

The Case Book

New Case

A submission from US SAILING

Proposal:**Rule 14(a), Avoiding Contact****Part 2, Section C Preamble****Rule 18.2(c), Rounding and Passing Marks and Obstructions: Not Overlapped at the Zone****Rule 18.2(d), Rounding and Passing Marks and Obstructions: Changing Course to Round or Pass****Rule 18.2(e), Rounding and Passing Marks and Obstructions: Overlap Rights****Rule 31.1, Touching a Mark****Rule 64.1(b), Decisions: Penalties and Exoneration**

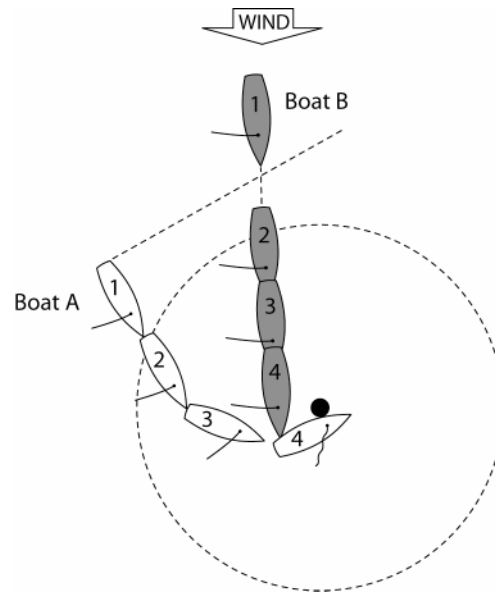
“Doubt” refers both to doubt by boats involved in or observing an incident and to doubt by the protest committee. Rules 14 and 18.2(d) are not in conflict. A right-of-way boat must act to avoid contact when it is clear that the other boat is not keeping clear.

FACTS AND DECISION OF THE PROTEST COMMITTEE

In winds of 10-12 knots, two cruising class boats on port tack, *Vuja De* and *Tutto Bene* (Boat A and Boat B), were broad-reaching on converging courses toward a leeward mark to be left to port. Boat B, larger and faster, was overtaking A on a course that would take her inside A at the mark. Just before A reached the two-length zone, she hailed “No overlap” and B hailed “Overlap” and “Room at the mark.”

Boat B, now overlapped inside, continued to overtake A. At position 3 in the diagram, A luffed sharply into B’s path. Boat B’s bow struck A’s windward side near her stern, and the force of the impact spun A’s hull counter-clockwise so that her bow hit the mark. Both boats were damaged.

Both boats protested, A citing rules 14 and 18.2(c) and B rules 14 and 18.2(b). Boat A also argued that rule 18.2(d) conflicts with rule 14 and that therefore rule 14 did not apply in her case. The protest committee disqualified B for breaking rules 14 and 18.2(c). After considering whether A had broken rule 14 it decided that “at the time the imminent collision became apparent to A, it was impossible for her to make any maneuver that would help avoid the collision.” Boat B appealed.



DECISION OF THE ASSOCIATION APPEALS COMMITTEE

The association appeals committee upheld the protest committee's decision that B broke rules 18.2(c) and 14, but also disqualified A for breaking rule 14. Boat A appealed.

DECISION OF THE APPEALS COMMITTEE

Concerning rule 18.2(c), whether or not the boats were overlapped when A reached the two-length zone determines its applicability. Rule 18.2(e) applies when there is doubt about that. "Doubt" refers both to doubt by boats involved in or observing an incident and to doubt by the protest committee during a hearing. In this case, the exchange of hails between the boats was evidence that there was doubt as to whether B had obtained the overlap in time, and therefore it should have been presumed that she had not. Boat B failed to keep clear as required by rule 18.2(c).

Since there was a collision rule 14 also applied. As the boats neared the mark, B should have anticipated that A was about to change course to round the mark, and she should have been aware that rule 18.2(d) permitted A to change course without giving B room to keep clear, as would otherwise have been required by rule 16.1. Boat B could have avoided contact with A by taking avoiding action before A changed course, and it was "reasonably possible" (see rule 14) for her to do so. She also could have avoided sailing into a position that made it impossible for her to avoid contact after A changed course. Therefore B broke rule 14 as well as rule 18.2(c).

Boat A also was subject to rule 14. Her argument that rule 18.2(d) conflicts with rule 14, and therefore rule 14 did not apply to her, is incorrect. No part of rule 18 permits one boat to collide with another, or "conflicts," as the term is used in the Section C preamble, with rule 14. Somewhere between position 2 and position 3 in the diagram it became clear that B was not keeping clear of A. However, A made no attempt to avoid contact, but instead luffed toward the mark. Her luff made contact inevitable. The protest committee concluded that A did not break rule 14, because at the moment she realized that a collision was "imminent" it was too late for her to avoid it. However, rule 14(a) refers to a different moment: it requires a right-of-way boat to act

to avoid contact when “it is clear that the other boat is not keeping clear.” Before A luffed, well before she realized the collision was imminent, she could see that B was not keeping clear. That was when rule 14 required her to act to avoid contact. Although her luff was not prohibited by rule 16.1, because rule 18.2(d) made that rule inapplicable, she nonetheless broke rule 14 by failing to avoid the collision.

Boat A also broke rule 31.1 when she touched the mark. However, rule 64.1(b) provides for exoneration of a boat “compelled” to break a rule. Although A was partially responsible for the collision with B, her contact with the mark was not a necessary consequence of that collision. Boat A had no means of anticipating that a boat about to be overlapped between her and the mark might cause her to hit the mark, nor did she have any means of avoiding the mark after the collision. She therefore was compelled by B to break rule 31.1, so was entitled to exoneration under rule 64.1(b).

Boat A’s appeal is denied. She remains disqualified for breaking rule 14 but is exonerated from her breach of rule 31.1.

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Current Position:

None.

Reason:

The case clarifies the meaning of parts of rule 18, a complex rule, and deals with questions that have been debated within the community of race officials.