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Ms. Patricia Seidenspinner, Secretary
US Sailing Appeals Committee
1935 Iowa Ave.
St. Petersburg FL 33703

Re: File 07-09

Subj: Response to Mr. Towbin's ltr of 12/13/07 received today.

1. The diagram submitted was that used in the protest hearing, and neither the facts found nor the diagram was in dispute at the hearing by any of the parties. That is why I did not redraw it. I thought that when the request was made for a copy of the decision, the diagram was provided with it, as the approved diagram. If not, it was an administrative error by the Organizing Authority, not an intentional slight. During the appeals process, the only changes made to the diagram agreed to were in response to US SAILING's Appeals Committee to add information as required by Rule F2.2. The information which was available from the testimony was added, nothing else.
2. There was never a hint in the hearing that an overlap had ever existed between *Sumurun* and the smaller boats after they crossed well ahead (4-5 *Sumurun* lengths) and tacked for the mark. Subsequently, *Sumurun* closed the gap and collided with the stern of the inboard boat and caused her to turn into the outboard boat, which then was forced by that collision into the path of *Sumurun*. As I stated in one of the numerous comment sheets, at that point the laws of physics were in charge, not the skippers or the racing rules. Rule 18 never applied between *Sumurun* and the boats clear ahead of her. *Amorita* was not protested by *Sumurun* or *Alera*, and the protest committee found no reason to protest her. Contrary to Mr. Towbin's assertion, the diagram (agreed to by the parties at the hearing) clearly show *Alera* still overlapped with the mark when *Sumurun*'s bow contacted her stern. It also shows *Amorita* keeping clear of *Alera* until the initial collision drove *Alera* into the starboard quarter of the windward boat.
3. The only private discussion with any of the parties occurred before the hearing, when the parties to the protest (including *Sumurun*'s representative) were asked to leave the room, and Mr. Towbin was invited into the room to be asked if he had retired in acknowledgement of a rules violation on his part. He responded negatively and emphatically. He was then excused, the parties recalled and the hearing convened, as a valid protest had been lodged attendant to a rules violation (not the question of financial liability). Mr. Towbin did not represent *Sumurun* in the hearing. The only communications between the protest committee and the parties occurred in the jury room,

aside from the usual social courtesies afterward and the subsequent written communications which were provided to all.

4. Additional information has emerged since the original hearing, of course. I don't believe that any of it suggests that the facts found were in error, or that RRS 18 ever applied between *Sumurun* and the boats that were clear ahead. *Sumurun*'s representative in the hearing never suggested that RRS 18 had applied. The protest committee found only that *Sumurun* had violated RRS 12 under circumstances that were not disputed in the hearing.

Sincerely,



J. B. Bonds

12/29/07