai - Treasurer (ZW)

Council members:

Charlie Lee (XL)

Crystal Tang (CT)

John Tsang (JT)

KF Mak (KF)

Louis Tam (LT)

Ronald Hui (RH)

Tony Lau (TL)

WK Lai (WK)

Item	Content	When	Action
1	Adopted minutes of last meeting.		
2	Follow up matters raised in last meeting (by minutes order): i) EGM: to confirm EGM date for changing accounting period and to appoint someone to replace RH as Council member due to his resignation. ii) Anti-sexual Harassment Policy: PC will help formulate the policy for Council's review by the end of 2019. iii) Tier B Sports Funding for 2019/2020: already submitted to government but still need to provide some supporting documents. WK and ZW will follow. iv) Hire a Part-time coach: since no one apply for the position, HKCBA Council will appoint.		PC, ZW  PC



## 6th Council Meeting Minutes

Date: September 9, 2019 (Monday)

Time: 7:30 p.m.

Venue: 20/F, Kelly Commercial Centre, 570-572 Nathan Road, Yau Ma Tei, Kowloon

Present: Officers:

Derek Zen – President (DZ)  
Leo Cheung – Vice President (LC)  
Pearlie Chan – Secretary (PC)  
Zia Wai - Treasurer (ZW)

Council members:

Crystal Tang (CT)  
John Tsang (JT)  
Louis Tam (LT)  
Ronald Hui (RH)  
Tony Lau (TL)  
WK Lai (WK)

Others:

Kelvin Chan

Apologies: Council members:

Charlie Lee (XL)  
KF Mak (KF)

Item	Content	When	Action
1	Adopted minutes of last meeting.		
2	Follow up matters raised in last meeting (by minutes order): viii) EGM: Council decided to hold EGM on October 22, 2019 6:30pm (before the start of Invitational Team). PC to issue notice. ix) Anti-sexual Harassment Policy: PC will help formulate the policy for Council's review by the end of 2019.		PC  PC

	<p>x) APBF Captain's report: PC to follow up on the outstanding reports.</p>		PC
3	<p>Financial Affairs:</p> <p>ii) Latest Bank Balance: HKD1.3mil. HKCBA to refund HKD185,465 of the unused Preparation Fund for Asian Games 2018 to LCSD.</p>		
4	<p>Internal Affairs:</p> <p>v) Coach of Elites athletes: Council agreed LC to temporarily take up the position as Head Coach and WK and XL as Assistant Coach until March 31, 2020. Their names were submitted to HKSI. LC will post the Coach Recruitment Ad to openly recruit for the position.</p> <p>vi) Full time Administrative staff of HKCBA: CT has been hired as a full time staff of HKCBA effective October 1, 2019.</p> <p>vii) Tournament Operations: to review the starting time of HKCBA evening events whether to align with Invitational Team (7:15pm) start or not.</p> <p>viii) New Council member: Council appointed Kelvin Chan to replace RH with immediate effect.</p>		LC
5	<p>External Affairs:</p> <p>Nil</p>		
6	<p>AOB:</p> <p>Nil</p>		
	<p>The next meeting will be held on October 10, 2019 (Thursday)</p>		

## Appeals form

Event	Year-Round IMP Pairs 7
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Round	9	Date	08, March, 2019
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Board	11	Result	4S, W, =
	S 98		
	H T854		
	D Q986		
	C A65		
S KQ63	N	S AJT	
H ---		H AKQJ3	
D T732		D 54	
C KQJT3		C 742	
	S 7542		
	H 9762		
	D AKJ		
	C 98		

Bidding				Play			
N	E	S	W	N	E	S	W
Bell Tam	Laurance Lo	C C Cheung	Daniel Chui	Bell Tam	Laurance Lo	C C Cheung	Daniel Chui
		P	1C	D6	D4	DK	D2
P	1H	P	1S	D8	D5	DA	D3
P	2D	P	3C	D9	ST	DJ	D7
P	4C	P	4S	CA	C2	C9	CK
AP				C6	C4	C8	CT

Facts Presented
<p>The Tournament Director (TD) on-duty was summoned by North after the conclusion of play.</p> <p>North claimed that, if East correctly explained the 3C only promises 5 cards, he could return a Diamonds after winning with the CA, after which the declarer may choose a less successful line of play which may fail the contract.</p>

Before final pass, South asked several questions:

1. 1C, NAT;
2. 1H, NAT;
3. 1S, which explained promising unbalanced;
4. 2D, which explained as 4<sup>th</sup> suit forcing, GF;
5. 3C, which explained as “有 6 隻”;
6. 4C, fit;
7. 4S, which explained as fit Clubs, cue bid;

EW cannot provide any evidence which may prove the correct agreement of 3C in this sequence.

#### Director's Ruling

Since the actual hand deviated from what was explained, it should be taken as a mistaken explanation as there was no solid evidence to prove otherwise.

TD made a consultation subsequently. 6 players of same class were inquired. Holding the North's cards, provided the table facts up to trick 3, they were asked about the defense starting from trick 4, given the two different meanings of 3C.

From the consultation result, no player would choose the line of defense as suggested by North. They either choose the line of defense happened at the table, or ducking the first clubs, after which the declarer would likely make his contract. Therefore, the TD ruled the table score to stand.

Law reference: 75B1.

Facts Confirmed		Facts Confirmed
Appellant 1	Appellant 2	Opposing Pair

## Reasons for Appeal

First of all, I have to thank the tournament director, Mr Alan Mok, for spending so much time in the ruling and appeal. Alan is one of the most responsible and efficient director I have ever seen.

This appeal is purely academic as there will be no change in the rankings of any pair in the event. I appeal only because I would like to clarify some of the practices when directors make rulings.

After went through all the newsletters posted on HKCBA's web site, from 1996 to 2019 (2007-2010 missing), there are only 6 appeal cases found.

2018Oct - misinformation → table result adjusted

2011Jan - misinformation → table result stand

2006April - claim and break in tempo

2006Oct - fail to alert

2004July - misinformation → table result pro-rata adjusted

2003April - misinformation → table result adjusted

According to director's ruling, he made consultation on the line of defence I suggested (if given correct explanation) and concluded that no one will choose this line so therefore table result should stand.

There are some questions in mind:

1. Should the director challenge non-offending side' s alleged line of defence?

I don't understand why my line is put under challenge, at the table I paused quite a long time before took the CA. I have really considered my options. I can either disregard the explanations given, took CA and shift to DQ to force, or, trust the opponents know what they are bidding and give partner a ruff (when East explained the bids, he looked very confident and with zero uncertainty).

Forcing dummy is not a complicated line made up to take advantage of the infraction, why can director overrule my actual thinking? I believe that a director can only challenge an action which he suspects is extremely unreasonable and highly unlikely to happen at the table.

References are made below:

Appeal 2003April - "Whether East could have led a spade had he known the meaning of all the bids was not at all clear to us. East argument on the Appeals Form was not

convincing. However, leading a spade is a viable option in this case. According to Law 84D and the WBF Code of Practice, the director and the Appeals Committee can only rule in favor of the non-offending side.”

Appeal 2004July – “The appeals committee decided that the key question is whether 6NT makes after a Heart opening lead. It was felt that this should not affect the non-offending side and the TD’s ruling will stand for their team”. The non-offending side, whether he will lead a Heart or not should not be challenged.

Appeal 2011Jan – “NS in our opinion has done a lot of thing out of ordinary……making a series of bad judgment…”

Non-offending side’s actions were challenged because of the above

Appeal 2018Oct – “we have examined the poll of the second consultation, we are satisfied with that suitable persons have been asked appropriate questions to enable a judgmental view to be obtained; and the replacement ruling was within the bounds of reasonableness.”

Despite 2003 and 2004 Appeals, non-offending side’s action was challenged by the directors but passed.

2. If a director challenges non-offending side’ s actions, what should he challenge?
  - a. Should he ask other same class of players what actions will they do and then poll?
  - b. or should he ask other same class players is that alleged action a reasonable alternative acceptable to them?

According to Law 16Bb

“A logical alternative is an action that a significant proportion of the class of players in question, using the methods of the partnership, would seriously consider, and some might select.”

Regarding polls: I think ruling by poll is just wrong, if you read the Appeal2018Oct, it is very confusing. TD on duty consulted players playing in the event and concluded table result stand (it didn’t mention what’s the poll result), but CTD did another consultation of players not playing in the event resulted in unanimous result the other way. No explanation was given as to why. There is clearly something wrong, either in the sampling of “same class players” or the way of questions they asked. In addition, a poll result deprived the non-offending side’s right of good play/defence, can I be just better than normal at that moment? Everyone has been there, being the only player who made

a hand or beat a hand.

For this case, I did a consultation myself, I asked 5 players (3 of them are medalists, 1 is many times NPC of HK teams, 1 is my regular teammate, yes, I am pretending I am in the same class with them), all will take CA and then return DQ. So who is right? Your poll or my poll?

3. Should the director ask for reasoning instead of just take a poll result to rule?

I am sorry that the director never asked why I took CA and shift DQ and neither did he tell me why all the 6 same class players consulted will allow declarer to get a club trick.

Looking at the dummy, you can count declarer's tricks easily, if you duck the CA or give him another club, he has 1 diamond ruff, 1 club trick, 4 heart tricks, and AKQJ 4 spade tricks, which added up to 10. A hope to beat the contract is to get a trump trick by forcing dummy to ruff. You only need partner has as little as trumps 76xx and then there is automatically a trump trick for our side.

4. The damage

The focus should be, after my suggested line of defence, will declarer make his contract? I consulted a very good player and he agreed that, after ruffing DQ, he will play for a 33 trump break and then go one down.

I didn't consult anyone else then because this is easy maths, 33 trump is 36%, play the actual layout for a trump coup is 4.8%, being  $(42 \text{ break}) \times 50\% (4 \text{ trumps held by S}) \times (3/6 \times 2/5)$  (N holding 2 of the top spades 987).

Lastly, I would also like to point out that this case will never happened if West knew his obligation under Law 75B3 that "If the player's partner is to be declarer or dummy, he must, after the final pass, call the Director and then provide a correction." I know West very well, he is definitely a very ethical player but, also an amateur casual player like me. We are just not that familiar with the laws and sometimes don't know what we are required to do. It will be a great help if the association can summarize all those common traps and obligations to us and put it on the web.

Deposit Received	Tournament Director

## Decision of Appeals Committee

The ruling sounds too vague and lacks sufficient elaboration, one might expect competence of Tournament Director (TD) including but not limited to the thoroughness in presenting rulings in written.

Actual hand deviated from explanation (no matter verbal or written) is not a sufficient reason, if has any relevance at all, for concluding / taking as a mistaken explanation --- the keyword is partnership agreement (which might have nothing to do with the actual hand). Since the TD mentioned only one Law reference: 75B1, let's read that anyway. "When the partnership agreement is different from the explanation given, the explanation is an infraction of Law. When this infraction results in damage to the non-offending side, the Director shall award an adjusted score." It follows under the same Law 75 there are others such as Law 75D2: "It is a condition of any partnership agreement that both players possess the same mutual understanding, and it is an infraction to describe an agreement where the same mutual understanding does not exist. If the Director determines that the misleading explanation was not based upon a partnership agreement, he applies Law 21B." Also Law 75D3: "When there is an infraction (as per B1 or D2) and sufficient evidence exists as to the agreed meaning of the call, the Director awards an adjusted score based upon the likely outcome had the opponents received the correct explanation in a timely manner. If the TD determines that the call has no agreed meaning, he awards an adjusted score based upon the likely outcome had the opponents been so informed."

So, had the TD even asked the players whether there was an agreed meaning? What was the TD's determination thus what question(s) were the consultants asked? Based on "the agreed meaning" or based on "no agreed meaning"? By "... .. given the two different meanings of 3C." does the TD mean "... .. only promises 5 cards" and "有 6 隻" (has 6 cards)? How about the "no agreed meaning"? This could be a potential failure of TD from a procedural perspective.

"... .. after which the declarer would likely make his contract" Is that TD's judgment and/or had he consulted a quorum? The lack of elaboration of not only the conclusion but also the process makes life difficult for us the Appeals Committee to follow his rationale. Worse still, the actual play was not recorded after trick 5. If the TD wishes to refer to the actual play "by the same token the declarer would not play for trumps 33, instead, would have pulled of four heart winners, risking the ruff by North, to discard all the remaining clubs (and that remaining diamond, for that matter) to score a small trump in hand via a club ruff, the trump coup; alternative line, playing for trumps 33, could be drawing three of trumps by overtaking or drawing a couple of trumps then ruff the second/third heart as entry, either would have failed.

Why the TD has caused all the trouble by omitting the actual line of play (which could be the rescue for his "seemingly reckless" conclusion)? Alternatively, why not consulting the line of play upon receiving the various lines of defense (The "Ace-and-another-club", the "duck in clubs", and the "diamond punch")?

"The contract should have been made anyway" should not be so hypothetical. Such conclusion, if valid, should have been backed by proper procedures but not guesswork.

By double-dummy, declarer could still make his contract even with a diamond return, however, there is no reason why declarer should play for the actual, particular lying of trumps (98, 97 or 87 doubleton with North) as if he relies on trump's breaking 3-3, he would go down.

No problem with the TD assuming mistaken explanation. No problem with the TD going along with the consultants' consensus -- like it or not, the Committee wish not to re-play the hand as that should be the privilege of the consultants but not ours, unless the consultation process was "invalid" due to procedural errors -- The issue we wish to draw everyone's attention is about whether the correct questions were asked during the consultation, the base was on "the correct agreement" or on "no agreement". The different bases could lead to different consultation results thus alternative ruling.

The majority of the Committee was once in favor of a score adjustment since declarer could go down at least half of the time given a diamond return. Nonetheless, upon the Committee addressing the questions as stated to the TD, he responded (the response was more or less the Chinese version of the "Director's Ruling" presented), but refrained from answering those questions regarding his procedures in consulting. We concluded that the TD has no defense in the allegation to his failure in complying with proper procedures.

The Committee's decision is to award an adjusted score, treating both sides as non-offending according to Law 82C: Director's Error. To be exact, both sides to be assigned "average plus". Deposit to be returned.

	Chairperson's Signature