

1995 Spring NABC

Appeals Casebook



American Contract
Bridge League

2020 Editor's Note:

The 1993-1995 NABC Appeals Committee Decisions casebooks, compiled by John Blubaugh, have not been published electronically previously. The documents in question only existed in hard copy form. The ACBL would like to thank Denise Raggio for transcribing the text of the originals into an electronic format, without which this document would not be possible.

ACBL Headquarters
June, 2020

1995 NABC Appeals Chairman's Introduction:

For the past several years, many dedicated bridge players and Tournament Directors have devoted time and effort towards understanding and improving our Appeals Committees and Procedures. There can be no doubt that we have made great strides.

The meeting held at the beginning of each NABC between the Screening Directors and the Appeals co-Chairmen; the very able selection of Committees by our Co-Chairmen; the knowledge that Committee members' names and the decisions they made will be read in the casebook following each NABC; the competent compilation of a casebook along with the very candid comments by the expert panel; and finally the discussions that ensue as a result of many of our players reading these decisions all have contributed to a better and more consistent Appeals process.

It is our hope that we will continue to understand and to improve. I would like to see our Co-Chairmen be able to select four or five Committee people who would serve as the chairmen of all our NABC Committees. This might help to further consistency and surely would provide the guidance needed.

A new Handbook for Appeals Committees is currently being written and is expected to be approved by the Board of Directors at their meetings in New Orleans. The hope is that all units and districts will be able to use this new Handbook to guide them in the implementation of the Appeals process at their tournaments.

Perhaps the day is not far off when a book can be compiled pertaining to all the major areas of Committee decisions - i.e. Misinformation, Hesitations, etc. Four or five hands might be cited for each category as examples of correct Committee decisions. This then will become the Reference Casebook and will be used for direction and guidance by Appeals Committees at all ACBL sanctioned tournaments.

This introduction would not be complete without a thank you to Jim Zimmerman, who served as the Chairman of Appeals for more than a decade. Those who have been connected with National Appeals appreciate his expertise. Since Jim is no longer a member of the National Board of Directors, he cannot serve as Chairman but will continue to serve as Vice Chairman. We know he will continue to contribute to our Appeal process. Thanks to Jim and to everyone who has and continues to work towards achieving our goals.

Joan Gerard
Chairman, NABC Appeals

1995 NABC Appeals Co-Chairs Forward:

Once again, we have assembled a casebook that fairly reflects the problems faced by Committees at an NABC. This was a very busy tournament for Committees. The Chairmen did the most thorough job we have seen documenting what went on in the actual hearings and the reasoning processes their Committees went through. We are proud of the efforts put in by all. There is clearly room for improvement and we have no doubt that everyone involved in this process will continue to make the necessary sacrifices to get better.

As usual, there are many people to thank. The list obviously starts with John Blubaugh. We could never have gotten to this point so quickly without his expertise and organizational skills. We are still amazed at how he manages to get everything together in such a short period of time.

This casebook was proofread at every step in an effort to make the final version as polished as possible. We currently have three proofreaders who deserve a great deal of credit. Thanks go to Linda Weinstein, Karen Lawrence and Frank Jewett III.

We also appreciate the efforts of Kate Sides at the ACBL office in Memphis. Once John finishes the casebook, she goes to work to coordinate the publishing process. We always seem to be asking her to get us a finished product in a shorter period of time. Somehow, she always delivers.

Alan LeBendig
Peggy Sutherlin
NABC Appeals Committee Co-Chairmen

Our Expert Commentators:

Karen Allison was born in Brooklyn and is a graduate of Brooklyn College. She currently lives in Jersey City, NJ, with her two cats, Stella and Blanche. A former options trader, Karen is currently a bridge teacher and writer. When she isn't "catting" around she enjoys traveling, reading, the theater and concerts. She is a Vice-Chairman of the National Appeals Committee, has served on the National Laws Commission since 1982, and has worked on several revisions of both the Laws of Contract and of Rubber Bridge.

Richard Colker of Wheaton, MD, is a psychology professor and psychology research investigator. He has served as Recorder for ACBL District 6, Appeals chair for the Washington Bridge League, vice chair for the National Appeals Committee, and as a member of the National Ethical Oversight Committee. He has been a columnist for Washington BL Bulletin since 1988, and is a Member of IBPA.

Bobby Goldman was born in Philadelphia. He currently resides in Dallas with his wife Bettianne and his son, Quinn. He is a Bridge Professional and Financial Analyst. His hobbies include tennis, volleyball, basketball and softball. While Bobby was a member of the original ACES from 1968 to 1974, he was a pioneer in writing computer programs that generate bridge practice hands and evaluate bidding probabilities. Bobby has won four World Championships and more than thirty National Championships.

Alan LeBendig was born in Cleveland. He currently resides in Los Angeles with his longtime companion Suzanne Trull and his son, Mark. He is the co-owner of the Barrington Bridge Club. His hobbies include playing Blackjack and surfing the Internet. Alan has been CoChairman of the National Appeals Committee since 1988. He is proudest of his second place finish in the 1993 Washington Life Master's Pairs and winning the 1993 Seattle North American Swiss Teams.

Jeff Meckstroth was born in Springfield, Ohio. He currently resides in Tampa, Florida with his wife Shirlee and his two sons, Matt and Rob. He is a Bridge Professional who enjoys golf and movies in his spare time. Every year his name can be found near the top of the Barry Crane Top 500 list. Jeff is a Grand Life Master in both the WBF and ACBL. He has won four world titles (his first at age 25 in 1981) and numerous National Championships.

Mike Passell was born in Yonkers, New York. He currently resides in Dallas, Texas, with his wife Nancy and his 13 year old daughter, Jennifer. Mike is a Professional Bridge Player who also enjoys movies, all sports and playing golf. Mike ranks #2 in all-time masterpoint holders. Among his many outstanding bridge accomplishments, he is proudest of his Bermuda Bowl win in 1979 and his victories in all four of the major NABC team events.

Michael Rosenberg was born in New York where he has resided since 1978. He is a stock options trader. His mother, father and sister reside in Scotland where he grew up. Widely regarded as the expert's expert, Michael won the Rosenblum KO and was second in the Open Pairs in the 1994 Albuquerque World Bridge Championships. He was the ACBL player of the year in 1994. His hobbies include tennis and music. He believes the bridge accomplishment he will be proudest of is still in the future. Michael is also a leading spokesman for ethical bridge play and for policies that encourage higher standards.

Peggy Sutherlin was born in Dallas. She currently resides in San Francisco with John, her husband of twenty-nine years. She has been a flight attendant for the past 35 years with American Airlines. Her main hobby is genealogy. Peggy has been Co-Chairman of the National Appeals Committee since 1990, and is a member of the ACBL Laws Commission. She is a WBF World Master, finishing second in the World Mixed Pairs in 1982, fourth in the 1987 Venice Cup, and has won several National Championships. She has served as a contributing editor to The Official Encyclopedia of Bridge.

Dave Treadwell was born in Belleville, New Jersey and currently resides in Wilmington, Delaware. He is a retired Chemical Engineer, a graduate of MIT, and was employed by DuPont for more than 40 years where his responsibilities included the introduction of Teflon to the marketplace. He has three grown children, three grandchildren and two great-grandchildren. His hobbies include blackjack. The bridge accomplishment he is proudest of is breaking the 20,000 masterpoint barrier. He believes bridge can be competitive and intellectual, but above all can be and must be fun.

Howard Weinstein was born in Minneapolis. He is a graduate of the University of Minnesota. He currently resides in Chicago where he is a stock options trader at the CBOE. His brother, sister and parents all reside in Minneapolis. His parents both play bridge and his father is a Life Master. Howard is a sports enthusiast and enjoys playing golf. He is a member of the ACBL Ethical Oversight Committee and has been a National Appeals Committee member since 1987. He has won three National Championships, and is proudest of his 1993 Kansas City Vanderbilt win.

Bobby Wolff was born in San Antonio, and is a graduate of Trinity University. He currently resides in Dallas. His father, mother, brother and wives all played bridge. Bobby is a member of the ACBL Hall of Fame as well as a Grand Life Master in both the WBF and the ACBL. He is one of the world's greatest players and has won ten World Titles and numerous National Championships. He served as the 1987 ACBL president and the 1992-1994 WBF president. He has served as tournament recorder at NABCs and is the author of the ACBL active ethics program.

Subject of Appeal:	Tempo	Event:	NABC Open Pairs	Case:	1
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Auction

West	North	East	South
			1NT
Pass ¹	Pass	2♣ ²	Pass
2♦	Pass	Pass	2♥
Pass	Pass	3♦	Pass
Pass	Pass		

Explanation of Special Calls and Points of Contention

1: Break in Tempo
2: Alerted, ♣'s and another suit

Hand Record

Board		N			
Dealer		S			
Vul		N/S			
W				E	
♠	AJ103			♠	94
♥	K52			♥	43
♦	10943			♦	QJ762
♣	K6			♣	AJ105
		S			
		♠	Q76		
		♥	AJ987		
		♦	AK8		
		♣	Q9		

Final Contract	Result of Play	Score	Opening Lead
3♦ by W	Made 3	E/W +110	

Facts

After the 1NT bid, West took a moment, asked the No Trump range, and passed. East balanced with 2♣ and West's 2♦ bid showed less than three clubs and at least four diamonds or 4-4-3-2. After 2♥ was passed to East, he decided that his side probably held nine diamonds and bid 3♦.

Director Ruling

The Director ruled that Pass was a logical alternative for East (Law 16A) and the contract was changed to 2♥ by South, making two, N/S +110.

Director's Ruling	2♥ by S, Made 2, N/S +110
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Committee Ruling

East/West testified that West "always paused over 1NT" and asked for the No Trump range. West said that he did pause, but only to keep all of his bids in an even tempo. North/South's testimony reiterated the break in tempo and that West passed more quickly on the companion board. The Committee decided that the 3♦ call might have been influenced by the original break in tempo. The Committee upheld the Director's ruling of 2♥ by South, making two, N/S +110.

Committee Members

Chair	Gail Greenberg
Member	Phil Brady
Member	Jerry Clerkin
Member	Lynn Deas
Member	Jo Morse

Commentary

Allison: I agree with the Committee's decision and I dislike the self-serving statement that West "always" hesitated over 1NT. I would have needed documentation about this proclivity and it would have to have been very strong before I would have even entertained such a statement.

Colker: Somehow "West" never did this sort of thing holding a balanced Yarborough! Players must learn that they will always get the worst of it in such situations, and that we will not look kindly upon their bringing these cases to Committee when the Director has ruled against them. It was an affront for East/West to appeal this ruling, especially in an NABC Open event, and a stiff procedural penalty for a frivolous appeal was completely appropriate. Imposing such penalties consistently may help to deliver the message to the bridge community that such behaviors (the infraction as well as the appeal) are unacceptable.

Goldman: I do not believe the so called hesitation gave any actual information beyond what 1NT-P-P gave to East. Most pairs that play DONT bid very aggressively after 1NT. Even a significant hesitation carried no real information beyond the possibility of two four-card suits. The 3♦ bid conformed to "The Law" that some players strongly adhere to.

I would have needed some questions answered about the partnership's style and history. I would have wanted to know whether they played different conventions over different 1NT ranges. I would not have been at all inclined to give North/South an adjustment and I would have been somewhat inclined not to adjust the score for East/West. My conclusion would have depended on how I sized up the players' ethical standards. The facts indicated that "West took a moment and asked the No Trump range." How could that perfectly normal action have been deemed a violation?

LeBendig: This case illustrates a growing problem. After a 1NT opening bid, the next player asks "range?" With balanced minimums, they don't ask these questions. Because of the multiplicity of ranges, I have proposed to the Competition Committee that if the range announcement occurred after each 1NT opening bid, the direct seat would have had no reason to ever ask questions. Without our current methods, the immediate seat gets a free balk and the unauthorized information is "legal". If the partner announced the range right after the bid was made, I truly believe a lot of problems would be solved.

I'm glad the Committee allowed the 2♣ bid since very few players give serious consideration to selling out to 1NT with balanced hands in fourth seat. We all acknowledge that there is some danger in bidding and yet we all do it. The 3♦ bid was another matter. Since they heard the evidence, I fully accept the Committee's decision. If they believed there was a hesitation, then East must have been aware of it. Without penalties in these cases, I don't believe players will ever stop trying to get away with it.

Meckstroth: It was definitely correct to adjust the score. Perhaps 1NT should have been the contract. Even though I would have always balanced, the bid should not have been allowed after the hesitation because it made the balance a certain winner.

Passell: It seemed to me the real questions were whether East should have been allowed to balance. Once East did balance, West's competing was automatic. I would have changed the contract back to 1NT by South!

Rosenberg: Stating that West had to have four diamonds unless he was 4-4-3-2 was clearly incorrect. West could have held ♠K6532 ♥Q752 ♦543 ♣K and chose to pass 1NT. The argument that someone "always" paused over 1NT is simply not true in my experience, just as the players who claimed they "always" paused at trick one, didn't.

I think this was probably a good decision, but this is a recurring problem and should be addressed. Some pairs play different defenses to 1NT depending on the range and extraneous information is almost inevitable. It would be useless to decide that there is no penalty for looking at the convention card, because then when a player fails to look, other inferences can be taken. I believe the best solution, as matters now stand, is for the partner of the 1NT opener to automatically announce the range as soon as the bid is made. The opposing pair could perhaps make an advance request that this be done but then are at risk for whatever they might convey, by their action or inaction, to their partner.

Sutherland: This was a good decision by the Committee. East certainly bid all his values the first time. The table action told him West had more than 8 HCP and it was safe to bid again. It was unacceptable to take another bid.

Treadwell: Fumbling with the opponent's convention card and asking questions about the 1NT opening, although legal, must convey some information. This was an NABC Open Pairs and players in this event should have known enough either to have asked questions about the 1NT opening before the auction began (preferable) or should have stolen a quick glance at the opponent's convention card after the bid was made. The Committee's decision was clear-cut.

Weinstein: If the Committee believed there was a break in tempo, the decision seemed to be straight-forward.

Wolff: This was a good Committee decision.

Subject of Appeal:	Tempo	Event:	NABC Open Pairs	Case:	2
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Auction

West	North	East	South
	2♦ ¹	Pass	2♥
Pass ³	Pass	2♠	3♥
Pass ⁴	Pass	3♠	Pass
Pass	Pass		

Explanation of Special Calls and Points of Contention

1: Alerted, MULTI
2: Alerted, Pass or Correct
3: Break in Tempo
4: Break in Tempo

Hand Record

Board		N			
Dealer		N			
Vul		None			
		♠ 93			
		♥ KJ10742			
		♦ A853			
		♣ 9			
W				E	
♠	J10			♠	AKQ862
♥	Q6			♥	985
♦	Q642			♦	J109
♣	AJ1086			♣	7
		S			
		♠ 754			
		♥ A3			
		♦ K7			
		♣ KQ5432			

Final Contract	Result of Play	Score	Opening Lead
3♠ by E	Down 1	N/S +50	

Facts

West broke tempo twice during the auction. East/West maintained that the hesitations were short and reasonable considering the complexity of competing against MULTI.

Director Ruling

The Director ruled that there had been significant breaks in tempo and that Pass after 3♥ was a logical alternative for East (Law 16A). The contract was changed to 3♥ by South, making three, N/S +140.

Director's Ruling	3♥ by S, Made 3, N/S +140
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Committee Ruling

This case was brought by the same East/West pair as Case One and was heard directly after Case One by the same Committee. The Committee decided that a pattern was clear. West's hesitations allowed East to bid the same values twice with no risk. The 3♠ bid was not allowed and the Director's ruling of 3♥ by South, making three, N/S +140, was upheld. East/West were strongly admonished and the guidelines for breaks in tempo were clearly explained. East/West's \$50 deposit was forfeited.

Committee Members

Chair	Gail Greenberg
Member	Phil Brady
Member	Jerry Clerkin
Member	Lynn Deas
Member	Jo Morse

Commentary

Allison: It was lucky that the same Committee heard this pair in both of these cases.

Colker: The Committee finally delivered the message they should have delivered more strongly in Case One. If they had kept the \$50 there, this second appeal would never have been heard!

Goldman: It was not "obvious" to me to disallow 3♠. West had no business breaking tempo with this hand. I find the argument about the complexity of defending against MULTI has validity and I believe a 51% standard would have been more reasonable against such conventions than a 90% one.

I again find the problem to have been more about judging the bridge. I considered the 3♠ bid very reasonable, so I would not have considered a deposit forfeiture without testimony I believed was self-incriminating.

LeBendig: This was a good job by the Committee. It was rare that a pair is caught exhibiting the same behavior on consecutive boards. I liked the decision and I agree that the appeal lacked merit. This type of "review" should ensure that we don't see this pair for a while.

I heard a lot of grumbling about this decision during the tournament. If you had chosen to bid 2♠ (some would not) over a weak 2♥ bid (that is effectively what happened), would you really have thought 3♠ was "automatic" after your LHO raised to 3♥? I actually believe many would have sold out. After the unauthorized information, there was no way bidding 3♠ could have been wrong. We can't allow such a bid for that reason, especially at this level.

Meckstroth: This was an excellent decision!

Passell: This was a very good decision. East/West should have been penalized for multiple offenses.

Rosenberg: West's hesitation over 3♥ was the type of break in tempo I call "bad." When a player passes throughout and hesitates, this can often make life impossible, so this should be avoided. The East-West system might have been relevant if East had a slightly better hand. East's auction may have been possible if a natural 2♠ overcall was unavailable. This was a good decision except for the odious retention of the \$50. I reiterate that this was unfair, giving preference to players who do not care about the money, and will therefore appeal more often.

Sutherland: This was another very good decision by the Committee. Hopefully the loss of \$50 sent this pair and other pairs a very clear message.

Treadwell: This case was somewhat similar to Case One. Since it was by the same pair who was ruled against then, perhaps the Committee should not only have kept the \$50 deposit for this case but might have considered charging this pair with back taxes for Case One.

Weinstein: If the Committee determined that a break in tempo occurred, the decision was correct. There are some who would argue that bidding 3♠ was automatic. If not for the previous protest, I think the forfeiture of the \$50 was too severe.

Wolff: This was a good decision by the Committee.

Subject of Appeal:	Tempo	Event:	NABC Open Pairs	Case:	3
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Auction

West	North	East	South
		Pass	1♦
Pass ¹	1NT	2♠	Pass
Pass	3♣	3♥	Pass
3♠	Pass	Pass	Pass

Explanation of Special Calls and Points of Contention

1: Break in Tempo

Hand Record

Board		N			
Dealer		E	♠ 64 ♥ 73 ♦ A95 ♣ Q109643		
Vul		None			
W				E	
♠ AQ2 ♥ A54 ♦ Q1076 ♣ J72				♠ J9853 ♥ KQ962 ♦ J8 ♣ 8	
S					
		♠ K107 ♥ J108 ♦ K432 ♣ AK5			

Final Contract	Result of Play	Score	Opening Lead
3♠ by E	Made 3	E/W +140	

Facts

West hesitated before passing 1♦. East/West maintained that East's action over 1NT was not influenced by the break in tempo.

Director Ruling

The Director ruled that Pass after 1NT was a logical alternative for East (Law 15A) and the contract was changed to 1NT by North, down one, E/W +50.

Director's Ruling	1NT by N, Down 1, E/W +50
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Committee Ruling

The Committee decided that East's action over 1NT was clear-cut. The Committee believed that even if the 3♥ bid was questionable, the partnership would have bid 3♠. The original table result, 3♠ by East, making three, E/W +140 was restored.

Committee Members

Chair	Gail Greenberg
Member	Phil Brady
Member	Jerry Clerkin
Member	Lynn Deas
Member	Jo Morse

Commentary

Allison: I am sure the Committee took into account the strength of the pair when it judged the action over 1NT was “clear-cut.” Without knowing this information, I can’t judge how well this Committee did in its decision.

Colker: This case was especially disturbing in light of the two previous cases heard by the same Committee. While I agree that the bid by East over 1NT was an action which most players (including myself) would take, it was not totally without risk. South could have held a balanced 2NT rebid or an off shape hand of even greater strength, including 4-4 in the majors, and North could have held 3-3 in the majors. If this pair were playing that 2♦ showed the majors (Michaels) I might have allowed the relative safety of 2♦ but not 2♠. However, even if the 2♠ bid was allowed, East’s second (3♥) call was even more dangerous and suspect. It could have been influenced by the values shown by West’s hesitation over 1♦. I agree with the Director (and, I’ll bet, Bobby Wolff) in this case and I would have ruled E/W +50. If the 2♠ bid was allowed, 3♣ by North-South would still have been down one and I would not have allowed West to balance with 3♠, Players must be held accountable for infractions involving unauthorized information, especially in NABC+ events. East’s actions were not egregious, but West must learn to bid in tempo and that will not happen unless any action by his partner that was not 100% was penalized!

Goldman: I do not agree that 2♠ over 1NT was clear-cut, but some action was (2♦, Michaels). This was a well-reasoned case, I would probably have given a procedural penalty for the 3♥ bid.

LeBendig: I don’t agree that 2♠ was routine. I would have accepted 2♦ if that interpretation was available (obviously it wasn’t). The 3♥ bid made it clear that East was taking full advantage of the hesitation. That bid alone deserved a penalty. If the 3♥ bid was not made, defending 3♦ was a possibility for West. I had trouble accepting the Committee decision was correct.

Meckstroth: I’m not sure I agree here. It was clear that East should have acted over 1NT but why not 2♦ for the majors? It seems to me that the break in tempo may have helped East bid again at the three level. As far as East-West playing 3♠, I believe that West should have opted to defend three of a minor. That was what Law of Total Tricks indicated.

Passell: It was ridiculous for East to have been allowed to bid in a live auction the first time, much less the second. West might easily have saved the day by balancing but East/West should not have survived this situation unscathed,

Rosenberg: I think the Committee got too clever here. East’s action over 1NT may not have been clear-cut, and the subsequent 3♥ bid was an indication to me that East was bidding on his partner’s break in tempo. So how do we know whether this East would have bid over 1NT had there been no break in tempo? West’s hesitation was “bad” (see Case Two). I would have changed the contract to 1NT by North, down one, E/W +50.

Sutherland: I strongly disagree that 2♠ was automatic. If one chose to bid, why not 2♦? Once again the table action let East know that it was safe to bid. Pass was certainly a logical alternative.

Treadwell: West psyched his hesitation! The hand was not even close to warranting any action other than pass. I guess I must agree with the decision to allow East’s 2♠ bid, but I believe it was a pretty close call. I would have felt better about it if East had bid, say 2♦, to show both major suits, but apparently this bid was not in the East/West arsenal. It was rather amazing that West did not raise the 2♠ bid immediately.

Weinstein: I don’t think 2♠ was clear-cut. However, it was clear for West to bid over 1NT. I agree with the Committee.

Wolff: I totally disagree with the decision. The Committee would have bid with the East hand. This did not preclude Pass, at either the first opportunity (after the hesitation) or the second, from having been a logical alternative. How dare East take a no risk action in the face of his partner’s hesitation? What was so rare about West’s hand that caused him to study before he passed (some call it the no-risk double)? Why do we constantly favor the, shall we say, deliberate thinkers? Obviously West had played with East before since he didn’t bid game. He knew he had already shown his hand. Disgusting.

Subject of Appeal:	Tempo	Event:	Flight A Pairs	Case:	4
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Auction

West	North	East	South
			1NT ¹
Pass ²	Pass	2♣ ³	Pass
3NT	Pass	4♠	Pass
Pass	Pass	Pass	

Explanation of Special Calls and Points of Contention

1: 10-12 HCP
2: Break in Tempo
3: Alerted, ♣'s and another suit

Hand Record

Board		N	
Dealer		S	
Vul		E/W	
		♠ Q8	
		♥ 9752	
		♦ 865	
		♣ K1043	
W		E	
♠ AK3			
♥ KJ1083			
♦ A1094			
♣ A			
		♠ 107642	
		♥ A6	
		♦ 7	
		♣ 98752	
		S	
		♠ J95	
		♥ Q4	
		♦ KQJ32	
		♣ QJ6	

Final Contract	Result of Play	Score	Opening Lead
4♠ by E	Made 6	E/W +680	

Facts

West broke tempo before passing over 1NT.

Director Ruling

The Director ruled that Pass after 1NT was a logical alternative for East (Law 16A) and the contract was changed to 1NT by South, down four, E/W +200.

Director's Ruling	1NT by S, Down 4, E/W +200
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Committee Ruling

The Committee decided that passing 1NT was a logical alternative for East. The Committee believed the hesitation suggested a bid would be more successful than pass. The Committee confirmed the Director ruling of 1NT by South, down four, E/W +200.

Committee Members

Chair	James Linhart
Member	Robert Glasson
Member	William Laubenheimer

Commentary

Allison: This was a good application of the Law. Certainly, West's slow Pass made a bid not only more attractive, but safer.

Colker: This case was similar to the previous one (Case Three) except that East's actions (and suit qualities) were significantly worse. I agree with the Director, and Committee (as far as it went), except that I would have penalized East/West for a frivolous appeal (see my comments on Case One).

Goldman: Cases like this trouble me. I would have needed to have known East/West's methods and agreements and the nature of the hesitation. West was marked with an opening bid by the auction and would have had something to think about. What information did East glean from the hesitation that aided his decision to bid?

LeBendig: This is a similar problem to Case One. An announcement after the 1NT opening bid might have stopped the break in tempo. I believe it is worth a try.

As to the 2♣ bid, this pair was playing DONT. Partner may have had a good balanced hand and was unable to act. Since the Committee heard the testimony, I support their decision. I believe, as I did in Case One, that almost no one would have passed this hand even though they recognized the danger of bidding.

Passell: I strongly agree with the Committee. East/West should have been assessed a procedural penalty also.

Rosenberg: I sympathize with East, because it was logical to balance. The Committee should record the length of the break in tempo because this is relevant. This is the type of hand where I might have let East bid after listening to the player's argument.

Sutherlin: I agree with the Committee. However, I would have imposed a procedural penalty of some type.

Treadwell: In this case, West really had the values for a long and informative hesitation, and East took full advantage of it with a marginal balancing hand. West had a real problem as to what to do, but to hesitate and then Pass was not a legitimate solution to this problem. This was a good Committee decision, but I wonder if a procedural penalty against East/West for taking blatant advantage of unauthorized information was considered.

Weinstein: I guess I agree with the Committee. I could have been persuaded that the break in tempo did not suggest bidding was more likely to succeed. West clearly had an opening bid or better based purely on the East hand and the auction. A Pass in tempo could have suggested that partner was more balanced and bidding had a fair degree of safety. If West considered bidding, a misfit was more likely. If East had passed and avoided a big penalty, could he have been required to bid because of the possibility that the hesitation suggested that passing was more likely to work?

Wolff: To me, it was clearer to bid once with East's hand here than to bid twice with East's hand in Case Three. However, because of the break in tempo, East should not have been allowed to bid, but why down four? Wouldn't West have led the ♥J (or ♥10)? It would not be wrong to say down four or five or six, if just to keep West from studying, passing, and partner bidding. But why in the name of the future of our expert game, don't we call it right?

Subject of Appeal:	Tempo	Event:	NABC Open Pairs	Case:	5
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Auction

West	North	East	South
Pass	1♣	Pass	1♦
1♥	1♠	Pass	2♠
Pass	2NT	Pass	3♠ ¹
Pass	4♠	Pass	Pass
Pass			

Explanation of Special Calls and Points of Contention

1: Break in Tempo

Hand Record

Board		N			
Dealer	W	♠	AKJ4		
		♥	AJ64		
Vul	None	♦	54		
		♣	A102		
W				E	
♠	Q			♠	8763
♥	Q10753			♥	8
♦	KQ6			♦	AJ103
♣	Q963			♣	J875
		S			
		♠	10952		
		♥	K92		
		♦	9872		
		♣	K4		

Final Contract	Result of Play	Score	Opening Lead
4♠ by N	Made 4	N/S +420	

Facts

A North/South 1NT opening showed 14-15 HCP. The 2NT rebid showed 17-19 HCP. South bid 3♠ very slowly. North stated that he always intended to bid game but, perhaps, he should have rebid 3NT, which would give South his choice of games.

Director Ruling

The Director ruled that Pass was a logical alternative for North (Law 16A) and the contract was changed to 3♠ by North, made four, N/S +170.

Director's Ruling	3♠ by N, Made 4, N/S +170
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Committee Ruling

The Committee decided that the slow bid of 3♠ clearly showed a desire to bid game and that Pass by North was a logical alternative. There was no certainty that a game could be made. The Committee rejected North's contention that no player would have considered a pass of 3♠. The Director's ruling of 3♠ by North, made four, N/S +170, was confirmed.

Committee Members

Chair	Alan LeBendig
Member	Jerry Clerkin
Member	Michael Rosenberg

Commentary

Allison: What else could South have possibly considered before his slow 3♠? This was a fine decision and excellent reasoning.

Colker: I agree with this decision as far as it went, but North's testimony was clearly and strongly refuted by his own 2NT bid. North didn't think his hand was good enough to force to game (i.e. 2NT), but when his partner signed off slowly in 3♠ he changed his mind. But his decision had nothing to do with partner's tempo since he "always intended to bid a game."(!??) Such self-serving statements in the context of clearly conflicting evidence were an insult to the Committee. I think a stiff procedural penalty against North/South was clearly indicated.

Goldman: I severely disagree with this decision. The hesitation over 2NT could have been a consideration of a pass. South did not have a 3 ½ spade bid! To convict someone of providing illicit information when their hand does not conform to the information was illogical. South had an easy way to make a 3 ½ spade bid (3♥). It appears to me that North bid the hand very well. He was willing to play 2NT if it was passed or 4♠ if his partner had four spades and corrected. Most importantly, the 4♠ contract was only a marginal contract, not a gain in equity. Score adjustments should not be made when there is no gain of equity. Procedural penalties for ethical misbehavior should be the sole remedy in such cases.

I would have adjusted the table result for East/West. I would probably not have adjusted the result for North/South, but I would have to have heard testimony, particularly about what the 2♠ bid showed.

Rosenberg: I served on this Committee and I regarded this as a simple case.

Treadwell: This was a clear-cut Committee decision to not allow the 4♠ bid after the hesitation.

Weinstein: This was a good decision by the Committee.

Wolff: North was less than ethical. However, he got the wrong reading from partner when he overbid his hesitation. The end result was a lucky game. North/South should have been reduced to +170 or worse. East/West must have been allowed to go -420. This was normal playing luck because 4♠ would go down most of the time. Would this East/West have refused to accept +50 if 4♠ had gone down? How unfair was the actual ruling to the East/West field? Did this particular East/West pair deserve to be privileged as opposed to other East/West pairs? We need to look at what is fair instead of what is expedient and, a bigger question, why aren't we doing something to stop it from happening?

Subject of Appeal:	Tempo	Event:	Flight A Pairs	Case:	6
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Auction

West	North	East	South
Pass	1♦	Pass	1♥
Pass	1NT	Pass	2♠
Pass	3NT	Pass	4♥ ¹
Pass	5♥	Pass	6♥
Pass	Pass	Pass	

Explanation of Special Calls and Points of Contention

1: Break in Tempo

Hand Record

Board		N			
Dealer		W			
Vul		None			
		♠ KJ9			
		♥ 103			
		♦ AK10964			
		♣ A3			
W				E	
♠	874			♠	632
♥	J95			♥	64
♦	Q5			♦	8732
♣	KQ1052			♣	8764
		S			
		♠ AQ105			
		♥ AKQ872			
		♦ J			
		♣ J9			

Final Contract	Result of Play	Score	Opening Lead
6♥ by S	Made 7	N/S +1010	

Facts

South hesitated before the 4♥ bid. East/West thought that Pass was a logical alternative for North.

Director Ruling

The Director ruled that Pass was a logical alternative (Law 16A) and the contract was changed to 4♥ by South, making seven, N/S +510.

Director's Ruling	4♥ by S, Made 7, N/S +510
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Committee Ruling

North contended that since his partner showed a game-forcing hand, 4-6 in the major suits, and since he covered all side losers, good hearts plus the ♠A would produce a slam that was no worse than a spade finesse. North believed that this entitled him to continue the auction and he selected 5♥ as the best systemic call to obtain the information needed. North conceded that even though the 1NT rebid was an underbid (their 1NT opener was 15 to 17 HCP), this jump to 3NT was an attempt to catch up.

The Committee's first deliberation was to determine whether the hesitation suggested an alternative action, and if so, whether that action was more likely to be successful. It was possible that partner held a shapely 10 HCP and thought about passing 3NT but this was viewed as unlikely. Did North have an "automatic" continuation over 4♥? The consensus of the Committee was that it was possible, but given that North had bid conservatively up to this point, he might have continued to be conservative.

After some discussion with a Senior Director and Peggy Sutherland, Co-Chairman of NABC Appeals, the Committee determined that the decision would have to be based on what action players who opened 1♦, rebid 1NT, and jumped to 3NT with this hand would select over a prompt 4♥. The Committee voted two to one (Lazarus dissenting) that a significant enough fraction of those players would choose to pass 4♥. The Committee confirmed the Director ruling of 4♥ by South, making seven, N/S +510.

Dissenting opinion from Committee member Ed Lazarus: The Committee decision was based on the interpretation of Law 16 which states in part: "After a player makes available to his partner extraneous information that may suggest a call or play, as by name of ...unmistakable hesitation, ...the partner may not choose from among logical alternative actions one that could reasonably have been suggested over another by the extraneous information."

An argument can be made on most hesitations that one bid or another is a logical alternative which has been construed by National Appeals Committee to be an action that would be taken by 5% to 15% of the bidder's peers. This Committee believed that this action fell within these limits; i.e., that 5% to 15% of the bidder's peers would have passed. However, I believed that when North saw that he held KJ9 in support of spades, he needed only AQxx, AJ9xxx, x, xx to have a good play for a slam. Any better holding would increase the odds in favor of making a slam. Therefore, a bid of 5♥ should have been seen as a proper action whether or not Pass was a logical alternative. Pass is an alternative which was logical only if one did not think about the bidding! Therefore, I would have allowed the 5♥ bid.

This case fell within the gray area that Law 16A is supposed to protect. I believe that when an auction is a much more logical alternative the Law can cause problems by preventing proper bridge action. Since most Committees are interpreting the law similar to the thought process involved in this case, I believe that a further change in the law should be considered, a change which would allow a reasoned logical action, even in light of other logical alternatives which can be viewed to be in a clear minority.

Committee Members

Chair	William Laubenheimer
Member	Ed Lazarus
Member	Bruce Reeve

Commentary

Allison: This was an example of what has caused me problems with the current Committee directives. If North was barred from using bridge logic because his partner hesitated, then we've got a problem in how we're judging these cases. I agree with Ed Lazarus in this case. North could have constructed very few South hands that held 4-6 in the major suits, chose to force at the second turn, and then chose game in hearts that didn't offer at least safety at the five level opposite his excellent hand.

Colker: The purpose of the Laws in cases such as this is not to protect the side that commits unauthorized information, nor is it to restore "bridge equity." Rather it is to protect the non-offending side from any bridge advantage the offenders may have gained through their infraction, and to deter future occurrences of a similar nature via additional penalties (if the Committee is so inclined). Could South have been pushing for a game including skimpy high card values such as ♠AQxx ♥Axxxxx ♦x ♣xx or ♠Qxxx ♥Qxxxx ♦x ♣xx, and been afraid to leave North in 3NT? Could the five-level have been the auction, looking for a slam? Not in my book. Pass was absolutely a logical alternative!

The Committee's job was not to look for reasons why North should have been allowed to bid here, unless that bid was believed to be compelled by what North had to have known without the unauthorized information. Contrary to the dissenter's opinion, the Committee was not looking to allow a normal, reasoned, bridge result (equity) for the offenders. The offenders were to get the worst result they might have gotten as long as it was "probable" relative to other results. The Laws already allowed what he asked for. Remember, both sides do not have to be assigned the same result. The non-offenders are to be given "the most favorable result that was likely had the irregularity not occurred." Here, "likely" meant reasonable, good, but not a windfall score (thus protecting the field in a pairs game). They got equity, any uncertainty was resolved in their favor. The offenders, on the other hand, were given the "most unfavorable result that was at all probable." Here, "probable" meant relative to other results. Illogical actions or those judged to be far inferior were considered improbable. The offenders get to keep a reasoned logical action as long as other results are improbable relative to it. But, when a worse result has any appreciable probability, they get it, because they created the problem. If the offenders were given a normal, reasoned, result (equity) there would be no disincentive for committing infractions such as unauthorized information, since they could at worst break even as a result! The Laws and Committees need to consider and protect the future, as well as remedy the present.

Goldman: I disagree with the majority. I would have allowed the 5♥ bid. I might even have considered it too conservative. What was South attempting to do with his 2♠ bid? It seems obvious he was attempting to fashion a slam try. But what other explanation existed for 2♠ followed by 4♥ for a good player? With only game interest, they bid 4♥ over 1NT. Either North/South did not present their case well, or they were not very good players or the Committee just ignored the bridge while jumping on the "If it hesitates, shoot it" bandwagon.

LeBendig: The Committee did a good job of documenting their reasoning which led to a good decision. It was correct that a continuation by North was possible (he might have woken up), but it was also possible that he might have quit without the "help" he got.

I wish we would stop trying to figure what percentage of players might have chosen a certain action. This is not how we are to determine what constitutes a logical alternative. The Laws Commission has stated that a logical alternative is an action which some number of a player's peers would seriously consider without the unauthorized information. We

were told that we should no longer be trying to make these decisions based on trying to figure what percentage of an imaginary field would choose a certain action. I hope we can eliminate any percentage discussion from future considerations.

Meckstroth: This was a good decision and a very important one as well. An opening bidder that rebids 1NT could never have driven beyond game without some type of slam invitation from partner (a hesitation in this case). Hats off to Bill and Bruce!

Passell: This was close. But anyone who had bid 1♦, 1NT, 3NT with North's cards might have passed 4♥. The tie should have gone to the non-offenders.

Rosenberg: This was an important case. This was a "bad" hesitation because it pointed to a particular hand type (slam try). It might have been regarded that this was a trap auction for North to bid again. Did South have a definitive slam try?

The dissenting opinion from Mr. Lazarus appears very logical, but he overlooked one thing. The North/South bidding through 4♥ was not logical and there was no reason to suppose that it would suddenly become so. Why couldn't South have held a 5-6 hand with no slam aspirations? When he bid 2♠ he could have followed with 3♠ had his partner not got in the way with that 3NT bid. Therefore, he would have had no choice but to fall back on 4♥.

The Committee may not have understood all of the issues here, but they followed good precepts and made the right ruling.

Treadwell: I side with the Committee's minority view that further action by North was warranted. I don't see how the earlier conservatism by North in failing to open 1NT was a factor at the point North chose to act over 4♥. One could give South poorer hearts and more honors in the minors and South would still have had a problem in deciding whether to pass 3NT. Now, North's 5♥ bid might have gotten the side overboard. The hesitation only indicated that South had a problem after a somewhat unusual action by North; but this was to have been expected and no useful information was conveyed. North had every right to bid his hand again.

Weinstein: The majority ruled correctly. Pass was certainly a reasonable alternative because partner doesn't always hold the ♥9 in Mr. Lazarus's example and 5♥ fails on some poor trump splits. The hesitation awakened partner to the possibility that his hand might have been "perfecto" for partner. Without the break in tempo, North might have made a reflexive (if unreasoned) Pass. Disagreeing with Law 16 wasn't a sufficient reason to allow a Committee member to ignore it.

Wolff: I agree with the majority decision to revert the hand back to 4♥, +510 for North-South. The dissenting opinion was frightening. If followed, it would virtually destroy the concept of logical alternative. Sure, North distorted by rebidding 1NT and then made the unusual follow-up of 3NT. What did that have to do with being advantaged by partner's slow 4♥ bid? This was a classic case of logical alternative and to follow the dissent would be to return to the unethical days of a few years ago.

If South had bid in tempo, anything would have been allowed. If he didn't bid in tempo he should never have gotten the best of it and likely would have gotten the worst. We must never allow possible improper advantages to occur if they might have been the proximate cause of a good result.

Subject of Appeal:	Tempo	Event:	Stratified B/C/D Pairs	Case:	7
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Auction

West	North	East	South
	Pass	1♣	1♠
2♥	2♠	3♥ ¹	Pass
Pass ²	3♠	4♥	Pass
Pass	Pass		

Explanation of Special Calls and Points of Contention

1: Break in Tempo
2: Break in Tempo

Hand Record

Board		N	
Dealer	N	♠ Q62	
Vul	N/S	♥ 6	
		♦ 10873	
		♣ AK963	
W			
♠	J3		
♥	QJ5432		
♦	Q6		
♣	QJ2		
		S	
		♠ A9854	
		♥ 109	
		♦ A9542	
		♣ 4	

Final Contract	Result of Play	Score	Opening Lead
4♥ by W	Made 4	E/W +420	

Facts

West hesitated before he passed 3♥. North/South believed P was a logical alternative for East. East/West contended that the 4♥ bid resulted from the 3♠ push

Director Ruling

The Director ruled that Pass was a logical alternative (Law 16A). The contract was changed to 3♠ by South, making three, N/S +140.

Director's Ruling	3♠ by S, Made 3, N/S +140
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Committee Ruling

East told the Committee that he was close to a 4♥ bid at his second turn. He decided to bid only 3♥ because he devalued his spade holding. After the opponents bid 3♠, he decided to bid 4♥ because he expected the opponents to make 3♠, and even if 4♥ was doubled, down one would have been a better result.

North/South contended that West's hesitation barred East from bidding. The Committee then asked North, who had observed a short break from East and a longer break from West (which he believed suggested that they wished to bid further), why he had elected to report the auction. North said that he thought he could make 3♠.

The result at the table was discussed next. 4♥ was made after the lead of the ♠K followed by a spade switch. During the subsequent play, North had a low club as a major penalty card, and Declarer was able to take a club trick and discard a club on a spade.

All of the players involved had between 800 and 1100 masterpoints and had been playing tournament bridge for a number of years. The Committee decided that the 4♥ bid was the only logical alternative after North continued to 3♠. The Committee unanimously voted to restore the table result of 4♥ by West, making four, E/W +420. The Committee believed that North, who had observed both opponents indicate by their mannerisms that they wished to bid more, should have passed 3♥. The 3♠ bid allowed a double shot at getting a good result. North/South were informed that a hesitation did not

automatically bar the hesitator's partner but merely prevented him from taking any action suggested by the break in tempo rather than the cards held.

Committee Members

Chair	William Laubenheimer
Member	Ed Lazarus
Member	Bruce Reeve

Commentary

Allison: As you can imagine from my comments on the previous case, I agree wholeheartedly with this Committee decision.

Colker: I disagree with this Committee's judgment and decision. Contrary to his statement, East had a good defensive hand, with secondary values in spades and diamonds, and top values in East/West's suit (hearts). Coupled with the fact that West had bid constructively in a competitive auction, East had every reason to believe that +100, +200 (or more) was possible on defense. Also, contrary to East's statement, North/South could have beaten 4♥ two tricks (+300 if doubled) and only failed to do so on poor defense. I would have ruled with the Director against East/West, the contract should have been reverted to 3♠ by North/South making three (-140 for East-West). North/South were hurt more by their own defensive errors (they could have obtained +100 on normal, unexceptional, defense of 4♥) than East/West's actions. I would have awarded them the result at the table or Average Minus (slight protection from East/West's offense), whichever was better.

I am somewhat dumbfounded by the Committee's assertion that North was somehow culpable in this matter (since he had heard by both East and West's mannerisms that they both wanted to bid again, and could have passed the auction out at 3♥, and that bidding 3♠ therefore amounted to taking a double shot). North was under no obligation to "read" the opponents' mannerisms, or to act on them even if he did. In addition, North was correct in his assertion that his side was cold for 3♠. They could have obtained an even better score by defending 4♥ correctly, and an even better one still if they had doubled. The only thing North was wrong about was his misconception that a player is necessarily barred by their partner's hesitation. It is thus entirely possible that the Committee was right that North was trying for a double shot at the table (based on his misconception, and not because of the opponents' actions), and my ruling for the North/South pair was partly in recognition of this.

LeBendig: It is quite difficult to determine the reasoning ability of players at this level. Many of them do actually think that because of their trump quality, they can bid once more without getting doubled. They are right, they never do. The thought that they might be going plus does not occur to them. However, the slow pass made it too easy to bid 4♥ and I don't think I would have let East/West gain from this bid. I would have changed the result to -140 for East/West, but I believe that North/South earned -420.

Meckstroth: I was not sure about this case. I definitely agreed with -420 for North/South. However, if East only had a 3♥ bid, I don't understand why he would not have defended 3♠ with KTx. It also appeared to me that West's break in tempo was a "coffeehouse" designed to buy the contract. I'm not certain about the experience level of East/West and how that should have affected this decision. I did not like what I saw from them in this case.

Passell: This was excellent Committee work.

Rosenberg: I would not have allowed the 4♥ bid because I believe that East was taking less risk of a disaster once his partner hesitated. Although I do not believe this was a terrible decision, I would have given +140 to North/South.

Treadwell: Here again, the East hand had clear-cut action and the Committee did well in allowing it. Further, even though this a B/C/D stratified pairs, the Committee was wise in admonishing the North/South pair for trying for the double shot when they bid 3♠. It was particularly deplorable when the gross North/South mis-defense allowed 4♥ to make.

Weinstein: I agree with the Director, not the Committee. West's hesitation certainly suggested that 4♥, as a "make" or a "save," was more likely to have been successful and was not the only logical alternative. If 3♠ had gone down, I would have disallowed the protest because East/West could have beaten 4♥. However, because 3♠ was cold, North/South should have been allowed the +140.

Wolff: I would have ruled -420 for North/South and -140 for East/West. North/South richly deserve -420 because of their defense. However, to construe East's 4♥ bid as the only logical alternative when both East and West had passed it out at 3♥ was the height of sophistry. Was this Committee mellowing out to protect cheater's rights?

Subject of Appeal:	Tempo	Event:	NABC Mixed Pairs	Case:	8
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Auction

West	North	East	South
		1NT	Pass
2♦ ¹	Pass	2♥	Dbf
4♥	4♠	Dbf ²	Pass
5♥	Pass	Pass	Pass

Explanation of Special Calls and Points of Contention

1: Alerted, Game Forcing Stayman
2: Break in Tempo

Hand Record

Board		N			
Dealer		E			
Vul		E/W			
W			E		
♠ 832			♠ K3		
♥ KQ10752			♥ AJ98		
♦ A6			♦ KQ		
♣ 64			♣ Q10873		
		S			
		♠ AQ94			
		♥ 4			
		♦ J1054			
		♣ AJ92			

Final Contract	Result of Play	Score	Opening Lead
5♥ by E	Down 1	N/S +100	

Facts

East hesitated before 4♠ was doubled. North/South stated that a pass of 4♠X was a logical alternative for West. West contended that his partner had doubled because he expected him to have 10+ HCP and a four-card heart suit. West stated that he bid 5♥ to make, vulnerable versus non-vulnerable, and that he would have bid 5♥ even if his partner had hesitated a full minute instead of fifteen seconds.

Director Ruling

The Director ruled that Pass was a logical alternative (Law 16A). The contract was changed to 4♠X by North, making four, N/S +590.

Director's Ruling	4♠X by N, Made 4, N/S +590
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Committee Ruling

The Committee decided that a significant number of West's peers would consider Pass a logical alternative over 4♠X. The Director's ruling of 4♠X by North, making four, N/S +590, was confirmed.

Committee Members

Chair	Walt Walvick
Member	Mary Jane Farrell
Member	Abby Heitner
Member	Jim Kirkham
Member	Bruce Reeve

Commentary

Allison: I agree with the Committee's decision. West had bid Forcing Stayman and showed his values with a game bid. West had no compelling reason, particularly holding three spades, to remove a Penalty Double by East. Certainly this slow Double could have made bidding more attractive and the Committee decided correctly.

Colker: This was a good ruling by the Director and the Committee. Make one of East's small clubs a diamond and both 4♣ and 5♥ would go down. Also, West's logic was faulty. Holding less (in high cards) than he had promised, and given East's opinion that his opening notrump values were worth more on defense than offense, West had no reason to expect that 5♥ would make, or that 4♣ wouldn't go down.

Goldman: I agree with the Committee.

Meckstroth: This was a good decision.

Passell: This decision was automatic. East rated to have been trading a minus for a plus.

Rosenberg: This was a good decision by the Committee.

Treadwell: With undisclosed six-card support for partner's heart response to Stayman, it would have been bizarre in the extreme for West to pass a Double of 4♣, whether the Double was fast or slow. I think the Committee should have allowed the 5♥ bid. It was curious that North/South could set it only one trick. It seems automatic to have set it two tricks and if doubled, North/South would have gotten +500, almost as much as they did.

Weinstein: I agree with the Committee. I do have sympathy for West.

Wolff: I would have insisted on E/W -590 and N/S +100. It was clear that East/West deserved their -590. However, if 4♣ would or could have gone down and 5♥ also (as it did) we would never have heard from North/South. Just because one partnership happened to play against offenders, they should not have been given an advantage and certainly not overwhelming rights to a good result. Offenders should be classified as enemies of the tournament, not just their particular opponents of the moment.

Subject of Appeal:	Tempo	Event:	Afternoon Continuous Pairs	Case:	9
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Auction

West	North	East	South
	1♣	Pass	1♥
Pass	1♠	Pass	4NT
Pass	5♠	Pass	6♣ ¹
Pass	7♣	Pass	Pass
Pass			

Explanation of Special Calls and Points of Contention

1: Break in Tempo

Hand Record

Board		N			
Dealer		N			
Vul		E/W			
		♠ AK82			
		♥ A92			
		♦ 103			
		♣ AK82			
W				E	
♠	654			♠	QJ73
♥	J3			♥	8765
♦	Q98764			♦	J52
♣	76			♣	J3
		S			
		♠ 109			
		♥ KQ104			
		♦ AK			
		♣ Q10954			

Final Contract	Result of Play	Score	Opening Lead
7♣ by N	Made 7	N/S +1440	

Facts

South hesitated before the 6♣ bid. East/West stated that the break in tempo suggested bidding.

Director Ruling

The Director ruled that the break in tempo did not suggest that 7♣ would be more successful than any other action (i.e., pass or 6NT) and the table result, 7♣ by North, making seven, N/S +1440, was allowed to stand (Law 16A).

Director's Ruling	7♣ by N, Made 7, N/S +1440
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Committee Ruling

The Committee of One decided to allow the table result, 7♣ by North, making seven, N/S +1440. Pass was not a logical alternative for North after the bidding began 1♣-1♥-1♠. If the auction began 1♣-1♥-2♠, then the 7♣ would bid would not have been allowed because a Pass of 6♣ would then have been a logical alternative.

Committee Members

Chair	Ed Lazarus
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Commentary

Colker: This was a bad decision. Consider the following. South holds ♠x ♥KQxx ♦Kx ♣QT9xxx. North opens 1♣ and South responds 1♥. North rebids 1♠, and South bids 4NT. Off an ace, South promptly signs off in 6♣. So, was North bidding 7♣ clear? Obviously not. Pass must have been a logical alternative. South's slow 6♣ could have suggested that bidding 7♣ would work out well. Given North's controls, and black kings, it was virtually impossible that South's hesitation could have

been based on deciding between 6♣ and 6NT. I would have adjusted the score to 6♣ making seven for both pairs and I would have given serious consideration to a frivolous appeal penalty (depending on the impression formed of the North player from his testimony). This was a good case to point out that dangers inherent in Committees of One. We should not do this! Even the "Afternoon Continuous Pairs" deserve better.

LeBendig: It is very difficult to make decisions based on the reasoning ability of this level of player. The 4NT bid was prima facie evidence of what level was involved here. Based on that evidence, I may be alone in agreeing with this decision. North had two unknown kings and I don't think that after a 4NT bid by his partner, it would ever have occurred to him that their side could have been missing an ace. I might have thought differently if I had discovered that North was considerably more experienced than South.

Meckstroth: Wrong! This kind of bid cannot be allowed after a hesitation. A correction to 6NT would have been acceptable, but Blackwood followed by six of a suit says we're off an A or trump K.

Passell: This was a pathetic decision. Seven became an easy bid over the hesitation. Why couldn't South have held ♠x ♥KQJx ♦KQ ♣JTxxx? No one can be allowed to benefit from a slow pass. This was a bad, lazy Committee decision.

Rosenberg: This was a horrendous decision. Why couldn't South have ♠Q ♥KQJ10 ♦KQ ♣QJT976? It was not a great bid but so what? This was worse than a "bad" hesitation. Hesitation Blackwood cannot win unless you have 110% action.

Weinstein: No Way! South could have held ♠x ♥KJx ♦KQ ♣QJxxxx and bid this way. If South was willing to get to six off two aces with his actual hand, he might have been willing to do so with my example. The hesitation gave North a free shot at bidding seven. The fact that North might have bid 7♣ anyway doesn't allow the bid if Pass would have possibly been correct. North's only correct action was to get a partner who was prepared to bid in tempo over the various Blackwood responses.

Wolff: I agree with +1440 because of the Committee's reasoning. However, I would have given a one-half matchpoint penalty to North/South as a reminder of their ethical obligation, but not here in a continuous pairs event.

Subject of Appeal:	Tempo	Event:	Vanderbilt KO Teams	Case:	10
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Auction

West	North	East	South
Pass	Pass	1♣	1♠
Dbl ¹	Rdbl ²	2♦	2♠ ³
3♦	Pass ⁴	Pass	3♠
Pass	Pass	Pass	

Explanation of Special Calls and Points of Contention

1: Alerted, Negative Double
2: Alerted, Good Hand, Spade support
3: Alerted, Minimum Hand
4: Break in Tempo

Hand Record

Board		N		
Dealer	W	♠ AK7		
		♥ 854		
Vul	None	♦ 962		
		♣ A973		
W				E
♠ 53	♠ J86			
♥ J9763	♥ Q			
♦ KQJ8	♦ A1075			
♣ K4	♣ QJ652			
		S		
		♠ Q10942		
		♥ AK102		
		♦ 43		
		♣ 108		

Final Contract	Result of Play	Score	Opening Lead
3♠ by S	Made 3	N/S +140	

Facts

North asked questions at length after East's 2♦ bid and again after West bid 3♦. After he received the information requested, North continued to think at his turn. West and South were on one side of the screen and North and East were on the other. It was evident to all present at the table that North had used the bulk of the lengthy period of time before the tray was passed through the screen to South and West.

Director Ruling

The Director ruled that Pass was not a logical alternative for South (Law 16A). The table result, 3♠ by South, making three, N/S +140, was allowed to stand.

Director's Ruling	3♠ by S, Made 3, N/S +140
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Committee Ruling

The Committee decided that South's 3♠ balance might have been influenced by North's break in tempo. The Committee believed that passing 3♦ was certainly a logical alternative. The contract was changed to 3♦ by East, down one, N/S +50.

Committee Members

Chair	Howard Chandross
Member	Beth Palmer
Member	Norma Sands
Member	Bill Passell
Member	Walt Walvick

Commentary

Allison: I agree with the Committee. 3♠ and Pass were both logical alternatives and bidding certainly may have been made more attractive by the hesitation by North.

Colker: This was an excellent ruling by the Committee. What could the Director(s) have been thinking about? Aren't they supposed to rule for the non-offending side in the absence of strong evidence to the contrary? I think that Directors' rulings should be reviewed and graded, just as we are doing with Appeals Committees. This one gets a failing grade (unless there was critical evidence not reported, in which the grade stands for not making that evidence available to the Committee).

Goldman: I agree with the Committee's decision.

LeBendig: This was a good Committee decision. I am glad we were willing to assign unauthorized information even with the screen in use. Why didn't the Director rule in favor of the non-offending side as suggested by Law 84E? North/South should have been forced to file this appeal.

Meckstroth: This was a good decision.

Passell: This was a sound Committee decision.

Rosenberg: This was a good decision in a tough case.

Sutherlin: This was not an easy case. It was important because it showed hesitators were not protected by screens and they can expect the worst of it.

Treadwell: North's break in tempo confirmed his very fine holding. He had absolutely maximum values for a Pass and then the Redouble. South could not have been allowed to take advantage of this. This was a good decision.

Weinstein: This was an excellent Committee decision.

Wolff: This was a good decision by the Committee.

Subject of Appeal:	Tempo	Event:	NABC Open Pairs II	Case:	11
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Auction

West	North	East	South
		1NT ¹	2♠
Pass ²	Pass	3♦	Pass
Pass	Pass		

Explanation of Special Calls and Points of Contention

1: 13-15 HCP
2: Break in Tempo

Hand Record

Board		N			
Dealer	N	♠ J3			
Vul	E/W	♥ Q982			
		♦ J86			
		♣ K532			
W				E	
♠ 1097				♠ AK	
♥ 10754				♥ J3	
♦ AQ4				♦ K10532	
♣ QJ4				♣ A1086	
		S			
		♠ Q86542			
		♥ AK6			
		♦ 97			
		♣ 97			

Final Contract	Result of Play	Score	Opening Lead
3♦ by E	Made 5	E/W +150	

Facts

West paused briefly before he passed the 2♠ bid. North asked about the strength of the 1NT opening (13-15 HCP). It was unclear whether the question occurred before or after West passed.

Director Ruling

The Director ruled that passing 2♠ was a logical alternative for East after the break in tempo (Law 16A). The contract was changed to 2♠ by South, down one, E/W +50.

Director's Ruling	2♠ by S, Down 1, E/W +50
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Committee Ruling

The Committee decided it was appropriate to pause briefly when there was a high probability that there had been a conventional call so that an Alert could be made. The Committee believed that West's hesitation did not suggest bidding would be more successful than passing. The table result, 3♦ by East, making five, E/W +150, was restored.

Committee Members

Chair	David Treadwell
Member	Darwin Afdahl
Member	Karen Allison
Member	Robert Glasson
Member	Abby Heitner

Commentary

Allison: I had forgotten serving on this Committee when I reviewed the case. Happily, I still agreed with the decision. The point made by this Committee was an important one. It was sensible to hesitate for a moment to allow an Alert when there was a great likelihood of one occurring at that moment in the auction.

Colker: I agreed with the Committee that players should bend over backwards not to bid too quickly after calls which could be Alertable (giving the bidder's partner time to register it). If the hesitation in the present case was of such a magnitude, then this was an excellent ruling. I would like to know why the Director ruled as he/she did. Was it determined at the table that there had been a more lengthy hesitation by West than was appropriate for the above reason or did the Director(s) just not consider this issue? More information needs to be included in these reports to resolve these things.

Goldman: I usually do not allow bids in this type of situation. However, it would have been up to the Committee to judge whether the amount of pause was irregular and revealing. I believe that West's HCPs warranted considering bidding, but certainly not bidding.

LeBendig: Would West have cared about an Alert if he had held a balanced 4 HCP? The opponents and the Director believed there had been some unauthorized information. Given the nature of the West hand, I would tend to agree that was possible. It is tough to defend at the two level when you have the clear balance of the points. I'm also not sure the length of the hesitation had much relevance. Despite my doubts, it is tough to second guess a Committee which heard evidence that I did not.

It was good to see the Directors ruled as they did in this case as opposed to the previous case. Then, East/West should have been the appealing side.

Meckstroth: This was a horrible decision. I don't understand this. The Committee decided West's hand did not warrant a hesitation? Well..., I sure don't like to defend a non-vulnerable 2♠ when we have 22 to 24 HCP between us! How could you get a good score defending? You can't!!! This decision was truly shameful.

Passell: This was a good decision. North/South was actually getting 99% of the matchpoints already.

Rosenberg: This was another tough case and a reasonable decision.

Sutherlin: I disagree with the decision. Do you think most East players would bid if West made an in-tempo pass?

Weinstein: Once again, the Committee had to determine whether West broke tempo. It was unclear how long West's alleged break in tempo was. A two to three second break in tempo was not only appropriate, it should have been mandatory as Bobby Goldman has suggested in the past.

Wolff: If there was no hesitation (this would have been best decided beforehand by the Tournament Directors) then, of course, anything went and East/West should have been +150. If there was a hesitation then East/West should have been +50.

Subject of Appeal:	Tempo	Event:	Stratified Open Pairs	Case:	12
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Auction

West	North	East	South
			Pass
Pass	1NT	2♦ ¹	3NT
Pass	Pass	4♥	Pass
Pass	Dbf ²	Pass	4NT
Pass	Pass	Pass	

Explanation of Special Calls and Points of Contention

1: Alerted, ♠'s & another suit
2: Break in Tempo

Hand Record

Board		N	
Dealer	S	♠ K75	
Vul	None	♥ 94	
		♦ AKQ73	
		♣ K72	
W			E
♠ 93			♠ A108642
♥ K63			♥ AQ1087
♦ 842			♦ (void)
♣ 109863			♣ J4
		S	
		♠ QJ	
		♥ J52	
		♦ J10965	
		♣ AQ5	

Final Contract	Result of Play	Score	Opening Lead
4NT by N	Down 3	E/W +150	

Facts

East/West stated that North hesitated before he Doubled 4♥. North/South contended that this break in tempo should not have been considered unusual in this auction. South believed 4NT would make if North had the heart card that the Double implied.

Director Ruling

The Director ruled that passing of 4♥X was a logical alternative for South (Law 16A). The contract was changed to 4♥X by East, made four, E/W +590.

Director's Ruling	4♥X by E, Made 4, E/W +590
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Committee Ruling

The Committee confirmed the Director's ruling of 4♥X by East, made four, E/W +590. The Committee informed South that if "he would always have bid after the Double," then he should have bid 4NT at his previous turn.

Committee Members

Chair	Michael Huston
Member	Darlene Hammond
Member	Jan Shane

Commentary

Colker: I agree with this excellent decision and especially with the Committee's statement to South that "if he would always have bid after the Double, then he should have bid 4NT at his previous turn." I would also have assessed a frivolous appeal penalty against North/South if they were a Flight A pair.

Goldman: I strongly agree with the Committee.

LeBendig: Had this been an NABC event, I would hope the Educational Foundation would have received another donation. Even given an inexperienced North/South, it seems likely they should have at least been warned about an appeal lacking merit.

Meckstroth: This was a good decision.

Passell: This was an easy decision. Hopefully, South was severely reprimanded.

Rosenberg: It should have been explained to South how illogical it was that he could never defend 4♥X with this hand. This was a good decision.

Sutherlin: North/South should have received a penalty for bringing an appeal without merit unless they were very inexperienced.

Treadwell: This was a classic case, where, in a competitive auction, a player passed the decision to partner but then overruled that decision when the Double was out of tempo. The Committee was correct in telling South that if "he always would have bid after the Double, then he should have bid 4NT at his previous turn."

Weinstein: Wasn't this the type of situation where the proposed procedural penalties for blatant use of unauthorized information should have been assessed?

Wolff: This was a good Committee decision.

Subject of Appeal:	Tempo	Event:	North American Pairs, Flt B	Case:	13
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Auction

West	North	East	South
1♦	Pass	1♥	Pass
1♠	Pass	2♣ ¹	Pass
2♠	Pass	3♠	Pass
4♠ ²	Pass	4NT	Pass
5♠	Pass	6♠	Pass
Pass	Pass		

Explanation of Special Calls and Points of Contention

1: Alerted, Fourth Suit Forcing
2: Break in Tempo

Hand Record

Board		N			
Dealer	W	♠ 65			
		♥ QJ1062			
Vul	Both	♦ J63			
		♣ A32			
W				E	
♠	KQJ84			♠	A109
♥	5			♥	AK943
♦	A109754			♦	KQ
♣	9			♣	876
		S			
		♠ 732			
		♥ 87			
		♦ 82			
		♣ KQJ1054			

Final Contract	Result of Play	Score	Opening Lead
6♠ by W	Made 6	E/W +1430	

Facts

West hesitated before bidding 4♠.

Director Ruling

The Director ruled that Pass was not a logical alternative for East (Law 16A) and the result, 6♠ by West, making six, E/W +1430, was allowed to stand.

Director's Ruling	6♠ by W, Made 6, E/W +1430
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Committee Ruling

The Committee decided that this pair could have bid the hand better but the function of the Committee was not to teach players how to bid. The Committee believed that even after the admitted hesitation, the East hand was good enough to bid to the five level if there were not enough key cards for slam. The table result, 6♠ by West, making six, E/W +1430, was allowed to stand.

Committee Members

Chair	Michael Aliotta
Member	Darwin Afdahl
Member	Phil Brady
Member	Abby Heitner
Member	William Laubenheimer

Commentary

Colker: I disagree with this decision. First, although the standards for Flight A players should be stricter, non-Flight A players must still be held to some reasonable standards. Second, if West had held ♠KQJxx ♥(void) ♦A109xxx ♣xx, East would have bid an unmakeable slam and been wrong. But then West wouldn't have hesitated before bidding 4♠ (with a void in his partner's suit and no control to cuebid unambiguously below game). The hesitation could have suggested that bidding again was correct. East's hand still seems to warrant a "try," or move toward slam, as the Committee pointed out. However, East didn't just make a slam try. He unilaterally rammed the contract into slam (after checking for aces). This was unjustified (with the obvious potential lack of a club control, from East's perspective), and the hesitation definitely could have supplied the impetus for this action. I would have bought the Committee's decision if East had simply made a slam try, say by bidding 5♦ or 5♠. But there was too much left unanswered here.

Goldman: I agree with the Committee's decision.

LeBendig: One of many cases in this set in which a Committee had to make a judgment based on a level of bridge they would have had difficulty remembering. I don't believe we would have allowed 4NT by experienced players but I believe this Committee did the right thing.

Meckstroth: This decision seems O.K. since it was Flight B.

Passell: I don't understand the decision. The hesitation made bidding a 1000% action.

Rosenberg: This was a good decision. Probably a Pass by East would have been considered taking advantage of the break in tempo.

Treadwell: West's hesitation should not have barred East from moving toward slam with the valuable controls he possessed. The Director and the Committee were correct in saying Pass was not a logical alternative.

Weinstein: I agree with the Committee.

Wolff: If Pass was not a logical alternative, then there aren't any cows in Texas! However, in Flight B, who knows? One thing is certain - it can't hurt for Flight B players to learn their ethical responsibilities.

Subject of Appeal:	Tempo	Event:	Flight A Pairs	Case:	14
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Auction

West	North	East	South
	1NT	2♣ ¹	Dbl
Pass	Pass	2♥	Pass
Pass	Dbl ²	Pass	2NT
Pass	3♦	Pass	Pass
Dbl	Pass	Pass	4♣
Pass	Pass	Pass	

Explanation of Special Calls and Points of Contention

1: Alerted, One Suited Hand
2: Break in Tempo

Hand Record

Board		N			
Dealer		S			
Vul		None			
		♠ J2			
		♥ 862			
		♦ AK54			
		♣ AKJ7			
W				E	
♠	Q954			♠	K103
♥	A7			♥	QJ10954
♦	QJ1072			♦	6
♣	106			♣	952
		S			
		♠	A876		
		♥	K3		
		♦	983		
		♣	Q843		

Final Contract	Result of Play	Score	Opening Lead
4♣ by S	Down 1	E/W +50	

Facts

South bid after North's slow balancing Double.

Director Ruling

The Director ruled that passing of 2♥X was a logical alternative (Law 16A) and awarded Average Plus for East/West and Average Minus for North/South.

Director's Ruling	N/S: AVE- E/W: AVE+
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Committee Ruling

The Committee decided that since South chose to Pass 2♥, he had to accept whatever action North took. The believed that South should have bid directly over 2♥ if he was not going to Pass North's Double. The Committee decided the slow Double by North could have conveyed unauthorized information to South. The Committee assigned to the offending side (North/South) the most unfavorable result that was at all probable (Law 12C2). The result for North/South was changed to 2♥X by East, making two, E/W +470. The Committee could not decide if 2♥X would make a sufficient number of times to award that score to East/West as the most favorable result that would have been likely if the irregularity had not occurred. East-West's result was changed to Average Plus.

The Committee also determined that South had taken blatant advantage of North's slow Double and a procedural penalty of one-quarter board was also assessed against North/South.

Committee Members

Chair	Howard Chandross
Member	Darwin Afdahl
Member	Nell Cahn
Member	James Linhart
Member	Judy Randel

Commentary

Colker: This was an excellent decision and a model of how to adjudicate such situations. Bravo!

Goldman: This was an excellent decision regarding North/South. It was inadequate for East-West. The result should have been the better of the actual score or Average Plus (or perhaps 2♥X making 50% of the time and down 50% of the time).

LeBendig: This was an example of great Committee work. Since the Committee basically decided this was an appeal lacking merit, I would like to have seen a second procedural penalty that expressed that sentiment. We have had instances in the past where we have assessed two procedural penalties for different offenses. I think this pair clearly earned both of them.

Meckstroth: The Committee did a great job here.

Passell: This was a very good decision by the Committee.

Rosenberg: The auction as presented looks wrong. Obviously, South's pull of the Double was outrageous and the decision was correct. However, I do not like the procedural penalty and I would prefer to censure the South player coupled with a threat of suspension. That player should have known better. These are the only circumstances where a procedural penalty is not odious (outrageous action plus no benefit to the non-offenders).

Sutherlin: This was an excellent Committee decision. South's Pass of 2♥ was pretty bad. If South passed 2♥ then he had to pass 2♥X. This was as blatant as any case I have seen. North/South learned that filing an appeal was not without risk.

Treadwell: This was similar to Case Twelve but represented a more blatant use of partner's hesitation before doubling as the reason for pulling that Double. Since it was a Flight A event, the procedural penalty was in order.

Weinstein: I believe the Committee was right on the money in all respects.

Wolff: This was an excellent decision for all the right reasons.

Subject of Appeal:	Tempo	Event:	NABC Women's Pairs	Case:	15
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Auction

West	North	East	South
Pass	1♥	2NT	4NT
5♣	6♦	Pass	6♥ ¹
Pass	7♥	Pass	Pass
Pass			

Explanation of Special Calls and Points of Contention

1: Alleged Break in Tempo

Hand Record

Board		N	
Dealer	W	♠ KJ876	
		♥ KJ109532	
Vul	None	♦ A	
		♣ (void)	
W			E
♠ 532			♠ 1094
♥ 86			♥ (void)
♦ 9765			♦ QJ1083
♣ K953			♣ AJ1087
		S	
		♠ AQ	
		♥ AQ74	
		♦ K42	
		♣ Q642	

Final Contract	Result of Play	Score	Opening Lead
7♥ by N	7♥ by N	N/S +1510	

Facts

East/West claimed that South hesitated before bidding 6♥.

Director Ruling

The Director ruled that there was no agreed upon hesitation (Law 16A) and the table result, 7♥ by North, making seven, N/S +1510, was allowed to stand.

Director's Ruling	7♥ by N, 7♥ by N, N/S +1510
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Committee Ruling

There was disagreement about the break in tempo. The Committee was aware that in most instances when a break in tempo was alleged, it was assumed that a hesitation had occurred. The Committee decided to allow some latitude in an auction that was competitive to the five level. The table result, 7♥ by North, making seven, N/S +1510, was allowed to stand.

Committee Members

Chair	Howard Chandross
Member	Martin Caley
Member	William Laubenheimer

Commentary

Allison: There was no doubt in my mind that South hesitated. This said, I had a lot of sympathy for the Committee's position. It was hard to imagine that this auction took place with no break in tempo.

Colker: I agree with the decisions. The auction was sufficiently accelerated and unusual to allow reasonable latitude in tempo. In such situations, hesitations often convey no information other than what is inherent in the Pass itself, i.e., "I don't know what's right. You decide."

Goldman: I somewhat agree with the Committee. What was 6♦ supposed to have meant? It appeared to have been a Grand Slam try that was rejected. I agree with the latitude issue on these high level preemptive decisions, but this one was possibly in conflict with "If you wanted to play in seven, you should have bid it to start with."

LeBendig: The first obligation in any tempo case is to determine if there was a hesitation. Once the Committee determined there wasn't a hesitation. Their job had ended. I would never question that finding

Meckstroth: I really believe you would have had to attend this case. I'll trust that the Committee got it right.

Passell: This decision was O.K. because there was no agreed upon hesitation. Why didn't North bid 7♥ over 4NT?

Rosenberg: At first, I thought this was a good decision. After all, the hesitation over that 6♦ bid was almost inevitable. But it looks as if North should have bid 7♥ on the previous round and perhaps was trapped by the hesitation.

Treadwell: Even if there was a break in tempo by South before the 6♥ bid, and this seemed to have been in doubt, North, with her two extra trumps and a void had every reason to bid 7♥ after South's powerful earlier bidding. Pass would not have been a logical alternative. The Committee was correct in allowing the score to stand.

Weinstein: This was a tough case. The Committee had to determine if there was a break in tempo or whether it was possible for South to have bid in tempo after an unusual 6♦ response. There are situations where it is virtually impossible to bid in tempo. It was not mentioned if East made his mandatory wait over the skip bid of 6♦. I might have had a bigger problem with a fast 6♥ bid and a subsequent pass by North. We come down to a situation where there must be mandatory pauses in highly competitive or unusual situations. I agree with the Committee.

Wolff: This was an excellent decision. No hesitation, no problem.

Subject of Appeal:	Tempo	Event:	Stratified B/C/D Pairs	Case:	16
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Auction

West	North	East	South
Pass	1♠	4♦	4♠
5♦	Pass	Pass	Dbl ¹
Pass	5♠	Pass	Pass
Dbl	Pass	Pass	Pass

Explanation of Special Calls and Points of Contention

1: Break in Tempo

Hand Record

Board		N			
Dealer	W	♠	AKQJ106		
		♥	Q		
Vul	None	♦	63		
		♣	7542		
W				E	
♠	943			♠	5
♥	AK10972			♥	543
♦	1095			♦	AKQJ742
♣	6			♣	83
		S			
		♠	873		
		♥	J86		
		♦	8		
		♣	AKQJ109		

Final Contract	Result of Play	Score	Opening Lead
5♠X by N	Made 5	N/S +650	

Facts

South took thirty seconds to double 5♦.

Director Ruling

The Director ruled (Law 16A) that passing of 5♦X was a logical alternative for North. The result was changed to 5♦X by East, making five, E/W +550.

Director's Ruling	5♦X by E, Made 5, E/W +550
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Committee Ruling

South stated that he was not a Life Master and that he had thought for a while and then Doubled to allow North to make the decision to either Pass or bid 5♠. The Committee carefully explained why that was unauthorized information (Law 16). The Committee unanimously decided that Pass was a logical alternative for North. The Committee confirmed the Director's ruling of 5♦X by East, making five, E/W +550, the most unfavorable result that was at all probable (Law 12C2).

Committee Members

Chair	Ed Lazarus
Member	Robert Glasson
Member	Albert Tom

Commentary

Colker: I agree with these decisions. The Committee, correctly, in my opinion, chose to act as an educational body rather than a punitive one with a non-life master. North's Pass over 5♦ assigned South the responsibility for making the decision. South could not reassign it to North (because there was no "noncommittal" bid besides Double and 5♠) especially not by hesitating before bidding!

Goldman: I agree with the Committee's decision.

Meckstroth: This was a good decision.

Passell: This was a good decision by the Committee.

Rosenberg: I did not exactly understand what was said about the Committee's decision. However, the decision was certainly correct.

Treadwell: This case is almost identical to Cases Twelve and Fourteen. When you leave a decision to a partner, you rarely, if ever, are justified in overruling that decision when partner broke tempo before that decision was made.

Weinstein: I hope that South meant he Doubled to give North a choice and not that he thought to give North a choice! If it was the latter, we really need to be doing some remedial education for inexperienced players. Education on the proprieties should be widely disseminated for all levels of play. This case shouldn't have gone to Committee.

Wolff: This was a good decision by the Committee.

Subject of Appeal:	Tempo	Event:	Open Pairs	Case:	17
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Auction

West	North	East	South
			Pass
1♦	4♥	Pass	Pass
Dbl ¹	Pass	4♠	Dbl
5♦	Pass	Pass	Pass

Explanation of Special Calls and Points of Contention

1: Break in Tempo

Hand Record

Board		N	
Dealer	S	♠ 2	
		♥ KJ107642	
Vul	E/W	♦ 2	
		♣ K875	
W			
		♠ K8	E
		♥ 83	♠ QJ943
		♦ AKQ643	♥ A9
		♣ AQ6	♦ 10985
			♣ 94
		S	
		♠ A10765	
		♥ Q5	
		♦ J7	
		♣ J1032	

Final Contract	Result of Play	Score	Opening Lead
5♦ by W	Made 5	E/W +600	

Facts

West hesitated before he Doubled 4♥. North stated that since East/West played negative doubles through 3♠, the Double of 4♥ was clearly penalty. North/South stated that the break in tempo must have influenced East's bid because she had the ♥A.

Director Ruling

The Director ruled that a Pass of 4♥X was not a logical alternative for East (Law 16A). The table result, 5♦ by West, making five, E/W +600, was allowed to stand.

Director's Ruling	5♦ by W, Made 5, E/W +600
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Committee Ruling

The Committee decided that the Double was not 100% for penalty and the hesitation did not suggest the 4♠ bid. The table result, 5♦ by West, making five, E/W +600, was allowed to stand. The Committee determined that North did not appear to be a player experienced enough to warrant a penalty for bringing an appeal that was substantially without merit.

Committee Members

Chair	Phil Brady
Member	Robert Gookin
Member	Michael Huston

Commentary

Colker: I agree with the decision. I have long been an advocate of the policy that, following a skip bid warning, all of the other players should bid at their turns as if their RHO had issued the warning, hesitating approximately ten seconds before making their calls (see my comment on Case Fifteen). Many players, like this North, seem to think that they are entitled to make unusual bids designed to create difficult decisions for the opponents and then punish them when they take longer than the "normal" tempo to make those decisions, A Flight B or Flight C pair could have been merely educated, as was done here.

Goldman: I agree with the Committee's decision.

Meckstroth: This was a good decision.

Passell: This was a good decision by the Committee.

Rosenberg: This was a good Committee decision.

Treadwell: This was a good decision to allow the table result to stand. I'm glad to see the Committee considered a procedural penalty for North/South even though they did not impose one.

Weinstein: The Committee made a good decision.

Wolff: This was another excellent decision.

Subject of Appeal:	Tempo	Event:	NABC Open Swiss Teams	Case:	18
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Auction

West	North	East	South
			4♠ ¹
Pass	Pass	4NT	Pass
5♣	Pass ²	Pass	Pass

Explanation of Special Calls and Points of Contention

1: Alerted, Preemptive
2: Break in Tempo

Hand Record

Board		N			
Dealer		S	♠ K983 ♥ 1098 ♦ K862 ♣ J9		
Vul		None			
W			E		
♠ 64 ♥ A4 ♦ 1075 ♣ Q107642			♠ (void) ♥ KQJ ♦ AQJ93 ♣ AK853		
		S			
		♠ AQJ10752 ♥ 76532 ♦ 4 ♣ (void)			

Final Contract	Result of Play	Score	Opening Lead
5♣ by W	Made 7	E/W +440	

Facts

South's 4♠ bid was Alerted as preemptive as the pair uses NAMYATS. North made a decidedly slow pass after the 5♣ bid. East maintained that he would have bid 6♣ without the hesitation.

Director Ruling

The Director ruled that there was no damage and the table result, 5♣ by West, making seven, E/W +440, was allowed to stand.

Director's Ruling	5♣ by W, Made 7, E/W +440
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Committee Ruling

North considered whether his opponents could make a slam and concluded that they could. Therefore, the break in tempo was an infraction. The Committee believed that East should have inferred that North was contemplating bidding 5♠, not doubling 5♣. He was not entitled to redress. However, since there was an infraction, East/West were entitled to the most favorable result that was likely had the irregularity not occurred (Law 12C2). The Committee awarded East/West half of the IMPs of +440 against the result at the other table and half of the IMPs of +940 against the result at the other table.

Committee Members

Chair	Jeff Meckstroth
Member	Michael Aliotta
Member	Sharon Osberg
Member	Barry Rigal
Member	Susan Urbaniak

Commentary

Allison: If, indeed, the non-offending pair was entitled to the most favorable result that was likely, then why should they have received only half the IMPs of that result? I agree with the Committee's logic up to that point. It was entirely clear to me that North couldn't have been considering a Double of 5♣.

Colker: This decision was incredible. East has as clear a slam bid over partner's 5♣ as any of us are ever likely to encounter (maybe even a 5♣ cuebid, looking for seven!). Instead, he chose to take a double shot and the Committee gave it to him! Although North's actions were perhaps less than exemplary, players are allowed to consider various actions available to them before taking one of them, as long as their thought is taken demonstrably for that purpose, and not to mislead or unduly influence the opponents and unless the player could have known at the time that their hesitation would be likely to work to their own advantage. North is allowed to consider his actions in this heavily contested high-level auction, and suffer the consequences of passing slowly. In this case, East's hand was so compelling that the meaning of North's hesitation must have been unambiguous. Still, East assumed that North's hesitation had an unlikely (read impossible) meaning, and perhaps that he could prevail no matter what North was thinking by taking the approach of passing now, and then calling the cops later if the slam would have made! I would have given East a stiff procedural penalty for a frivolous appeal (at least 3 Victory Points not to accrue to North-South) on top of allowing the result at the table to stand. Even if North's hesitation had been found to be punishable, East/West should still have received the result achieved at the table! The Director was right on top of this one. The Committee fumbled the ball!

Goldman: North was entitled to take some time in these circumstances and was also entitled to include in his evaluation whether the opponents could have made a slam and whether he would have preferred to bid 6♣ over a slam as opposed to defending 5♣. He was allowed to take some time at the first live opportunity to plan his future activities so he could make them in tempo. Only if North took extra time as an attempt to mislead was there a violation of the law and the spirit. Was there evidence to that effect?

LeBendig: Did North conclude the opponents could have made a slam before he thought about the situation? There would have been an infraction only if that was the case. North had several things to consider here. If he had saved at 5♣, should he have been prepared to save over 6♣? The Committee would never have allowed him to consider these possibilities at his first turn. There may have been nothing to consider. If LHO doubled, there was still the chance that the auction was over. I believe the Committee made a bad decision that could inspire others to call for help when they make a ridiculous bid as East did and then suggest that they were misled. I believe that no adjustment was in order and I would have given consideration to an appeal lacking merit.

Meckstroth: I think we did fine on this case.

Passell: This situation was very touchy and the verdict was questionable.

Rosenberg: It can only be deemed correct to decide against North/South if it was judged that North deliberately hesitated to intimidate East. Case Twenty-One shows that it was not unusual for North to break tempo and while this was a theoretically "bad" hesitation, it was reasonable for North to suppose that partner, who had preempted, would no longer be involved.

I regard the split ruling as wimpy and unjustifiable. It was unlikely that another Committee would have decided the same way and inconsistency was the result. I would have given East-West +440 unless I believed North was deliberately trying to trick East in which case I would have given East-West +940. The latter was very unlikely.

Sutherlin: I strongly disagree with the Committee's decision. North was entitled to think over 5♣. North had to consider whether to bid 5S and perhaps drive the opponents into a slam. I do not believe there was an infraction. North passed 4♣ hoping to purchase the contract for 4♣ or 4♣X. East absolutely knew that North was not thinking about doubling 5♣ because he held AKxxx of his partner's suit. I would never have given East anything.

Treadwell: A Solomonian decision. North had ample opportunity during the preceding four calls to decide what action he would take if there was balancing action by East/West. To hesitate after the 5♣ bid had the effect of cooling East's ardor for bidding 6♣ and North should have known this. Since East had not been very perceptive, the immediate result for their side was appropriate while giving North/South the worst of it.

Weinstein: I hate this decision for several reasons. It was my understanding that Law 73 was modified a few years ago to allow adjustments for deceptive plays or bids without having to accuse the offender of unethical conduct. It now seems that Law 73 is being applied when a player, in presumed good faith, considers a play or bid for a few seconds and the opposition draws a false inference from that consideration and redress is available. In this case, if North was truly considering a 5♣ bid then I believe Law 73 should not have been applicable even if North could have known that that the hesitation was deceptive. If a Director or Committee decided that North had no real reason to consider a 5♣ bid, then Law 73 should have been invoked. The Committee should have been considering the bridge merit of North's hesitation in the context of when did North decide the opponents could have made a slam (before the hesitation or after the hesitation).

Only if the Committee decided that North knew the hesitation could have been deceptive outweighed the bridge merit of the break in tempo should Law 73 have been used.

Wolff: This was a remarkably poor decision by a good Committee. When East acted on North's hesitation he did so, by law, at his own risk. To protest and ask a Committee to restore a slam, deserved a frivolous appeal penalty and a loss of his deposit. Only if it could be proven that North (who might have honestly said in the Committee something like "I started to bid 5♠, then I thought about what I would do if they bid 6♣ and decided to Pass") was only studying to ward off the 6♣ bid. There was only evidence contrary to that hypothesis here. North had a hand that required study. How could he have known for sure what anybody could have made? This was a common situation and a very dangerous and improper decision.

Subject of Appeal:	Tempo	Event:	Bracketed KO Teams	Case:	19
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Auction

West	North	East	South
			1NT
2♣ ¹	2♠	3♣	Dbl
3♥	Pass	Pass	Dbl ²
Pass	3♠	Pass	Pass
Dbl	Pass	Pass	Pass

Explanation of Special Calls and Points of Contention

1: Alerted, one suited hand
2: Break in Tempo

Hand Record

Board		N		
Dealer		S		
Vul		E/W		
W				E
♠ K63				♠ J9
♥ AQ10875				♥ J42
♦ Q63				♦ K
♣ K		S		♣ Q1097432
		♠ A102		
		♥ K93		
		♦ AJ98		
		♣ AJ8		

Final Contract	Result of Play	Score	Opening Lead
3♠X by N	Down 2	E/W +300	

Facts

South hesitated before the Double of 3♥ and North bid 3♠. East/West stated that a Pass of 3♥X was a logical alternative for North.

Director Ruling

The Director ruled that passing 3♥X was not a logical alternative (Law 16A). The table result, 3♠X by North, down two, E/W +300, was allowed to stand.

Director's Ruling	3♠X by N, Down 2, E/W +300
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Committee Ruling

The Committee discovered that the players in this case held between 1000 and 1500 masterpoints. As suggested in the next case (Case Twenty), players at this level are not as trusting of partner's decisions in close situations. Therefore, the Committee decided that a Pass of 3♥X was not a logical alternative for North playing IMPs at this vulnerability. The table result, 3♠X by North, down two, E/W +300, was allowed to stand.

Dissenting Opinion from Committee member Peggy Sutherland: I believe that a pass of 3♥X was a logical alternative for North. South could easily have 3♥ set in his own hand. The slow Double made it very easy for North to know what to do. I would have changed the result to 3♥X by West, making four, E/W +930.

Committee Members

Chair	Alan LeBendig
Member	Abby Heitner
Member	Bruce Reeve
Member	Fred Sorensen
Member	Peggy Sutherlin

Commentary

Allison: I am a bit confused about which bid was being discussed. If it was North's removal of 3♥X, then I must agree with the dissenter. South had doubled 3♣ and then 3♥. North was surely in a misfit, and to rebid spades was assuming virtually a sure minus score when his partner had indicated strong defense to the round suits.

Colker: I agree with the Director and the majority of the Committee. While I think the minority view is extreme given the information presented, if the North/South pair had a history of this sort of thing, I would side with the minority. At the very least I would agree to record North/South's action in the incident.

Goldman: I agree with the Committee. Although South could have the hand beat by himself, it was more likely he presumed some help from North. I recognize that North might have passed an illegal "blasted" double, but the situation must be viewed in light of an in-tempo double.

LeBendig: I was well aware of how this decision would be viewed when we made it. I am hopeful that the commentators took into account the level of the players as we did. The Committee on Case Twenty noted that players at this level do not rely as much on trust as do the more experienced players. We discussed whether we would have allowed North to Pass a loud, fast Double and decided we would not.

Meckstroth: This was the wrong decision. Peggy had it right. Penalty Doubles at IMPs are much sounder than at matchpoints. The 1NT opener should have had it beaten in his own hand to Double 3♥.

Passell: I violently disagree with the Committee. How could South Double with his hand and come out smelling like a rose. Why couldn't he have held ♠Ax ♥KJTx ♦Axx ♣AJ9x and been killing 3♥? This was a truly ridiculous decision.

Rosenberg: Unless the auction presented is incorrect, I cannot think why North would have wanted to bid facing the probable 2-4-3-4 hand that South had suggested. The Director should certainly have ruled in favor of East/West. I agree with Peggy Sutherlin's dissenting opinion.

Treadwell: Again, when you pass a decision to partner, you are pretty much bound by it unless you have some unusual features not yet disclosed. North had shown a poor hand with his 2♠ bid and South should not have doubled 3♥ without a set in his own hand, particularly at IMPs. I must agree with the dissenter that East-West were entitled to +930, the probable result for 3♥X.

Weinstein: The dissenting opinion was clearly correct. I find the Director's ruling and the majority decision disturbing. South could have held ♥KQJTx for all North knew. The hesitation made it easy to pull the Double when Pass was a very logical alternative.

Wolff: I completely agree with Peggy Sutherlin's dissent. Once a weak bid (2♠) was made, which didn't show any defense, and then his partner hesitated before doubling, he must have assumed that partner had it set in his own hand. A Committee decision like this sets our process back considerably. Unethical players now believe they have a chance in Committee and continue to ply their trade.

Subject of Appeal:	Tempo	Event:	Vanderbilt KO Teams	Case:	20
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Auction

West	North	East	South
			1♣
1♦	1♥	2♣	2♠
3♦	3♥	3NT	Pass
Pass	Dbl ¹	Pass	4♠
Dbl	Pass	Pass	Pass

Explanation of Special Calls and Points of Contention

1: Break in Tempo

Hand Record

Board		N	
Dealer	S	♠ A3	
		♥ QJ6542	
Vul	N/S	♦ 98754	
		♣ (void)	
W			
♠ J9			
♥ K93			
♦ KQJ102			
♣ J43			
		S	
		♠ K87542	
		♥ (void)	
		♦ (void)	
		♣ KQ98762	

E	
♠ Q106	
♥ A1087	
♦ A63	
♣ A105	

Final Contract	Result of Play	Score	Opening Lead
4♠X by S	Made 5	N/S +990	

Facts

North pulled out a "Stop" card out of turn before the bidding started. North also hesitated before doubling 3NT. East/West claimed that passing of 3NTX was a logical alternative for South.

Director Ruling

The Director ruled that a Pass of 3NTX was a logical alternative (Law 16A). The contract was changed to 3NTX by East, making three, E/W +550.

Director's Ruling	3NTX by E, Made 3, E/W +550
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Committee Ruling

The Committee decided that there were two transmissions of unauthorized information from North to South. North pulled a "Stop" card out of the bid box when it was not his turn to bid. North also hesitated before the Double of 3NT.

The Committee decided that the "Stop" card implied that North was going to open 2♥ or 3♥ and that bidding 1♥ followed by 3♥ showed the same values. This unauthorized information was, therefore, irrelevant.

The Committee discovered that the North player had about 1000 masterpoints. The Committee believed that a Pass of 3NT was not a real option for a player of this level with his bidding. The Committee believed that players at this level do not rely as much on "trust" as more experienced players would have.

The Committee also considered whether the hesitation might have influenced the choice of 4♠ in preference to the more conservative 4♣. The Committee decided that 4♣ would surely have been Doubled by the East player. The Committee also considered South's Pass of 3NT and found it immaterial. The Committee restored the table result, 4♠X by South, making five, N/S +990.

Committee Members

Chair	Michael Aliotta
Member	Bobby Goldman
Member	Mark Lair
Member	Jan Martel

Commentary

Colker: I agree with the Committee's decision. This seems to me to be another inexplicable Director ruling. Since when is a Pass of 3NTX a "logical alternative" by a player who opened the bidding with an aceless 8 HCP and 7-6 distribution, found out that his partner had a less than game forcing (probably less than invitational) one-suiter (from the 3♥ rebid, not the "Stop" card out of turn), and hadn't even shown anything close to his extreme distribution in the bidding yet (he could have been 5-5 up to that point)?

Meckstroth: Wrong! I happened to be the West player here. South had already passed 3NT explaining that he was worried about a big misfit. The slow Double expressed a lack of diamond values making it clear to pull. I agree that defending 3NT seemed absurd but South had already passed!

Passell: I am in 100% agreement with the Committee.

Rosenberg: This was a good decision. You don't get 7-6 hands every day.

Sutherlin: This Committee had many issues to consider. The most puzzling was why did South bid 4♠ instead of 4♣ over 3NT? Running from 3NT was easy when partner made a slow Double. I would have had to serve on the Committee to make a decision because of my suspicions about North/South.

Treadwell: I am very uncomfortable with North/South's behavior in this case, but I agree with the Committee's decision. South had opened a substandard hand, in terms of HCP, in first seat and was entitled in view of his 7-6 distribution, to pull partner's Double whether it was slow or fast. The pull to 4♠, rather than 4♣, was perhaps more logical because it showed his distribution. I think North/South should have received a warning and perhaps a small procedural penalty for flagrant violation of the bid box procedure.

Weinstein: I agree with the Committee. I tend to believe there are logical alternatives more than most Committee members and I would disallow more bids consequently. I can't believe anyone would ever pass 3NTX (even after passing it the first time for whatever reason).

Wolff: I disagree with the Committee. If this had been matchpoints, I would have been in favor of E/W -990 and N/S -650 (3NT doubled, making four). Because this was IMPs the following logic should have applied:

1. It was not normal for a mediocre 7-6 hand to defend 3NT.
2. Here, he already made that decision when he passed 3NT.
3. Obviously, if partner had Doubled in tempo, he could have done anything he wanted, but this didn't happen.
4. Partner's slow Double must have been allowed to get the awful result it deserved.
5. What if partner had what he should have had, diamonds well stopped and very good hearts, for his slow double?

At this point in time, no Committee will do that. If anyone disagrees, please show me a written case proving it!!

Subject of Appeal:	Tempo	Event:	NABC Open Swiss Teams	Case:	21
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Auction

West	North	East	South
			4♠ ¹
Pass	Pass	4NT	Pass
5♣	Pass ²	5♠	Dbl
6♣	Pass	Pass	6♥
Dbl	6♠	Dbl	Pass
Pass	Pass		

Explanation of Special Calls and Points of Contention

1: Alerted, Preemptive
2: Alleged Break in Tempo

Hand Record

Board		N	
Dealer	S	♠ K983	
		♥ 1098	
Vul	None	♦ K862	
		♣ J9	
W			
		♠ 64	E
		♥ A4	♠ (void)
		♦ 1075	♥ KQJ
		♣ Q107642	♦ AQJ93
			♣ AK853
		S	
		♠ AQJ10752	
		♥ 76532	
		♦ 4	
		♣ (void)	

Final Contract	Result of Play	Score	Opening Lead
6♠X by S	Down 3	E/W +500	

Facts

South's 4♠ bid was Alerted as preemptive as the pair uses NAMYATS. East/West claimed that North made a slow Pass over 5♣. This was denied by North/South.

Director Ruling

The Director could not determine that there had been a break in tempo and the table result, 6♠X by South, down three, E/W +500, was allowed to stand.

Director's Ruling	6♠X by S, Down 3, E/W +500
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Committee Ruling

The Committee decided that there was not sufficient evidence of a break in tempo and the table result, 6♠X by South, down three, E/W +500, was allowed to stand.

Committee Members

Chair	Robert Glasson
Member	Martin Caley
Member	Darlene Hammond
Member	Rick Price
Member	Judy Randel

Commentary

Colker: Without more information it is difficult to comment on this case. However, since both the Director and the Committee apparently had the same difficulty determining whether the break in tempo actually occurred, the ruling made seems like the only reasonable one possible. I would like to have known: When was the Director called? Was it at the time of North's hesitation? Was the Director only called after the hand was over? Was the hesitation discussed among the players at the table prior to the Director call?

Goldman: The proper tempo for North in this situation was not a mere two seconds.

Meckstroth: This was O.K. to me.

Passell: This was a silly Committee. How did this case get past screening?

Rosenberg: This was a good decision by the Committee. North's tempo should have prevented South from taking the view he took. After he thought over 5♣ and the presumed lack of thought over 6♣, South practically had a lock.

Treadwell: South had shown his hand pretty much by bidding 4♠ and then doubling 5♠. To then unilaterally take the save was a bit much, but if the Committee decided there was no evidence of a break in tempo, they had no choice but to allow the bid.

Weinstein: One person's alleged break in tempo is another person's alleged normal uniform temp. It is time for Goldman's suggestion.

Wolff: This was an excellent decision that properly addressed the same hesitation that was mishandled by the Case Eighteen Committee. Note that East made a grand slam try over the same hesitation the Case Eighteen East passed and appealed.

Subject of Appeal: Misinformation	Event: Stratified B Pairs	Case: 22
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Auction

West	North	East	South
			Pass
Pass	1♣	1♦	Dbl ¹
2♥	Pass	3♦	Pass
Pass	Pass		

Explanation of Special Calls and Points of Contention

1: Alerted, Negative Double

Hand Record

Board		N	
Dealer	S	♠ A1032	
		♥ K92	
Vul	E/W	♦ A106	
		♣ 865	
W			
		♠ 9654	E
		♥ AQ1043	♠ KJ7
		♦ 2	♥ 6
		♣ QJ7	♦ KQJ543
			♣ K102
		S	
		♠ Q8	
		♥ J875	
		♦ 987	
		♣ A943	

Final Contract	Result of Play	Score	Opening Lead
3♦ by E	Down 1	N/S +50	

Facts

East claimed that he misplayed the hand and went down because South “held nothing that resembled a Negative Double.”

Director Ruling

The Director (ruled that East-West were not damaged by South’s bid and the table result, 3♦ by East, down one, N/S +50, was allowed to stand.

Director’s Ruling	3♦ by E, Down 1, N/S +50
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Committee Ruling

The Committee allowed the table result, 3♦ by East, down one, N/S +50, to stand. The Committee decided that South may have made a bad bid, perhaps even a psyche, but no infraction that caused damage had occurred.

The Committee was asked by a representative of the Head Tournament Director not to consider this case to be an appeal without merit. The case was not screened and the appellants were not informed that they could be subject to penalty for an appeal without merit.

Committee Members

Chair	Jim Linhart
Member	Robert Glasson
Member	Barry Rigal

Commentary

Colker: Clearly this would normally have been a frivolous appeal.

Meckstroth: This decision seems to be O.K. considering Flight B.

Passell: This was a very good lenient decision.

Rosenberg: This was a good decision. If East wanted to know something specific about the Negative Double, then that player should have asked.

Treadwell: This was a clear-cut decision, particularly for Flight B.

Weinstein: Unless there was a published ACBL standard for Negative Doubles over 1♦ showing 4-4 in the major suits, there was no infraction possible.

Wolff: This was a good decision in whatever flight. We need more education in the ACBL Bulletin about what is expected.

Subject of Appeal:	Misinformation	Event:	NABC Mixed Pairs	Case:	23
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Auction

West	North	East	South
	2♠	Pass	Pass
2NT ¹	Pass	3♣	Pass
3♦	Pass	3NT	Pass
Pass	Pass		

Explanation of Special Calls and Points of Contention

1: Explained as Very Strong, 16-17 HCP, no lower than 15-17 HCP

Hand Record

Board		N	
Dealer	N	♠ J9542	
Vul	E/W	♥ 105	
		♦ K1075	
		♣ A6	
W			
♠ AK103			
♥ 963			
♦ AJ2			
♣ Q42			
		S	
		♠ Q6	
		♥ KJ72	
		♦ Q864	
		♣ 1095	
		E	
		♠ 87	
		♥ AQ84	
		♦ 93	
		♣ KJ873	

Final Contract	Result of Play	Score	Opening Lead
3NT by W	Made 3	E/W +600	

Facts

When asked before the opening lead, East volunteered the information that 2NT was very strong, 16 or 17 HCP at least. At trick three, North asked again, "Could 2NT be a little weaker in the balancing seat?" East responded negatively and the Declarer said nothing. North maintained that he almost shifted to a diamond but decided that it was too risky at matchpoints based on the information he was given.

Director Ruling

The Director ruled that there was no misinformation and the table result, 3NT by West, making three, E/W +600, was allowed to stand.

Director's Ruling	3NT by W, Made 3, E/W +600
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Committee Ruling

The Committee questioned East/West very carefully about their agreements and found that East/West played together about once a month. The Committee also discovered that their partnership had never bid with less than 16 HCP in this situation and that their agreement was that 2NT should have shown that strength. West was under no obligation to tell North that he had violated the partnership agreement by bidding 2NT with 14 HCP. The Committee decided that East had given the proper explanation of their agreement. The table result, 3NT by West, making three, E/W +600, was allowed to stand. The Committee also informed East/West that they now had a new partnership agreement and should explain that 2NT in this position could be as few as 14 HCP.

Committee Members

Chair	Howard Weinstein
Member	Martin Caley
Member	John Blubaugh

Commentary

Allison: This Committee did just the right thing by putting East/West on notice about their new agreement.

Colker: This was a well-conducted Committee. The write-up was also excellent.

Goldman: I can't disagree with the Committee's judgment of the information given. But I am suspicious. I would have asked a few questions about the balancing 2NT.

LeBendig: I have always had a great deal of difficulty accepting statements like East/West's as proof of what the agreements really were. My instincts tell me that this agreement came into existence when East declared it as such. Since I am just suspicious and this Committee heard the testimony, I trust they were comfortable with the assumption that this agreement actually existed.

Meckstroth: I believe that West should have spoken up when such an explanation was given. At the least, West should have said, "that was not my understanding of our range in this situation."

Passell: This was another wise decision.

Rosenberg: I disagree with the Committee. Nothing could convince me that this partnership had a firm agreement about the auction. West should have corrected the explanation before the opening lead was made.

Bobby Wolff wants automatic penalties for these situations. I say you should always assume misinformation unless you have overwhelming evidence to the contrary. I would have changed the result to down one, N/S +100.

Sutherland: This was the correct decision. The Committee brought out an important point by informing East/West that they now had a new partnership agreement because a balancing 2NT could be 14 HCP.

Wolff: This was a good decision. Exactly how did the Committee determine that East/West had never bid 2NT in that position with less than 16 HCP? Maybe our ACBL Secret Service was working overtime.

Subject of Appeal:	Misinformation	Event:	NABC Open Swiss Teams	Case:	24
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Auction

West	North	East	South
			Pass
1♦ ¹	3♦ ²	3♠	Pass
3NT	Pass	4♥	5♣
Dbl	5♦	Pass	Pass
Dbl	Pass	Pass	Pass

Explanation of Special Calls and Points of Contention

1: Alerted, Precision
2: Alerted, Explained as asking for ♦ stopper

Hand Record

Board		N	
Dealer	S	♠ J4	
Vul	E/W	♥ 106	
		♦ KQ9865	
		♣ 754	
W			
		♠ 3	E
		♥ Q853	♠ KQ108762
		♦ A752	♥ AJ742
		♣ KQJ8	♦ (void)
			♣ A
		S	
		♠ A95	
		♥ K9	
		♦ J103	
		♣ 109632	

Final Contract	Result of Play	Score	Opening Lead
5♦X by N	Down 4	E/W +800	

Facts

South explained that North's 3♦ bid asked for a diamond stopper.

Director Ruling

The Director ruled that North had taken advantage of unauthorized information provided by the misexplanation when he bid 5♦ (Law 16A). The contract was changed to 5♣X by South, down six, E/W +1400.

Director's Ruling	5♣X by S, Down 6, E/W +1400
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Committee Ruling

North stated to the Committee that he would have passed 5♣X if South had not given the incorrect explanation of his 3♦ bid. The Committee discovered that the appeal was filed as a group decision after the match had been scored. The Committee decided that North had taken advantage of unauthorized information provided by South's Alert and explanation of 3♦. The Director's ruling of 5♣X by South, down six, E/W +1400, was confirmed. North/South was a husband-wife partnership and they received a severe warning about their obligation to know their agreements. The Committee debated whether the appeal had substantial merit and finally concluded that it did.

Committee Members

Chair	Robert Gookin
Member	Martin Caley
Member	Mary Jane Farrell
Member	Everett Fukushima
Member	Judy Randel

Commentary

Colker: By what stretch of the imagination was this appeal considered to possess even a modicum of merit? North admitted that he had bid 5♦ on the basis of the unauthorized information from the explanation, the Director ruled accordingly against North/South, and so North/South appealed the ruling!?? I would have assessed an additional frivolous appeal penalty and added a stern lecture on bridge ethics to boot (not just some mumbo jumbo about knowing your agreements)!

Goldman: This appeal had no merit. There should have been a procedural penalty for taking blatant advantage of unauthorized information.

LeBendig: North freely admitted to taking blatant advantage of unauthorized information. Surely the screeners explained what a chance he was taking in filing this appeal. Even if he was not aware of the risk, he did sign the appeal form which explains it well. North/South also paid the \$50 deposit and must have known why. There won't be many better than this appeal to enrich the Educational Foundation.

Meckstroth: This was a good decision.

Passell: This was a good decision on an absurd protest.

Rosenberg: This was a good decision by the Committee.

Treadwell: This was another good and an easy decision, including the warning to the North/South pair.

Weinstein: Let me see if I understand this correctly. North flat out admitted to the Committee that he had intentionally acted unethically in an NABC+ event. Yet, a procedural penalty was not imposed, the hand was not recorded, and even worse, the \$50 was returned. Unless North was severely ignorant of the proprieties there should have been much further action taken against North.

Wolff: This was a good decision. But why did the Committee decide that the appeal had substantial merit? Maybe they had a soft heart. What about North who ran amuck, got properly ruled against and then tried his luck in Committee? Should this have been condoned? I think not. Committees were formed to improve the game and not to pass out cigars.

Subject of Appeal: Misinformation	Event: NABC Open Swiss Teams	Case: 25
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Auction

West	North	East	South
1♥	Dbl	3♣ ¹	3♠
4♣	4NT	5♣	Dbl
Pass	5♥	Pass	5♠
Pass	Pass	Pass	

Explanation of Special Calls and Points of Contention

1: Alerted, Fit Showing

Hand Record

Board		N	
Dealer	W	♠ K1085	
		♥ A10	
Vul	Both	♦ AQJ632	
		♣ 8	
W			
		♠ Q93	E
		♥ QJ853	♠ 4
		♦ 85	♥ 42
		♣ AK4	♦ K974
			♣ QJ10953
		S	
		♠ AJ762	
		♥ K976	
		♦ 10	
		♣ 762	

Final Contract	Result of Play	Score	Opening Lead
5♠ by S	Down 1	E/W +100	

Facts

East's 3♣ bid was Alerted as a fit-showing jump shift. East stated that fit-showing jump shifts was their partnership agreement and their convention card confirmed this. East said that he was not sure if fit-showing jump shifts applied in this situation. West was adamant that they did apply and East asked how could they show clubs. West never answered this question. North/South claimed that North bid 4NT based on misinformation..

Director Ruling

The Director ruled (according to Law 21B) that there had been misinformation and North/South were damaged. The result was changed to 4♠ by South, making four, N/S +620.

Director's Ruling	4♠ by S, Made 4, N/S +620
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Committee Ruling

The Committee queried East/West and discovered that East knew that fit-showing jump shifts was their partnership agreement in most auctions and he purposefully violated that agreement. The Committee also believed that East's bid of 5♣ was bold considering he knew that he had misbid earlier. East stated that he took this action to interfere with the use of Blackwood.

The Committee finally determined that East/West knew what their agreements were and voluntarily violated these agreements. There was no misinformation and the table result, 5♠ by South, down one, E/W +100, was restored.

Committee Members

Chair	Howard Chnadross
Member	Harvey Brody
Member	Abby Heitner
Member	Steve Onderwyzer
Member	John Solodar

Commentary

Allison: In light of the facts as stated, I find it difficult to believe that the Committee indeed ascertained that East had violated his own agreement knowingly. I'm not thrilled about the new emphasis on not allowing system errors to be part of the "rub of the green" of the game, but, in this case, a misbid was very possibly discovered for the East player by his partner's Alert. As far as East's "bold" 5♣ bid, he was not allowed to know that he had misbid if the Alert procedure notified him of this. I believe this was the case. East had, and made, a normal 5♣ bid given no Alert, however, and I do not believe damage occurred through unauthorized information. There was misinformation, but I also don't believe there was a line of damage attributable to it, since, in my opinion, East acted correctly.

Colker: I agree with the Committee's decision. If East/West voluntarily violated their agreements, then there was no misinformation. However, even if there was no misinformation it is hard to see how it affected North's 4NT call. Slam would be odds on opposite as little as ♠AQxxx and out! In my opinion, there would have been no damage to North/South even if East/West's agreements were misrepresented to North/South.

Goldman: I do not believe East knew that 3♣ showed hearts when he bid it. A case could be made that unauthorized information influenced the 5♣ bid. I do believe 5♠ should have been made and would have been bid anyway. Therefore, no adjustment was warranted.

LeBendig: I sat in on this appeal and I did not agree with their decision on whether or not there was a clear agreement about what 3♣ actually meant. However, once a Committee made a fact finding such as this, the case was closed.

Meckstroth: This decision seems O.K. I'm not happy with East/West but North/South's claim that the 4NT bid was based on 3♣ being a fit-showing jump seems a bit absurd to me.

Passell: This was a good decision. South's mangling of 5♠ caused the Committee.

Rosenberg: This case was from the Twilight Zone. If East "was not sure if fit-showing jump shifts applied" and "asked how they could show clubs," how could the Committee have determined that East "purposefully violated that agreement?" I believe there was misinformation and I probably would have changed the score to +620 for North-South.

Sutherland: I disagree with the Committee. East/West's answers were just too convenient! Both partners violated their methods on the same hand? Really!

Treadwell: If the Committee was satisfied that the East/West partnership agreement was that 3♣ was fit-showing, they had no option but to allow the table result to stand.

Weinstein: This was the right decision for the wrong reasons. At the table, East stated that he believed that 3♣ showed clubs and that fit jumps did not apply in this situation, not that he wasn't sure when they applied. He also said he was not aware that in the system notes 3♣ was still fit-showing, and had he known he would have argued against that treatment. East did not truly forget the system, he was never aware that the partnership had any other understanding. When West Alerted and explained the 3♣ bid and represented it as the partnership understanding when (regardless of what system notes said) his partner was completely unaware of this understanding, then misinformation occurred. In other words, does a set of system notes automatically create a partnership understanding? I don't believe they do.

I believe the Committee should have allowed the table result to stand anyway. Although North may have been influenced by the misinformation, the difference to his bidding was not 100% clear and, in any event, South should have made 5♠ and made this whole case irrelevant. North/South's table result should have stood. East/West's result could have been partially adjusted.

Wolff: I disagree with the Committee's decision. However, they were within their rights to decide as they did once they believed East's story about purposefully violating their partnership agreement. I would love to sell this Committee a bridge I've been anxious to dispose of.

Subject of Appeal: Misinformation	Event: NABC Open Pairs	Case: 26
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Auction

West	North	East	South
	Pass	1NT	Pass
2♦ ¹	Pass	2♥	Pass
4♦ ²	Pass	4♠	Pass
6♥	Pass	Pass	Pass

Explanation of Special Calls and Points of Contention

1: Alerted, Transfer to Hearts
2: Alerted, RKC Blackwood
3: 1 or 4 Keycards

Hand Record

Board		N	
Dealer	N	♠ J763	
		♥ 872	
Vul	Both	♦ 952	
		♣ J87	
W			
♠ 5			
♥ AKQ543			
♦ K7			
♣ A964		E	
		♠ AKQ109	
		♥ J6	
		♦ Q83	
		♣ KQ10	
		S	
		♠ 842	
		♥ 109	
		♦ AJ1064	
		♣ 532	

Final Contract	Result of Play	Score	Opening Lead
6♥ by E	Made 7	E/W +1460	

Facts

East/West Alerted three bids and North/South never asked for an explanation of the Alerts. However, East/West did not offer an explanation of their auction before the opening lead. North/South claimed that they were damaged.

Director Ruling

The Director ruled that there was no misinformation and the table result, 6♥ by East, making seven, E/W +1460, was allowed to stand.

Director's Ruling	6♥ by E, Made 7, E/W +1460
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Committee Ruling

The Committee decided that the 4♠ Alert was unusual and should have prompted questions. North/South, if they were damaged at all, were damaged by making unfounded assumptions when questions were clearly called for. East/West were not guiltless. Prior to the opening lead, East should have offered an explanation of the auction. There was some question about whether the 4♦ and 4♠ bids should have been Alerted at all or if they should only have been Alerted at the conclusion of the auction. This information was not readily available to the Committee and they determined that there was no damage and the table result, 6♥ by East, making seven, E/W +1460, was allowed to stand. The Committee believed that the appeal was very close to lacking merit but declined to issue a penalty because of the current confusion about the Alert procedure.

The following write-up of the ACBL policy on Alerting ace asking bids was provided later at the request of the Committee:

ACE ASKING BIDS

There are some artificial bids for which an Alert (or lack thereof) could easily be more helpful to the bidding side than to their opponents.

No Alert should be made for any bid that requests partner to show the number of aces or first round controls, any subsequent bids that ask for the number of kings or other controls, and responses to either of the above, after the first round of bidding. However, the declaring side must inform the opponents before the opening lead that such an auction has taken place.

The phrase "after the first round of bidding" does not extend to an immediate jump to 4NT over partner's opening suit bid or 4♣ over partner's opening NT. These continue to be non-Alertable. But take note that this new regulation removes the Alert for variations such as "Progressive Gerber" or "keycard bids that ask about the queen of trump".

Note: Whenever you are involved in such an auction, you must inform the opponents after the final pass, but before the opening lead, that an ace-asking sequence has taken place.

Committee Members

Chair	David Treadwell
Member	Harvey Brody
Member	Howard Chandross
Member	Michael Huston
Member	Michael Rahtjen

Commentary

Colker: I agree almost completely with the decision. Whatever irregularities happened at the table were due, at least in a contributory sense, to both pairs. East/West's inappropriate Alerts turned out not only to be inconsequential in the present case, but their net effect was to negate the pair's second, and potentially more serious, infraction: that of not informing the opponents before the opening lead of the "unusual" ace-asking bids. North/South, on the other hand, were in possession of information that bids of unusual meaning had taken place. They refused to ask questions about those bids even after the auction had ended (when such information could only have helped themselves), and then claimed damage. Claiming damage was a separate issue from demonstrating that the opponents committed an infraction, and receiving redress depended on establishing that any damage suffered was the result of the opponents' infraction and not the non-offending pair's own negligence. In addition, the non-offending pair must have been unlikely to have known what was happening in the absence of correct information from the opponents (as in Kantar's Spingold case a few years ago).

None of these conditions were met by the North/South pair. From the information provided, North/South never established what damage had been sustained, nor did they demonstrate how it followed from East/West's infraction. In addition, although there was no information about the skill or experience level of the North/South pair, they were entered in an NABC+ event. The treatment being used by East/West for their 4♦ and 4♣ bids were by no means unusual these days, even in general play. North/South would have had to convince me that they were completely unaware of the possibility of the indicated meanings of these bids, and having done that they would still have to have demonstrated that they were not negligent in failing to ask about the meanings of the Alerted bids. I can't imagine how they could possibly have accomplished that. I would have allowed the table result to stand and I would have further assessed a frivolous appeal penalty against the North/South pair.

Goldman: I agree. This was a nice job by the Committee in providing a write-up. East/West should have only been held culpable for unauthorized information from an improper Alert. North/South, alone, were responsible for obtaining the meaning of the Alert, as the spirit of the Alerting requirement had been met. The rule makers need to address the slight gap in this rule.

Meckstroth: This was a good decision.

Passell: We should have better and clearer rules regarding this situation.

Rosenberg: This was a good decision. It was also good to see the ACBL policy on ace-asking bids. However, perhaps this policy should include defenders explaining at the end of the auction about their ace-asking bids. Otherwise, I would theoretically need to ask, before declaring any hand, "did you make any ace-asking bids in the auction?"

Weinstein: Although East/West technically violated proper procedure and could have been penalized for that improper procedure, I agree with the Committee's lack of action against them. North/South could not have been protected from their own complete obliviousness and I agree that the protest bordered on being frivolous.

Wolff: Although the Committee action here was not remarkable, the situation could have been a watershed case. Since, according to the ACBL Policy on Ace asking Bids, an Alert was not proper (a well-written treatise, but not complete), East violated the rule. What are the responsibilities governing an improper Alert for those playing relatively new conventions or treatments? It certainly might have helped East/West to avoid a misunderstanding. What are our rules for the future? I'm disappointed that this Committee didn't establish a rule or at least some common law dictum to help us out in the future. Doesn't anyone care how we should handle these cases? What about the pair that has some splinters and some Super

Gerber? We Alert splinters, but not Super Gerber. Might not a pair use both on the same bid, Alerting one and not the other? It reminds me of my mother's rubber bridge game in the forties where in response to Blackwood, they just used fingers instead of bids. My solution would be for those who play these treatments to come out with an equitable way to address the Laws and until they do, Super Gerber is not allowed. In that way we may find a solution. Please help me!!!

Subject of Appeal:	Misinformation	Event:	Stratified Senior Pairs	Case:	27
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Auction

West	North	East	South
			1♠
2♦	2♠	4♦	4♠
5♦	Pass	Pass	Pass

Explanation of Special Calls and Points of Contention

Hand Record

Board		N		
Dealer	S	♠ 976		
Vul	None	♥ Q95		
		♦ 62		
		♣ A10865		
W			E	
♠ 8			♠ 1052	
♥ A86			♥ 7432	
♦ AKJ43			♦ Q10975	
♣ J942			♣ 7	
		S		
		♠ AKQJ43		
		♥ KJ10		
		♦ 8		
		♣ KQ3		

Final Contract	Result of Play	Score	Opening Lead
5♦ by W	Down 3	N/S +150	

Facts

4♦ was not Alerted and West adamantly explained the bid was strong. After the hand was played, it was discovered that East/West had no agreement about the 4♦ bid. East said nothing prior to the opening lead.

Director Ruling

The Director ruled that there had been no damage and North/South should have known that 4♦ could not have been a strong bid. The table result, 5♦ by West, down three, N/S +150, was allowed to stand.

Director's Ruling	5♦ by W, Down 3, N/S +150
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Committee Ruling

The Committee decided that South should have been allowed to bid. When called away from the table, her first choice was to bid 5♠. Therefore, the result was changed to 5♠ by South, making five, N/S +450.

Committee Members

Chair	Steve Lawrence
Member	Mike Flanagin
Member	Chuck Said

Commentary

Colker: I strongly disagree with the Committee's decision in this case. South, herself holding almost half the high card points in the deck, was confronted with a two-level overcall by West, a raise by North, and a jump raise by East (a bid

frequently played as weak). Unless this was a pinochle deck, South had to have known, without any explanation, that East's bid was weak or at least based largely on distributional values, I can see no excuse for allowing her another bid after learning that the 4♦ bid was intended as preemptive, especially after it was discovered that East/West had no established agreement about the bid's meaning. South had all the information she was entitled to during the auction, and chose (inexplicably) to pass!? I would have allowed the table result to stand. I would also have assessed a procedural penalty against East/West for not informing North/South before the opening lead that West's explanation of the 4♦ bid was incorrect. This was a good example of a situation where there was both an infraction and damage, but no redress was due because the opponents should have been aware of what was happening in spite of the infraction. In fact, a pessimistic Committee might even have suspected that South was taking a double shot!

LeBendig: Once again we heard an appeal that would have been settled by the Director if East had disclosed the misinformation prior to the opening lead. South could have made a decision prior to seeing the Dummy. The only experienced player at the table was West. She was playing professionally and was quite emphatic about their agreement that this was strong. East did not know about this agreement. Because of the level of South and East, I believe the Committee did the right thing. I wish East had been strongly admonished for not disclosing the misinformation prior to the opening lead.

Meckstroth: This was a good decision.

Passell: This decision was O.K. for a stratified event.

Rosenberg: This was a good decision. East should have corrected the explanation after the auction was over.

Sutherlin: I disagree with the Committee's decision. Just how strong could East have been? West made a two level overcall and North freely raised to 2♠. For North/South to allow East/West to play a peaceful 5♦ was absurd. All North needed was an ace to make 5♠. South had two or three tricks outside of spades. South had a chance to bid over 5♦ but chose not to. East should have been admonished. East had an obligation to inform North/South that the partnership had no agreement about 4♦ before the opening lead was made.

Treadwell: It was not clear just when West insisted the 4♦ bid was strong, obviously not what East intended. However, a jump raise is played almost universally as preemptive in this situation and South was a Flight A wimp in not bidding 5♠ regardless of what West said. I would have let the table result stand, with East-West assessed a procedural penalty of three matchpoints. South, at least, could have doubled 5♦ and collected +300 but I can't see how East/West went down three tricks.

Subject of Appeal:	Misinformation	Event:	Vanderbilt KO Teams	Case:	28
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Auction

West	North	East	South
		1♣ ¹	Pass
1♠ ²	Pass	1NT	Pass
2♦ ³	Pass	3♦	Pass
4♥ ⁴	Pass	5♣ ⁵	Pass
6♦	Pass	Pass	Pass

Explanation of Special Calls and Points of Contention

1: Alerted, a) Natural or b) 15-21 HCP Balanced or c) Strong
2: Alerted, a) 10+HCP with ♦'s or b) ♣ raise or c) no 4 card Major, balanced
3: Alerted, ♦'s, no Major
4: RKC Blackwood
5: Two Keycards, no ♦Q

Hand Record

Board		N	
Dealer	N	♠ 10964	
		♥ A1654	
Vul	Both	♦ 9	
		♣ AJ8	
W			
		♠ K32	♠ AJ87
		♥ (void)	♥ QJ2
		♦ KQ1082	♦ AJ73
		♣ Q9732	♣ K6
		S	
		♠ Q5	
		♥ K9873	
		♦ 654	
		♣ 1054	

Final Contract	Result of Play	Score	Opening Lead
6♦ by W	Made 6	E/W +1370	

Facts

The East/West bids were properly Alerted and explained. When West bid 4♥, he intended it as a splinter. The partnership agreement was clearly that it was Roman Keycard Blackwood for diamonds. At the conclusion of the auction, East explained that they had a RKC auction and East had shown two keycards without the ♦Q. West bid 6♦ because he thought East had to have the ♣AK and the ♦A since she had not cue-bid the ♠A and had shown 15 to 21 HCP.

Director Ruling

The Director ruled that there had been no damage and the table result, 6♦ by West, making six, E/W +1370, was allowed to stand.

Director's Ruling	6♦ by W, Made 6, E/W +1370
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Committee Ruling

The Committee decided that West was under no obligation to explain that he had violated partnership agreements when he bid 4♥. The Committee unanimously agreed that North/South had been properly informed of all of East/West's agreements and were not entitled to redress. The table result, 6♦ by West, making six, E/W +1370, was allowed to stand.

Committee Members

Chair	Howard Chandross
Member	Curtis Cheek
Member	Lynn Deas
Member	James Linhart
Member	George Mittelman

Commentary

Colker: The Committee's decision was clearly correct and the appeal seemed frivolous to me. I wouldn't have been adamant about a penalty if the rest of the Committee believed otherwise.

LeBendig: This type of problem occurs over and over. West made a bid that he thought was a splinter, later on there were clear system notes produced which "proved" that the explanation by East was actually the agreement. West said "I forgot" and "I'm not supposed to tell the opponents anything since partner gave an accurate description of our methods". I didn't buy this. I believe there was an overlapping agreement here and not a clear agreement. If that was the case, there was misinformation and West was obligated to say something prior to the opening lead. I believe the failure to Alert or the later explanation may have jogged West's memory about their agreement about the 4♥ bid. I don't believe this was a "forget" but rather a belief that the bid was a splinter. That translated to no agreement and misinformation. I am well aware that it was legal to forget what you were doing. I firmly believe that most of these situations are caused by a lack of definitive agreement as opposed to actually forgetting. Until we make it unacceptable to say, "I forgot", when you really know that you didn't understand, we will be seeing more and more of these cases as our agreements become more complex. I think we have to be less accepting of "I forgot." The Laws suggest we should assume misinformation and make the offenders prove they forgot. In other words, we should assume they are guilty and make them prove their innocence. This places the burden of proof where it belongs.

Regardless of how this issue was resolved, I believe the Committee decision was correct. I would have felt a little better if there had been a procedural penalty for failing to disclose (if it was judged not to have been a forget) or the possibility that West took advantage of the failure of the Alert which might have led to the conclusion they were on different wavelengths and the subsequent 6♦ bid.

Meckstroth: I agree with the Committee.

Passell: This was a good decision. However, a change in the rules is necessary.

Rosenberg: The Committee was wrong to judge that West was under no obligation to explain his "violation." The fact that West bid 4♥ meant that a clear agreement was unlikely. However, I agree with the decision for two reasons. 6♦ was very unlikely to have been defeated and North, who was an expert, should have known that if West was bidding Keycard Blackwood, he had to have a void.

Treadwell: This was a clear-cut decision. Did the Committee consider a procedural penalty for the North/South pair bringing a case to Committee that had no merit?

Weinstein: I'm not sure what the protest was based on. If it was misinformation, as the heading suggests, and a bad opening lead was made that allowed the contract to make then there was no basis for adjustment as the Committee explained. If it was based on unauthorized information from East's failure to Alert the 4♥ bid, West was more likely to have jumped to 6♦ after a 5♣ cuebid than after a two keycard response. In any case, I would have allowed the result to stand.

Wolff: It didn't take long before the chickens came home to roost. Here, West meant 4♥ as a splinter, but since it wasn't Alerted, West might have realized that his partner was answering Roman Keycard Blackwood. I would have ruled -1370 for North/South and +1370 for East/West. I would have assessed a seven IMP penalty against East/West (about one-half of a vulnerable slam swing) for taking advantage of the Alert procedure. I would not have insulted him or the Committee by asking West if he had taken advantage. The question was, could he have taken advantage? The answer was yes.

Subject of Appeal:	Misinformation	Event:	Flight A Pairs	Case:	29
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Auction

West	North	East	South
			Pass
1♥	Pass	1NT ¹	Dbl ²
2♣	Dbl	2♦	Pass
Pass	Dbl	Pass	2♠
Pass	Pass	3♦	Pass
Pass	Dbl	Pass	Pass
Pass			

Explanation of Special Calls and Points of Contention

1: Alerted, Forcing, One Round
2: Alerted (disputed)

Hand Record

Board		N		
Dealer		S	♠ AK4 ♥ KQ1063 ♦ K762 ♣ 9	
Vul		Both		
W				E
♠ Q62 ♥ AJ842 ♦ 10 ♣ A542				♠ 1087 ♥ (void) ♦ AQ98543 ♣ Q76
		S		
		♠ J953 ♥ 975 ♦ J ♣ KJ1083		

Final Contract	Result of Play	Score	Opening Lead
3♦X by E	Down 2	N/S +500	

Facts

Before the 3♦ bid, East inquired about the Double of 2♣ and was told the Double showed clubs. The Double of 2♦ was described as an "action" Double that requested South to do something intelligent. The opening lead was ♣J and Declarer, who had been told that North had clubs, went up with the ♣A and could not recover. After the hand was played, East asked for a review of the original bidding and was told that South's Double was Alerted. Neither East nor West heard or saw (bidding boxes were in use) an Alert. When asked about the meaning of the Alert, North explained it as demanding that he bid 2♣. After the Director was called North/South insisted that they had said it was a "transfer" to 2♣. This was disputed by East/West. The Director ordered that the players move on to the next table.

Later, the Director came to East and said that if he could get North/South to agree that they had said "forced 2♣" he would be awarded the result of 3♦ making three. At the end of the game, the Director sat down with both sides and tried to find out exactly what he had heard without interruption. After three or four interruptions, East finally asked both North and South to remain silent until he had finished. At this point, North stood up and threatened East. East also stood up and suggested he "take his best shot." The Director diffused this volatile situation by telling both sides that he was ruling against them.

Director Ruling

The Director ruled that East/West were -500 and North/South were Average Minus. East/West accepted this ruling, North/South appealed.

Director's Ruling	N/S: AVE- E/W: -500
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Committee Ruling

At the start of the Committee, North apologized to East for his behavior at the table and East accepted the apology.

North/South maintained that they had Alerted the Double of 1NT physically and orally. East/West testified that they had neither heard nor seen an Alert. West stated that if there had been an Alert, he would have inquired because this would have been very unusual. He also stated that he would not have bid 2♣ if he had known the Double was a transfer to clubs.

North/South were playing a system they called DAN, an acronym for Defense Against 1NT. One of the Committee members thought DAFN, Defense Against Forcing Notrump, would have been more appropriate. North/South's convention consisted of transfers; a double showed clubs, clubs showed diamonds, diamonds showed hearts, and hearts showed spades. Systemically the Double of 2♣ was support showing. North stated he Doubled because he had a strong hand. North/South had lost their convention card between sessions. The convention cards they used during the session were completed poorly. One card had DAN under "Other Conventional Calls" on the front side of the card. The other card had nothing.

East/West did not request a score adjustment but East claimed that he would have played the hand differently if he had been properly informed. The Committee decided that the Double of 1NT had been Alerted. It was unfortunate that neither East nor West heard or saw the Alert.

The Committee decided that since they had determined that an Alert had been given, the table result, 3♦X by East, down two, N/S +500, would stand. A one-quarter board procedural penalty was assessed against North/South for failing to provide a properly completed convention card. The Committee instructed North/South to be sure the opponents were aware of an Alert in this situation. There was some discussion by the Committee that this bid might have qualified as a Special Alert. The Committee considered an additional procedural penalty against North/South but decided against it.

Committee Members

Chair	Peggy Sutherlin
Member	Bobby Goldman
Member	Darlene Hammond
Member	Steve Onderwyzer
Member	Nancy Sachs

Commentary

Colker: A player issuing an Alert is responsible for getting an acknowledgement of it from the opponents. In my opinion, the bidding was unlikely to have been materially affected by the information from the Alert and I don't see how the contract would have been different. The play appeared to depend on North/South's methods, which were not communicated very well at the table. All things considered, I would have awarded East/West an Average and North/South an Average Minus. In addition, I would have assessed a procedural penalty of one-quarter board against North/South for the Alert problems they created and for their convention card irregularities.

LeBendig: We have a policy that suggests that Directors are to rule that the speaking side is correct and there was an Alert. Committees are not bound by these policies. My gut instinct tells me there may not have been an Alert. If there was an Alert, North did not fulfill his responsibility to make sure the opponents were aware of the Alert. Either of these is a violation of Law and would justify an adjustment to -670. Throw in the potentially poor explanation and the incomplete convention cards and I think -670 was further indicated. I'm not sure about a procedural penalty but I would have wanted to discuss it. Average to Average/Plus seems appropriate for East-West but I might have been convinced they deserved more. North/South had to have been aware of all the problems with their case which made me further question their decision to appeal. I don't believe this was a Special Alert. Any Alert here was unusual enough.

Passell: East/West should have kept their -500. But North/South should not have been allowed to keep their result. I believe Average Minus was called for.

Rosenberg: This was a messy case. I would probably have decided that if neither East nor West saw the Alert then it was never made. South would have tended to see the Alert because he knew the bid was Alertable. I would have changed the result to +670 for East/West.

Treadwell: I think North/South got off very lightly. One has a responsibility to see that that the opponents are aware of your Alert and North/South failed in this regard. West surely would have asked and would never have bid 2♣. I would have given Average or Average Plus to East/West and Average Minus or less to North/South.

Weinstein: I find North/South's behavior offensive. North/South couldn't keep quiet while East was trying to speak to the Director, North threatened East, and yet North was so mild mannered that neither East nor West heard the alleged Alert (it should have been a Special Alert). Because we are supposed to presume the side that says they Alerted was telling the truth, the Committee made what appears to have been the correct decision. My sense of justice makes me favor the Director's ruling. In any case, North/South should have been recorded for their conduct or sent to a Conduct and Ethics Committee.

Wolff: To my way of thinking, North/South were a blight on the game. The fact that the Alert was disputed might have meant something. The fact that their convention card was lost and they didn't attempt to update their opponents on the meaning of their bids might have been important. How about DAN (what's that?) being on one card and not the other? Whether East/West should have gotten an adjusted score was a question (I would have given them Average). For North/South to get +500 and only a one-quarter board procedural penalty was another way of promoting impossible behavior. How about North/South -670, a full board penalty, and their names written up in the Daily Bulletin?

Subject of Appeal:	Misinformation	Event:	Weekend Knockout Teams	Case:	30
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Auction

West	North	East	South
Pass	Pass	1♥	Dbl
3♦ ¹	Dbl	3♥	Pass
Pass	Pass		

Explanation of Special Calls and Points of Contention

1: Alerted, Four Card Limit Raise for Hearts

Hand Record

Board		N			
Dealer	W	♠	1083		
Vul	None	♥	42		
		♦	A98732		
		♣	Q5		
W				E	
♠	KQ75			♠	42
♥	A876			♥	KQJ1053
♦	J5			♦	Q4
♣	1062			♣	A98
		S			
		♠	AJ96		
		♥	9		
		♦	K106		
		♣	KJ743		

Final Contract	Result of Play	Score	Opening Lead
3♥ by E	Down 1	N/S +50	

Facts

Following the Alert of 3♦, after some confusion, the bid was explained as a limit raise with four-card heart support. North/South had lost an appeal earlier in the week when a teammate forgot his agreement and they believed that East/West's complex system caused such mistakes. North/South said there were other mistaken explanations due to confusion during the round. North/South did not request a score adjustment. They only wanted East/West to be assessed the same three IMP procedural penalty they had been assessed earlier.

Director Ruling

The Director was not called until the match was over. Since the explanation was correct, the table result, 3♥ by East, down 1, N/S +50, was allowed to stand.

Director's Ruling	3♥ by E, Down 1, N/S +50
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Committee Ruling

The Committee decided that the appeal was timely. They told East/West that they must know their system. East/West were told that a system that is too complex for them to remember constitutes misinformation. They were warned that further incidents would be dealt with more harshly.

Committee Members

Chair	Phil Brady
Member	Robert Gookin
Member	Michael Huston

Commentary

Colker: I agree with the decision. I'm not sure that Bergen Raises are a system that is "too complex to remember." Still, any convention that a pair forgets and/or cannot explain adequately constitutes an imposition on the opponent.

Passell: This case was very well done by the Committee.

Weinstein: North/South were appealing when their opponents bid correctly and explained a call because their teammates were assessed a procedural penalty earlier in the week? It is stuff like this that gives tournament bridge a bad name. Was this match decided by less than three IMPs or was this purely vindictive? I would have given North/South a stern lecture on sportsmanship.

Wolff: If East/West was admonished here (even though no penalty) compare this with Case Twenty-Nine. Where is the consistency?

Subject of Appeal:	Misinformation	Event:	Flight A Swiss Teams	Case:	31
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Auction

West	North	East	South
Pass	1♥	Pass	2♥
Pass	2♠	Pass	4♥
Pass	Pass	Pass	

Explanation of Special Calls and Points of Contention

Hand Record

Board		N			
Dealer	W	♠	95		
		♥	AQ643		
Vul	E/W	♦	AQ5		
		♣	KJ2		
W				E	
♠	AQ1084			♠	J73
♥	5			♥	J97
♦	J1083			♦	K962
♣	975			♣	A64
		S			
		♠	K62		
		♥	K1082		
		♦	74		
		♣	Q1083		

Final Contract	Result of Play	Score	Opening Lead
4♥ by N	Made 5	N/S +450	

Facts

East/West claimed they were damaged because they were told that North's 2♠ bid was a "help suit game try" and that they would have set the contract if they had known that North could have been bidding a two-card suit.

Director Ruling

The Director ruled that there was no misinformation and the table result, 4♥ by North, making five, N/S +450, was allowed to stand.

Director's Ruling	4♥ by N, Made 5, N/S +450
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Committee Ruling

The Committee decided that an obvious game try like 2♠ conveyed no information about the bidder's holding in that suit (or any other) and did not need to be Alerted. The Committee believed that the expression "help-suit game try" should be barred from bridge. The table result, 4♥ by North, making five, N/S +450, was allowed to stand.

Committee Members

Chair	Marinesa Letizia
Member	Jim Robinson
Member	Kay Schulle

Commentary

Allison: I would like to see a clear definition of “help suit” game try. I don’t think it applies to three small, but I am unsure about what the common meaning of this convention is. Apparently, others are also confused. I think a muddy convention leads to abuses and I agree with this Committee that better definition is needed.

Colker: I agree with the decision, but I don’t understand the Committee’s comments. What is obvious about the 2♠ bid? Does it show strength? Weakness? Length? Actually when a bid provides no information about the suit named, or any other suit, it probably needs to be Alerted (since then it seems to be a rather peculiar convention whose very legality may be questioned). The Official Encyclopedia of Bridge (5th Edition) defines a help-suit game try as a “rebid by opener in his weakest suit to try for game....” According to this definition North/South’s bidding and explanation were both entirely accurate and descriptive. The Committee’s prejudice against the expression “help-suit game try” seems to have been inappropriate to express in their official capacity.

Goldman: I probably disagree with the Committee. If this pair had a history or the Committee had knowledge of their making such bids with two or three small cards, it should have been their obligation to include such information in their report.

LeBendig: I liked the Committee’s decision. I didn’t like the fact that this appeal was heard without issuing a penalty against East/West. Perhaps they weren’t that experienced. The comments about help suit game tries were inappropriate because our regulations in this area are fairly clear.

Meckstroth: This was a good decision. I don’t agree with the statement about barring the term “Help Suit Game Tries.” It is an appropriate term. Perhaps North was making a tactical bid.

Passell: I agree with the Committee’s decision.

Rosenberg: I agree with the Committee. Does this mean that if your game tries are truly help suit, i.e. Axxx or xxx, only then must you Alert? Ridiculous! I Alert Zia’s game tries and accompany them with a ten second explanation. Obviously, this is unnecessary against real experts but I still do it.

This is a frequent situation in which experts take advantage of non-experts. Unless East was an expert, I would consider that East/West were damaged and I would have changed the result to +50 for East/West.

Sutherlin: North/South had no appeal. In a Flight A event, the defenders knew 2♠ was some kind of game try. Styles vary on help suit game try understandings. The offenders were also allowed to make tactical bids. I consider this case frivolous.

Treadwell: This was a good decision. Don’t let pairs think they can win in Committee what they did not win at the table. Was there any merit to this case or am I missing something?

Weinstein: I agree with the Committee. North could have whatever he wanted as long as the partnership agreement was a help suit game try. The term help suit game try was pretty vague but somewhat universal. It would be difficult to eradicate it without a good alternate description.

Wolff: I agree with +450 for North/South. If West wanted a spade lead, he could have bid them. The whole game-try structure needs to be discussed. Only one problem, shouldn’t the opponents have been aware to the same degree as partner was to the tendencies of the game-tryer? Some always psyche, some sometimes psyche, and some never psyche. Shouldn’t the opponents have known that?

Subject of Appeal: Unauthorized Information	Event: Flight A Pairs	Case: 32
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Auction

West	North	East	South
			1NT
Dbl	2♣ ¹	Pass	2♦
Dbl	Pass	Pass	Pass

Explanation of Special Calls and Points of Contention

1: Alerted, Non-forcing Stayman

Hand Record

Board		N		
Dealer	S	♠ Q8		
		♥ 9752		
Vul	E/W	♦ 865		
		♣ K1043		
W				E
♠ AK3				♠ 107642
♥ KJ1083				♥ A6
♦ A1094				♦ 7
♣ A				♣ 98752
		S		
		♠ J95		
		♥ Q4		
		♦ KQJ32		
		♣ QJ6		

Final Contract	Result of Play	Score	Opening Lead
2♦X by S	Down 2	E/W +300	

Facts

2♣ was Alerted initially as non-forcing Stayman. At the Declarer's last turn to call, the explanation was changed to either a diamond suit or a major suit and clubs.

Director Ruling

The Director ruled that the unauthorized information did not affect the result and the table result, 2♦X by South, down two, E/W +300, was allowed to stand.

Director's Ruling	2♦X by S, Down 2, E/W +300
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Committee Ruling

The Committee was unanimous after a lengthy discussion. The Committee believed that North was in possession of unauthorized information. North knew that his side had no more than six or seven hearts. The Committee decided that if the bidding had been behind screens, North would have definitely bid 2♥. Therefore, the Committee determined that there was damage. The Committee concluded that 2♦X down two, -300, was the best result that North/South could achieve. The Committee realized it was impossible to predict what would have happened had North bid 2♥. The Committee decided that the most likely result was that North-South would end up in 3♦X. The contract was changed to 3♦X by South, down three, E/W +500 or Average Plus if that was better, N/S -500 or Average Minus if that was worse.

Committee Members

Chair	James Linhart
Member	Robert Glasson
Member	Barry Rigal

Commentary

Colker: An excellent decision. Perfecto!

Meckstroth: This case was not clear to me. It seems that to decide properly we would have needed to know how North-South would have acted after the two-way 2♣ bid. Would a 2♦ response by the opener have said Pass with diamonds or bid your major suit? If so, then this was a good decision. It appears to me that was what the Committee decided.

Passell: This was good Committee work on a delicate situation.

Rosenberg: The Committee should have been more aggressive. North blatantly took advantage of the explanation when he passed 2♦. Without this information, his side could have had an eight or nine-card heart fit and a five-card diamond fit. Also, there was no reason to suppose South would have remembered had North bid 2♥. I would have changed the contract to 2♥ or 2♠ doubled down six, +1400 for East/West.

Treadwell: This was another Solomonic decision. North may have taken advantage of the Alert procedure, so North/South were not entitled to the -300 point penalty since it was probably very favorable for North/South. -500 or Average Minus seems about right.

Weinstein: If diamonds was not a possible holding for North, I would have allowed the result to stand. South may have been catering to diamonds in the North hand and I agree with the Committee that North would always have bid 2♥. For purposes of damage, the question was whether North would have ever bid 2♥. I disagree with the Committee in adjusting the result. The offenders should certainly have received -800 as the most unfavorable result that was probable. Since the non-offenders should have been awarded the most favorable result that was likely, I believe they should have received +800.

Wolff: This was an excellent decision that would have been better had North/South been given an extra one-quarter board penalty for forgetting their agreements.

Subject of Appeal: Unauthorized Information	Event: Stratified Pairs	Case: 33
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Auction

West	North	East	South
			Pass
Pass	1NT	Pass	Pass
2♣	Pass	Pass	Dbl
2♠	Pass	Pass	Pass

Explanation of Special Calls and Points of Contention

Hand Record

Board		N		
Dealer	S	♠ 96		
Vul	N/S	♥ AKJ5		
		♦ AJ2		
		♣ K832		
W				E
♠ J108543				♠ Q2
♥ Q42				♥ 96
♦ 108				♦ KQ543
♣ AJ				♣ Q764
		S		
		♠ AK7		
		♥ 10873		
		♦ 976		
		♣ 1095		

Final Contract	Result of Play	Score	Opening Lead
2♠ by W	Down 2	N/S +100	

Facts

East/West played Hamilton (2♣ showed a one-suited hand) directly after a 1NT opening bid. In the balancing seat, their bids were natural. North/South maintained that West was “awakened” to his partnership agreement when his 2♣ bid was not Alerted (correctly so) by East and 2♣X should have been the final contract. West argued that North/South deserved their result because they failed to Double 2♠.

Director Ruling

The Director ruled that a player cannot use the Alert procedure to remind them of their agreements. The result was changed to 2♣X by West, down three, N/S +500.

Director’s Ruling	2♣X by W, Down 3, N/S +500
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Committee Ruling

The Committee pointed out that West was obligated to proceed as though the hand was played behind screens. In that case, West would not have known that his partner did not Alert his 2♣ bid, might not have discovered his own error, could have assumed East wanted to play clubs, and passed. The Director’s ruling of 2♣X by West, down three, N/S +500, was upheld.

Committee Members

Chair	Peggy Sutherland
Member	Darwin Afdahl
Member	Jerry Clerkin

Commentary

Colker: This was a good decision by the Committee. It seemed pretty clear-cut to me.

Goldman: This was a good Committee decision.

Meckstroth: This was a good decision. I believe it is important to examine the "hypothetical screen" issue of Committee decisions. I strongly believe that cases should not be influenced by what would have happened if there had been a screen in place. I've seen that argument used to justify some rather flimsy appeals. Certainly this case was clear and such an example was unnecessary.

Passell: This decision was O.K., but why did South Double 2♣ holding ♣T9x and not 2♠ holding ♠AKx?

Rosenberg: It was true that South should have Doubled 2♠ but it was irrelevant since 2♣X was better. This was a good decision. West should have been heavily censured.

Treadwell: This was a typical case of possibly taking advantage of the Alert procedure. If an expert Flight A pair had done this, I would have been inclined to assess a small procedural penalty since the digression approached the blatant.

Weinstein: This was a good Committee decision.

Wolff: This was a good decision.

Subject of Appeal:	Psychic Action	Event:	NABC Open Pairs	Case:	34
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Auction

West	North	East	South
	Pass	Pass	1♥
Dbl	1NT	Pass	Pass
2♦	Pass	Pass	Pass

Explanation of Special Calls and Points of Contention

Hand Record

Board		N		
Dealer	N	♠ 762		
Vul	E/W	♥ AJ		
		♦ J8753		
		♣ A74		
W				E
♠ AKQ	♠ J984			
♥ K	♥ Q9876			
♦ AK1096	♦ 4			
♣ Q1092	♣ J63			
		S		
		♠ 1053		
		♥ 105432		
		♦ Q2		
		♣ K85		

Final Contract	Result of Play	Score	Opening Lead
2♦ by W	Made 2	E/W +90	

Facts

East-West claimed that South psyched when he opened the bidding with 1♥ and North fielded the psyche when he failed to Double 2♦. North stated that he thought he would get +200 for passing 2♦ and he feared that Doubling would force East/West into a better spot (spades).

Director Ruling

The Director ruled that North had fielded the psyche and the score was changed to the better of the table result or Average Plus for East/West and the worst of the table result or Average Minus for North/South.

Director's Ruling	N/S: AVE- E/W: AVE+
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Committee Ruling

The Committee believed that this was a difficult problem to deal with. There were some good bridge judgement reasons for Passing 2♦. There were also some good reasons for Doubling, mostly the vulnerability. If partner was unable to Pass, how bad a spot could 2♥ be? It seemed highly unlikely that Passing was going to result in +200. The 1NT bid was not unreasonable. When you combine the Pass of 2♦ with the actual South hand, it is bothersome. To even suggest that partner might consider reopening with a Double is insulting. In real life, that is not possible with his hand and given the auction. The Committee applied Rule of Coincidence and the Director's ruling of the better of the table result or Average Plus for East/West and the worse of the table result or Average Minus for North/South was confirmed as the result of the board. North/South were warned that they were very close to receiving a penalty for bringing an appeal that was substantially without merit.

The Rule of Coincidence is determined in the Active Ethics Manual which was first published in the mid 1990s. It deals with a situation like this when one player takes an overbid and the other partner an underbid. When the two actions work together to produce a good result, this Rule can be applied. The Rule of Coincidence should never be applied to inexperienced players.

Another way of handling a case like this is to use Law 16B. This Law states that if a player has information about a hand he must report that fact to the Director. In this case, we can say we believed North had some information about this hand without ever addressing the source of that information.

Committee Members

Chair	Alan LeBendig
Member	Harvey Brody
Member	Bruce Reeves

Commentary

Colker: This seems like a good invocation of “The Rule of Coincidence”. North/South should additionally have been informed that this ruling carried no implication that they did anything unethical or improper. The score adjustments were made without respect to what may have been in any player’s mind; only that the circumstances were such that a score adjustment was warranted based solely on the unusual and coincidental nature of the North and South holdings for the actions taken.

Goldman: I agree with all elements of the analysis.

Meckstroth: This was good Committee work.

Passell: West’s 2♦ bid was suspect at best. North’s actions looked O.K. to me. I would have let the result stand unless I was forced not to by the Rule of Coincidence.

Rosenberg: It was natural for North to fear a runout to 2♠. I don’t see why +200 was unlikely in 2♦. Whatever anyone says about Law 16B, deciding against North/South for fielding a psyche was tantamount to an accusation. You could use whatever words you wanted in whichever order, but that was what it was.

Sutherlin: I would have had to serve on this Committee to offer an opinion. My gut feeling is that North fielded a psyche.

Treadwell: This was a fine decision! The odds were very high that North fielded the psyche and the Average Minus (or the table result, whichever was worse) was the most to which they were entitled. The warning that the appeal was substantially without merit was in order.

Weinstein: I would much rather that this case had been adjusted under Law 75 implying a concealed partnership understanding. This understanding could have been explicit or gained through partnership experience. I never knew where the Rule of Coincidence came from and, as much as I’d like to see a Rule of Coincidence, I’m not completely comfortable with this interpretation of Law 16B. I assume that when a Director and/or a Committee determines someone fielded a psyche that there was a procedure to automatically record the hand involved?

Wolff: This was a good decision based on excellent aggressive creative reasoning.

Subject of Appeal: Disputed Claim	Event: NABC Mixed Pairs	Case: 35
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Auction

West	North	East	South

Explanation of Special Calls and Points of Contention

Hand Record

Board		N			
Dealer	E	♠	KJ973		
		♥	AJ		
Vul	E/W	♦	Q74		
		♣	A102		
W				E	
♠	A1064			♠	Q2
♥	976			♥	8542
♦	A962			♦	103
♣	64			♣	J8753
		S			
		♠	85		
		♥	KQ103		
		♦	KJ85		
		♣	KQ9		

Final Contract	Result of Play	Score	Opening Lead
3NT by S	Made 4	N/S +430	

Facts

After the first five tricks had been played, including a diamond to the ♦J which held, and two spade tricks lost, Declarer, who had forgotten that the ♦A was still out, claimed the rest of the tricks and started specifically stating the line of play: "I will play two high hearts, discarding two low spades, lead a diamond to the ♦Q...". At this point, West interrupted her, saying the ♦A was still out and loudly harangued Declarer for making a false claim. The Director was called and West continued to criticize the Declarer until the Director arrived. By this time, all four players were bickering. The Director, attempting to control the situation, announced: "If you all want to make your own ruling, go ahead." The Director left the table and 3NT by South, made four, N/S +430, was written on the scorecard and signed by East or West.

Director Ruling

Some time later, East/West spoke to the Director and he subsequently came to the table and announced that the score would be changed to 3NT by South, down one, E/W +50, because if South had played the ♠K and three rounds of diamonds before three rounds of clubs, East/West would take three more tricks.

Director's Ruling	3NT by S, Down 1, E/W +50
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Committee Ruling

The Committee decided that even though the Law states that in the case of a contested claim, any doubtful tricks should be resolved against the claimer and while playing three rounds of diamonds first, thinking that the ♦A was gone was just as logical as playing three rounds of clubs, South had not been given the opportunity by West to completely state her line of play. Because of his rude interruption, the Committee could not determine what she would have stated. The Committee decided to award average to each side. East/West did not attend the hearing or West would have been chastised for his rude behavior.

Committee Members

Chair	Jan Cohen
Member	Phil Brady
Member	Robert Glasson

Commentary

Colker: I disagree with this decision. I believe that both sides should have received assigned scores of Average Minus (not Average). South's claim was improper and West's interruption and haranguing were even more inappropriate and offensive. Additionally, I believe that West's behavior warranted having the incident recorded so that future occurrences could be dealt with appropriately by a Conduct and Ethics Committee.

Goldman: I agree with the Committee's decision.

Meckstroth: I believe that the situation was mishandled by the Director.

Passell: This was a wimpy, wishy-washy decision.

Rosenberg: I would have punished West for interrupting the claim and I would have let that result stand, +430 for North/South.

Weinstein: Assuming I could legally do so, I would have given both sides the worst of it. North/South made a bad claim. East/West agreed to +430 at the table. The Director was not allowed to make a ruling. An adjustment was made later. East/West did not appear before the Committee, West's behavior should have been recorded even if he was not present to be chastised.

Wolff: This was an almost impossible case to adjudicate. Instead of two average scores, why not two Average Minus scores? It would have been fairer to the field, to the Tournament Directors, and to the Committee who wasted precious time.

Subject of Appeal: Misinformation	Event: Charity Pairs	Case: 36
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Auction

West	North	East	South
			1♥
Pass	1NT ¹	Pass	3♣
Pass	3NT	Pass	Pass
Pass			

Explanation of Special Calls and Points of Contention

1: Alerted, Forcing One Round

Hand Record

Board		N	
Dealer	S	♠ Q108	
		♥ 76	
Vul	E/W	♦ AJ98542	
		♣ 8	
W			
		♠ J732	E
		♥ K853	♠ 954
		♦ 75	♥ A2
		♣ 1097	♦ KQ3
			♣ QJ643
		S	
		♠ AK6	
		♥ QJ1094	
		♦ 10	
		♣ AK52	

Final Contract	Result of Play	Score	Opening Lead
3NT by N	Made 5	N/S +460	♦K

Facts

After the auction, East asked for a review. North reviewed the auction and added that North/South played Flannery, so a bid of 1♠ over 1♥ would have shown a five-card spade suit. East drew the inference that North wouldn't have volunteered this information unless he indeed had four spades. East claimed this influenced him to lead the ♦K which resulted in +460 for North/South. East/West did not ask for an adjustment. They only believed that North should have been admonished for offering gratuitous information which had nothing to do with this hand.

Director Ruling

Brian Moran, without making a formal statement, said that the Directors considered the "Flannery Alert" of 1NT a Special Alert, implying that North was more likely to have been in jeopardy if he had not added his comment. The Director allowed the table result, 3NT by North, making five, N/S +460, to stand.

Director's Ruling	3NT by N, Made 5, N/S +460
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Committee Ruling

The agreed with the Director that North acted correctly. The Committee disagreed with East's assumption that North would only have given the additional information when it matched his actual hand. The Committee also felt that the lead of the ♦K was a poor choice since North was likely to have at least four or five diamonds. The table result, 3NT by North, making five, N/S +460, was allowed to stand. The Committee deemed the appeal to be substantially without merit, but only assessed East/West a one matchpoint penalty, due to the lack of education available regarding Special Alerts.

Committee Members

Chair	Phil Brady
Member	Ed Lazarus
Member	George Dawkins

Commentary

Colker: A good ruling by the Director and a good decision by the Committee (especially regarding North's jeopardy had he not added his comment.

Goldman: I disagree all around! 1NT not denying four spades may become a "Special Alert" on the new Alert chart. I doubt such information existed in the public domain at the time of this case.

If East/West did not ask for an adjustment for themselves, how can they be given a penalty?

I think the issue was whether North thought there was a legal obligation to make his gratuitous statement. If he didn't and there wasn't any such obligation, penalties and adjustments were in order.

I wouldn't have considered making his statement no matter what the laws were! East should have been commended for following up on the issue as he did, rather than having been chastised. The quality of the ♦K lead should only have become an issue if a score adjustment was warranted.

I believe comments like North's are a violation of Law 73D2. "It is grossly improper to attempt to mislead an opponent by means of a remark or gesture.....". I also believe an adjustment would have been consistent with recent rulings about hesitations that could or should have been known to possibly mislead opponents while having no legitimate problem.

The makers need to establish clear guidelines for required and improper statements about one's own hand.

LeBendig: I have trouble believing this happened. After the auction ended, North made no attempt to suggest that 1NT was a Special Alert. That would have been the appropriate time to have offered that information if he believed his side had failed to obey the Laws. Instead, he sat there until East asked for a review and then added this gratuitous information without any questions having been asked about the auction. How could we have ever perceived this as being required by Law? I would have considered this a violation of Law 73D2. We have found players guilty of violating Law 73D1 and 73D2 for actions a lot more subtle than this was.

I appreciated East's attempt to bring this action to our attention without any request for an adjustment. I was ashamed that we sent him away with no finding against North and a procedural penalty.

For the record, let's say you knew 1NT was a Special Alert for the reasons given and your partner had merely said "Alert." After the final pass and looking at your three spades, would you actually have been capable of saying there had been misinformation and further explaining that you only denied holding five spades? What feels right to you?

I recently had a long discussion with Edgar Kaplan about situations of this nature. He assured me that if it had been done right after the final pass, the further disclosure could not have been suggested as improper regardless of what cards he held. He then added a wonderful thought. There could still have been a penalty issued since the partner had failed to give accurate information at the appropriate time. Think about it.....

Meckstroth: This was a good decision.

Passell: This was another case for clear-cut rules in this area.

Rosenberg: This was a good decision. I disagree with the procedural penalty.

Treadwell: This was the first time I have ever heard that the 1NT call was a Special Alert if you play Flannery. I play Flannery with about half of the many partners I contend with and my decision to bid 1♠ after a 1♥ opening has little to do with whether we are playing Flannery. If a pair had a firm agreement that a five-card (or longer) suit must have been held to bid 1♠, then I suppose it was a Special Alert, but this was not a very smart way to play. The procedural penalty of one matchpoint was about right for East/West.

Weinstein: I don't quite understand the Committee's decision. Unless 1NT was Special Alerted, I don't understand why East/West were assessed a matchpoint penalty or the comment about "only one matchpoint because of the lack of education." The whole area of giving correct, but unsolicited information and inferences that could benefit the offending side are very delicate. I don't like the idea, but I'm not sure what the best policy is and I'm looking forward to other comments on this situation.

Wolff: We end with one of the worst decisions. It could be argued that the "Law" was followed. However, it should have been South and not North who mentioned Flannery. Once he didn't, consider North/South offenders. Instead of getting the worst of it, North went to work and "confessed" Flannery, which could only help him. Taking undue advantage of the laws should have been a violation of Active Ethics and punishable. East/West deserved their -460. North/South should have scored -50, a result that was possible after a club lead and, for money, a Daily Bulletin write-up with names.

Closing Comments

Allison: I haven't got much to say about Appeals, having been on a bit of a sabbatical due to family issues. My general observation, however, stems from a note I found on the Bulletin Board in Compuserve. It said, more or less, that, given a break in tempo, the partner of the offender needed to have 100% action before he was allowed to bid. I feel that this misinformation (and I told the party it was such) stems from the recent more adamant position of some influential parties of "if it hesitates, shoot it," to quote Bobby Goldman. I am less and less enamored of the continued move in that direction by Committees. It seems that "could advance one logical alternative over the other" is being somewhat over interpreted and litigiousness is being encouraged.

Colker: Committees continue too often to fail to assess appropriate procedural penalties for serious ethical infractions and frivolous appeals. These penalties should be assessed on a more consistent basis regardless of whether any "intent" was involved and whether or not the Committee "believed" the offenders or empathized with them.

As in the previous casebook, I am heartened to find no instances of Committees making "split decisions." Maybe this procedure is finally (and deservedly) on its way to being eliminated.

As I stated previously in this forum, "Although correct decisions can certainly be reached by a Committee of One, they strike me as being time bombs waiting to explode. Worse than that, our continued use of them sets an uncomfortable precedent for potential misuse. Their appearance in these pages might easily be misinterpreted as an endorsement of their use at Regional or Sectional Tournaments, or (even more likely) at other games where competent, experienced Committee people might be hard to come by. Some organizations might even be tempted to adopt the procedure simply to save the expense or inconvenience of using normal sized (3-5 person) Committees. Even more dangerous is that some areas might adopt them to allow a local individual who is commonly perceived as being knowledgeable in appeals matters to single-handedly take over the adjudication process thinking that this will insure uniformly good rulings. Unfortunately, nothing is likely to be further from the truth. I strongly recommend that we officially eliminate the Committee of One from all cases at NABCs, even for secondary events, and that we discourage their use in all other situations. Three inexperienced Committee people are better than one pseudo-expert and five are better than three. What little we might lose in convenience, we will more than make up for by avoiding future problems resulting from their use by others." I emphatically reaffirm this position here.

Finally, the write-ups of appeals cases are getting better and better with each new casebook. This is due in no small part to the efforts of John Blubaugh and I applaud his work. I would like to see more consistency in reporting the names of any Directors involved in the case rulings (both at the table, as well as in consultation). We are all equally in need of improvement in the quality and consistency of our rulings.

Goldman: The quality of the case reports continues to improve and I no longer view this as a problem.

The #1 ongoing problem is that the rule makers have left too many loopholes in their rules. This goes for the Laws Commission, the Alert regulators, the Active Ethics promulgators, and others with power over how the game should be played. The spirit of the game and the Laws of the game have to converge, if not coincide. Committee members should not be forced to guess at or judge many of the recurring issues that come before them. Authoritative Laws and regulations have to spell out exactly how recurring violations are to be dealt with in clear language if we ever hope to see uniformity of Committee decisions.

One such area that needs addressing is statements about one's own hand within the Alert procedure. We need clear guidelines for what is required when partner has not fully done his job and what is improper. I would propose:

"Information that is given to the opponents should be provided by the partner of the bidder (so as not to be influenced by the actual holding). When the partner has neglected to provide full or completely accurate information as per the partnership's agreements, then the bidder has an obligation to correct such information, but only to the degree that such corrections conform to his hand."

What is occurring in the area of hesitations is distressing me more and more. The notion that a pair who calls a Director asking for a score adjustment is an "innocent" needs to be thrown into the same heap as the notion that the O.J. Simpson trial is about finding out the truth. By law, a hesitator is not an offender. His partner, who may have taken advantage of the hesitation, is a suspect. He is suspected of trying to use the hesitation to get something he isn't entitled to. But, those who call the Director asking for an adjustment are also suspects. They should be suspected of trying to get something to which they are not entitled. My main point here is both sides need to be entered into the judgment process in a more equal manner. The common trend today is a bid after a hesitation, a call for a Director, a cursory examination of the issue, and a ruling in favor of the "non-offending" side. This results in jeopardy in a hearing for one side and a "free shot" for the other side. Sometimes it is really free because the hesitating side is not motivated to take the time to appeal.

The next element of "hesitation rulings" that bothers me is the excess awards given to the "non-offending side." Sometimes they are "fixed," and their result should be scored the same as all other fixes. For a "non-offending side" to receive a score adjustment, all of the following should be demonstrated:

1. The questioned bid did not meet the guidelines of acceptability.
2. The opponents did not gain an equity advantage by the purported infraction, bidding and making a poor slam is a fix, not an ethical injury.
3. The "hesitator's problem must conform to the claimed advantage that was taken. Thus, if a bidder's actual problem is thinking of passing 2♠ or raising to 3♠ and the partner is accused of going to 4♠ with insufficient values thinking the hesitation implied a 3 1/2♠ bid, there is no valid claim of being taken advantage of.

The description above just addressed adjustments for the “non-offending side.” More stringent restrictions may be appropriate for the offenders, and of course Committees should be firm in applying procedural penalties for blatantly taking advantage of illicitly obtained information.

Another element of “hesitations” policy that I would like to see implemented is a much lower standard of reasonableness when the hesitation occurs after a “make life difficult” convention like MULTI or a 10-12 HCP NT. In these cases, a standard of 51% to perhaps 70% of peers would be more appropriate, while the standard of users of such conventions should be set very high.

LeBendig: I’m really pleased with the improvement in the write-ups by both the Chairpeople and the dissenters. This allows the commentators to be much more accurate in their analysis of what the Committee was thinking when they reached their decision. We clearly have room for improvement (I am including myself).

I do believe that we need to be more understanding how Flight B and Flight C appeals are dealt with. The Committees are frequently in a much better position to judge the expertise level of the players involved. We must view their actions on a different level than we would our peers. Sometimes they get what we would consider the best of these situations. Other times, we take away what might be considered a standard “expert” bid because we believe they were led there and didn’t possess the necessary background to have come up with the solution.

I have been hearing more and more comments that we should be publishing the names of the parties involved in these cases. That would certainly give more of us an insight into which players are constantly in front of a Committee for the same types of complaints. It would also be nice to know which players are bringing a lot of cases. That might indicate another type of problem. We have been publishing the names of players involved in Conduct and Ethics cases for several years now. Perhaps the time has come to publish names in bridge matters. I actually think this might help reduce the number of appeals filed. Certainly, that would be good.

Because of the proliferation of events, I would like everyone to understand that we might be seeing more examples of the Committee of One. This concept was introduced for one reason only, to offer players a chance to have their appeal heard when there was no way to form a Committee for a period of time. Some events finish one hour before the main events and no Committee members are in that event or are unable to serve. We always try to convince the parties involved to wait until a full Committee can be formed. Sometimes they are unwilling to do that. They are always unhappy when they can’t be serviced at that time. We will offer them this option provided both sides agree in writing that they would prefer this adjudication. The screeners are instructed not to offer this choice if the case is very complex. I view this as offering more service to our membership. We do try to be selective about who is qualified to serve in this capacity. It should always be a respected member of the Committee who is quite capable of arguing with himself or herself. I believe this concept would not be appropriate at most Regional Tournaments. This is a practice that has been used quite successfully in the real legal world.

Meckstroth: I am very pleased with the Phoenix decisions. There were almost no ridiculous decisions. Well done Committee members! I want to stress again the importance of including the names of appellants in these booklets, at least those of Flight A and NABC levels. Wouldn’t we, as Committee members, want to know if the appellants in future cases were the hesitating pair from Case One and Case Two? Sure we would! We would be so much better off in rendering fair and equitable decisions by seeing repetitive patterns of numerous problem pairs. If a pair practices Active Ethics, they certainly have nothing to fear from any and all appeals they may be involved in.

Rosenberg: I would like to see a booklet published covering as many types of situations as possible. This would increase understanding and might create more uniform decisions. I believe that headway is being made, I just want it to get better.

Treadwell: The large number of cases handled in Phoenix (what a change from Minneapolis!) were, for the most part, handled very well. We still, perhaps, need a better and more detailed write-up from the Committee Chairmen and I plead the Fifth Amendment insofar as my own performance was concerned. I do solemnly promise to do better in the future.

Weinstein: The Committee write-ups seem to be ever improving and the Committee decisions (except for Cases Seven, Nine, and Nineteen) seem reasonable even if I don’t agree 100% with them. The Directors also appear to be making better and more consistent rulings. Often the Director will make a ruling at the table and the Committee will overturn it (as in Case Twenty-Five), yet, both made the correct ruling in their context. The Directors seem to take offense to this, but if both are making perfect rulings, there should be rulings that are overturned in Committee.

Several of the cases seem to imply poor conduct at the table and a lack of sportsmanship in general without the Committees addressing the misbehavior. Although this may have improved over the years, I wish the Directors would assess procedural penalties for obnoxious behavior.

Bridge is a thinking game. The one trend I find disturbing is that we are moving away from being able to think when it is necessary for an appropriate amount of time because of the danger of creating unauthorized information or accidentally misleading the opponents. It is impossible to make all bids in instantaneous tempo. However, if a player makes any bids in possibly competitive or sensitive situation quickly, he gives away unauthorized information. Several Committees hinged upon what constituted a break in tempo. We should be moving toward requiring an appropriate uniform tempo for all situations not just after skip bids.

The precarious area is what falls under Law 73 (essentially misleading the opponents). When a player believes he has something to think about, he should not have to worry whether Declarer (or conceivably a defender) is going to draw some false inference from the thought. As long as the time spent thinking has any reasonable bridge merit (determined by

a Director or Committee if necessary), then Law 73 should not be applicable. The trend toward better, uniform Active Ethics is laudable and necessary. We must try to achieve that goal without creating a climate of apprehension and resentment (especially among the non-expert community).

One last suggestion - let's publish the names of those who appear (or are supposed to appear) in front of the Committees. It might discourage those who tend to be too litigious and might promote Active Ethics for others whom might not be inclined to see their names appear in print.

Wolff: We have lots of work to do and miles to go before we improve. I hope we can institute some of my suggestions for new procedures at the International Team Trials in June, 1995.