



ETON FIVES ASSOCIATION

Chairman:
C J Davies
Calais Farm
Aston Road
Bampton OX18 2AF

Hon. Secretary:
G J Hoskins
45 Sandhills Crescent
Solihull
West Mids
B91 3UE

Hon. Treasurer
M P Powell
Welches
Bentley
Farnham
GU10 5HZ

LONDON TOURNAMENT FINAL 2021

APPEAL DECISION

Panel:¹

Seb Cooley
Ian Hutchinson
Laurie Brock
Richard Tyler
Nigel Cox

INTRODUCTION

1. The London Tournament 2021 took place on the weekend of 27/28 November 2021. Up until the afternoon of Sunday 28 November 2021, this had been, as usual, a highly successful event which had been well attended, had seen some terrific matches (in both the Main and the Festival Tournaments) and had run very smoothly. In short, the tournament had been everything we look and hope for in a fives tournament; and an excellent exhibition for the game.
2. However, unfortunately, the final of the Main Tournament (which was to be between Howard Wiseman/James Toop and Riki Houlden/Jonny Ho²) was not played on the afternoon of 28 November 2021 itself because (which may seem remarkable to both

¹ Mark Williams chaired the meeting of the Panel but in a non-voting (and otherwise limited) capacity: see paragraph 7 below.

² We refer to the four players by their first names hereafter.

fives players and non-fives players alike) agreement could not be reached on the ball to be used.

3. The manner in which this scenario eventuated is (in summary³) as follows:
 - (1) Very shortly (approximately 10 minutes) before the final was due to start at 2pm, and after Riki/Jonny had started warming up, it became apparent to Riki/Jonny that the ball which Howard/James proposed to use for the final was not the standard EFA “Price” ball (the *Price Ball*), but, rather, a ball which Howard had brought to the tournament that had been coated in “plastidip” (the *Plastidip Ball*).
 - (2) Riki/Jonny expressed unwillingness to play with the Plastidip Ball, citing (in summary) the facts that: (i) this was not the official tournament ball provided by the Tournament Organiser (i.e. the Price Ball), which they had been using throughout the tournament; and (ii) they had not had any opportunity to play or even practice with the Plastidip Ball.
 - (3) In turn, Howard/James expressed unwillingness to play with the Price Ball and insisted on using the Plastidip Ball, citing (in summary): (i) a health and safety concern based upon the degradation/discolouration of (and therefore the decreasing visibility of) the Price Ball during play; and (ii) the fact that the Plastidip Ball suffered from no such issues and (it was said) played in the same way as the Price Ball.
 - (4) There followed discussion in the pavilion between all four players, Gareth Hoskins (the Tournament Organiser) (*GH*) and Mark Williams (Chairman of the EFA Competitions Subcommittee (*MW*)). In the course of that discussion:
 - (a) MW offered a number of potential solutions which involved using the Price Ball for the final but changing it if: (i) the ball had, objectively, reached a certain level of discolouration (e.g. it was no longer 50% white); and (ii) either pair wished to change it.⁴
 - (b) Howard/James rejected each of those potential solutions, reiterating their concerns as to the speed of the Price Ball’s discolouration and the safety concern this presented. They made clear, at least on that

³ We have received written chronologies of the relevant events from Gareth Hoskins (Tournament Organiser) and Riki, and we have also heard a summary from MW.

⁴ We discuss the current (and potential future) position with regard to mid-match ball changes further below.

afternoon, that they were only willing to play the final using the Plastidip Ball.

- (c) Riki/Jonny were invited to, and did, “test” the Plastidip Ball on court and confirm whether or not they were willing to play with it. They confirmed (following that “test”) that they were not willing to do so, noting that (in their view) there were differences in the way the Plastidip Ball behaved (or “played”) on court, as compared with the Price Ball.
- (d) Thus, an impasse was reached, with neither pair willing to compromise.
- (e) At this point, MW indicated to the players that the final would not be played on that afternoon (indeed, it is hard to see how it could have been). We understand from GH and MW that, at this stage: (i) Howard/James sought to ascertain from MW whether this meant that the match was “void”; (ii) Riki/Jonny, for their part, stated their view that they should be awarded the match; and (iii) MW noted both pairs’ points of view but did not express a final conclusion in either direction (that being, as we explain below, a matter for GH, at least in the first instance).
- (f) The four players therefore departed with the final unplayed but with it being clear that no decision had yet been reached, and that there were at least two possibilities as to the ultimate outcome.

4. Subsequently, further efforts were made (with the agreement of GH, MW and Chris Davies, the EFA Chairman) to seek a compromise and get the final played. In particular:

- (1) MW sought and obtained the agreement of Howard/James to play the final on a later date to be agreed, at Harrow, using one (or possibly a number) of “old” Price Balls – by this we mean a historic batch of new Price Balls which tended to degrade/discolour less quickly (at least on average) than the current batch(es) of Price Balls.
- (2) MW offered this option to Riki/Jonny but they refused it, citing (in summary) the facts that: (i) the London Tournament is and has always been played over a single weekend, with the final on the Sunday afternoon, immediately after the semi-final, and thus this option interfered with the dynamic of the event; (ii) they had expended considerable effort in preparing and ensuring that they

were available and well-practised (specifically at Harrow) for that particular weekend; and (iii) Howard/James were responsible for the fact that the final had not been played at the originally designated time.

5. As it was now clear that no compromise was possible, it fell to GH, as Tournament Organiser, to decide on the appropriate outcome. GH decided that the final (and thus the tournament) should be awarded to Riki/Jonny. GH's reasons were, in summary, as follows:

- (1) The well-recognised standard position, in default of an alternative agreement between the players in any particular match, is that the Price Ball is used, and is required to be used, in major tournaments such as the London Tournament.
- (2) Howard/James had refused to play the final with the Price Ball and (having failed to obtain the agreement of Riki/Jonny to use the Plastidip Ball instead) had thus effectively forfeited the match.
- (3) Riki/Jonny were under no obligation to use the Plastidip Ball (see (1) above) and, in any event, had acted reasonably, in the circumstances, in refusing to do so.
- (4) Whilst it would have been preferable for the final to have been played on a later date, Riki/Jonny had been perfectly entitled to refuse to do so (and, in GH's view, should not be penalised or criticised for doing so).

6. Howard/James have appealed against GH's decision, on four grounds. These grounds are discussed further below, but can be summarised as follows:

- (1) First, that playing the final with the current Price Ball would have put their health and/or safety at risk, due (in particular) to: (i) their age; (ii) the fact that the current Price Ball degrades/discolours very quickly; and (iii) the conditions at Harrow on an afternoon/evening in late November (**Ground 1**);
- (2) Second, that they were subsequently (and are now) in fact the pair willing to play the final, on an alternative date with the "old" Price Ball, and it was Riki/Jonny who had unreasonably refused to do so (and thus ultimately prevented the final from being played) (**Ground 2**);
- (3) Third, that the EFA's rules and/or practices around the use of balls, and mid-match changes in balls, in or for tournaments are not clear or consistent, and

(among other things) do include “re-coated” balls being used in certain tournaments (*Ground 3*);

- (4) Fourth, that the correct process was not followed, in that MW (rather than GH) made the initial decision, and MW’s decision was that the final was “void” (*Ground 4*).

7. This Panel (the *Panel*) has been convened by MW (as Chair of the Competitions Subcommittee) to consider and determine the appeal. MW chaired the Panel’s meeting but did not vote nor express any views of his own, and the discussion below reflects the views of the members of the Panel alone. The decision of the Panel is final.

8. Although, as explained below, we are not unanimous in our decision with respect to the appeal, we do unanimously wish to record at the outset our deep disappointment and sadness that we are having to make this decision at all:

- (1) Eton Fives is a game that prides itself on being based upon, and on developing within and among those who play it, a sense of fair play and (where necessary) compromise.
- (2) There is no referee, nor could that realistically ever change, nor would we wish it to. Players are positively encouraged, indeed realistically required (in the case of many “on court” disputes) to resolve disputes between themselves, and in our experience they do so without great difficulty in the vast majority of cases.
- (3) Whilst there are “laws of the game” (as with any game) and (thankfully) certain procedures in place to deal with such very rare disputes as this, Eton Fives does not have, and nor would we wish it to have, a long series of complex and legalistic rules to cover every possible scenario.
- (4) Perhaps most importantly, and as a consequence of the three foregoing points, Eton Fives is a game that, whilst played very competitively at the highest level especially, has the “spirit of the game” at its very heart and is often characterised, even in (and at the latter stages of) major tournaments, by fair-minded and temperate on-court discussions, applause by/of opponents, and laughter. So it should be.
- (5) It is, therefore, profoundly depressing that: (i) the (at least somewhat) unsavoury scenes in the pavilion occurred, in the presence of school players in particular; (ii) one of the EFA’s flagship matches of the season was not

played, despite all the effort put into the event by GH in particular; and (iii) the EFA has had to convene a panel of arbitrators to rule on the outcome of a major event for the second time in three years.

THE DECISION

9. By a majority of 4-1, the Panel upholds GH's decision, and the London Tournament Final 2021 is therefore awarded to Riki/Jonny.
10. The reasoning of the majority is set out below first, followed by that of the minority.

The Majority

11. For the reasons which follow, we consider that GH's decision was correct, indeed the only one that he could sensibly have reached in the (very unfortunate) circumstances; and we reject each of Howard/James' four grounds of appeal.
12. As Howard/James have expressly acknowledged as part of their Grounds of Appeal, they "*refused to play with the balls provided by the Tournament Organiser*" on 28 November 2021. That was a very surprising, and, in our view, untenable stance, particularly in circumstances where: (i) they had not notified GH of their absolute unwillingness to play with the Price Ball at any time prior to or during the tournament (until a few minutes before the final); and (ii) various compromises were suggested by MW in order to try to meet their concerns regarding discolouration of the Price Ball.
13. The Price Ball has been the "official" Eton Fives ball, used in all major tournaments, for very many years. We consider it obvious (even if the rules do not state this explicitly save in relation to the Barber Cup⁵) that in entering into a major EFA tournament, a pair agrees to play with the Price Ball (in whichever form it is provided by the Tournament Organiser) unless their opponents agree otherwise.
14. In this regard, save possibly in relation to the Barber Cup (given the mandatory wording of rule 7a.), there is nothing which prevents a pair from *asking* their opponents to play with a different ball, even if that ball is one they have brought and/or developed themselves and/or are especially familiar with. However, of course their opponents are under no obligation to agree, and they (or indeed the Tournament Organiser) may well not agree. The idea that, in those circumstances, that pair can

⁵ Rule 7a. as stated in Appendix 1 to the EFA Competition Rules.

nevertheless *insist* on being allowed to use (and to force their opponents to use) their own bespoke ball, with the only alternative being a draw or the match being declared void, is an arresting one and would (if correct) have the potential to create insuperable difficulties for the running of tournaments. Merely by way of example, one cannot have a “drawn” quarter-final (nor declare a quarter-final “void”) without the entire event breaking down.

15. As such, our starting point is that, with Riki/Jonny having refused to use the Plastidip Ball (which they were plainly entitled to do), it was incumbent upon Howard/James to play with the Price Ball or risk having the match awarded against them.
16. We turn now to the four grounds put forward by Howard/James (as summarised in paragraph 6 above) in support of their position that this is not so and/or that GH’s decision should be overturned.

Ground 1 – Health and Safety

17. The essence of Howard/James’ position under this ground is that they did not consider it safe for them to play the final with the current Price Ball, given the extent to which, and in particular the speed with which, it becomes discoloured.
18. We reject Ground 1 for the following reasons.
19. First, and generally, we do not consider it a viable proposition that a player can claim to be entitled to refuse to play a tournament match (in the sense that they can avoid being declared to have lost it by default) for personal health reasons and/or safety concerns related to the ball. Practically any sport comes with risks. Those risks can, to a certain extent, be mitigated (and the EFA can and does seek to do so with respect to Eton Fives, including as noted below) but they necessarily exist, and they may (again necessarily) be more acute for some players than others. If any player considers that the risks to him or her of playing in a particular event, at a particular venue, are greater than he or she wishes to assume, he or she can simply not enter that event. It might have been different in the case of a wet or slippery court (which might have justified postponement of the final), but that was not the case here.
20. Second, we do not consider that the manner in which Howard/James raised this concern was appropriate:
 - (1) On any view, a concern of this significance (and Howard/James’ related intention to use the Plastidip Ball throughout the tournament) should have

been raised with GH far earlier; by no later than the point at which they chose to enter, and certainly before the tournament began. Howard/James' claims that the issues they have raised in relation to the current Price Ball are so serious that they should be escalated to the EFA Board only underscore the fact that this was not something which should have been sprung on their opponents and GH at the eleventh hour.

- (2) The fact that, owing to Howard/James' prior opponents agreeing (whether consciously or unconsciously) to use the Plastidip Ball, the issue did not actually arise until the final is irrelevant. The possibility that an opponent would insist on using the Price Ball was obvious, and Howard/James must (alternatively should) have had it well in mind. In choosing to say nothing (until forced to do so) about their stance and concerns regarding playing with the Price Ball, Howard/James imperilled the smooth running of the event, into which GH in particular invested (as always) a great deal of time and effort.

21. Third, although we broadly agree that the current Price Ball is not ideal, in that, overall and/or on average, it degrades/discolours more quickly than older versions (with a knock-on effect on visibility for both players and spectators), and we are of the view (as discussed under Ground 3) that some clarification of the rules on mid-match ball changes is desirable in the near future, these are issues which are being discussed and are to be resolved by the EFA at a higher (and on a wider) level going forward, and which cannot in themselves impact on the outcome in this case. Moreover, and in any event:

- (1) Deterioration in the condition of the ball over the course of a match is and has for a long time been part of the game.
- (2) We consider that the current Price Ball is fit for purpose, and that, insofar as its playability at the London Tournament 2021 was concerned, Howard/James' concerns would appear to have been somewhat exaggerated. In particular, although Howard/James suggested that the ball would need to be changed after every game (and even mid-game) in the final if it were to remain more than 50% or even 67% white: (i) GH did not receive a single other complaint from a tournament participant about the Price Ball; and (ii) that was not the experience of those of us who played pool matches with it in the tournament.

22. Fourth, even if it is assumed that the level of the deterioration of the Price Ball in a high-level match like the final would have been so great as to present health and/or safety risks to Howard/James:⁶ (i) the only specific risk they identify is that of an eye injury; and (ii) that risk is easily removed by wearing goggles. As to this:
- (1) The potential use of goggles (or some form of eye protection) has been highlighted by the EFA and is something of which we believe all regular players (and certainly Howard/James) are aware.
 - (2) No reason has been offered by Howard as to why he was unable or unwilling to wear goggles. As to James, their grounds of appeal note that he has worn goggles previously (after suffering a serious eye injury in 2011) but go on to say that: “[h]e has recently had to stop wearing goggles in an effort to get a bit more visibility with increasingly brown balls to compete at the highest level at significant risk to himself”. However, that statement (on its face) merely underlines that James has made a free and conscious choice to prioritise his performance over his safety, and in doing so to assume (what he perceives to be) an increased risk of injury. Such a personal choice does not provide support for Howard/James’ appeal; nor can it be visited upon the EFA more generally.
23. In these circumstances (and fifth), we reject Howard/James’ assertions that, if and to the extent GH’s decision is upheld, this shows that the EFA does not value health and safety. A simple solution to Howard/James’ immediate personal concern was (as noted above) available but not taken up. The EFA is aware of the issues with, and seeking improvements to, the Price Ball. It may even be that, *in future*, the Plastidip Ball (or something similar), once properly tested, approved and widely circulated, will become endorsed for use in major tournaments. None of this suggests that GH’s decision in this case should be overturned, whether on Ground 1 or more generally.

Ground 2 – Riki/Jonny’s refusal to play

24. Under this Ground, Howard/James rely upon Riki/Jonny’s refusal to play the final either on 28 November 2021 itself (with the Plastidip Ball) or at a later date (with an “old” Price Ball). Howard/James suggest (more than once) that, at both stages,

⁶ This also assumes that Riki/Jonny would have refused to change the ball mid-match (and/or refused MW’s solution whereby this would have happened at Howard/James’ election once the ball had discoloured to a certain extent), which we do not consider is necessarily a safe assumption.

Riki/Jonny took this stance purely for reasons of competitive advantage, and (in any event) say that Riki/Jonny should not be awarded the match in circumstances where they have refused a viable compromise and an opportunity to play the final at a later date. It is helpful to consider each stage separately.

Stage 1 – 28 November 2021 (Plastidip Ball)

25. As to 28 November 2021 itself, we have already observed that Howard/James' approach to use of the Plastidip Ball in the tournament was unorthodox and inappropriate. Riki/Jonny were not obliged to agree to use the Plastidip Ball, and (in agreement with GH) we do not consider that they can or should be criticised for refusing to do so:

- (1) Riki/Jonny were entitled to expect that the final would be played with the Price Ball, which is and has long been the official major tournament ball, as we have already noted.
- (2) By contrast, the Plastidip Ball has never (to our knowledge) been used in any EFA tournament. In this regard, our understanding is that Howard/James are wrong to assert (in the context of Ground 3) that they “*offered an alternative ball [i.e. the Plastidip Ball] that has been used in other EFA Tournaments*”. As discussed below under Ground 3, re-coated balls are used in certain EFA tournaments (though not major tournaments), but those balls have been re-coated in a traditional manner and are therefore very familiar to the wider fives community. The Plastidip Ball is different, and has yet to be widely introduced to the fives community.
- (3) Moreover, the evidence before us is clear that the Plastidip Ball does not behave (or “play”) in the same way as the Price Ball (which is not surprising). Riki has set out in an Appendix his observations as to the differences,⁷ and his observations tally to a certain extent with those of John Reynolds (made after 2 hours' play) as published on 6 January 2022. That there is a difference in behaviour is also the view of GH, based both on his own experience of playing with the Plastidip Ball and on comments he received during the tournament concerning an Olavian school player who took time to adapt to

⁷ Riki acknowledges that the differences are fairly minor, but nevertheless considers (rightly in our view, based on the evidence available to us) that they are material and would require practice to become properly accustomed to.

the Price Ball, having become accustomed to using the Plastidip Ball at school. Those of us in the majority who have used the Plastidip Ball also agree that there is a noticeable and material difference.

- (4) With these points in mind, it is not especially surprising that Riki/Jonny were unwilling to switch from the Price Ball to the Plastidip Ball mid-tournament (and for one of the most significant matches of the five season) on ten minutes' notice. We have already observed that Howard/James' failure to provide proper notice of their position was inappropriate, and its consequences were particularly stark in this sense. Riki/Jonny had never played with the Plastidip Ball before, and had had no proper opportunity (in the sense of being "on notice" that it might be used) to practice with it before, nor during, the tournament.
- (5) The above points were compounded by the fact that, as emerged during the discussions in the pavilion, Howard/James had used the same ball throughout the entire tournament. That fact certainly speaks to the Plastidip Ball's durability. But it meant that Howard/James were particularly accustomed to the ball, which Riki/Jonny considered (in our view reasonably) placed them at a (further) disadvantage.
- (6) Whilst we therefore agree that, to this limited extent, Riki/Jonny had regard to their competitive interests, for the reasons above: (i) we consider that Riki/Jonny's stance was reasonable; and (ii) we do not agree with Howard/James' implicit suggestion that Riki/Jonny were seeking to gain a *positive* advantage for themselves by using (or can be criticised in any manner for insisting upon using) the Price Ball.

26. In short, we are of the view that culpability for the fact that the final was not played on 28 November 2021 lies with Howard/James alone.

Stage 2 – Later Date ("Old" Price Ball)

27. This aspect of the appeal has caused us (or at least certain of us, even in the majority) the most difficulty:

- (1) We acknowledge Riki/Jonny's statements as to the reasons for their refusal to play the final on a later date (see paragraph 4(2) above) and that, based on

these statements, their decision was (or was very largely) based on principle rather than a desire to prioritise or preserve their competitive advantage.

- (2) Further, we do not consider that Howard/James' emphasis on the fact that they are *now* willing to play carries them very far in circumstances where they wrongly refused to play with the appropriate ball on the original date.
- (3) However, although it follows that none of us consider that Howard/James have any grounds to complain about Riki/Jonny's decision, certain of us in the majority are, from the perspective of the game as a whole, disappointed that Riki/Jonny were not more flexible.⁸
- (4) Ultimately, however, we are all clear that there was no obligation on Riki/Jonny to agree to play the match on a later date and (in specific disagreement with the minority on this point) that their refusal to do so should not prevent them from being awarded the match. We are clear about this for two core reasons:

- (a) First, it is well-established that, in a case where injury or unavailability (e.g. a clash of commitments) leaves a pair unable to play on the original date of a tournament match, the other pair *can* offer a postponement (assuming the tournament scheduling makes this physically possible) but are not *obliged* to do so. This issue arose on a number of occasions during the 2016 national championships (both the Kinnaird and the Ladies Championships) and the principle is settled:

- (i) At the Kinnaird quarter-final stage, a postponement for injury was offered by the unaffected pair. The report of the postponed match records that:

“[t]he tournament organisers decided that this offer showed great sportsmanship and was very much in the spirit of fives, and therefore allowed the match to go ahead on [the re-arranged date], while making it clear that [the unaffected pair] (or indeed any other pair in a similar situation in future) were under no obligation to offer a postponement and that it was entirely at their discretion.”

⁸ Certain of us in the majority are, in these particular circumstances, more sympathetic to Riki/Jonny's reasons of principle (and, in that regard, align more closely with GH's view on this issue as summarised in paragraph 5(3) above).

(ii) At the Kinnaird semi-final stage, another injury occurred (to a different pair) and this time their opponents refused a postponement, and accordingly qualified for the final by default.

(iii) The 2016 Ladies Championship Final was decided by default when one pair was unavailable to play on the scheduled date.⁹

We note here that this principle applies with greater force in this case, because whilst injury will invariably be (and unavailability might be) outside the relevant pair's control, Howard/James were (as we have noted above) culpable for the fact that the final did not take place on the designated date.

(b) Second (but relatedly), this principle is necessary because, in the majority of cases where such an issue might arise in a tournament, there is no possibility of postponing the relevant match, much less declaring it "void" or unplayed. We cannot entertain setting any kind of precedent whereby: (i) one pair is unwilling to play a tournament match under certain (standard) conditions, but willing to play it at a later date (whether under the same or different conditions); and (ii) their opponents are required to agree/compromise if they are to win (or indeed if any result is to be declared at all).

28. Accordingly, we reject Ground 2.

Ground 3 – Inconsistent Rules/Playing Conditions

29. Howard/James make two main points under Ground 3, which we address in turn.

30. First, they note that: (i) in the Schools' Championships there is a rule whereby, if the ball is less than 50% white at the end of a game and one pair wishes to change it, it is automatically changed (the **50% Rule**); but (ii) this is not the recognised position in major EFA tournaments, as exemplified by the 2021 Kinnaird where more than one pair was told (or believed) that the ball could not be changed unless the other pair agreed (the **Agreement Rule**). As to this:

⁹ This is therefore not the first major tournament final to be decided by default, although certainly the first in these very unfortunate circumstances.

- (1) Howard/James are correct that the 50% Rule currently applies only in the Schools' Championships. MW was (as he accepts) wrong to suggest to the players on 28 November 2021 that the 50% Rule has (as yet) been more widely adopted.
 - (2) Rather surprisingly, given that the Agreement Rule is well recognised (and has been applied on a number of occasions, including recently), it does not appear to be recorded anywhere in writing. It may have been stipulated somewhere/at some point in the past, but, equally, it may simply have built up over the years as one of Eton Fives' unwritten conventions.
 - (3) We do consider that, given both points above and recent incidents, the EFA should give urgent consideration to making the position expressly clear, and (in doing so) to applying the 50% Rule more widely.
 - (4) However, we do not think that any of these matters affect the outcome of this appeal or the correctness of GH's decision, particularly given that Howard/James refused to play the final with the current Price Ball under any circumstances, including with the 50% Rule (or even a modified "67%" rule) in place.
31. Second, Howard/James point out that re-coated balls are used in certain EFA tournaments. As we have already explained (see paragraph 25(2) above), these re-coated balls are not Plastidip Balls, but Price Balls re-coated in a more traditional and familiar manner by Derek Whitehead. These balls are used for certain tournaments (such as the EFA Trophy), partly with a view to cost and partly with a view to preserving the EFA's supply of new Price Balls for its major tournaments. The re-coated balls are provided by the relevant tournament organiser, and players are required to use these balls (in default of agreement between the relevant pairs) in the same way as they are required to use new Price Balls in major tournaments. It suffices to say that we do not consider that any of these facts assists Howard/James' appeal or undermines GH's decision in any way.

32. We therefore reject Ground 3.

Ground 4 – Improper Process

33. This Ground is based upon an incorrect factual premise. As explained in paragraphs 3(4)(e) and 3(4)(f) above: (i) MW did not make the initial (or any) decision as to the

outcome with respect to the final on 28 November 2021;¹⁰ and (ii) Howard/James were, alternatively ought to have been, in no doubt when leaving Harrow that day that no decision had been made, and that Riki/Jonny being awarded the match was one possible outcome.

34. We therefore reject Ground 4.

Conclusion

35. For all the reasons above, and reiterating our disappointment and sadness as expressed in paragraph 8 above, we uphold GH's decision to award the final (and the tournament) to Riki/Jonny.

The Minority

36. For the reasons set out briefly below: (i) I take a different view from the rest of the Panel; and (ii) I would have overturned GH's decision, upheld the appeal on Ground 2 in particular, and declared the final void.

37. As recorded near the outset of this Decision, all members of the Panel agree that this situation is very bad for the game and at odds with the spirit of compromise which is at its heart. With that in mind, it seems to me that *both* pairs had an obligation *to the game* to pursue reasonable avenues presented to them which would have enabled the final to be played both on the day itself and at a later date; in other words, to seek a reasonable compromise.

38. I certainly agree that Howard/James' approach on 28 November 2021 itself was both uncompromising and unreasonable (and not in accordance with the spirit of the game). For that reason: (i) I am not particularly critical of Riki/Jonny's refusal to play the match with the Plastidip Ball on that day; and (ii) I think it would be wrong for Howard/James to be awarded the match.

39. However, the fact is that, subsequently, a solution was arrived at which: (i) was acceptable to Howard/James; (ii) ought to have been acceptable to Riki/Jonny, since it involved using the Price Ball as they had wished all along; and therefore (iii) offered

¹⁰ As GH has explained in his chronology of events: (i) had MW done so, he would have objected, as the initial decision was his to make; and (ii) after the four players had left, it was agreed between GH, MW and Chris Davies that no immediate decision would be made, so that further attempts at reaching a compromise could be made.

(in my view) a sensible compromise and a clear opportunity to get the final played, thereby avoiding the present unsatisfactory scenario.

40. Riki/Jonny do not suggest (nor could they) that they *could* not have played the match on an alternative date; they were simply unwilling to do so. I accept that, based on their statements, they appear to have done so for reasons of principle. However, it is my view that, in relying on matters of principle, Riki/Jonny gave insufficient weight to, and indeed acted contrary to, the (or a) core principle of the game, namely compromise.
41. Ultimately, Riki/Jonny could not (and cannot) be forced to play the final at a later date, and in that sense they were within their rights to take the intransigent stance they did. But I do not believe that the EFA should effectively reward players who adopt such intransigent stances.
42. I would therefore not have awarded the match to either pair, and would instead have declared it void. This would also have had the advantage of acting as a lasting reminder that players should in future avoid such intransigent standoffs, especially in key, flagship, championships.

Concluding Remarks

43. The Panel are (as noted in paragraph 8 above) unanimous in deeply regretting that this final was not played, and in thinking that this situation as a whole has been, and is, bad for the sport.
44. Whilst it will be apparent from what we have said above where certain of our (respective) specific criticisms lie, and that we consider that primary responsibility for the particularly unfortunate events on 28 November 2021 itself lies with Howard/James, it is fair to say that we do not, as a collective, consider that the overall situation reflects especially well on any of the players.
45. In particular, whilst we differ among ourselves as to the level (if any) of criticism we respectively direct towards (or disappointment we respectively feel in) Riki/Jonny for refusing to reschedule the final, we do all feel that such refusal was, at least, a missed opportunity to take what could only have been (and been seen as) a positive step. It meant that a flagship match of the season was not played, as it might have been. It has led to the unsavoury events of 28 November 2021 becoming magnified rather than

ameliorated, as they might have been. And it has hindered, rather than helped, any improvement or even reconciliation between some of the higher profile figures at the competitive end of the game. We all acknowledge that Riki/Jonny were entitled to feel aggrieved at what happened on 28 November 2021 itself. However, we consider that part of the spirit of Eton Fives involves casting such grievances aside in the pursuit of compromise, where at all possible.

46. With the above points in mind, we wish to note that we do not consider that our Decision above prevents Riki/Jonny, entirely at their own discretion, from agreeing, even at this stage, to play the final.