

The new new Law 27 (updated June 8, 2008)

No, this is not a misprint. The new 2007 Bridge Laws were released in December last year. Zones and NBOs had seen them a few months prior to this, but there was an embargo on public release.. Soon after their public release, it became obvious that the new Law 27 was defective. The Laws Committee went back to the drawing board and a new version produced.. Now 6 months later we are still arguing about Law 27!

These changes in Law 27 are well intentioned. They try to reduce the number of hands which can't be played out to a reasonable result after an insufficient bid. We have all seen situations where an insufficient bidder has to make some sort of guess as to what to do when partner is barred from the bidding, with a certain randomization of results. This new version removes some problems, but it still leaves the Law as something of a nightmare for directors. The occasional playing directors at the club level are going to have problems in even understanding the wording of this Law. In this article, I'll try to be as helpful as possible, and will include as many examples as I can. But I repeat the caveat – these articles have no official status. They represent my own interpretations of the Law.

At the end of this article, I have included a section 'Advice for club directors' which you may find helpful.

First I have included the full draft of the new Law 27. You might like to print this out and enclose it in your 2007 Lawbook after scratching out the original Law 27. Note, by the way, that the 2007 Laws no longer talk of conventional bids. They talk of artificial bids, and the definition which appears in the Definition section of the Laws is somewhat different. The WBF have advised that they plan to recommend that any opening suit bid that can be made on less than three cards in the suit will be classed as artificial. This means that, for any 5 card major system that can open 1C or 1D with less than 3 cards in the named suit this makes the 1C or 1D bid artificial.

This article has been updated on June 8, 2008. I have edited some of the text, and added a new section at the end. Read the following in the realization that there may be some provisos covered by the update section.

Reg Busch June 8 2008

Revised Text of Law 27:

5th March 2008

Agreed version

Law 27 - INSUFFICIENT BID

A. Acceptance of Insufficient Bid.

1. Any insufficient bid may be accepted (treated as legal) at the option of offender's LHO. It is accepted if that player calls.
2. If a player makes an insufficient bid out of rotation Law 31 applies.

B. Insufficient Bid Not Accepted.

If an insufficient bid in rotation is not accepted (see A) it must be corrected by the substitution of a legal call (but see 3 following).

Then

1. (a) if the insufficient bid is corrected by the lowest sufficient bid in the same denomination and in the Director's opinion both the insufficient bid and the substituted bid are incontrovertibly not artificial the auction proceeds without further rectification. Law 16D does not apply but see D following.

(b) if, except as in (a), the insufficient bid is corrected with a legal call that in the Director's opinion has the same meaning* as, or a more precise meaning* than, the insufficient bid (such meaning being fully contained within the possible meanings of the insufficient bid) the auction proceeds without further rectification, but see D following.
2. except as provided in B1 above, if the insufficient bid is corrected by a sufficient bid or by a pass, the offender's partner must pass whenever it is his turn to call. The lead restrictions in Law 26 may apply, and see Law 23.
- 3 except as provided in B1(b) above, if the offender attempts to substitute a double or a redouble for his insufficient bid the attempted call is cancelled. The offender must replace it as the foregoing allows and his

partner must then pass whenever it is his turn to call. The lead restrictions in Law 26 may apply, and see Law 23.

4. if the offender attempts to replace the one insufficient bid with another insufficient bid the Director rules as in 3 if the LHO does not accept the substituted insufficient bid as A allows.

C. Premature Replacement

If the offender replaces his insufficient bid before the Director has ruled on rectification, unless the insufficient bid is accepted as A allows the substitution stands. The Director applies the relevant foregoing section to the substitution.

D. Non-offending Side Damaged.

If following the application of B1 the Director judges at the end of the play that without assistance gained through the infraction the outcome of the board could well have been different and in consequence the non-offending side is damaged (see Law 12B1), he shall award an adjusted score. In his adjustment he should seek to recover as nearly as possible the probable outcome of the board had the insufficient bid not occurred.

[*footnote:* * the meaning of (information available from) a call is the knowledge of what it shows and what it excludes.]

So what is your procedure when called to the table for an IB? I like to have what I call a catechism for these complex situations – others may call it a flowchart. Note that I'll use the following abbreviations in this discussion.

IB = insufficient bid

RB = the replacement bid

AI = authorized information

UI = unauthorised information

Natural bid = a bid that is not artificial.

Note that I use the old word 'penalty' in lieu of the new word 'rectification'. This is deliberate. It is difficult enough to grasp new concepts in this Law without the added difficulty of using new and unfamiliar terms. So when you read 'penalty' think 'rectification' if you wish.

Catechism

1. Offer LHO the option of accepting the IB. If he does so, bidding proceeds as though the IB was legal. And the IB is AI to all. Bidding proceeds. If he elects not to accept then...
2. Decide whether the IB, or the IB corrected to the next legal level, could possibly have been artificial. If you decide it could have been artificial then 27B1(a) does not apply. This has not yet barred partner from bidding.. You should refer to 27B1(b) which may allow the IB to be replaced with another bid that allows bidding to proceed.
3. If you are satisfied that the IB was natural, then you apply 27B1(a). But the IBER may have extra rights under 27B1(b). So you may have to check out their system to see if there are any other rights under 27B1(b).
4. If you believe that the IB or the RB at the next legal level could possibly be artificial, and that he offender can't correct under 27B1(b), then he must correct his IB to a sufficient RB and his partner must pass throughout.
5. Zone 7 recommends that you should take the IBER away from the table if there may be any problems at all in deciding the above. Warn the IBER not to make any comment at the table such as 'I didn't see that call' or 'I thought I was the opener'. This gives UI to partner. Ascertain what the IBER thought he was responding to – this may be necessary information in reaching your decision.

Law 27B1(b)

Let's try to put this Law into plain English as far as possible. It can best be shown by an example. Note that this Law says that the IB may be replaced by a legal *call*. A call may be not just a bid, but a pass, double or redouble.

#1

W	N	E	S
1D	1S	1H	

Without the interpose bid 1D – 1H would systemically mean ‘I have at least 4 hearts and enough points to respond to 1D’. This IB could be corrected to 2H under 27B1(a) with bidding proceeding. But Law 27B1(b) says that I am entitled to make my IB good with any other legal call, provided that, at the very least it contains all the information from the IB. It may contain more info, but it can’t contain less. So, if we are playing a system where 1D – (1S) – X conveys that message at least, then I could most times replace my IB with a double. (But see Update later for exceptions) On the other hand, if we are playing rather more wide ranging negative doubles showing values which would most times show at least 4 hearts, but not promise this, then I could not legally change my IB to a double.

Law 27B1(a)

Let’s look at 27B1(a). This is much the same as in the 97 Laws. In all my examples. I’ll assume that West is the dealer.

#2

W	N	E	S
1H	2S	2H	

This section says that, provided the 2H bid is natural (not artificial) and that a RB of 3H is also natural then the IB may be replaced by 3H and bidding proceeds without penalty. (Note by the way that the new Laws no longer talk about conventional bids, but use the term artificial). The IB of 2H is AI to all at the table including West. This seems a rather generous approach to EW. Not really so. Look at Law 27D. The TD may adjust the score if he considers that the offending side gained an advantage through the IB. For example: West has a better than minimal hand with 15 HCP. But having heard his partner really only wanted to raise to 2H, he decides to pass and not go on to game. 9 tricks is the limit of the hand and EW get a good score. Even though the 1H IB is AI to West, his use of it has given his side a good result. So the director may adjust the score to –50 for 4H off 1. In making this sort of decision as a director (as in all subsequent examples), picture the auction as though there had been no IB and the bidding had simply gone 1H - 2S – 3H.

#3

W	N	E	S
1H	2S	1NT	

Under this Law, East may change his call to 2NT and bidding proceeds. The 1NT call is AI to all, including West, and West is quite entitled to use this info with later decisions. But again 27D allows the TD to adjust the score if the IB allowed the side to get a good result, for example staying out of an unmakeable 3NT.

Now a more complex example

#4

W	N	E	S
1H	P	1H	

Seemingly East missed West's opening bid. How do you rule?

At first, let's assume that EW are playing a standard system that opens 4 card majors.

Under 27B1(a), East could bid 2H and bidding could proceed with the proviso that the TD may adjust under 27D. But East may also have rights under 27B1(b). His 1H bid conveys the info 'I have an opening hand and at least 4 hearts'. Systemically does he have any other bid that conveys at least that same message? Perhaps they are playing a Jacoby style where 1H – 2NT conveys the same message – an opening hand with 4+ hearts. He could legally replace his IB with 2NT and bidding proceeds normally. Or perhaps they are playing the older Standard where 1H – 3H shows an opening hand with 4+ hearts, in which case the 3H would be legal. Perhaps they are playing splinters which show a singleton, at least 4 hearts and an opening hand. In this case, with say a singleton club, he could bid 4C. Note that the 4C bid conveys more info than the 1H IB. This is not the issue. The RB is allowed to show more info than the IB, but may not convey less.

Now let's assume, in this same sequence, that EW are playing a 5 card major system. The IB conveys the message that I have 5+ hearts and an opening hand.. Now, unless they have a system that some other call will convey at least that message (most unlikely) then East's rights will extend only to his rights under 27B1(a)..

#5

W	N	E	S
P	1S	1H	

What are East's options here. 1H or 2H would be natural, so 27B1(a) will apply. He could bid 2H and bidding will proceed, the 1H bid is AI, but Law 27D may apply.

Does he have any other options under 27B1(b)? Yes he may. His 1H bid says 'I have an opening hand with 5+ hearts'. Is there another bid in their system conveying at least that message? For example, if EW are playing intermediate jump overcalls (at least a good 14HCP) then he could bid 3H. It conveys more info than the 1H, but it does convey all the info from the 1H bid. Supposing that EW are playing Michels cue bids, which at this vulnerability would show at least an opening hand, at least 5 hearts plus a 5 card minor. Could he now bid 2S to show this type of hand?. Yes. The question to ask yourself is this: has West learnt anything about East's hand from the IB that he doesn't learn from the RB? If, like most of us, they play Michels with hands somewhat below opening strength, then the IH IB could not be replaced by 2S.

#6

W	N	E	S
1C	P	1C	

Again East seemingly has not seen West's opening bid. How do you rule?

You find EW are playing a natural 1C opening – at least 3 clubs. So under 27B1(a), East can bid 2C without penalty. Any other options under 27B1(b)? East's 1C bid says 'I have an opening hand with 3+ clubs. Within the EW system, could he change his bid to 3NT under 27B1(b), thereby allowing West to bid on with say 19-20 HCP?

Suppose that in the EW system 1C – 3NT shows 13-15 HCP with clubs as the only four card suit, and suppose that the East hand has only three clubs, so that east's bid is systemically a misbid. At first I believed that he was not entitled to make this bid. But it is now generally accepted that East is entitled to mis-describe his hand if he can keep the auction open under 27B1(b). But this is a situation covered by 27D if opponents are disadvantaged.

Now for the old bugbear, the insufficient bid in response to an Ace ask. At a later stage in the auction you have this sequence.

#7

W	N	E	S
4NT	P	4D	

4D shows one Ace. Applying our catechism, we ask is the 4D bid artificial? Who knows? What partnership has an understanding about a 4NT – 4D sequence? But the 5D bid is certainly artificial. So 27B1(a) does not apply. Does 27B1(b) allow a RB of 5D? Yes – the 5D bid gives exactly the same info as the IB. Bidding can proceed normally by allowing East to make the RB of 5D.

What about the next situation in a competitive auction?

#8

W	N	E	S
4NT	5H	5D	

East's 5D over 4NT would show one Ace. Applying 27B1(b), do EW have a call giving the same info? EW are playing DOPI whereby, after interference over a Blackwood ask, a double shows no aces and a pass shows one Ace. We would allow East to change his 5D bid to pass. If EW were playing PODI (pass = none, double = 1), we would allow East to change his call to double.

Update on Law 27 – June 8 2008

Recently the European Bridge League conducted a seminar on the 2007 Laws. Max Bavin, Chief Director of the EBU and one of the world's top directors presented a paper on Law 27. This article is based on what he presented. Whilst this was a Zone 1 matter, there does not seem to me to be any conflict with the policy of our own zone (Zone 7). His paper concentrated particularly on Law 27B1(b).

He presents a simple test in applying 27B1(b). *'Would all hands which might make the new call (the replacement bid) have also made the old call (the insufficient bid)? If the answer is 'yes' then it's OK under 27B1(b); if 'no' then it's not.*

As an example, consider

#9

2NT – P – 2C

East thought he was responding to 1NT. EW are using simple Stayman over 1NT and 2NT. Is East entitled to change his call without penalty to 3C. At first sight this might seem fair enough East is asking the same question 'Do you have a major?' Let's apply what we might call the Bavin test. The question we must ask is whether all possible hands that East may hold that would use 3C after 2NT would also use 2C over 1NT. The answer is no. Take a hand like this:

♠: Qxxx ♥: xxx ♦: Jxxx ♣: Qx

After 2NT (21-22) this hand might well use 3C Stayman. But over 1NT, this hand would pass.

The Bavin test is another way of asking 'Does West gain any information from the 2C bid that he doesn't get from the 3C bid?'. Remember that *'the meaning of (information available from) a call is the knowledge of what it shows and what it excludes'*. In the 1NT – 2C sequence, what info does West have? East is showing an interest in a major, but he is also showing an intention not to settle for just 1NT. In other words he doesn't have a balanced hand with up to 7 HCP which would simply pass 1NT. So the 2C bid excluded hands such as the above whereas the 3C bid does not. So we disallow 3C under 27B1(b)

The situation is even worse if you're playing some sort of extended Stayman which asks about a major and your range. Thus 1NT – 2C conveys the info that I want to know about your 4 card major, but also that I have sufficient HCP to cope with your jump response. To take an extreme example, an Acol style sequence where 1NT is 12-14 and 2NT is 21-22 and 1NT – 2C is major and range asking:

2NT – 2C East thought he was responding to 1NT. Now his 2C bid tells partner that he has enough HCP to cope with any response, even a jump. West knows from East's 2C

response that together they have 32+ HCP, enough to be in the slam zone, info he would not get from 2NT – 3C.

Another example Acol style:

#10

1D – 1H
2NT – 2C

West's 2NT rebid shows 19-20 and is game forcing. A 1NT rebid would show 15-18. After the 1NT, 2C is checkback asking for 3 hearts or four spades and range. The 2C bid conveys the info that I have 8+ HCP, enough to cope with a jump response. This is info not conveyed if I had bid 3C over the 2NT. So we don't allow the change .

I can't think of any situation where an insufficient Stayman response could be corrected under Law 27B1(b). I'm not sure that this was the intention of the Lawmakers, but it is the result.

But there is one proviso. Law 27 requires the TD to form an opinion as to the intention of the IBer before making his ruling i.e. what he thought he was responding to. In some situations he may make a good case for inadvertency under Law 25, in which case the 2C bid is simply cancelled and is replaced by 3C, his intended bid. But there may be a situation where the IBer insists that he thought he was responding to 2NT, but his bid may not meet the Law 25 requirements. If he can convince the TD of this (and the TD should be very skeptical of such claims), then you might allow the 3C bid under 27B1(b) as representing his actual intention. Even then you may resort to Law 27D.

Some more provisos. Let's go back to an earlier example:

#1

W	N	E	S	
1D	1S	1H		East didn't see North's 1S bid.

Supposing the EW system is always to show a hand with 16+ HCP by either a jump shift in a suit or a jump to 2NT. Now a 1D – 1H sequence would limit East's hand to a maximum of 15 HCP. Unless a replacement double would also contain that limit, then it is not acceptable under 27B1(b). Don't forget that info from a call is not just positive info but negative info. So you can see the need, in adjudicating on IBs for you to familiarize yourself with the side's systemic agreements.

Another example:

#11

1C - P - 1C.

This time EW are playing Precision, with 1C being artificial showing 16+, any shape. East didn't see West's opening 1C. The 1C is artificial, so no recourse under 27B1(a). EW have no method of showing a 16+ any shape hand in a response to 1C, so East must choose the final contract. He opts for 6NT. The rest of the room found their spade fit and played in 6S making. 6NT is an inferior contract, but happens to make, giving EW are top on the board. The opponents ask for an adjusted score. Do you adjust?

No. This is 'rub of the green'. You never adjust when a player has through an infraction barred partner, and by chance has fallen into a good spot (the only exception is under Law 23 under the 'could have known' clause).

Lead penalties after insufficient bids

Laws 27B1(a) and 27B1(b) both say, that where the IBER is able to correct his IB without barring partner, then the auction proceeds without further rectification. Some have taken this to mean that there is no lead penalty under Law 26 if the offending side later become defenders. The Bavin paper makes it clear that lead penalties may apply in this situation. He expects the WBF to issue a clarification note later this year.

So when would you adjust under Law 27D?

1H – P – 1H (corrected to 2H under 27B1(a)). All legal. EW now start a slam exploration sequence helped by the low level of the bidding. If they bid and make a slam, the TD may adjust if he believes they would not have got to a slam in a normal bidding sequence. He may even apply a weighted score under law 12.

W N
2S (weak) 1NT North didn't see the 2S bid and was trying to open 1NT (12-14).
Over the 2S 2NT would show 15-18.

North is entitled to change his call to 2NT under 27B1(a), which he does. What are the constraints on South? None. He can act on the assumption that North has 12-14 and not 15-18. But, whatever the outcome of the hand the TD may adjust if NS have a result better than they would have had minus the IB.

W E
1C 1C (corrected to 3NT under 27B1(b))
6NT

Systemically 1C – 3NT would show an opening hand with clubs as the only 4 card suit. East who holds only three clubs has opted to misbid his hand to keep the bidding open (as he is entitled to as explained above). NS win the heart Ace and in the later play South, who holds four clubs to the Jack in the black suits has to find a discard in one of those suits. Dummy has AQx in the black suits So he discards the SJ because systemically East must hold four clubs. East in fact hold four spades and three clubs and makes his contract when the spades fall.

I would adjust here. Though EW gained via the deliberate misbid rather than the actual IB, it was the IB that allowed East to mis-describe his hand. This is a situation for a 27D adjustment.

Take the same sequence.

W	E
1C	1C (corrected to 3NT under 27B1(b))
6NT	

This time, because of the IB, EW don't find their spade fit. The rest of the room are in 6S going off on a foul 5/0 spade break. 6NT happens to make. Do you adjust?

I would not. I see this as 'rub of the green'. It's true to say that without the IB EW would probably have got to 6S like the rest, I don't see this as from 'assistance gained through the infraction'. They got their good result from a chance lie of the cards. There is no rule that you can't get lucky after an infraction.

Reg Busch
10.6.08

Advice for club directors

The new Law 27 is going to be a nightmare for club directors. Six months after official publication of the new Laws there is still no consensus amongst senior directors as to what it all means. Club directors are largely voluntary and playing. When called to a table for an IB you will often have a time consuming procedure to follow. You can't postpone your decision for further thought – play must proceed (not only at this table but at your own table)! Inevitably you will wonder afterwards whether you have ruled correctly and will sometimes be sure that you didn't. So here are some hopefully helpful guidelines.

Law 27B1(a) is unchanged from the 97 laws. Law 27B1(b) is quite new. The Zone 7 offers some guidelines for procedure. Give your players an occasional lecture that, when they have made an IB they should make no comment such as 'I didn't see that bid' or 'I thought I was the dealer'. These comments are UI to partner and may jeopardize their subsequent rights.

You are in doubt whether to allow a 27B1(b) correction. The Zone 7 regs suggest that when in doubt allow the correction and apply Law 27D later if necessary. Remember that, when you allow bidding to proceed, advise the non-offenders of their right to call you back if they feel they have been damaged by the IB.

Did I make the right decision? If on reflection you feel you may have made, or even did make, the wrong decision, you can correct for this. One thing you must **not** do (even if you are now sure you were wrong) is to rule under Law 82C (Director's Error). Law 27D allows you to adjust the score to the likely result without the IB, so you use this law. So remember that, if you make an error under pressure (and most of us will) you fall back on 27D.

The IBer claims inadvertency (unintended). Remember the guidelines for assessing inadvertency:

- (a) the player's reaction must be immediate once he realizes what he has written
- (b) he must be able to say immediately what he meant to write
- (c) what he actually wrote was never in his mind to write no matter however inconsistent with the auction. The fact that he may have been confused about the level of the auction is not evidence of inadvertency.

Insufficient Stayman bid: as a general rule it will not be possible for a Stayman IB to be replaced under 27B1(b). See earlier text.

Keep reading this article from time to time. Regard it as a work in progress. As more information becomes available and (hopefully) some sort of consensus things will become clearer. As more examples come to light we'll be able to list more and more illustrative cases of Law 27 in action. So watch this space.

Reg Busch June 8 2008