Law 93C1

Appeals to the National Authority are settled by the SBU Laws and Ethics Committee, and must be submitted in writing to the SBU Secretary who will forward it to the Laws and Ethics Committee for a ruling. Such appeals are subject to a deposit of £25, refunded only if the Laws and Ethics Committee considers the appeal to have merit. You should inform the Tournament Director of your intention to appeal, since the Committee may want information from him/her, as well as the comments of the Appeals Committee which heard the original appeal. The deposit will normally be returned only if the Laws and Ethics Committee considers the appeal to involve a question of principle, error of direction, or an error in the application of Law or Regulation.

Players or TDs may appeal to the National Authority only if:

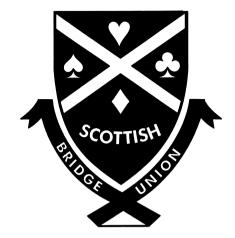
Some member of the Appeal Committee might be biased by personal relationship with one of the parties.

The Appeal Committee was incompetent in carrying out its duties, by failing to follow correct procedure, failing to inform itself of the facts, abusing its powers, etc.

There is normally no appeal against the Appeal Committee's bridge judgment.

Players should be aware that the Laws and Ethics Committee will overturn an Appeals Committee ruling only if:

- (i) the ruling is incorrect under the Laws; or
- (ii) the Appeals Committee Procedure was incorrectly carried out; or
- (iii) a value judgement was grossly inappropriate



The 2007 Laws – for Directors

Interpretation and Guidance for the Scottish Bridge Union

(Revised September 2009)

Subsequent to the publication of the new Laws, the WBF has issued two further guidance documents: WBF Laws Committee Minutes, Beijing, Oct, 2008 and a commentary by the Committee Chairman, Ton Kooijman. The full text of these documents can be downloaded from: -

http://www.worldbridge.org/departments/laws/LCMin2008Beijing.pdf http://www.worldbridge.org/departments/laws/2007LawsCommentary.pdf

The main item of interest is further guidance regarding Law 27B – see pp 4-7.

Law 7C

Before returning their cards to the board players are now required to shuffle them. (If a disabled player is to play the hand next, the Director may ask that the cards be sorted, not shuffled.)

Law 9A(3)

Any player, including dummy, may attempt to prevent another player committing an irregularity (but for dummy, subject to Laws 42 & 43).

Law 9B

The TD should be summoned as soon as attention is drawn to an irregularity. If attention is drawn to an irregularity at the time but a player does not call the TD for a ruling immediately (i.e. before a member of the non-offending side has made a call on the subsequent deal or before the round has ended, whichever comes first), he is obviously in breach of the intention of Law 9B1(a). He will not normally receive redress when requesting a ruling at a later time if attention had been drawn in any way to the irregularity at the time.

If attention is not drawn to an irregularity at the time, and provided a contestant applies to the TD before expiry of the Correction period (Law 92B) he may not be denied a ruling. However, if because of his late application it is no longer possible for the TD to ascertain the facts to his satisfaction then no ruling can be given.

Where a player asks for a late ruling and except where the Laws make explicit provision for this (e.g. Laws 64B, 71), the TD should enquire as to the reason for the late request and should be satisfied that attention was not drawn to the irregularity at the time or that there is fresh information obtained subsequently which justifies the tardy involvement of the TD. Otherwise there is a breach of Law 9B1(a). TDs are not expected to do more than the Law essentially requires for a player who knew full well at the time that there was an irregularity and considered it could be advantageous not to draw it to the TD's attention in the spirit of Law 9B1.

In some cases a request for a ruling will be made late because some new fact has come to light, eg an opponent's revoke only becomes apparent when teams return to score up at the end of a round/session. In the absence of such circumstances the burden of proof, especially where facts are disputed, may shift against the side requesting the ruling. A corollary of this is that TDs should always record the reasons given for requesting a late ruling.

Law 12 DIRECTOR'S DISCRETIONARY POWERS

The conditions the Director (or Appeals Committee) has to follow under this Law are:

- a) If a board has been played and the non-offenders are deemed to have been damaged by misinformation (ie wrong explanation, failure to alert, etc Law 40B) then the Director should normally award an assigned adjusted score which should be designed to restore equity (Law 12C1a).
- b) In situations where Unauthorised Information may have been acted on (eg a hesitation or a fielded psyche, Laws 16B1 and 12A1) then apply Law 12C1(e) or award a Weighted Score – see below:
 - (i) The score assigned in place of the actual score for a non-offending side is the most favourable result that was likely had the irregularity not occurred.
 - (ii) For an offending side the score assigned is the most unfavourable result that was at all probable.

Law 86D

If team A gets a good or lucky board against team B but, because of an infraction by team B, the board cannot be played at the second table, then the non-offenders are entitled to an assigned adjusted score that reflects their good result.

However, if team A gets a good or lucky board against team B and, because of an outside influence or an unlucky event not caused by team B, the board cannot be played at the second table, then team A get no benefit from their good or lucky result since team B have committed no infraction. This is regarded as "rub-of-the-green".

Examples

- (a) At the first table team A bid and make an unlikely slam. When the board reaches the second table the ace of hearts is face up in one of the hands passed on by the defenders, team B. An assigned adjusted score may be given to reflect team A's good result.
- (b) At the first table team A bid and make an unlikely slam. When the board reaches the second table a caddy exposes the ace of hearts while putting the board on the table. No assigned adjusted score may be given to reflect team A's good result because team B have not caused the board not to be played, and the board is cancelled.

Notes

The Director should always strive to award an assigned, rather than an artificial adjusted score.

If a board cannot be played at the first table in a teams of four and an artificial score is given then it cannot be played at the second table, and any result from there is cancelled. The only time that a board is played at one table only and the score is retained is when an assigned score is given at the other table as described above.

Law 92A

When an appeal against a decision of the Director at a tournament conducted under the auspices of the Scottish Bridge Union or its constituent Areas is unsuccessful, the Appeals Committee shall consider the merit of the case. If the grounds for appeal or the charges brought against another contestant are held to be without merit, the committee should normally retain the deposit.

Law 92B

For all tournaments run under the auspices of the Scottish Bridge Union, unless the Tournament Organiser promulgates an earlier time, the time for requesting a ruling from the Director or for filing an appeal expires 30 minutes after the official end of the session (or match stanza) to which the ruling applies. The time for filing an appeal of a late ruling expires for each party 30 minutes after they were officially advised of the ruling.

Law 92I

An appeal shall not be heard unless: in a pairs event both members of the partnership must concur and in a teams event the team captain must concur.

Law 80B1

Where responsibility for a Tournament run under the auspices of the Scottish Bridge Union is delegated to a Tournament Organiser, (be it an Area, Tournament Committee, Club or Individual), these entities are not permitted to draft or implement regulations, written or otherwise, that are in conflict with the rules, regulations or requirements as promulgated by the Scottish Bridge Union.

Law 80B2(j)

Although this administrative function may be performed by the Tournament Organiser, ultimate responsibility for the accuracy of the scoring is vested in the Director.

Law 81

The term "Director" means the Director in Charge appointed by the Tournament Organiser under Law 80B2(a).

Law 82(c)

This Law makes no suggestion that a Director should automatically cancel a board when he (or his assistants) has made an error. Play should continue such that a result may be obtained. If it is then necessary to adjust the table score, this will usually lead to an assigned score.

If the Director knows what would have happened if he had given the correct ruling originally then he should just correct it, treating each side for that purpose as non-offending.

An artificial adjusted score should only be required in those instances where a result could not be obtained (e.g. when a board has been prematurely cancelled) or when too many possible outcomes exist.

Any clear error should be corrected, but a ruling that was essentially a matter of judgment, or one where there is a strong argument in favour of the original ruling, should not be corrected. Review of matters of judgment or resolution of arguments as to the correctness of a ruling that was thought to be close, are proper matters to be dealt with via an appeal against the ruling.

Examples

- (a) A TD gives an adjustment to 2♠ making. He later realises that it will always make nine tricks. Despite the obvious embarrassment he must return to both sides and explain that the ruling has now been amended to 2♠+1.
- (b) A TD initially fails to recognise that a particular explanation is misinformation. He later realises that he should have amended the score from 6♣ doubled making in one direction to 6♠ doubled making in the other direction. He must now bite the bullet and give the correct ruling (6♠ doubled).
- (c) A TD incorrectly cancels a board part way through the auction, believing a pair to be playing an illegal agreement. This is wrong since the board should always be completed. However, worse is to follow when he discovers the agreement was not actually illegal. Since the board was not completed Law 12C2 applies and the best he can do is to give each side Average plus.
- (d) RHO leads a spade out of turn. Declarer forbids LHO from leading spades. Unfortunately the TD tells LHO he may not lead spades again. Later in the play LHO gets in and fails to find the killing spade switch. If the Director had not got this wrong then perhaps he would have found the switch, perhaps not. Since the spade switch was reasonable but not automatic, the best approach is to weight the possibilities using Law 12C1(c):

Eg 60% of 3NT= NS +400 40% of 3NT-1 NS -50 Note the difference – you restore equity to the non-offenders, giving them every benefit of the doubt but for the offenders you allow all possibilities.

c) If the board could not be played, an irregularity was such that no sensible contract could be reached or the possible contracts for an assigned adjusted score were too numerous then the Director should award an artificial adjusted score which reflects responsibility for the irregularity – See 12C1(d) and 12C2 for normal situations in pairs and team play, but also Law 82C for Director's error and 86D for special situations in teams.

The Scottish Bridge Union has now decided that it will allow Directors and Appeals Committees to award a weighted score under Law 12C1(c) where it is deemed appropriate.

Directors are permitted to award a single weighted score that endeavours to restore the balance of equity on the hand in the instant prior to the infraction. The calculation of the weightings relates to the expected outcomes from that point forward in an auction unaffected by any irregularity. Any residual doubt that exists in the assessment of the relative weightings should be resolved in favour of the non-offending side.

Example: As a result of misinformation a pair defends $4\Psi X$. If they had been correctly informed they will certainly bid game in spades and possibly slam, making eleven or twelve tricks depending on declarer's line of play.

The Director may conclude that equity is best served by substituting a single weighted score as follows:

30% of +1430 (6S =) 40% of +680 (4S +2) 20% of +650 (4S +1) 10% of -100 (6S -1)

At Pairs: Assuming there are 12 Tables, the frequency table might look something like this:

Frequency	Score	Matchpoints			
2.3	+1430	20.7			
5.4	+680	13.0			
2.2	+650	5.4			
2.1	-100	1.1			

The weighted score would be:

(0.3*20.7) + (0.4*13.0) + (0.2*5.4) + (0.1*1.1) = +12.6 - rounded to 1 decimal place.

A single score of N/S +12.6 would be entered.

At Teams: Assume the score in the other room was N/S +650

Net Score	IMPs		Weight	Adjust		
+1430 $-650 = +780$		+13	_	30%		3.9
+680 - 650 = +30	+1		40%		0.4	
+650-650=0	0		20%		0.0	
-100 - 650 = -750	-13		10%		<u>-1.3</u>	
					Total	3.0

The IMP total is rounded to the nearest whole number and the board scored as +3 to the non-offending side

For further guidance see Calculation of Weighted Scores which can be downloaded from the SBU website.

Law 12C1(d)

Although this is essentially a matter of judgement for the Director (and subsequently the Appeals Committee), in general if more than four possible outcomes exist, then the director should consider applying this provision of the Laws and award an artificial adjusted score.

Law 13E

When a hand contains an incorrect number of cards, knowledge of the movement of a card by the Director is unauthorized information for the partner of a player whose hand contained an incorrect number of cards.

Law 16B1(b)

The 2007 Laws define logical alternative as "one that, among the class of players in question and using the methods of the partnership, would be given serious consideration by a significant proportion of such players, of whom it is judged some might select it."

The Laws do not specify a figure for a significant number, but the TD should assume that it means at least one player in five (20%). In this situation the Director will then need to consider [under Law 16B1(a)] if the extraneous information would provide additional reasons for choosing the logical alternative selected at the table.

On the other hand if it is judged that more than 80% of the class of players in question using the same partnership methods, would select the same action as that taken by the player in receipt of the unauthorised information, then the Director shall proceed on the basis that no other logical alternative actions exist. This would lead to a ruling that the table result stands.

Law 16B2

The preferred procedure is to summon the Director at the end of the hand but only if it becomes apparent that an opponent may have acted upon extraneous information made available by his partner. The Director need only be called if the non-offenders believe they may have been damaged.

Whenever a player believes there is a possibility that an opponent may have acted on unauthorised information from their partner's gesture, comment, hesitation, or the like, he should immediately try to establish agreement about what has occurred. This should be done as pleasantly as possible; stressing that if the Director needs to be called at the end of the hand, there will now be no dispute about the facts. The Director should only be called earlier if there is no agreement about what has occurred. If at the end of the hand, the non-offending side believe they have been disadvantaged, the Director can then be summoned.

Law 20F3

A player may ask for an explanation of a single call, but Law 16B1 may apply. This allows a player to ask the meaning of a double, the strength of a 2 opener or a natural jump overcall, an important consideration when such calls are no longer alertable, but see 20G1 below.

Law 20G1

It is improper to ask a question solely for partner's benefit.

Law 25A

Until his partner makes a call, a player may correct an 'unintended' call. However, if the auction ends before it reaches the player's partner, no replacement is allowed. The 2007 Laws now use the word *unintended* rather than *inadvertent*. In applying this Law the Director must still be satisfied that the

Law 40B2(a)

This Law is the basis and authority for the classification and restriction of certain partnership methods, and the Alerting Procedures, and is set out in the SBU Handbook of Directives & Permitted Conventions and the SBU Alerting Procedures.

Both members of a partnership must play the same system, including bidding and card play agreements. Where, as a matter of style, members frequently adopt different approaches from each other, that difference (or those differences) must be disclosed on the system card.

Law 40B2(b)

Players may not consult their system card after the auction period commences (i.e. when either partner withdraws his card from the board, Law17A) until the end of play, except that the declaring side may consult their own system card during the Clarification Period.

Law 40B2(c)

A player may consult his opponent's system card prior to the commencement of the auction, during the Clarification Period, or during the auction and during the play but only at his turn to call or play.

Law 40B3

Prior agreements by a partnership to vary its understanding during the auction or play following a question asked, a response to a question or an irregularity committed by its own side is prohibited.

Law 40C3(a)

During the auction and play a player is not entitled to any aide-memoire. For example, looking at the scores on the back of the bidding cards.

Law 41A

The opening lead should be made face down. This face down may only be withdrawn upon instruction of the Director (i.e. when the lead was made from the wrong side or following the correction of misinformation).

Law 45C4(b)

The designation of a card in dummy can only be changed if the Director is satisfied that declarer incontrovertibly never intended to play that card.

Example

Declarer leads towards the AQ in dummy, LHO plays the King and declarer calls for the Queen. The Director will not allow the Queen to be changed since declarer cannot now claim that he never intended to play that card (i.e. LHO may have played low).

Law 61B3

Defenders may make enquiries of each other, or of declarer, regarding a possible revoke. (But if they do so they may run the risk of creating unauthorised information.)

Law 64A2

When the offending player did not win the revoke trick, but his side won the revoke trick or any subsequent trick, then one trick is transferred to the non-offending side. (The possibility of a second trick transferred is removed, but the Director should be prepared to restore equity for the non-offending side under Law 64C).

Summary:

Most insufficient bids arise either from a failure to observe the call of RHO or a general confusion about the current level of the auction. Therefore in applying Law 27 the Director should proceed as follows:

- 1. Advise the offender to say nothing at the table which might indicate what it was he thought he was doing, as to do so may create Unauthorised Information [UI] for his partner (Law 16B refers).
- 2. Advise the left hand opponent [LHO] that he may accept or reject the insufficient bid [IB], explaining that if he rejects it the offender will have the following options:-
- if the offender makes the lowest legal bid in the same denomination, and if neither call is artificial, then the auction will continue without any further rectification
- if the offender makes a call (any legal call) which has either an identical meaning as the IB or has a more precise meaning (such meaning being already fully contained within the scope of the IB), then the auction will continue without any further rectification
- otherwise, the offender can make any legal call he wishes other than a double or redouble, but his partner will be silenced throughout.
- 3. The LHO is not entitled to know what the offender was trying to do when he made the IB (though he is entitled to guess!). However, he is entitled to know full details of his opponents system (e.g. he can ask supplementary questions) and he is entitled to know the Law (e.g. he can seek clarification of the Law from the Director [TD]).
- 4. If the IB is rejected, the TD will need to establish what the offender was trying to do when he made it. He will almost inevitably need to do this away from the table in order that the other three players remain unaware of the reason. The TD then advises the player of his options (still away from the table) i.e. which calls, if any, will allow the auction to proceed without further rectification. If the correction is to be allowed under 27B1(b), this may well involve quite a detailed discussion and analysis of the player's system. The offender then selects his call at the table, and the TD advises the table as a whole whether or not partner is silenced throughout.
- 5. There may be Law 26 type lead penalties if the offending side become defenders. Please see this Law even in 27B1(a) and 27B1(b) cases [this aspect of Law may be subject to further review by the WBF LC].
- 6. At the end of play, the TD may need to examine whether there is any reason to adjust the score. In general terms (e.g. in the absence of Law 16B type UI), if the IB has been accepted then all should be well. Also, in general terms (e.g. in the absence of Law 23), if partner has been silenced throughout then all should be well. Note that 'rub of the green' or 'just being lucky' is perfectly acceptable when partner has been silenced throughout Law 27D does not apply, do not even think about going there! On the other hand, if a replacement call, which does not silence partner, is allowed under Law 27B1(a) or 27B1(b) the TD may have to consider an adjustment under Law 27D.

Max Bavin, Chief Director of the EBU, has come up with a useful question that TDs should ask, which might help to make it easier to decide if a replacement call is allowed under 27B1(b). "Would all hands which might make the replacement call also have made the original call as it was intended?" If the answer is yes, then the change is allowed.

player never had it in his mind to take the action he took. For example, a player, who opens 1. with a 4-card suit and then quickly changes it to 1NT because he/she has remembered that he/she is playing a strong no trump, should not have the first call considered as unintentional, no matter how quick the change. The acid test is the player's incontrovertible intention, rather than the speed of the change.

A mechanical error, whereby a player pulls out the wrong card from the bidding box, is treated as an unintended call.

A bid may be treated as unintended under this law even if the player's attention is drawn to it by the action of his/her partner alerting the bid or an opponents' question.

Law 25B

The old Law 25B has been removed from the 2007 Laws – you can no longer change an intended call The new version of Law 25B is designed to deal with the situation whereby a player changes a call before the Director has ruled whether the original call is 'unintended' or not.

If the Director rules that the original call was 'unintended', the replacement call stands.

If the Director rules that the original was not 'unintended', then LHO opponent may accept the replacement call. If it is not accepted, then the replacement call is cancelled, the original call stands and the auction continues.

If LHO has intentionally made a call over the replacement call, then the second call stands.

Law 27B1(a)

Players are still permitted to replace an insufficient bid with a bid in the same denomination at the lowest legal level without restriction provided that, in the opinion of the Director, neither the insufficient bid nor the substituted bid are artificial. The auction continues normally and the information that the bid was intended to be natural is authorised to all players at the table and therefore Law 16D does not apply.

Law 27B1(b)

Players are now also permitted to substitute other legal calls without restriction (irrespective of any artificiality) provided that in the opinion of the TD the selected call has **the same meaning or a more precise meaning** as the insufficient bid (i.e. the replacement conveys the same or more precise information).

In order for the Director to correctly exercise this discretion, he must first determine the offending player's original intent at the time of the infraction and then investigate the pair's methods. This will often entail quizzing the player away from the table and/or an examination of the pair's system card. Only after these investigations should the Director then explain the options. See P5-6 below for extended guidance)

Note that:

- 1. A truly unintentional action may be corrected via Law 25.
- Occasionally it will be unclear whether to allow the correction without restriction under Law 27B1(b), or to require the offender's partner to pass throughout the remainder of the auction under Law 27B2. In those cases the Director is advised to err on the side of applying Law 27B1(b) (i.e., attempt to get a normal bridge result).
- 3. Following its own insufficient bid a partnership may not change by prior agreement the meaning of a replacement call so that it is brought within the criteria of Law27B1(b). For example, players may not have a partnership agreement that in the event of an insufficient bid by one of them a corrected bid of the suit above the last opponent's bid would carry the same meaning as the insufficient bid.

Extract from WBFLC minutes, Beijing, Oct 2008: -The Committee has noted an increasing inclination among a number of Regulating Authorities to allow artificial correction of some insufficient bids even in cases where the set of possible hands is not a strict subset of the set of hands consistent with the insufficient bid. The Committee favours this approach and recommends to Regulating Authorities that, insofar as they wish, mildly liberal interpretations of Law 27B be permitted with play then being allowed to continue. At the end of the hand Law 27D may then be applied if the Director judges that the outcome could well have been different without assistance gained through the insufficient bid (and in consequence the non-offending side has been damaged).

Law 27D

Whenever the Director allows the correction of an insufficient bid without restriction under Law 27B he should advise the non-offending side to call him back at the end of play if they consider the outcome of the hand may have been different had the offender's partner not had the assistance of the withdrawn bid. (*See example f below*) In situations where the Director considers the non-offending side has been damaged, he applies Law 27D.

Any such adjustment should be based upon the most likely outcome(s), had the original infraction (i.e., the insufficient bid) not occurred. Under no circumstances may an adjusted score be awarded that gives any weight to the perceived benefit that might have accrued to the non-offending side if the Director had elected to apply Law 27B2 (even if subsequently it is considered that this may have been the more appropriate action, i.e., Law 82C is not applicable in this situation). Examples

(a) <u>West</u> <u>East</u> 3♣ 4NT 4♦

If the Director is satisfied that East was answering Blackwood but at the wrong level, then East will be allowed to correct to 5• without any restriction.

If $1 \checkmark$ was intended as a natural bid to show at least 4 hearts and enough HCP to respond and a replacement of $2 \checkmark$ would also be natural, then a replacement of $2 \checkmark$ is permitted under Law 27B1(a) without any further restriction.

Alternatively if a negative double by East would systemically guarantee at least a 4 card heart holding then East could also replace the 1♥ with a double under Law 27B1(b) without restriction. A pass, however, would not convey a heart suit and therefore Law 27B2 would apply, i.e. partner will have to pass whenever it is his turn to call and Laws 23 and 26 may also apply.

(c) West North East 1 NT $2 \spadesuit$ $2 \spadesuit$

If East's intention was to transfer to hearts (he did not see the 2♠ bid) then a replacement bid of 3♥ would not bar his partner from continuing in the auction.

(d) West North East 1NT $2 \leftarrow$ $2 \leftarrow$

2♠ was intended as simple Stayman. A Lebensohl-type cue bid replacement of 3♦ (asking about a 4-card major), would now have the same meaning as the original insufficient bid and thus not bar West.

Alternatively if the Director is satisfied that the player intended to bid 3♣ naturally, he allows that change without restriction under Law 27B1(b).

 $\begin{array}{ccc} \text{(e)} & & \underline{West} & & \underline{East} \\ & 2NT & & 2 \Psi \end{array}$

Similarly if 2♥ was intended as a transfer, then a bid of 3♥ (still transferring) would permit the auction to continue without constraints

(f) West North East $1 \uparrow$ $2 \checkmark$ 1 NT

If East did not see the 2♥ bid the substitution of 2NT is permitted without restriction under Law 27B1(a) if both 1NT and 2NT are natural. If, systemically, 1♠ (Pass) 1NT shows 6-9 and 1♠ (2♥) 2NT shows 10-12 with a heart stopper, opener doesn't have to push on to game with eg 15 HCP and may stop short of game because he is entitled to guess correctly that partner has only 6-9. 2NT making 8 tricks turns out to be a very good score for EW.

However, can this partnership find the excellent 2NT contract making 8 tricks without the insufficient bid? Maybe, or maybe not. The Director will need to check and if he believes not then an adjusted score will be awarded under Law 27D.

Perhaps a normal auction would go $1 \triangleq (2 \checkmark) X$ showing the minors. Next hand passes and opener rebids 2NT with a balanced 12-14 and a heart stopper. All Pass. Score stands.

Another pair might not play negative doubles and have no systemic call to describe responder's fairly ordinary hand. Perhaps 2∇ is passed out. Perhaps opener now bids $2 \triangle$. Either way, if they cannot get to the good contract of 2NT using their normal methods, the score is adjusted.

(g) $\underbrace{\text{West}}_{1 \clubsuit}$ $\underbrace{\text{North}}_{1 \blacktriangledown}$ $\underbrace{\text{East}}_{1 \diamondsuit}$

E/W are playing a strong club system and East did not see the 1♥ bid. If 1♦ was intended to show 0-7 HCP then the substitution of a Pass (showing 0-4 HCP) would not bar West. Note that a call which specifies a narrower HCP range is actually more precise (i.e. it contains more information) than a call with a wider HCP range.

(h) Once in a while a bid doesn't show anything, which then means that if it is insufficient it may be replaced by any legal call.

 West
 North
 East
 South

 1NT
 P
 2♥
 3♣

 2◆

The TD finds out that the 1NT opener did not see the 3♣ bid. If this pair has an <u>automatic</u> 2♠ answer to the 2♥ transfer, any legal call is permitted as a replacement under Law 27B1(b) without restricting partner; eg 3♠ though it does not comply with Law 27B1(a) as the call of 2♠ is not natural and said nothing about West's hand.

If on the other hand, this pair has a system which allows them to "break the transfer", then a replacement of Pass would be allowed under Law 27B1(b) without restricting partner; any other replacement call would silence partner under Law 27B2.