



American Contract Bridge League

Presents

They Had Their Beans Baked In Beantown



Appeals at the 1999 Fall NABC

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Abbreviations used in this casebook:

AI	Authorized Information
AWMPP	Appeal Without Merit Penalty Point
LA	Logical Alternative
MI	Misinformation
PP	Procedural Penalty
UI	Unauthorized Information

FOREWORD

We continue with our presentation of appeals from NABC tournaments. As always, our goal is to provide information and to foster change for the better in a manner that is entertaining, instructive and stimulating.

The ACBL Board of Directors is testing a new appeals process at NABCs in 1999 and 2000 in which a Committee (called a Panel) comprised of pre-selected top Directors will hear appeals at NABCs from non-NABC+ events (including side games, regional events and restricted NABC events). Appeals from NABC+ events will continue to be heard by the National Appeals Committees (NAC). We will review both types of cases as we always have traditional Committee cases.

Panelists were sent all cases and invited to comment on and rate each Director ruling and Panel/Committee decision. Not every panelist will comment on every case. Ratings (averaged over panelists and expressed as percentages) are presented along with each write-up and again in a table at the end of the casebook, which also includes separate summaries for Panels and Committees and an overall summary.

Numerical ratings are provided to summarize our assessment of Director and Panel/Committee performance. They are not intended, nor should they be used, to compare the performance of Directors and Panels/Committees as each group is evaluated on a different set of criteria: Directors are rated on their handling of the situation at the table including determining facts, applying the appropriate laws, and making a ruling which allows the game to progress normally —expecting that it may be reviewed and possibly overturned on appeal; Panels/Committees are rated on their fact finding, application of law, and use of bridge judgment appropriate to the level of the event and the players involved. (Note: Ratings can be affected by panelists' views of the use, or lack of use, of PPs and AWMPPs.)

Table rulings are typically made after consultation among Directors, including the DIC of the event (who is responsible for the final ruling). This is true even if we occasionally lapse and refer to a ruling as the table Director's. At management's request, only the DIC's name is included in each write-up.

Panels are expected to obtain bridge advice from expert players on each case. They should be judged on the players chosen and their use of the input received.

Ambiguity Department. Write-ups often refer to such things as "an X-second break in tempo." Our policy is to treat all tempo references as the *total time* taken for the call (unless otherwise specified) and *not* how much longer than "normal" the call took (which poses the additional problem of what is "normal" for the given auction). Chairmen and scribes should adjust their reports accordingly.

Mild Disclaimer Department. While we try to insure that the write-ups that appear in these pages are complete and accurate, we can offer no guarantees. Since even minor changes in the reported facts can affect our evaluations, the opinions we express are valid only for cases which match the facts reported. Otherwise, the discussions here should be regarded as theoretical exercises only.

New Format: For readers who have had difficulty distinguishing the editor's comments from those of the panelists, beginning with this edition we have inserted a symbol (a hand holding a pen) before each editorial passage. We hope this helps.

And finally, my thanks everyone whose efforts help to make these casebooks possible: the scribes, reviewers and chairmen who labor to chronicle the details of each case; the panelists for their hard work and devotion to a truly arduous task for which they receive only our praise (and occasional abuse); and, of course, Linda Trent, NABC Appeals Manager. My sincere thanks to all of you. I hope my efforts have not in any way diminished your work.

Rich Colker,
May, 2000

THE EXPERT PANEL

Henry Bethe, 56, was born in Los Alamos, NM. He is a graduate of Columbia University and currently resides in Ithaca, NY. He has a son, Paul. His other interests include stamp collecting, baseball statistics and other mathematical recreations. He is a Team Leader of the National Appeals Committee. He won the Life Master Men's Pairs in 1969 but is proudest of winning the third bracket of a Regional Knockout partnered by his son Paul at the Chicago NABC.

Bart Bramley, 52, was born in Poughkeepsie, NY. He grew up in Connecticut and Boston and is a graduate of MIT. He credits Ken Lebensold as an essential influence in his bridge development. He currently resides in Chicago with his longtime companion Judy Wadas. He is a stock options trader at the CBOE. Bart is a sports fan (especially baseball and specifically the NY Yankees), a golf enthusiast, a Deadhead and enjoys word games. He was 1997 Player of the Year. His NABC wins include the 1989 Reno Vanderbilt and the 1997 Reisinger. In 1998 he was second in the World Par Contest and third in the Rosenblum Teams. He also played in the 1991 Bermuda Bowl and captained the 1996 U.S. Olympiad team.

Jon Brissman, 55, was born in Abilene, TX. He attended Purdue University and earned a B.A. from Parsons College, an M.A. from Northeast Missouri State University, and a J.D. from Western State University College of Law. He operates a small law office in San Bernardino, California, teaches at the Los Angeles College of Chiropractic, and serves as a judge pro tem in small claims and municipal court. He was Co-Chairman of the National Appeals Committee from 1982-88 and was reappointed in 1997. A Good Will Committee member, he believes that a pleasant demeanor coaxes forth his partnership's best efforts.

Ralph Cohen, 73, was born in Montreal, PQ. He currently resides in Memphis, TN. He has held several positions with the ACBL from 1971 until 1991 including Executive Director from 1984 to 1986. He has been a member of ACBL Laws Commission since 1984 and is currently a Co-Chairman. He is a Vice-Chairman of the WBF Laws Committee. He wrote the *Ruling the Game* column for two years along with other contributions for *The ACBL Bridge Bulletin*. He represented Canada in the World Team Olympiad in 1964 and has won four National Championships. He has been attending NABCs since 1947.

Grattan Endicott, 76, was born in Coventry, England and currently resides in Liverpool. He is divorced and has two sons, three granddaughters, one grandson and one great granddaughter. His late brother has furnished him with multitudinous blood relations across Canada including a great-great niece. He was invested in 1998 by the Queen as an Officer of the Order of the British Empire (OBE). He has been a dedicated member of many Laws Committees and is currently the secretary of the WBF Laws Committee. He has kept impeccable records and is a respected authority on the chronology of Laws interpretations.

Ron Gerard, 56, was born in New York. He is a graduate of Harvard and Michigan Law School (JD). He currently resides in White Plains, NY with his wife Joan (District 3 Director), where he is an attorney. Ron is a college basketball fan and enjoys classical music and tennis. He is proudest of winning both the Spingold and Blue Ribbon Pairs in 1981. Each year from 1990 to 1995 he made it to at least the round of eight in the Vanderbilt; he played in three finals (winning in Fort Worth in 1990) and one semi-final without playing once on a professional team.

Ton Kooijman, 58, was born in Rotterdam, The Netherlands, and currently resides in Gouda with his wife Annelie. He has two grown children. Ton is an inspector in agricultural schools, higher vocational schools and a university. In his spare time he enjoys stamp collecting, reading and drinking wine. He is one of three Chief

Tournament Directors in the European Bridge League and has been the Operations Director of the WBF since 1991. He is Chairman of the WBF Laws Committee (succeeding Edgar Kaplan) and has been a member since 1993.

Chris Patrias, 50, was born in North Carolina and now lives in the St Louis area with his wife, Charlotte, and their two dogs. He is a graduate of the University of Minnesota. He has been directing bridge tournaments since 1977 and is a salaried ACBL National Director.

Jeffrey Polisner, 60, was born in Buffalo, NY and currently resides in Northern CA where he has been a practicing attorney since 1967. He is a graduate of Ohio State University (BS) and obtained his JD from Case Western Reserve. He is currently the WBF Counsel and former ACBL League Counsel. He is a member of the ACBL and WBF Laws Commissions and former Co-Chairman of the ACBL National Appeals Committee.

Barry Rigal, 42, was born in London, England. He currently resides in New York City with his wife, Sue Picus. A bridge writer and analyst, he contributes to many periodicals worldwide and is the author of the book, *Precision in the Nineties*. He enjoys theater, music, arts, and travel. Barry is also an outstanding Vugraph commentator, demonstrating an extensive knowledge of bidding systems played by pairs all over the world. He coached the USA I team to the Venice Cup in 1997. He is proudest of his fourth-place finish in the 1990 Geneva World Mixed Pairs and winning the Common Market Mixed Teams in 1987 and the Gold Cup in 1991.

Michael Rosenberg, 46, 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. His hobbies include music. Widely regarded as the expert's expert, Michael won the Rosenblum KO and was second in the Open Pairs in the 1994 World Championships. He was the ACBL Player of the Year in 1994 and won the World Par Contest at the 1998 World Championships. He believes the bridge accomplishment he will be proudest of is still in the future. Michael is a leading spokesman for ethical bridge play and for policies that encourage higher standards.

David Stevenson, 53, was born in Kumasi, Gold Coast. He currently resides in Liverpool, England with his wife Elizabeth and his two cats, Quango and Nanki Poo. His hobbies include anything to do with cats and trains. David's many titles as a player include Great Britain's premier pairs event, the Grand Masters, twice. He is currently active internationally as a Director and Appeals Committee member and previously served as the Welsh Bridge Union's Chief Tournament Director.

Dave Treadwell, 87, was born in Belleville, NJ, and currently resides in Wilmington, DE. He is a retired Chemical Engineer, a graduate of MIT, and was employed by DuPont for more than 40 years where he was involved in the production of Teflon for introduction to the marketplace. He has three grown children, three grandchildren and two great-grandchildren. His hobbies include blackjack and magic squares. 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, 47, was born in Minneapolis and graduated 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, Chairman of the ACBL's Conventions and Competition Committee and has been a National Appeals Committee member since 1987. He has won five National Championships and is proudest of his 1993 Kansas City Vanderbilt win.

CASE ONE

Subject (Tempo): An Alternative—But Not A Logical One

Event: NABC Life Master Pairs, 19 Nov 99, Second Qualifying Session

Bd: 13	Rick Goldstein		
Dlr: North	♠ J		
Vul: Both	♥ 832		
	♦ K62		
	♣ KQ10754		
Paul Nason	Bud Biswas		
♠ 1075	♠ AKQ83		
♥ J107	♥ A965		
♦ J9873	♦ AQ		
♣ 82	♣ J6		
	Laura Brill		
	♠ 9642		
	♥ KQ4		
	♦ 1054		
	♣ A93		
West	North	East	South
	Pass	1♠	Pass
Pass	2♣	2♥	3♣
Pass	Pass	Dbl(1)	Pass
3♠	All Pass		
(1) Break in tempo			

The Facts: 3♠ made three, +140 for E/W. The Director was called when it took East 10 seconds (agreed by all players) to double 3♣. The Director ruled that pass was a LA to 3♠. The contract was changed to 3♣ doubled, made three, +670 for N/S.

The Appeal: E/W appealed the Director's ruling. East did not attend the hearing and West was in a hurry to catch a train. As the facts were not in dispute and both parties were receptive to the idea, an abbreviated fact-finding session ensued with both sides stating their case. West then left. West stated that his own club length told him that East's double was manifestly not based on a trump stack. His own length in both majors detracted from his partner's tricks on defense while increasing the chance that 3♠ would make. He believed that bidding 3♠ was simply a bridge valuation and that the tempo of the double was irrelevant. E/W

had played together twice in the last year—the length of the partnership. N/S believed that a slow double made West's removal to 3♠ more attractive. At the vulnerability the chance of +200 from 3♣ doubled and -200 from 3♠ were real.

The Committee Decision: The Committee was of the opinion that the correct bridge bid with the West cards was to remove the double of 3♣ to 3♠. While at any other vulnerability there would clearly be no LA to this action because of the major-suit length, here it was worth further consideration to ensure that the same logic applied. How significant was the chance of turning +200 into +140 (or even -100 or worse)? The Committee decided that, notwithstanding the vulnerability and although passing might be an alternative, it was not a LA. The Committee changed the contract to 3♠ made three, +140 for E/W.

DIC of Event: Henry Cukoff

Committee: Barry Rigal (chair), Phil Brady, Dick Budd, Jerry Gaer, Jon Wittes

Directors' Ruling: 77.9

Committee's Decision: 87.6

Since there was clearly a break in tempo (agreed by all), the next step is to consider what UI it conveyed. Could East be off-shape (say 5-4-3-1 for a penalty-oriented double or 5-4-1-3 for a takeout-oriented double)? Hardly, since the auction promises no specific distribution beyond five-four in the majors. This double shows only extra high-card strength, so East could be under-valued. Usually slow non-forcing passes show extras but here the slow double might suggest inadequate

trumps or a poor hand for defending. (Have you discussed this double with your partners? Is it takeout? Penalty? Spike Lee—"Do the right thing!?!") Whatever the double means, one thing is certain: East must be prepared to hear his partner pass—and so he was.

If the slow double suggests pulling, then is pass a LA for West? West's hand easily suggests bidding over defending and my personal opinion is that 3♣ is clear. So I believe the Committee got this one right: West's own hand told him it was right to bid and the hesitation suggested nothing clear. Had I been West I wouldn't know what East's hesitation meant: East clearly isn't under-valued, he has good defense and is prepared for whatever West does. In fact, I can't imagine what he was actually thinking about.

As for the table ruling, we would like our Directors to apply "expert" bridge judgment to all of their decisions, but that may not be very realistic. Passing 3♣ doubled here is not good bridge, but there may be just enough doubt about whether some players *might* pass the double to make the ruling acceptable. While I would have preferred it had the Directors let the table result stand, it was not egregious to rule against the offenders (E/W) and leave it up to a Committee sort it all out.

We welcome the first of our two new panel members. Ton Kooijman is a Chief Tournament Director for the EBL and the Chairman of the WBF Laws Committee. Ton likes the Committee's decision but disagrees with the table ruling.

Kooijman: "A Director not allowing the 3♠ bid knows for 100+% that E/W will appeal and should have considered a braver decision. Maybe he did. I would have allowed the 3♠ bid and told N/S that the era of 'automatic' rulings in favor of the non-offenders has ended. I don't follow the subtle distinction between an alternative and the logical sub-collection; the laws are partly at fault here for using terms they do not explain. Is this the difference between just considering a call and some peers deciding to make it? Anyway, the Committee took 'my' decision."

Ton has focused on one of my ongoing disagreements with ACBL Laws Commission. The idea that a LA is an action that would be "seriously considered" is much too vague. Like Ton, I would like to see a LA redefined as an action that would actually be chosen by a non-negligible number of the player's peers.

Bethe: "I suppose the Director made the right ruling—E/W should be the appealing pair. Going through the process: was there a break in tempo? Yes, stipulated. Did it present UI? The bid itself says 'I have as yet undisclosed values, which may be suitable for both offense or defense.' The break in tempo says 'It may be close whether I should bid immediately or double' or it says 'It may be close whether to double or pass.' It does not say which. So the UI is that the decision was close. Generally the information that a decision among three alternatives was close is not helpful to partner, provided the indecision is indicated by some positive action, not by a slow pass, which says 'I was thinking about doing something.' This may tilt partner to do something rather than pass. A slow action says 'I was considering doing something else, which might have been a bid or it might have been pass.' It is much less clear how the receiver of stolen goods can use this to advantage.

"Having decided there was UI, does it help West? With West's useful(?) cards being the ♥J10 and three-card spade support, it seems clear that this hand probably has more offensive than defensive value. West would (should) bid 3♣ whether partner doubled fast or slow. A more interesting case would be a protest that West had passed a quick double and partner's hand turned out to be, ♠Jxxxx ♥Axxx ♦AK ♣AK. I believe that a Committee should force West to remove to 3♠."

Bramley: "We've seen this theme at least once before. That time the responder had three spades and *four* hearts along with no defense, but I believe he lost the appeal. At least this Committee got it right. The Director should have, also. When a player bids two suits before doubling, he hardly has room for a trump stack. Instead, he shows extra high cards for his auction. Indeed, the double could be defined as

takeout, but one that will be converted for penalty more often than most takeout doubles when *responder* judges that defense offers the best hope for a good score.

“Other points of interest: First, 10 seconds should not be a telling huddle when a player is deciding to bid for a third time opposite a partner who has passed out his opening bid. Second, the Director call by N/S was brutally litigious. Pressing the attack after dummy arrived was outrageous, despite the favorable ruling. N/S’s failure to allow E/W to play normally induced a terrible ruling and a further waste of everyone’s time to get it corrected in Committee. Had the Director ruled for E/W and had N/S then appealed, I’d have voted to give them an AWMPP.”

R. Cohen: “The Director did his job based on the facts he elicited. Whether pass was a LA for West at his last turn is another matter. Only N/S’s vulnerability even brings it into consideration. I agree with the Committee’s decision. By the way, how did E/W make 3♠?”

✍ I can think of several legitimate ways to make it (not drawing trumps until hearts are played for one).

Treadwell: “An excellent decision by the Committee. We must all reach the point in deciding these matters that bridge logic should be the critical factor. The West cards fairly shout that 3♠ should be bid. The Director, who did not allow the 3♠ call, was not too far off base, since there was a possibility of an infraction by E/W and it is usually appropriate for the side which may have committed an infraction to defend their position before a Committee.”

✍ Our other new panelist is Grattan Endicott of England. Grattan is one of the world’s leading experts on the law of bridge and is the scribe for the WBF Laws Committee. Grattan finds West’s 3♠ bid clearer than many of our other panelists.

Endicott: “It seems East has not been in this position often enough yet to appreciate without much need to think that a double here is not so much penalty or takeout as a statement of substantial reserves of strength for his action to date. The return to spades by West then has no LA, East can easily have a fifth heart.”

✍ The next panelist, while agreeing with the Committee’s final decision (that was the only thing he did agree with), took exception with the way they reached it. His view on the issue of LA may be contrasted with that of the previous panelist.

Gerard: “Abuse of process by N/S, and not for the first time. Suppose we give East an in-tempo double, switching his minor suits and avoiding the diamond jack duplication. Now give North the ♣J instead of the queen and South AQx, 9xx in the minors. 3♣ is still cold, as is 3♠. Whether or not +200 was in the offing for E/W depended on the pure randomness of the N/S holdings, something entirely unrelated to the length of East’s hesitation. Therefore, just to set the tone, my reaction is grump, grump, grump. Grump with the Director, who didn’t put in a full day at the office. Grump with N/S, who apparently don’t understand the concept of cooperative doubles by the opponents. And grump with the Committee, who bailed out on LAs (of course Pass was a LA) when it should have decided that 3♠ wasn’t demonstrably suggested by the huddle.”

✍ Finding this decision closer than the previous panelists...

Brissman: “Close call. The table Director certainly ruled correctly to place the burden of proof in an appeal on the side in possession of UI. The Committee covered all the bases in its deliberations, so I can live with the decision.”

Stevenson: “An interesting view by the AC that pass might be an alternative, but not a LA. The 3♠ bid is blindingly obvious, but the very harsh ACBL interpretation

of a LA is the stumbling block: Would not a number of the players’ peers seriously consider passing 3♣ doubled? There is no doubt the decision feels right, but whether it is right under ACBL interpretations is another matter.”

✍ Whether or not a call is a LA is a matter of judgment. The Laws Commission has given us a definition of LA (a call which some number of the player’s peers would seriously consider) which is ambiguous at best (What does “some number” mean? When is a call “seriously considered”?), so we’re each expected to provide our own opinion. Regular casebook readers will recall past discussions between Ron and I on this issue. This is not the most desirable situation and I’ve been trying (so far unsuccessfully) to get a more objective definition from the LC for several years now. Maybe others could help put more pressure on them.

Now let’s hear from the Committee’s chairman, who seems to be having a bout of second thoughts about his decision.

Rigal: “Appropriate Director ruling. On reflection I am less happy about this decision than I was at the time (actually I was not very happy then either, but the Committee was unanimous and I certainly did not feel strongly enough to dissent). I think bidding 3♠ is the right bridge bid and at any other vulnerability the plus side is more obvious, because collecting one down doubled may not be so great, or one down by you in 3♠ (even doubled) may be a save. But with both sides vulnerable, the position is less clear. On balance, the Committee believed strongly that pulling the double to 3♠ was the proper bid and that the major-suit length was the factor—but the heart length in retrospect is broadly irrelevant. Thus, it is only the third spade that detracts from a hand which has implied next to nothing anyway in defense. If you looked at the E/W hands only, you would say that the decision to pull the double was wrong, would you not? (It needs both heart honors ‘wrong’ for the defense and the four-one spade split for 3♣ to make; still, maybe some of these things are favorite to happen.) If that is the case, then maybe removing the double is not the right bridge bid. In the final analysis, West’s arguments in Committee were cogent and persuaded us that he was thinking about the hand as a bridge player and not as someone influenced by his partner’s tempo.”

✍ Notwithstanding Barry’s doubts, the following panelist is a man alone in his uniform opposition to this Committee’s decision.

Rosenberg: “Not a good start. I sometimes wonder if some Committee members are rooting for the system to be changed from Committee decisions to Director rulings. What else could explain overturning the Director on this one? First, in bridge, no one really knows, especially at matchpoints, what East’s double shows. The failure to double 2♣ would suggest some club length to some, but this is unclear. What *is* clear is that the slow double is not a hand such as ♠Axxxx ♥KQxx ♦A ♣AKx, when the double would have been quick and crisp. Until West can be forced to remove the quick and crisp double, letting him pass the slow double is a very serious matter. What galls me about this type of situation, which comes up a lot, is the idea that a player knows he is going to double but cannot bear to do it in tempo without ‘Alerting’ partner to the uncertainty. Obviously, there is no way of knowing if this East falls into that category. Maybe West would have bid. Maybe he’d go for the magic 200. Who knows?”

✍ Jeff gets the final word.

Polisner: “This is a reasonably close case. Normally, a double in this position has elements of cooperativeness and is not strictly penalty. With that principle in mind, the 3♠ bid is fine; however, it should be noted that if you exchange N/S’s red suits 3♣ doubled goes for 200. Until we change the laws or give the Directors the authority to rule for the correct side and not just in favor of the ‘non-offenders,’ both the Director and the Committee acted properly and correctly.”

CASE TWO

Subject (Tempo): Twice Is Enough
Event: NABC Life Master Pairs, 19 Nov 99, First Qualifying Session

Bd: 9	Dan Jacob		
Dlr: North	♠ 64		
Vul: E/W	♥ AQJ53		
	♦ J4		
	♣ QJ97		
Dennis Kasle	Garey Hayden		
♠ A52	♠ KJ10873		
♥ K8642	♥ 7		
♦ K65	♦ 1092		
♣ K2	♣ 654		
	Bryan Maksymetz		
	♠ Q9		
	♥ 109		
	♦ AQ873		
	♣ A1083		
West	North	East	South
	1NT(1)	Pass	Pass
Dbl(2)	2♥(2)	2♠	Pass(3)
Pass	3♣	All Pass	
(1) 10-12 HCP			
(2) Alerted (see The Facts)			
(3) Alleged break in tempo			

The Facts: 3♣ made four, +130 for N/S. North asked East about the double. Before East could finish his explanation, North requested that he stop. After 2♥ was Alerted, East stated that he asked for no explanation of the bid after which South volunteered that it showed hearts and spades. After East's 2♠, E/W alleged that there was a break in tempo before South passed. The Director was called when the dummy was put down. N/S contended that there had been no hesitation but South did state, "I had a problem." The Director ruled that there had been a break in tempo and that passing 2♠ was a LA for North. The contract was changed to 2♠ made three, +140 for E/W.

The Appeal: N/S appealed the Director's ruling. N/S stated that they did not notice any break in tempo. There was a discussion between East and South concerning the meaning of 2♥ which interrupted the auction. North did not think South had

much in the majors when he didn't double 2♠ or bid 3♥, so he was likely to have a club fit. South said he was considering whether to double 2♠ (which he clearly would have if 2♥ had showed hearts and spades) so it must have been noticeable to North. When asked, North said that South's pass was slightly slower than his other passes but that the situation was difficult to assess because the flow of the tempo changed with the table action after 2♠. E/W estimated that South's total hesitation after 2♠ and the discussion that followed (about the meaning of 2♥) was "5-6 seconds, maybe less, maybe more, but it was a definite break in tempo."

The Committee Decision: The Committee found it likely that there was an unmistakable hesitation by South over 2♠. In reaching this conclusion, they focused more on South's statement ("I was considering doubling 2♠") and the nature of South's hand (rendering some thought virtually certain) than on the length of the hesitation, as to which there was no clear agreement. Having found that an unmistakable hesitation occurred, the Committee held that pass was a LA to 3♣ for North and that bidding was demonstrably suggested. North's 3♣ bid was therefore disallowed. While South might have been considering action on a hand on which no eight-card fit was available (i.e. 3-2-5-3), the indication of extra values beyond a minimum suggested that North's three-level contract would be well placed. The Committee believed that while North's first two bids were marked given the decision to open 1NT, taking further action was not. The contract was changed to 2♠ made three, +140 for E/W.

DIC of Event: Henry Cukoff
Committee: Ron Gerard (chair), Harvey Brody, Abby Heitner, Barbara Nudelman, Riggs Thayer

Directors' Ruling: 93.9 **Committee's Decision: 87.8**

✍ The Committee covered all bases except this one...

Bramley: "N/S committed multiple infractions and came back for more? Give them an AWMPP."

Endicott: "In the WBF the Committee would have left the Director's ruling undisturbed, and charity might well have gained \$50."

✍ Grattan may not be aware that in the ACBL we've done away with monetary deposits for appeals, assessing AWMPPs instead. When a player has accumulated three such points within a three-year span he may be called upon to appear before a conduct committee to explain why he should not be sanctioned for repeated abuse of the appeal process.

R. Cohen: "What has our game evolved into? North opens that piece of garbage, his partner never bids, and he expects to get away with that 3♣ bid? Where is the PP that North earned?"

Kooijman: "Good ruling by the Director. I don't like the appeal nor do I like the 3♣ bid. There is no excuse for the 3♣ bid, but automatic Director rulings invite automatic appeals. Reading the other appeals, why didn't this Committee even consider an AWMPP for N/S? That cost them points."

Bethe: "This case seems to hinge on a decision whether there was a break in tempo. I do not see how North could possibly bid 3♣ without a break in tempo! North has already bid twice on a marginal opening bid and without some help has no reason to expect partner to have anything other than enough high cards to stop the opponents from bidding game. I cannot believe that Blackpoint Ron allowed this appeal to escape—nor can I understand why the Committee did not make an issue of South's mis-Alert of 2♥."

✍ The next panelist agrees in general with the handling of this case but thinks South's volunteering of misleading information about the 2♥ bid actionable.

Stevenson: "Good ruling and decision. However, if it was concluded that South volunteered some misleading information without being asked then the Director and the Committee are required to deal with it: a warning would seem suitable. Even where an infraction is not the basis of a request for a ruling or an appeal the Director or Committee is required by Law 81C6 to deal with it if he or they become aware of it in any manner."

✍ A bit less certain about the merit issue is...

Rigal: "This hesitation/break-in-tempo thing is getting completely out of hand. In an 'unusual' auction a 5-6 seconds pause is standard. Did E/W mean 5-6 seconds more than the normal time for bidding? Well, since both the Director and Committee determined that there was a break in tempo I suppose we have to agree. (This is getting a little close to judicial activism I think—we impute a hesitation because we could not bid in tempo in this auction, but let it pass). That being the case, the decision is clear-cut and I might even have considered giving N/S an AWMPP. Bidding twice more on a mini notrump is taking things too far, and North should know better. If it is worth two more bids it is not a 1NT opening. But since

I am not convinced there really was a break in tempo that would be especially draconian.”

✍ Most of the remaining panelists were content to simply point out that the 3♣ bid cannot be allowed.

Polisner: “Once the factual determination was made that a break in tempo occurred, there is no question that it suggested bidding on the North hand and that pass is a LA for North.”

Treadwell: “Unlike CASE ONE, the North holding does not even come close to shouting that 3♣ be bid, although it is certainly not entirely insane to do so. Hence both the Committee and Director were correct in disallowing the call.”

Rosenberg: “North said he didn’t think South had much in the majors because he didn’t double 2♠ or bid 3♥, so he was likely to have a club fit. But this makes sense only if North *knows* South has a good hand. And how does he know that? Aha! The Committee missed a chance to show North how he unconsciously took advantage of the UI.”

Gerard: “The facts don’t make it clear, but the 2♠ bid preceded the discussion about 2♥. There was some anti-North sentiment because of his 1NT opening (I believe I recall the words ‘Cut my tongue out first’), but the majority view was that such was irrelevant.”

✍ Finally, one panelist found plenty of additional infractions to go around.

Weinstein: “What was the double? It is very convenient to stop an explanation or not ask when one has a clear bid. First North fails to determine the explanation. Then East, by failing to ask about the Alerted 2♥ call, changes the meaning of his 2♠ call to natural from perhaps minor-suit takeout. West now has UI that East’s call was intended as natural. West should be forced to bid over 2♠. South was presumably guilty of MI. North probably was guilty of taking advantage of the huddle and the UI from the explanation (“North did not think South had much in the majors when he didn’t double 2♠.”) These pairs deserve each other. Give everyone the worst of it.”

✍ It’s hard to believe that just a year or so ago Howard thought a keyboard was part of an instrument for making music.

CASE THREE

Subject (Tempo): Ask And Ye Shall Receive; Hesitate And Ye Shall Pay
Event: NABC Life Master Women’s Pairs, 20 Nov 99, First Final Session

Bd: 6	Margaret Klamp		
Dlr: East	♠ Q		
Vul: E/W	♥ 97		
	♦ AKQ1065		
	♣ KJ106		
Lynn Baker	Karen McCallum		
♠ J7654	♠ 982		
♥ A10832	♥ QJ654		
♦ 7	♦ 932		
♣ Q4	♣ 85		
	Jeanette Michienzi		
	♠ AK103		
	♥ K		
	♦ J84		
	♣ A9732		
West	North	East	South
		Pass	1♣
2♦(1)	3♦(2)	3♥	3♠(3)
Pass	4♣(4)	Pass	4♦
Pass	5♦(5)	Pass	6♦
All Pass			
(1) Majors			
(2) Natural and forcing			
(3) Cue-bid			
(4) Natural			
(5) Break in tempo			

The Facts: 6♦ made six, +920 for N/S. Everyone at the table agreed that there had been a lengthy pause (about 30 seconds) before the 5♦ bid. The Director changed the contract to 5♦ made six, +420 for N/S (Laws 16A2 and 12C2).

The Appeal: N/S appealed the Director’s ruling. South stated that she knew she had a heart control that might be the key to slam. North stated that her slow 5♦ was because she was trying to figure out how to ask partner about a heart control. Although N/S played Unusual vs Unusual, they did not extend it to other two-suited situations.

The Committee Decision: The Committee believed that North’s slow 5♦ bid in a forcing auction clearly showed an interest in doing something else. Although South might well bid 6♦ because of her unannounced heart control, she might well pass also. Since the Committee believed that the slow 5♦ bid carried an unmistakable implication of having stronger (and not weaker) alternatives and since passing 5♦ by South was a LA, the contract was changed to 5♦ made six,

+420 for N/S. The Committee decided the appeal lacked merit because both N/S players had substantial experience and should have understood the laws sufficiently to know that this appeal could not succeed. N/S were each assessed an AWMPP.

DIC of Event: Henry Cukoff
Committee: Henry Bethe (chair), Robb Gordon, Doug Heron, Jim Linhart, Robert Schwartz

Directors’ Ruling: 98.8 **Committee’s Decision: 96.3**

✍ This time (compare to CASE TWO) the Committee chose to emphasize the inappropriateness of the appeal with an AWMPP. Most of the panelists agree.

Bethe: “CASES THREE and FOUR were an interesting pair. In CASE THREE the testimony was unambiguous that North had bid in tempo until the 5♦ bid and was then searching for a stronger action than 5♦—condemned out of her own mouth, so to speak. When questioned, the two players agreed that there had been a break

CASE FOUR

Subject (Tempo): Life Gets Slower In The Slam Zone
Event: NABC Life Master Pairs, 20 Nov 99, First Final Session

in tempo, and South said that she thought her singleton heart might be the answer to partner's unvoiced prayer. When asked whether she knew the rules about UI, she said she did. The Committee had no problem awarding the AWMPP."

Bramley: "Apparently North was thinking long instead of hard. A 4♠ bid would have been a much more effective slam try than a huddle."

R. Cohen: "All parties covered with glory except N/S."

Rigal: "If we determine that North must have been thinking of taking stronger action than 5♦ (and it is always persuasive when South accurately gauges her partner's tempo) then the Director ruling is easy enough, and the Committee decision down to the AWMPP seems appropriate."

Polisner: "It's unfortunate that North couldn't figure out to bid 4♠ to focus on hearts, in which case South would Blackwood into 6♦. However, be that as it may, the Director and the Committee did their job correctly."

Treadwell: "Reverse the spade and heart holdings in the North hand and I would be inclined to allow the 6♦ call. As it is, it is quite likely the hesitation suggested a heart control and the bid cannot be allowed."

✍ It is difficult to see how reversing *North's* major-suit holdings could have any bearing on permitting *South's* 6♦ bid. Maybe he meant "in the South hand?"

Brissman: "I like the Committee's decision and reasoning. But we're going to have to do a better job with gender diversity on appeals Committees. An appeal from a Women's event ought to have at least one woman serving."

✍ Well, Jon, who do you suppose can we get to ensure that this sort of thing doesn't happen in the future?

Stevenson: "Good ruling and decision: It is difficult to see that South believed her 6♦ bid followed the constraints of Law 73C. Did South know about Law 73C? Apart from the fact that all experienced players should know it and that it should be mentioned in a Daily Bulletin at an NABC to remind them, I wonder whether the Director was called to reserve rights after the 30-second pause? If so, a competent Director will always warn the partner of Law 73C's contents. Did this happen here?"

✍ Most players wait until they believe the UI may have affected a subsequent call before calling a Director. But ignorance of the Law (73C) is not an excuse.
 One panelist thinks the AWMPP goes a step too far.

Rosenberg: "Pretty funny. The way the write-up reads, it looks as if North thought a slow 5♦ asked for a heart control. Should be no AWMPP in a case like this (no Blackwood slam auction)."

✍ So now it takes a Hesitation Blackwood auction to assess an AWMPP? I suspect, if we tried really hard, we could come up with a few other situations which we could agree warrant an AWMPP when the offenders insist on wasting an Appeal Committee's time.

Bd: 6	David Levy
Dlr: East	♠ Q
Vul: E/W	♥ 97
	♦ AKQ1065
	♣ KJ106
Jack Feagin	Claudia Feagin
♠ J7654	♠ 982
♥ A10832	♥ QJ654
♦ 7	♦ 932
♣ Q4	♣ 85
	Mike Goldsmith
	♠ AK103
	♥ K
	♦ J84
	♣ A9732

West	North	East	South
		Pass	1♠(1)
Pass	2♦(2)	Pass	2NT(3)
Pass	3♣	Pass	3♥(4)
Dbl	4♦	Pass	4♥(5)
Pass	4♠(5)	Pass	5♣(6)
Pass	5♦(7)	Pass	6♦

- All Pass
 (1) Alerted; 4+ ♠'s, canapé style
 (2) Game force
 (3) Natural, wide range
 (4) Cue-bid or needs help for notrump
 (5) Control (slow)
 (6) Passable (slow)
 (7) Ongoing, break in tempo

The Facts: 6♦ made six, +920 for N/S. The Director was called after a review of the auction with explanations but before dummy was tabled. E/W reported long hesitations before 5♣ and 5♦. N/S said that there were other long hesitations. The Director changed the contract to 5♦ made six, +420 for N/S (Law16).

The Appeal: N/S appealed the Director's ruling and were the only players present for the hearing. They said they had a progressively slower auction as the bidding got higher. 5♣ was a suggestion of a contract and 4♦ confirmed good diamonds, thus the 6♦ bid. The Committee explored the N/S agreements in some depth. South could not have rebid 3♣ because his hand was not strong enough; 4♥ over 3♣ would have been a splinter but South did not want to bypass 3NT.

The Committee Decision: The Committee believed there had been no unusual break in tempo for a complex, slam-possible auction. Therefore, no UI was present. The table result of 6♦ made six, +920 for N/S, was restored.

DIC of Event: Henry Cukoff
Committee: Henry Bethe (chair), Robb Gordon, Doug

Heron, Jim Linhart, Robert Schwartz

Directors' Ruling: 91.4 **Committee's Decision: 79.7**

✍ Compare this case with CASE THREE, involving the same deal. Here the evidence is that the whole auction slowed down once the partnership entered the slam zone (with South's 4♥ bid). As I argued in *If It Hesitates, Shoot It!* this is precisely the type of situation where extra time is normal and slower calls are actually in tempo while quick (signoff) actions should be treated as breaks in tempo. The Committee (the same one that heard the previous case) did a fine job in recognizing the difference and deciding the case accordingly.

Bethe: "Here the facts while superficially similar [to the previous case—*Ed.*] were

in fact substantially different. First, the break in tempo was not clear. The testimony was that the auction had gotten progressively slower as the level got higher and that 5♦ was not slow in the general context of the tempo of the auction. Basically, the Committee determined that there was no UI and finished the discussion there. Appropriately.”

Bramley: “While this Committee did well to sort out the differences in two cases from the same deal, I still object to an identical Committee hearing such cases.”

Polisner: “Since the first step in the analysis is the factual determination of whether or not there was a tempo which was unusual under the circumstances, once the determination is in the negative, the table result stands.”

Rigal: “The Director made what seems to me to be the right ruling when he determined that in the case of a potential infraction the score should be adjusted against N/S. The Committee also correctly drew the inference that N/S had had a slow and complex auction where the final protested action of 5♦ over 5♣ passed no additional message. Thus they came to the proper conclusion to my mind—particularly in the context that I believe N/S may not be a regular partnership? If they were, I’d be more likely to leave the Director’s ruling in place.”

Rosenberg: “I had a long talk with Rich Colker after these Nationals and it convinced me, for the first time, to change some of my thinking. This is the sort of case that in the past I would not have allowed the 6♦ bid. But now, I’ll say it’s okay for the reason stated by the Committee. So if you don’t agree on this one, Rich, it’s your fault for confusing me.”

☞ Fear not, Michael, I wouldn’t let you down (or set you up).

Treadwell: “Unlike CASE THREE, for the same hand, N/S had a more or less sensible, but slow, auction. In such cases, since all of the later bids were made at a slow pace, it is difficult to see how there was any UI. Good decision.”

Weinstein: “I don’t know about the break in tempo but the alleged break in tempo could easily have been from considering passing 5♣. It therefore doesn’t demonstrably suggest 6♦.”

Stevenson: “A reasonable conclusion. I just wonder what a fast 5♦ would have implied.”

Endicott: “The auction is complex but neither competitive nor testing on the part of the opposition. I loyally accept the Committee’s decision, but would prefer pairs whose paths are generally complex to achieve, with minimum delay, smooth judgments based on comfortable familiarity with their methods.”

☞ That’s fine for experienced partnerships. In many events, even NABC+ ones, partnerships are formed not long before game time. While we’d all like to see smooth-flowing auctions, often that’s just not in the nature of the game—even for practiced pairs. Even top pairs in World competition display much the same tempo as here: the auction slows down as the possibility of slam arises. We need to accept this as reality and not penalize players who make close, difficult decisions after due reflection—especially when the evidence is clear (as here) that reflection is an ongoing feature of the auction.

Sensing something shady is...

R. Cohen: “Looks like EW should have attended the hearing. Were any Alerts given for 3♥? 4♥? Elsewhere? It feels like N/S got away with something here, but no one was at the hearing to naysay N/S’s testimony.”

☞ Control-showing bids in slam auctions are not Alertable during the auction (certainly not when they are above 3NT, beginning with opener’s rebid). Since the Director wasn’t called until the auction had been reviewed and explained, we can accept that all bids (especially the annotated ones) were properly post-Alerted. As for N/S “getting away with something,” one could say that about many auctions that contain pauses (and many which don’t). We need more than vague suspicions and if-only-the-opponents-were-there-to-dispute-their-statements rationale. If E/W had anything to dispute they could have attended the hearing and had their say. When they didn’t, just maybe they had nothing further to say or to contest.

Our last two panelists oppose this decision. Let’s consider their arguments.

Kooijman: “No alternative for the Director but to adjust the score. I am missing the point in the Committee’s statement that these breaks in tempo were acceptable because of the slam zone they had entered. Peculiar. But the decision becomes easy then. And how consistent is this one compared with CASE THREE? Giving a slow cue-bid (4♠) the message is showing doubt about slam. The hesitation combining 5♦ shows interest in slam. I wouldn’t have allowed 6♦.”

☞ In order to adjust the score, there must be a break in tempo. But the expected tempo in different types of situations is not the same. Even the WBF’s new Code of Practice (see the Special Section following the Editor’s Closing Comments) allows that hesitations in the later stages of complicated or competitive auctions do not necessarily create UI implications and the time frame for such calls must be kept flexible. When an auction may be presumed to be difficult due to the growing information demands and the difficulty of the judgments which need to be made, players need to be afforded extra time for making their calls. That’s what the Committee here recognized when *all* of the calls in the latter auction (not just the one involving the alleged break) were made slowly. The difference between this situation and the one in CASE THREE is precisely that the slam implications of the auction here are clear; thus, we expect a different standard to be applied.

Gerard: “No, no, no. South changed his valuation somewhere between 5♣ and 6♦ and we all know where it happened. South cuebid for diamonds (4♥), signed off in 5♣ and then bid a slam when North showed extra values the old-fashioned way. What am I missing here? That North could have been thinking about passing 5♣? Duh, bridge for sale. South underbid at his prior turn—obviously there was no 4NT in his bidding box—so how can you let him decide that his bad hand became a good hand? What would North do with ♠x ♥xx ♦AKQ10xx ♣QJxx? Just switch South’s round-suit honors to see why North would make all the same bids. Over 4♠, South has to make a judgment and stick to it unless the earth moves. Either he’s worth a slam try, in which case he respects partner’s decision, or he’s not worth a slam try, in which case he respects partner’s decision. He can’t discover extra values just at the most convenient time for him to do so. This wasn’t even close.”

☞ Ron makes some compelling points and I would agree with him totally except that, before an action can be disallowed, there must be clear evidence of UI to the offending side which demonstrably suggests the winning action. Here the Committee found no such information: The tempo of the final three rounds of the auction was uniformly slow and thus no unmistakable break in tempo occurred.

As Ron accurately points out, that decision could be rightfully questioned if there were evidence that South had inexplicably changed his hand evaluation just at the crucial point where the alleged UI occurred. But I don’t see the evidence supporting this that Ron does. First, N/S were clearly using the (Italian) method of cuebidding in which first- and second-round controls are shown in a cheapest-first order (witness South’s 3♥ and 4♥ bids and North’s 4♠ bid). North had shown good diamonds and South had continued toward slam, in spite of West’s double of 3♥. North then cooperated by cuebidding spades, South bid 5♣ (passable, perhaps

because of his poor suit) and North then persisted in diamonds. This could only mean that North's 3♣ bid was based on a short control (e.g., Kx) or that his club support was good enough that he wanted to give South another chance at slam—either reason encouraging from South's perspective. Given that neither North nor South could hold the ♥A (no redoubles) and that North's spade control was clearly shortness, what could North have for his slam noises (other than good diamonds) except good clubs? Also, from North's perspective South might not have the essential first-round spade control (so he couldn't bid 6♦ himself). So North had ample reason for giving South another chance to bid slam and South had good reason for continuing on to 6♦.

CASE FIVE

Subject (Tempo): Step Into My Auction, Will You

Event: NABC Life Master Women's Pairs, 20 Nov 99, Second Final Session

Bd: 7	Lynn Deas		
Dlr: South	♠ ---		
Vul: Both	♥ K109543		
	♦ 8753		
	♣ A93		
Jean Talbot		Joan Van Geffen	
♠ AK74		♠ Q10952	
♥ Q7		♥ A862	
♦ AK2		♦ 4	
♣ KJ62		♣ 1085	
	Patricia Rhodes		
	♠ J863		
	♥ J		
	♦ QJ1096		
	♣ Q74		
West	North	East	South
			Pass
2NT	3♥	Pass(1)	Pass
Dbl	All Pass		
(1) Break in tempo			

The Facts: 3♥ doubled went down three, +800 for E/W. All players agreed that there had been a significant hesitation by East before her first pass. The Director was called after West doubled. E/W's convention card did not have the negative double box checked. The Director ruled that West chose from among LAs a call (double) that was demonstrably suggested by the hesitation (Law 16A). The contract was changed to 3♥ down three, +300 for E/W (Law 12C2).

The Appeal: E/W appealed the Director's ruling. E/W stated that West had 20 HCP and was short in hearts. Many hands opposite would offer a plus that could not act over 3♥. East said that she had never had an opponent act over 2NT before and she was confused about what choice of calls she could make. E/W did not have any agreements in the

present auction.

The Committee Decision: After considerable discussion the Committee determined that pass was a LA to double. The Committee also determined that the pause conveyed that East had some problem. This suggested that acting would be more successful than passing. The Committee discussed whether the double met the standard of being sufficiently likely to allow it to stand for N/S (only), despite the pause. After consultation with the Directing staff on the criteria for split scores, the Committee decided to cancel the double for both pairs and change the contract to 3♥ down three, +300 for E/W.

Dissenting Opinion (Henry Bethe): I believe that West's double is the more likely action in the absence of the UI and that this is specifically a situation where we should have awarded -800 to N/S and +300 to E/W.

DIC of Event: Henry Cukoff

Committee: Henry Bethe (chair), Robb Gordon, Doug Heron, Jim Linhart, Robert Schwartz

Directors' Ruling: 96.1

Committee's Decision: 80.3

✍ Since the panelists were unanimous that a score adjustment was appropriate (passing out 3♥ is a LA), we should proceed to the issue of whether to assign split scores. I'll allow the Committee chairman to explain why he thought assigning a split score was appropriate—before I explain why he's wrong.

Bethe: “There was no issue here on the facts. East huddled. West doubled. E/W had no agreement, so East’s pass was not forcing. Was there a huddle? Yes. Did it convey UI? Yes. Is pass a LA? Possibly. What was West’s most likely action in the absence of the UI? Double. What score should N/S get? Minus 800. Was it possible that West would pass? Yes. What should E/W get? Plus 300.”

✍ Whether to award split scores depends on whether West’s double is not only a majority action but is so clear that nothing else (e.g., pass) is close. Given the vulnerability, is it so clear that a majority of women in the LM Women’s Pairs (or players in the LM Open Pairs, for that matter) would balance? While balancing may be an attractive action, I doubt that significantly more players would balance than would not. Therefore, the adjustment should be reciprocal.

The next two panelists raise a point of difference between our procedure in assigning adjusted scores and the one used in Europe (and in some other parts of the world). Since some readers may not be aware of the issue involved, I’ll take a moment to explain it first.

In Europe, once an action has been disallowed for the offenders (as West’s balancing double was here), no score adjustment for either side can then consider allowing the barred action. That’s because only the tainted action (the double) is considered to be an irregularity—not the hesitation itself. Law 12C2 says that the non-offenders should receive “the most favorable result that was likely *had the irregularity not occurred*.” That is taken to mean that the tainted action cannot be permitted—period. Thus, the non-offenders can never be assigned the table result.

In the ACBL, we treat the hesitation as part of the irregularity along with the tainted action. While they say “What results might have occurred had West not doubled,” we say “What results might have occurred had there been no UI (i.e., no huddle).” We interpret the laws in such a way as to allow us to assign something closer to equity to each side (what would have happened had the auction proceeded “normally” for the conditions preceding the UI) while they require a score change that is most favorable to the non-offenders—even if that score would have been only a remote possibility without the UI. This may become clearer if we assume for a moment that the balancing double is an 80% action, that passing is a 15% action and that anything else (e.g., bidding 2♠) falls in the remaining 5%. In Europe they would assign the 15% action (pass) to the non-offenders while we would allow the table result to stand for them, reasoning that it is so overwhelmingly likely that West would double that N/S should get the result they were headed for anyhow.

And now for the two “European” comments.

Endicott: “East is inexperienced? The situation cries out for anything but a pass once East is caught thinking. As for Mr. Bethe, how could the unoffending North have –800 when East passes and West is required to pass? Whatever we think of North’s bid, it happened before the infraction and it is therefore irrelevant whether we deem it irrational, wild, gambling or insane.”

✍ It is not that North’s bid was judged unworthy of protection. (As Grattan correctly points out, even if we deplore the action, it occurred before the infraction and is not subject to any standard of reasonableness.) Rather, it is that here we can assign the non-offenders an action that was disallowed for the offenders (careful of your blood pressure, Grattan) when we think it overwhelmingly likely that it would have occurred without the UI. Remember, the “offending” action must be overwhelmingly likely before we consider imposing it on the non-offenders. The failure of the double to meet that standard is why reciprocal scores should not be assigned in this case.

Kooijman: “Here we go, a Committee considering a decision not supported by the laws at all. Pass by West is a LA, so double is an infraction and the score for N/S should be based on the result had this infraction not occurred (that is to say, on 3♥ undoubled). Law 12C2 is quite clear in this respect. Why is the ACBL deviating

from this approach? Let me give my impression. Offenders are treated quite severely and the consequence is that their opponents get good scores quite easily. A solution would be to allow using 12C3, giving the non-offenders a more normal result. But the ACBL doesn’t allow that and therefore needs to find another solution. It found an illegal one, though not applied in any of the Boston cases. Maybe I am worried too much. Another question: Why didn’t E/W get an AWMPP?”

✍ Many of us would prefer to use 12C3, but the Co-Chairs of the ACBL Laws Commission are not favorably disposed at the present time. One thing they fear is that if 12C3 were available, it might be (inappropriately) applied to the offenders as well as the non-offenders. Since that is not done in Europe, where 12C3 is available, perhaps that fear is unfounded. They also seem to be concerned that having 12C3 available would induce Appeals Committees not to give enough consideration to protecting the non-offenders.

As for the alleged “illegality” of our approach, that is unclear. Each Committee must judge what results it deems likely (for the non-offenders) and is entitled to consider results which are clearly less likely than others to not qualify. In addition, the laws do not specify whether a huddle (or other UI-producing act) should be considered part of the “irregularity.” While it is generally agreed that the partner’s action (which could demonstrably have been suggested by the UI) is the “infraction,” the “irregularity” (the term used in Law 12C2: “...for a non-offending side, the most favorable result that was likely had the *irregularity* not occurred...”) is not so clearly or universally identified only with the partner’s action.

If Law 12 were worded better, sections 12C2 and 12C3 could be combined so that both of these concerns would be alleviated. My suggested rewording of 12C2, which I hope will be considered in Anaheim and Maastricht, at the next ACBL and WBF Laws Committee meetings, as a direction for the next laws revision, is:

2 Assigned Score

If the winning action had no LA, then everyone keeps the table result. (For this purpose, a LA is an action which a non-negligible number of the player’s peers would actually choose in the absence of UI.) If the winning action had a LA, then scores are assigned to the two sides as follows:

- 2a The offenders are assigned “the most unfavorable result that was at all probable.”
- 2b The non-offenders are assigned, as nearly as possible, the average result they would be expected to achieve if the board were replayed many times with no UI present. Any reasonable doubt should be resolved in the non-offenders’ favor.

While the above captures the idea I would like to see enacted, there are other ways 2b could be worded. For example, the non-offenders could be assigned a result (if one exists) that is at least twice (or some other specified margin) as likely as any other result if no UI were present or, if no single result meets this criterion, then the most favorable of the results that are considered likely without the UI.

The next panelist’s position lies somewhere between the ACBL and the EBL (European Bridge League) positions. Nonetheless, the rigor embodied in his thought process bears study for its incisiveness.

Stevenson: “E/W stated that the West hand had 20 HCP. Well, yes, but what do they expect after an opening 2NT? There are three questions on the hand: (1) Does the UI suggest taking action rather than passing? Yes, definitely. (2) Is pass a LA? I believe so. After making a highly limited bid such as 2NT, surely some players would seriously consider passing. Thus there is an infraction on the hand and now we consider how to adjust. (3) Is pass a likely action or is it at all probable? This affects how we adjust under Law 12C2. If pass is likely (and at all probable) then we adjust both sides to N/S –300, as the Committee did. If pass is neither likely nor at all probable then we do not adjust despite the infraction—but surely pass is not a LA if it is not ‘at all probable.’

“Now suppose we decide that pass is ‘at all probable’ but not ‘likely.’ Law 12C2 tells us to adjust for the offenders but not the non-offenders. So we give N/S their table score of N/S –800 and E/W get N/S –300. This is what Henry Bethe has done, though he gives the wrong reason. It has nothing to do with ‘the more likely action.’ We give the non-offenders ‘the most favorable result that was likely.’ It does not matter whether it is more or most likely. Pass is most favorable, so if it is a likely action, we adjust to it; if we judge it not to be, then we do not.

“What of the current situation? The ACBL has laid down unworkable and often ignored interpretations of ‘likely’ and ‘at all probable.’ I would agree with the Committee here, but pass is close to not being a likely action, as Henry thought.”

In the ACBL we do pay attention to what is *most* likely—not because the laws say to assign that result but because we define “likely” in relative rather than absolute terms. A result which is not nearly as likely as another is not considered likely in the ACBL, even if it passes the numerical criterion (i.e., 1/3). We consider “likely” results to be only those which are relatively close in their probabilities of occurring. When one stands out as overwhelmingly more likely than the others, that is the only one that qualifies as likely for us. The ACBL and WBF Laws Commissions’ numerical interpretations of “likely” (1/3) and “at all probable” (1/6) are, as David points out, unworkable. But they were never intended to be applied literally, without context. To see why, consider a case where there are four possible results, all having 25% probabilities. Since none of them measures up to the 1/3 (33%) standard of being “likely,” can none of them be assigned? Hardly. Some result must be. So clearly, applying absolute numerical criteria is unworkable.

Several other panelists agree with the Committee’s decision.

Rosenberg: “I disagree with the dissent. If West is not allowed to double because of UI, why should North ever lose 800? If West is allowed to double then E/W get 800. Again, before my talk with Rich, I might have tried to look into this particular West’s mind to see if they would have doubled 3♥ without the huddle. But I’ve given that up.”

I’m so proud of him.

The most vocal supporters of the Committee’s reciprocal adjustment are...

Weinstein: “Oh! Henry! It took considerable discussion to determine that pass was a LA to double? Henry, I much approve of the spirit of the dissent and the effort not to reward the non-offenders. However, pass by West is the completely normal action in the absence of UI, and the non-offenders deserve protection. The dissenter had the right idea regarding asymmetrical adjustments, just misguided judgment as to West’s likely action on this hand.”

Rigal: “Good Director ruling, and this is the first case I can recall where the dissenter is just way out of line. Switch the South and East hand to see what I mean. With West having far less in hearts than normal and (as it turned out) one pair of defensive honors worth nothing, to beat 3♥ requires partner to have trump control and a moose, which the bidding has of course denied. The majority got this absolutely right—and even if we hate North’s action, it was due to score a goal so we can’t rule against her because she takes a more macho bid than I would.”

Gerard: “Sometimes you have to hold your nose and do the right thing. Not playing negative doubles, pass is clearly imposed on West. Without generally endorsing the Giuliani approach, this is one time where if you disagree you’re just wrong. Having said that, the action that would have occurred in the absence of the infraction was pass, both on an ‘at all probable’ and a ‘likely’ standard. The infraction was West’s acting on the basis of UI, not the transmittal of the UI. Without the infraction, West would be 90% to pass, so –800 isn’t even in the county let alone the ball park. Geez, let’s at least ask the right questions.”

I can sympathize with Ron’s allusion to the “odor” from North’s 3♥ bid. Still, I’ve seen far worse bids offered up to the gods of matchpoints.

R. Cohen: “No problems with the decisions.”

The dissenter found a modicum of support from the three remaining panelists.

Bramley: “The dissenter is right. E/W should not get to act, suggested by the huddle, when passing was possible. But acting was still sufficiently likely, absent a huddle, that N/S should receive the score in 3♥ doubled. I would venture that most pairs do not know whether a 2NT opening creates a force, nor whether a balancing double by opener is takeout (as it would be after a 1NT opening) or penalty. Also, when North bid 3♥, did she really think that 3♥ undoubled was a possible contract? I’m curious what the Directing staff said about split scores. Apparently they dissuaded all but one member from doing the right thing.”

Polisner: “I have trouble accepting that pass is a LA with the West hand at matchpoints in a LM event. Even though there was a break in tempo which suggested that bidding would be more profitable than passing, I would allow the double. It is always easy with knowledge of all four hands to do the correct thing with the West hand. However, I don’t believe that many peers of this player would ever not double.”

Treadwell: “At matchpoints I think that some action by the West hand is called for and certainly agree with the dissenter that N/S should be awarded –800. The experience level of the E/W players is not given in the facts and may be germane. It is most surprising that East did not double 3♥ or bid 3♠. Perhaps she was not sure how her partner would take the double. In view of this, I tend to agree with the decision to award E/W +300.”

Perhaps the fact that a majority of the panel thinks that a pass by West is not only a possible action but a likely one should settle this issue.

Finally, one panelist presents a logical analysis of the possible decisions in cases of this sort, without taking a position on the present decision.

Patrias: “In very simple terms, most appeals of this type can be divided into four possibilities:

- (1) The action taken is one that the UI suggested over a more logical choice. A PP is often in order and, if appealed, an AWMPP.
- (2) The action taken is one of two (or more) equally intelligent choices. The action must be disallowed if the UI suggested it. Depending on the clarity of the situation, an AWMPP may be in order.
- (3) The action taken is one that most would choose without benefit of the UI. However, there are other choices that make sense and may be right on some deals. The action must be disallowed for the offending side if the other option is not insignificant. The non-offenders will usually have to keep the table result.
- (4) The choice is so clear that almost no one would argue with it. Both sides keep the table result. The non-offenders will enjoy an AWMPP if they insist on a Committee.”

Clearly the right approach.

CASE SIX

Subject (Tempo): All Huddles Don't Lead To Rome
Event: Flight A Pairs, 20 Nov 99, First Session

Bd: 16	Collis Jackson		
Dlr: West	♠ ---		
Vul: None	♥ 63		
	♦ AQJ86		
	♣ AQ10765		
Florine Garber	Abby Heitner		
♠ K42	♠ AQ109863		
♥ 109875	♥ J2		
♦ 2	♦ K54		
♣ J932	♣ 4		
	Craig Zastera		
	♠ J75		
	♥ AKQ4		
	♦ 10973		
	♣ K8		
West	North	East	South
Pass	1♣	3♠	Dbl
Pass	4♦	Pass	5♦(1)
Pass	6♦	All Pass	
(1) Break in tempo			

The Facts: 6♦ made six, +920 for N/S. South took about 15 seconds to raise 4♦ to 5♦ (he was considering passing). The Director was called when North bid 6♦. East believed the 6♦ bid was suggested by the slow 5♦ bid. The Director ruled that the break in tempo demonstrably suggested extra values (Law 73F1) and changed the contract to 5♦ made six, +420 for N/S.

The Appeal: N/S appealed the Director's ruling and were the only players to attend the hearing. South stated that his hand was absolutely minimum for his negative double of 3♠. He would not have doubled without one of the kings because he would be forcing his partnership to game with less than an opening bid.

The Panel Decision: The experts consulted all believed that pass was not a LA to 6♦. One

believed that a 5♠ bid might have been warranted. None believed the slow 5♦ bid demonstrably suggested bidding on. North made the 4♦ underbid because he did not know in which suit to play. Once his partner showed diamond support, North's hand demanded a slam bid. The Panel decided that since there had been no violation of Law 16, the table result of 6♦ made six, +920 for N/S, would stand.

DIC of Event: Susan Patricelli

Panel: Charlie MacCracken (Reviewer), Olin Hubert, Matt Smith

Players consulted: Henry Bethé, Hugh Ross, Lew Stansby, Steve Weinstein

Directors' Ruling: 62.7

Panel's Decision: 91.2

☞ This auction represents a class of auction, including 1♠-3♠ and 1NT-2NT (natural), where the slow raise does not clearly suggest that it was an overbid or an underbid. Since the extraneous information from the hesitation does not demonstrably suggest any particular action, partner is free to choose whatever action he wishes—unless the partnership has a history of such things.

Endicott: "Did anyone explore why, having shown his values fully, South took time to bid 5♦? What was on his mind? The answer, in a familiar partnership, could perhaps convey something."

☞ Perhaps South can't make decisions quickly. Perhaps it took time to evaluate his hand for the five level. Perhaps he's a fuzzy thinker. Perhaps this was a new partnership. Or perhaps N/S pulled one over on us. Grattan is correct that we need

answers to some pertinent questions: What were N/S's skill levels? What was the extent of N/S's partnership experience? Inquiring minds want to know.

One of our panelists was one of the players consulted.

Bethé: "Was there a break in tempo? Yes. Did the slow 5♦ bid suggest extra values? It might have suggested questionable values. Here North cannot tell whether 5♦ was a stretch or whether South wanted to make a more aggressive bid. No UI, no violation."

☞ I agree. In fact, the Panel's decision seems so clearly correct (assuming that the answers to the questions Grattan raised were satisfactory) that one wonders why the Directors ruled that the break in tempo demonstrably suggested extra values. Surely it didn't strictly on logical grounds. Ralph?

R. Cohen: "The original Director ruling is the reason some are reluctant to have appeals handled by Directors. Fortunately at NABCs these Panels are staffed by knowledgeable individuals who can rule properly and legally."

Rigal: "The Director missed the point here, but his heart was in the proper place, in leaning somewhat towards the non-offenders. The Panel made the right decision—the slow 5♦ bid did not point anywhere—and North (despite taking an odd action on the previous round) did at least have a plan. Again, South's pause did not intend to convey slam interest—he had none. So North was not 'reading' his partner—which always makes me feel more sympathetic to him."

Kooijman: "Once more a too automatic decision by the Director. A quick consultation would have resulted in the right decision at once. But does he/she have a choice yet?"

☞ Certainly our Directors can consult: with one another—or even with players.

Polisner: "These cases would be easier to decide if the Directors, Committees and Panels analyzed them by use of the three-step process in the correct order. If, as in this case, the slow 5♦ bid [did not] demonstrably suggest bidding on, it is unnecessary to even discuss LAs. I am concerned that the Director felt to the contrary or took the easy way out and ruled for the so-called 'non-offending' side."

Rosenberg: "North's 4♦ bid indicates inexperience, but I would allow 6♦. The huddle is not a clear pointer and 6♦ might make opposite almost any hand. Even if there are two heart losers they might go on a spade, or on clubs."

☞ When our resident anti bad-huddle fanatic votes to allow the 6♦ bid, the rest of us who vote that way can all breathe a sigh of relief.

Stevenson: "Clear enough to suggest the Director might have ruled otherwise."

Weinstein: "A slow 5♦ doesn't particularly suggest extra values. South could have been thinking about anything. South's statement that he was minimum for a negative double is strange. Minimum for a negative double and raise seems much more appropriate."

Bramley: "Correct decision, but fuzzy logic. Didn't anyone consider it odd that N/S could only play four or six on this hand, never five? Perhaps jumping to 5♦ over 3♠ is a better way to express the North hand, logically forcing to slam in South's preferred minor. Once again, E/W's pursuit of 'justice' when the North hand became known was out of bounds, begetting another bad Director's ruling and another waste of Panel time to set it straight."

CASE SEVEN

Perhaps N/S were not up to the level of logical consistency in their bridge that Bart is. Is it unprecedented that a player whose instincts tell him “I have too many trumps to pass” ends up passing (“I didn’t have enough points to bid”)?

Our final panelist appears to have knowledge of this particular N/S pair.

Gerard: “Not a good hand for the popular theory (‘slow shows’), to which I subscribe. I suppose where the huddler didn’t make either of two slam tries, the overbidding explanation is plausible. Plausible, that is, from the standpoint of the bridge player that South was (I feel I should add a ‘no sarcasm’ footnote). However, in the final installment order is restoreth and evil is punished.

“North needed a good lesson in bidding. He had a slam drive (5NT), not a nonforcing 4♦ bid. That he bid only 4♦ meant that this South hand had extra values, regardless of South’s correct evaluation. When South then took the dog out for a walk, North could expect South to have more than if he had just raised to 5♦ in tempo, which could have been just a stab at game (♠Kxx ♥AQxx ♦J109xx ♣x). With this much more than a minimum, what else could South have been thinking about but making a slam try? North could even envision South rejecting the stronger action because of awkwardness (4♠ without a control) or uncertainty (4NT). North apparently is one of the legion of players who cultivate bad bridge habits and then claim that the nickel dropped. Just as in CASE FOUR, North can’t undergo an epiphany at absolutely the most opportune moment when his partner has tried out for the role of ET. I repeat my response to Goldie’s Last Crusade—it’s no never mind that people don’t bid that way. Be as lazy as you want until UI compromises your action.

“The expert consultants, all brimming with credentials, couldn’t put themselves in the place of a 4♦ bidder. They agreed with South’s reasoning, as I would have, that it may well have been wrong to bid game (♠xx ♥x ♦AQxx ♣AQ10xxx opposite wouldn’t have shocked me). But who among them would have done less than cuebid 4♠ at North’s second turn? You bid 4♦ with that hand, South’s hesitation absolutely shows no less than an extra ace.

“This is a common error, the intelligence transfer. The adjudicators attribute to the player in question their own level of competence or, in this case, that of his partner when they really needed to assess that player’s action in light of his own particular ability. And here, that process would have led them to conclude that North’s proper call was ‘I’m not worthy.’”

Whatever Ron knows about N/S’s bidding proclivities, the picture he paints is too complex for my feeble brain. If South knows that North is an underbidder and that he has too much to stop at 4♦, then why did it take him so long to raise to 5♦? And if North knows from South’s tempo that he doesn’t have a “gambling” raise, then how does he now know that his hand is worth a slam bid when he didn’t know it a round earlier? (Perhaps he had the same hand evaluation skills as South, who thought his actual hand was minimum for his negative double)?

I admit I’m confused. But if Ron, by his own admission, would have agreed with South’s reasoning (and the other consultants) had he been consulted at the time, then either this case is just too tough for us mortals or the Panel made the correct decision.

Subject (Tempo): Huddle, Huddle Toil And Trouble

Event: NABC Open BAM Teams, 21 Nov 99, Second Qualifying Session

Bd: 4	David Siebert		
Dlr: West	♠ J6543		
Vul: Both	♥ Q65		
	♦ 962		
	♣ Q4		
Henry Unglik	♠ 10	Dick Wagman	♠ 987
	♥ AK9743		♥ 108
	♦ J7		♦ A1085
	♣ AJ96		♣ K532
	Peter Friedland		
	♠ AKQ2		
	♥ J2		
	♦ KQ43		
	♣ 1087		
West	North	East	South
1♥	Pass	1NT(1)	Dbl
2♥	2♠	Pass(2)	Pass
3♣	Pass	Pass	3♠
All Pass			
(1) Forcing			
(2) Agreed break in tempo			

The Facts: 3♠ went down one, +100 for E/W. The Director was called when East broke tempo (all four players agreed) over 2♣. The Director decided that a pass of 2♣ was not a LA with the West hand and ruled that the table result would stand.

The Appeal: N/S appealed the Director’s ruling. N/S believed that a pass of 2♣ was a LA for West. They added that their own teammates on the same auction, with no break in tempo, did not balance. E/W did not believe that East’s break in tempo suggested that bidding would be more successful than doubling since he might have been considering a penalty double himself.

The Committee Decision: The Committee believed that pass was a LA to 3♣ with the West hand, especially vulnerable. The contract was changed to 2♠ by North made two, +110 for N/S.

DIC of Event: Henry Cukoff
Committee: Martin Caley

(chair), Gail Greenberg, Simon Kantor, Corinne Kirkham, Richard Popper; (Michael White, scribe)

Directors’ Ruling: 71.9

Committee’s Decision: 75.6

This case presents a difficult problem. Consider the following.

Bramley: “Horrendous. This time the Director got it right and the Committee blew it. I think the Committee was suckered by the ‘evidence’ from the other table, where N/S’s teammates inexplicably sold out to 2♠. Even if so, that does not make pass a LA for West. The opponents are in a nine-card spade fit at the two level and West has a prime six-four which he has not finished describing. I would have let the table result stand.”

R. Cohen: “East’s break in tempo described her hand perfectly. No way to allow the 3♣ bid. Where were the Directors on this one?”

Bethe: “Let me understand this. East broke tempo over 2♠. This might be a hand with short hearts and spade values. (Did E/W play Flannery? Can East have four spades and respond 1NT?) This might be a hand with a long, weak diamond suit or with no particular merit that hates not to compete, as here. If East huddles with this hand, what information content is there in the huddle? Where is the UI? Is pass a

CASE EIGHT

LA? If East cannot have four spades then East must have two hearts or four clubs or six diamonds. E/W must have about half the deck and N/S, with the other half, have at least nine spades. If East could have four spades, pass is a LA. If he can't, it is not. In the absence of information to the contrary, I assume East couldn't and the Committee got it very wrong while the Director got it right."

Polisner: "It is my belief that many or even most West players in this event would bid at this type of scoring; however, I agree that it does not pass the test of no LA. My problem is that this unremarkable East hand, with no reason to breach tempo, created this situation and deprived his side of a win on the board. Yes, East could have (in his dreams) been thinking about doubling 2♠ as West suggested. However, in real life the hesitation is more likely to indicate a desire to bid on and thus the ruling was incorrect and the Committee decision was proper."

Gerard: "And the world waits for someone to consider whether Flannery was in use. Do penalty doubles exist in real life or only in the Land of Demonstrably Suggested?"

Rosenberg: "This was a 'bad' huddle. It basically said, 'I want you to bid if you want to.' First Directorial gaffe of the set."

Treadwell: "I agree with the Director that a pass of 2♠ was not a LA at MP scoring. The break in tempo might well have meant East was considering doubling 2♠. In any event, West's hand, irrespective of any UI, warrants a bid."

Rigal: "The Director made the right if straightforward ruling. It is not clear to me what East was thinking of doing—bidding 3♥ I suppose. That being the case, the Committee made the proper move also. Of course the E/W arguments are slightly to the point but we must stop people using the *law* to defend themselves against tempo problems; and the fact that we all might have bid 3♣ with the West hand does not stop E/W being landed with -110. Does BAM scoring make split scores impractical or might one have been considered here, given that maybe the majority of people would have bid with West's cards?"

Weinstein: "I like the Director's judgment unless East could have four spades. I can't imagine passing out 2♠ with the West hand at BAM at any vulnerability. You would have to hide my bidding box. And if I for whatever reason wasn't going to bid again, I certainly would bid 2♣ over 1NT. If N/S's teammates actually passed were they playing Flannery? If not (or even if) I'd get new teammates."

Kooijman: "Difficult. I feel sympathy with the Director, making a decision without using the automatic pilot. Try to encourage that approach."

Stevenson: "Could East have had four spades for his 1NT? If not, it seems pretty unlikely that West will pass 2♠. However, the Committee's judgement looks correct considering the ACBL interpretation of a LA. A close decision."

✍ Indeed. Couldn't someone have asked whether E/W played Flannery (could East hold four spades), as Henry and Ron suggested? Doesn't a proper decision in this case depend on that information? If East could have four spades, I wouldn't allow the balance (just); if not, Barry is right that this is a good candidate for a split score (+100 for N/S; -110 for E/W). A poor job by all.

Subject (Tempo): Detente—Or How To Play The Good Host

Event: NABC Women's BAM Teams, 21 Nov 99, Second Qualifying Session

Bd: 28	Yalan Zhang		
Dlr: West	♠ KJ3		
Vul: N/S	♥ K62		
	♦ K73		
	♣ K964		
Georgiana Gates	♠ Q872	Cindy Bernstein	♠ A106
	♥ J74		♥ Q1095
	♦ Q865		♦ ---
	♣ Q7		♣ AJ8532
		Ling Gu	
		♠ 954	
		♥ A83	
		♦ AJ10942	
		♣ 10	
West	North	East	South
Pass	1♦(1)	2♣	2♦(2)
Pass	Pass	Dbl	Pass(3)
2♠	3♦	All Pass	
	(1) Alerted; 2+ ♦'s (Precision)		
	(2) Alerted; 5+ ♦'s		
	(3) Break in tempo		

The Facts: 3♦ made three, +110 for N/S. South took 2-3 seconds before passing East's double. The Director was called when dummy came down. He determined that North's 1♦ was Precision showing at least two diamonds and that South's raise to 2♦ showed at least five. East claimed that she would not have led the ♣A if 2♠ had been passed around to South who had then bid 3♦. North thought her third diamond made her 3♦ bid okay. The Director decided that even if North had passed 2♠, the final contract would still have been 3♦ and East would still have been on lead. He ruled that the table result would stand.

The Appeal: E/W appealed the Director's ruling. West did not attend the hearing. East stated that North's hand was aceless and contained the poorly-placed ♣K. She thought that South would have bid 3♦ anyway but that the defense would have been different because she would not have led the ♣A, establishing

North's king. N/S stated that the 1♦ opening could have been made with only two diamonds while South's raise showed at least five. They believed North's raise with her third trump and maximum values for not having opened 1NT (13-15 HCP) was justified.

The Committee Decision: The Committee believed that East should have called the Director when the hesitation occurred (even though it was slight at 2-3 seconds) or when the 3♦ bid was made. They considered that she might not have called because N/S were from China and detente is good. She did call after her poor choice of opening lead, at which time she did not know that declarer did not have four or more diamonds—the basis of her complaint. Based on these considerations the Committee allowed the table result of 3♦ made three, +110 for N/S, to stand. The appeal's merit was discussed; it was decided to educate E/W to demonstrate for our international guests how we bend over backwards to enlighten our players.

DIC of Event: Henry Cukoff

Committee: Martin Caley (chair), Gail Greenberg, Simon Kantor, Corinne Kirkham, Richard Popper; (Michael White, scribe)

Directors' Ruling: 95.3

Committee's Decision: 81.4

✍ Two things strike me about this case: One, it takes exceptional defense,

including a strategic underlead of the ♠A at some point, to defeat 3♦ (and even then declarer must not take a first-round trump finesse through West—the hand with the known diamond length). Second, the best way to demonstrate for our international guests the right attitude toward appeals such as this would have been to award E/W an AWMPP, to show what little regard we have for (as Bart puts it) “hopeless whining.”

Bramley: “The Committee bent over so far backwards that they fell down. A better form of enlightenment for our guests would have been to slap E/W with an AWMPP, demonstrating the proper reward when unlucky play is followed by hopeless whining.”

✍ Agreeing about the lack of merit are...well, most of the panelists.

Gerard: “Oh pshaw. How about demonstrating for our international guests how we bend over frontwards not to tolerate appeals without merit? N/S could only feel that we bend over backwards to favor our national players. East failed to make an in-your-sleep lead and then contrived an argument that screamed ‘Accept this at your peril.’ Guillotine.”

Bethe: “When is a hitch informative? And when can a player look to a Committee to protect them from a reasonable play that did not work out? North had a featureless balanced hand that she decided wasn’t good enough to open a 13-15 1NT. When during the auction did it improve offensively? Not when partner bid 2♦, so when? The basis of this case is apparently that North misled East by bidding South’s cards and induced East to make a losing lead. It seems probable that South would indeed have competed to 3♦. I am not sure what about a revised sequence of bids would have suggested to East that a heart lead would be more successful. Détente is all very well, but I think that Committees should take the opportunity to educate the visitors—here to tell North that although there is no adjustment, the North hand does not qualify for 3♦ after partner hitches. I don’t think E/W needed education. They needed an AWMPP.”

Weinstein: “I assume that E/W were enlightened with an AWMPP. Perhaps E/W should have protested in China. I suspect they may have better (and deserved) methods of enlightenment. Before I get points off for not being PC, I spent several related weeks in China having nothing to do with bridge back in 1987 (as our Appeals manager can attest). The people I met were wonderful and the country was terrific.”

R. Cohen: “Since when does a 2-3 second pause constitute a ‘break in tempo’? There is no evidence that N/S’s previous calls were made at breakneck speed—the only reason 2-3 seconds could be considered a tempo break. A meritless appeal.”

Brissman: “Since E/W agreed that 3♦ would have been the final contract regardless of South’s slow pass, the appeal seems to be based solely on the auction inferences that led to the ill-fated ♣A lead. I would have liked to see an articulation of East’s thoughts as to why the ♣A lead was reasonable with the slow pass followed by North’s 3♦ call versus unreasonable with an in-tempo pass followed by an auction-ending 3♦ call by South. Absent a cogent argument, I would have found the appeal non-meritorious.”

✍ The absence of the argument speaks for itself. And just how ill-fated was the ♣A lead? In my opinion the contract might have been made regardless.

Polisner: “I would have given East an AWMPP irrespective of detente. I assume that any player good enough to have not led the ♣A if South rather than North bid 3♦ probably won this event. Such a bizarre basis for an appeal makes me feel that

we, as an organization, have strayed too far from reality and good sportsmanship towards the win at any cost approach. I think that we need to be more severe to players who waste our time with frivolous appeals.”

Rigal: “Confusing write up. Maybe it is just me, but I do not understand the last paragraph at all regarding the merit of the appeal. First of all, North’s 3♦ bid is outrageous and, detente or none, I’d have been looking to find a way to deprive them of their score here. But as astutely pointed out, E/W deserve nothing more; the ♣A lead is unlinked to the tempo issues I believe. So E/W concede –110. As to N/S, I’d like to give a PP if I could and let the score stand or somehow make them aware that this behavior is out of line.”

✍ Ignoring the merit issue but confused about E/W’s contentions is...

Rosenberg: “I don’t understand East’s contention. If her partner had fewer diamonds she would not have led ♣A? Why?”

✍ The next panelist thinks the Committee right in not assessing an AWMPP. Perhaps he would also be interested in one of Ron’s N.Y.C. bridges.

Treadwell: “It is not often we have a case where a hesitation is claimed by the other side to have caused a bad opening lead. Normally, such action might warrant an AWMPP award, but in this case, the Committee decided for quite appropriate reasons not to make this award.”

✍ In England they’re very polite and respectful—perhaps a bit too respectful.

Endicott: “Perhaps we need to know more about the 2♦ bid. What possible values, what alternative possible actions?”

Stevenson: “Did the Committee adjust or not? The write-up is unclear. If the Committee actually let the table result stand (i.e., allowed North’s 3♦ bid) then I believe they are clearly wrong. Pass is a clear LA. Probably they disallowed it and adjusted to 3♦ making three [judging that South would bid it anyhow—Ed.], but have failed to make the distinction for the write-up. While I do not disagree with that decision, East’s point about the lead appears to have merit and the pretentious way the Committee seem to have gone about it suggests they have taken their eye off the ball and failed to put fairness to the players before other matters.”

✍ I believe, as David suggests, that the Committee allowed the 3♦ bid based on the judgment that South would have bid it anyhow. But disallowing South’s 3♦ bid, as David says he would have done, is just too deep a bridge position to impose on South and too obscure a judgment for my taste. While the Committee may have taken their eye off the ball in failing to distinguish which 3♦ bid they allowed, to suggest that their decision was unfair to E/W is a stretch. Fairness would have been a cogent argument by East as to just how the bidding affected her choice of lead—or, preferably, some self-restraint by not calling the Director in the first place.

The final word goes to...

Kooijman: “Bridge is impossible when 2-3 seconds are considered to be a hesitation containing UI. We need to work out regulations saying that short pauses do not convey any information and educate the players to insert these pauses in their normal bidding. We do the same when using screens. I like the Director ruling, based on the argument that there was no damage, N/S playing 3♦ anyway and no good reason to allow another opening lead. I am not so sure that 3♦ by North is acceptable in this situation. But who cares, when the matchpoints match?”

CASE NINE

Subject (Tempo): Logic Is In The Eye Of The Beholder

Event: NABC Open BAM Teams, 22 Nov 99, First Final Session

Bd: 2	Alberto Calvo		
Dlr: East	♠ AJ10543		
Vul: N/S	♥ ---		
	♦ AQJ106		
	♣ 94		
Walter Schafer	Tom Fox		
♠ 97	♠ KQ62		
♥ 9874	♥ A62		
♦ 873	♦ 4		
♣ A865	♣ KQJ73		
	Claudio Varela		
	♠ 8		
	♥ KQJ1053		
	♦ K952		
	♣ 102		
West	North	East	South
		2♦(1)	Pass
3♣	3♦	4♣	4♥
Dbl	Pass(2)	Pass	5♦
Pass	Pass	Dbl	All Pass
(1) Alerted; three-suited, short ♦'s			
(2) Break in tempo			

The Facts: 5♦ doubled made five, +750 for N/S. The Director was called after the 5♦ bid. N/S told the Director that 2♦ had been explained as showing at least 4-4-1-4. E/W said the 2♦ bid had been explained as a three-suiter with short diamonds. The Director ruled that there was UI (Law 16), that pass was a LA to 5♦ for South, and that 5♦ was suggested by the hesitation. The contract was changed to 4♥ doubled down one, +200 for E/W.

The Appeal: N/S appealed the Director's ruling and were the only players to attend the hearing. The 2♦ bid was Alerted as a three-suiter with short diamonds, usually 4-4-1-4, with normal opening-bid strength. When West doubled 4♥, North broke tempo for perhaps 1 minute before passing. South argued that bidding 4♥ was a matchpoint decision and that his partner was known to hold very short hearts—likely a void after West's double. South also

pointed out that the free-bid of 3♦ likely showed at least six diamonds and that after the double the defense could get at least one diamond ruff against 4♥. E/W did not lead clubs and North was able to discard a losing club when he took the ruffing heart finesse.

The Committee Decision: The Committee believed that there had been a considerable break in tempo. However, the test after a hesitation is whether or not the break in tempo suggests a successful call over another losing LA. The Committee agreed that after the double, the South hand itself and not the hesitation strongly suggested the successful bid. Therefore, the Committee allowed the table result to stand.

DIC of Event: Henry Cukoff

Committee: Doug Heron (chair), Phil Brady, Barbara Nudelman, Brian Trent, Jon Wittes

Directors' Ruling: 85.3

Committee's Decision: 57.5

☞ The panel is overwhelmingly opposed to the Committee's decision in this case and I must say they are exhibiting admirable judgment. One needs to be from the planet Zircon to believe that North's boycott of the auction for a whole minute didn't suggest some discomfort with 4♥ doubled. South knew when he bid 4♥ that

North *probably* didn't have many of them, but he had to be *nearly certain* after the lapse that North didn't have any. I've seen players double bids like 4♥ with far worse trump holdings than nine-fourth—especially when their partner might also have four of them. It is almost certain that South would have sat for 4♥ doubled if North passed contentedly, so he must be forced to pass here.

Against 4♥ doubled a spade lead is possible, but it seems most likely that West would start with his lowest diamond (suit preference for his club entry), planning to give East as many ruffs as possible. So the Director was right in assigning down one to both sides.

First let's hear from the panel majority.

Bethe: "Let's see. Why would North pass v-e-r-y slowly. Could it be that he was thinking of redoubling? I doubt it, said the carpenter. This break carries an unmistakable message: "I don't like the contract!" Is pass a LA? Suppose North passed cheerfully? No one would dream of pulling. After all, the auction says that the opponent's hearts are *not* five-two. So the contract should be 4♥ doubled. Now what will be the result? East doesn't know that a diamond ruff is needed and might lead clubs. [Sorry, but East will not be on lead against 4♥, Henry—*Ed.*] Plus 790 for N/S is certainly possible. Or he might lead spades. Again 790 is possible. Clearly it is not overwhelmingly likely that E/W will be +200. N/S must be -200. Is down one sufficiently likely to give E/W +200. Probably. But an AWMPP to the Committee for not understanding the law. And to N/S for appealing."

☞ Henry is the only panelist who suggests an AWMPP against N/S, but several other panelists might have agreed with his suggestion of one for the Committee—if only they'd thought of it.

Bramley: "No. The Committee's logic is poor. They correctly describe 'the test after a hesitation' but then fail to apply it correctly. Without a doubt the hesitation meant that North was considering bidding, which obviously suggested that, for South, bidding might be more successful than passing. Therefore, the only remaining question is whether pass is a LA for South. The Committee says no, but I disagree. South has internal solidity in hearts unknown to North and the danger of diamond ruffs is not especially greater after the double than before. Furthermore, 5♦ may have the same losers as 4♥, or more if the heart suit cannot be used. Therefore, passing 4♥ is a LA. The Committee should have upheld the Director's ruling: 4♥ doubled down one for both sides."

Rosenberg: "I don't like this Committee decision. Since South passed 2♦ and bid 4♥ later, he obviously had a diamond fit and some uncertainty about strain. So if I would rather defend 5♦ than 4♥, all I need to do is double with any hand and he will run to 5♦. What's that? Oh, North will make a satisfied pass and South will sit? And I have no recourse? Rats! It was North who should have removed 4♥ to 4♣. Instead he 'showed doubt' and his partner 'got it right.' The Committee allowed itself to be swayed by South's specious argument about the double."

Weinstein: "Come on. Huddle certainly suggests pulling to 5♦ and pass is probably the right call, not just a LA. South knows hearts are no worse than four-three and partner could well hold a couple of hearts—until the huddle. I have very limited sympathy for not adjusting E/W but N/S should clearly be -200 and E/W probably +200."

Polisner: "Since it doesn't seem likely that North was thinking of redoubling, the break in tempo was clearly about bidding something else (which in this case was 4♠). In my opinion, it is reasonably likely that South would have passed an in tempo pass by North. I, therefore, agree with the Director's ruling."

Rigal: "I agree with the Director and not the Committee. At teams there might be

a case for removing to 5♦ to avoid the disaster; but passing at BAM is certainly feasible. Since here the UI makes the decision to remove far more attractive and some would pass with the South hand, that implies passing 4♥ doubled is a LA. So leave it in 4♥ doubled down one for -200.”

Kooijman: “Normal Director ruling. The Committee seems rather tolerant here. I agree that 4♥ probably is one off, but didn’t South know that when he made that call. 5♦ will be one off also, unless North has a void in hearts, which after a minute of hesitation is a certainty. This seems an example in which I tend to agree that the hesitation in itself could be an infraction. West doesn’t show hearts doubling 4♥ here, so South needs North’s hesitation to know for sure that 5♦ is a better contract. I am not objecting to the decision but I am not sure it is consistent with the approach the ACBL has chosen, being quite tough on the hesitators when LAs can be found.”

✍ I think Ton is being too diplomatic toward the Committee here. But I am heartened that he sees the hesitation in a proper light.

Stevenson: “So the South hand is worth playing 4♥ but not 4♥ doubled?”

Endicott: “‘Strongly suggested’ does not clear up whether there is a LA. In my opinion the hesitation is highly suggestive of a removal of the contract and if pass is a LA the score should be adjusted.”

✍ And now for the loyal opposition.

Treadwell: “Another very good decision. The run to 5♦ after the double of 4♥ is the only sensible action with the South hand; no LA exists given the preceding auction and Alert explanations. (I think there must be an error in the last sentence of the appeal section—there is no ruffing heart finesse. I think, since clubs were not led, that the lead must have been the ♠K and a club was discarded on the ruffing spade finesse.)”

✍ Even without a spade lead, there is still a loser-on-loser play (if clubs were not led and continued, a club can be pitched on a top heart) available to provide pitches for North’s spade losers in 5♦.

R. Cohen: “West knew when he doubled 4♥ that his opponents had a nine-card diamond fit and at best a six-zero or five-one heart fit. Why double 4♥ when he couldn’t double 5♦, which he proved on the next round of bidding? As to South’s 5♦ bid, he was listening to the bidding, not the tempo.”

✍ Wasn’t he listening to the bidding *before* he bid 4♥? How did he know that North didn’t have a couple of hearts (wouldn’t West have doubled with two of them?) and that there weren’t as many losers in 4♥ as there would be in 5♦ (as Bart suggested)? Looking at all 52 cards before thinking through the situation can be as dangerous for panelists as it has proved to be for Committee members.

And now, the comment we’ve all been waiting for.

Gerard: “Detente still rules. This bunch must have been trying to demonstrate to our international guests how we really can stick it to the locals.

“This should have been a simple case of LAs. Was pass a LA to 5♦? If not, why bid 4♥ in the first place? Did you really think that there was a diamond ruff out only after the double, not before? This case is similar to CASE FIFTEEN from Orlando—take a flyer at the wrong contract until you get doubled. Who needs to play those mind games with the opponents? If pass wasn’t a LA, end of case. If pass was a LA, end of case. I’ll give the Committee the benefit of the doubt and concede that it thought the former. It’s Giuliani time again, but in that case it was only a matter of faulty judgment. You might take them at their written word, however, and

think that they were arguing that the hesitation didn’t suggest 5♦. In that case we have a much more serious problem.

“Then there is the slight matter of the defense to 5♦. Was the ♠K lead (I’m guessing) egregious? Don’t know, don’t care. E/W had a sure 200 against 4♥, only a possible 200 against 5♦. Failure to play bridge didn’t apply. For what it’s worth, I don’t think it was that either.

“In the spirit of Vancouver, I suggest we give all the Committee members a second chance. Let them review the write-up and tell us whether, with the benefit of hindsight and perspective, they would again vote as they did. Inquiring minds want to know. If they affirm their decision, I’m declaring a state of emergency and calling for all the libel laws to be suspended.”

✍ Now there’s a scary pair of concepts to juxtapose—Ron and no libel laws!

CASE TEN

Subject (Tempo): If It Hesitates, Shoot It! Revisited

Event: Blue Ribbon Pairs, 23 Nov 99, Second Qualifying Session

Bd: 29	Phyllis Chase		
Dlr: North	♠ AKQ9852		
Vul: Both	♥ 64		
	♦ KJ8		
	♣ 7		
Justin Lall	Hemant Lall		
♠ 73	♠ 10		
♥ 952	♥ KQ107		
♦ 10532	♦ Q764		
♣ 6543	♣ Q1092		
	Sylvia Zalkind		
	♠ J64		
	♥ AJ83		
	♦ A9		
	♣ AKJ8		
West	North	East	South
	1♠	Pass	2NT(1)
Pass	3♣(2)	Pass	4NT
Pass	5♠(3)	Pass	5NT(4)
Pass	6♦(5)	Pass	6♠(6)
Pass	7♠	All Pass	
(1) Alerted; strong raise, 16+ HCP			
(2) Alerted; singleton			
(3) Two keycards plus the ♠Q			
(4) All five keycards, king asking			
(5) One or four kings			
(6) Agreed break in tempo			

The Facts: 7♠ made seven, +2210 for N/S. South paused in excess of 10 seconds (agreed) before bidding 6♠. The Director did not believe the break in tempo conveyed UI and allowed the table result to stand.

The Appeal: E/W appealed the Director's ruling. They believed the break in tempo by South suggested that bidding on would be successful. North stated that 5NT promised all the keycards and that she was always going to bid at the seven level, but was waiting to see what South did as to whether 7♠ or 7NT was correct.

The Committee Decision: the majority of the Committee believed that although North had the equivalent of two extra aces (the sixth and seventh trump) and that a majority of experts would bid 7♠, the break in tempo was of the type that may be classified as "bad." A 5NT call, when made in a context such as the present one, should take into account all future continuations. Prior to bidding 5NT a break in tempo is not informative and should be used to consider what bids will be made, depending on the response. Had there been no break in tempo there would have been no questions

asked about further action by North. It should be noted that had South held a third diamond, making 7♠ would not have been routine. While this was an extremely close call, the majority of the Committee decided to change the contract to 6♠ made seven, +1460 for N/S.

Chairman's Note: Under what conditions can a Committee decide that they will not allow a given bid for the offenders (change their contract to 6♠ made seven) but allow the table result to stand for the non-offenders (as "rub of the green")?

Dissenting Opinion (Lowell Andrews, Gail Greenberg): North and South are an established partnership who have played together every week over the last 20-odd years. North has 3,600 masterpoints, South 3,000. North maintained that her partner's 5NT bid promised all the keycards and invited a grand slam. Not because of the acknowledged hesitation and the UI, but because she was holding two more tricks than she ever indicated, she was always going to seven. Playing matchpoints she was waiting to decide between 7♠ and 7NT depending on her partner's rebid

over 6♦. A competent pair, playing in a prestigious event, presenting a cogent argument must be given the benefit of the doubt. To do anything else is to cast aspersions on either their ability or integrity.

DIC of Event: Henry Cukoff

Committee: Robert Schwartz (chair), Lowell Andrews, Robb Gordon, Gail Greenberg, Riggs Thayer

Directors' Ruling: 68.3

Committee's Decision: 66.9

✍ First, we have an agreed hesitation (yes, Ron, I concur). Second, the UI from that hesitation clearly suggests bidding on. So the only other issue to be resolved is whether pass is a LA to 7♠ with the North hand. If two of North's spades were a heart and a club, I would hope that none of the panelists would allow her to bid over 6♠. But here South has guaranteed no missing keycards and—without any particular encouragement from North—has contracted for twelve tricks. Where I come from North is entitled to play South for a hand that provides a reasonable expectation of twelve tricks opposite that (even if she needs a finesse or a squeeze for the twelfth trick). But let's say, just for the sake of argument, that her hand will provide only *eleven* tricks. A sixth spade would bring that total to twelve tricks, but here North has seven, count them, seven spades. For those keeping score, that's *two* extra tricks and brings the count up to thirteen. Thus, even if partner has lost her mind and overextended us by two tricks, a grand slam should still have play—so North can bid it. You don't have to know *where* partner expected to get her twelve (or even eleven) tricks from. All you need to know is that you have *two* extra tricks and that two plus her twelve...uh, okay, eleven...still makes thirteen. Gin!

I hear you out there, you who are thinking, "Then why didn't she just bid 7♠ directly over partner's 5NT?" (Admit it, you were thinking that, weren't you?) The answer is the form of scoring—matchpoints. Partner might have been able to count thirteen tricks in notrump. (Yes, that extra 10 points still means something, even in today's economy.) You bid (only) 6♦ last time to give her a chance to place the contract in 7NT. If she's unable to do that and signs off in 6♣ or 6NT, you show her your extra playing strength by raising to seven, expecting her to convert 7♠ to 7NT unless she was counting on setting up a long-suit trick or two in her hand with ruffs. "Easy game," as a local Wood person might say.

The dissenters were right: "A competent pair, playing in a prestigious event, presenting a cogent [bridge] argument [for their actions] must be given the benefit of the doubt." But they were mistaken that, "To do anything else is to cast aspersions on either their ability or integrity." Committees sometimes base their decisions on an assessment of inferior bridge ability, but almost never question a player's integrity. When a bridge action is taken in the presence of UI, the decision to adjust the score is based on the Committee's belief that the player *could* have been influenced by the UI—not that they *were*. If they suspected the latter, a PP would have been given or the case referred to a C&E Committee or the Recorder. Players have to make a call, even when UI is present. In most cases that action is taken in good faith, trying not to take advantage of the UI.

Most of the panelists were on top of things here.

Bramley: "Outrageous. The dissenters are right, although much of their statement is irrelevant. (Masterpoint holdings. Frequency of the partnership. Who cares?) The dissenters make the case, however, with their observation that South 'invited a grand slam' and North 'was holding *two* (my emphasis) more tricks than she ever indicated.' Even the majority note that 'North had the equivalent of *two* (my emphasis again) extra aces.' Apparently the majority require *three* extra tricks before they bid seven. And nobody mentioned the plus value of the ♦J which insures against an unavoidable slow diamond loser and guarantees that the grand can never be worse than on a diamond finesse. Furthermore, as the dissenters observed, N/S made 'a cogent argument' about the obviousness of bidding seven

with the North hand and the wisdom of making the normal response to 5NT before bidding the grand, in case 7NT became clear, as it would have been if South had signed off in 6NT or 7♠ over 6♦.

“I am amazed that E/W appealed here. I would have given them an AWMPP. Frankly, I’m amazed they called the Director after they saw North’s hand. The Director, bless him, made the right ruling, which should have ended the matter. (His ruling was not perfect, however, because the break in tempo did convey UI. The correct reason to let the result stand was that pass was not a LA for North.) Until we stop rewarding whiners for abominable appeals like this one, they’ll keep doing it.

“The Chairman’s note indicates that he was guilty about rewarding E/W by imposing a result on N/S that no sane pair could have achieved once the auction reached 5NT. The legal way to punish both sides is to give a split decision, which would be appropriate if the Committee judged that in the absence of UI the losing alternative would be chosen some of the time, but that the winning alternative would still be chosen a significant majority of the time. I think the percentages should be about 10-15% versus 85-90% to split the decision thusly. In the actual case the percentages are closer to zero and 100%.”

✍ Bart is right on target with his final two paragraphs. In particular, I would have considered his answer to the question posed in the Chairman’s note definitive if only he had not offered those numerical percentages. (I do, however, agree with the relative magnitudes of his assessments.)

Rigal: “Here the Director’s bridge judgment was far better than the majority of the Committee. The Director correctly stated that North’s bidding was automatic, as did the dissenters. The points made by the dissenters are sufficiently cogent that I cannot believe they were unable to convince the majority. I am disappointed that we seem unable to acknowledge that, in the words of our senior contributor, sometimes people have to be allowed to play bridge; in the Blue Ribbons forsooth!”

✍ Speaking of our “senior contributor”...

Treadwell: “The dissenters are at least 100% correct in their analysis of the problem. I see no reason to disallow the 7♠ bid because there was no UI, as the Director had already concluded. In fact, the appeal by E/W has so little merit that I would have considered awarding each of them an AWMPP. It is in cases such as this that Committees do a great disfavor, not only to the players involved but to the game itself by deciding in this manner. As Rich has said, “If it hesitates, shoot it!” Bah!”

✍ At least someone reads my articles (though this is one of the rare times he’s admitted it). I do have one bone to pick with Dave. Contrary to the Director’s conclusion, UI was certainly present which suggested bidding 7♠ (see Rosenberg’s, Polisner’s and Stevenson’s comments, below). But as Bart pointed out earlier, the real reason to allow 7♠ was that “pass was not a LA for North.”

Rosenberg: “The Director was ridiculous. Obviously, there is UI, otherwise you give South two types of 5NT bid. One (prompt 6♠ bid) says ‘I just bid 5NT because we have all the key cards and I didn’t want to make it impossible for you to bid grand, but I have no real grand slam interest’ and the other shows real grand slam interest (and you can even grade the interest with the length). South took a bad auction, but North certainly had the value to bid seven with two extra tricks. The fact that South could have a worse hand if she had three diamonds is not relevant. I don’t agree with the dissent that to rule against a cogent argument means casting aspersions on their ability or integrity. But I do agree with the dissent itself. If North had only six spades I would disallow the 7♠ bid with only one extra trick. As to the Chairman’s note, my answer would be ‘only if the non-offenders committed an egregious error.’”

Beth: “Back to tempo-sensitive Blackwood auctions. Michael Rosenberg is right; South should plan before bidding 4NT and should not have to huddle over 6♦. But I would rather have North in front of the Committee for not bidding 7♠ than for bidding it! Unless N/S have the agreement that South must always bid 5NT when all of the keycards are present (did the Committee ask?), North’s explanation of her failure to bid seven on the previous round is adequate and the bid should be allowed, certainly for purposes of E/W’s score. I think it is adequate for N/S’s score as well, but I could be persuaded to give N/S 1460 because I hate hesitation Blackwood so much.”

Weinstein: “Note back to the chairman: Since you ask, if for some reason you are going to disallow 7♠ for the offenders, this hand is the perfect candidate to leave the non-offenders with the table result. Unlike CASE TWELVE, I believe passing 6♠ is not a LA.”

Brissman: “I agree that South should have planned her rebids in advance so as to not vary tempo. But North is allowed, even with UI, to take any action that is clear-cut in the absence of UI. I agree with the dissenters and would have allowed the 7♠ bid.”

Kooijman: “The Directors might have handled this as did the Committee in CASE THREE: You always hesitate when entering the slam zone, no UI. I would have preferred the statement that the 7♠ bid is obvious to reach the same decision. Still brave, bravo! What considerations does this Committee have? A ‘bad’ break in tempo, so what? New proposals for a new edition of the laws? As for the ‘rub of the green’ question, when considering whether to maintain the score as 7♠ for E/W they are not guilty, that seems ACBL instruction. Good example this one: being too tough for N/S, E/W get too much, so let us forget about the laws and take that back. Okay, I know they didn’t do it, but they might have and the Editor probably is going to explain that they could have. I strongly object.”

✍ Sorry to disappoint you, Ton, but I would never make such an argument. When a law has no clear interpretation (take, for example, the phrase “seriously consider” that is part of the definition of LA; does it mean that some players must actually choose the alternative action or not?), my position is that it is up to the Committee to judge how they will interpret it. But I have not, nor will I, suggest that the laws be ignored when their intent/meaning is clear. My previous reactions to Wolffie’s ideas about CD and HD should have made that clear.

The remaining panelists seem to have fallen prey to “If It Hesitates, Shoot It!” syndrome. The most surprising (to me) comes from our usually stalwart...

Gerard: “I assume even the Moderator concedes the break in tempo, so we won’t have to endure another lecture about whether it was or it wasn’t.

“There’s a simple explanation to North: ‘You blew it. You want to show two extra aces, do it over 5NT. You can even bid 7♦ in case that’s what South needs to bid 7NT—this can’t be a place to play after you rebid 3♣. We’re not casting aspersions on either your ability or your integrity, it’s just the way the laws tell us to rule in cases like these.’

“The Committee let North off with a free pass. Sure South should have planned her action, but North should have taken out insurance against her not doing it. Responding non-specific kings with that hand is forcing to Committee, given the frequency with which these problems occur. It’s Goldie’s Last Case all over again, without the muddle as to the length of the hesitation. I’ll repeat ad boring infinitum: if some North had intended to respect her partner’s decision she would have bid exactly as this one did, so who’s to say what her intention was?

“You want a hand, how about ♠Jxxx ♥AQ109x ♦Axx ♣A? Even with a doubleton diamond: ♠Jxx ♥AQJxxx ♦Ax ♣Ax. Who knows what South holds? Pass was a LA and the majority didn’t need to apologize for its decision. They also

didn't need to enlighten us with what would have happened had there been no break in tempo, unless they were victims of the theory (I've given up using 'Weinsteinian'—there are just too many of them around) that the hesitation was the infraction. The answer to the Chairman's question, as asked, is never. Rub of the green is not an issue in UI cases. You can award a split score when 12C2 lets you do it. In Contamination Blackwood cases, you cannot. Once you have decided that bidding 7♠ is an infraction for the offenders, it remains an infraction for the non-offenders. 12C2's split standard applies to what happens before the infraction ('It was possible that North would make 4♥ if West hadn't pulled East's slow double but not likely'), not to whether the infraction exists. You feel bad for N/S, tough. You feel embarrassed about E/W, tough. Appeals is a dirty job but someone has to do it.

"The Dissent engaged in flawed and dangerous thinking. North didn't have anything she didn't indicate.' She was asked to indicate her short suit and her key cards and she gave the robotic responses. The only time she was asked to evaluate her hand was over 5NT and she didn't do it. I've tried hard to avoid use of the term 'self-serving' but I just can't help it any more: 'I was always going to seven' was the prototype for a self-serving statement. That doesn't make it untrue, just irrelevant. And the Dissent's final two sentences are heresy. Accepting cogent arguments from competent pairs penalizes inexperienced players, lets the Committee avoid its responsibility to present arguments even if not articulated and encourages the bridge lawyering that everyone (well, almost everyone) hates. Worrying about questioning someone's integrity is ridiculous—it's just not what Committees do when they rule according to the laws. And if North wants to take it as an insult to her ability if the Committee tells her that one reason it ruled against her is that she could have bid seven over 5NT, it's a free country.

"Enough. 'I feel your pain' has its place, but not in the Committee room. If we consistently send the right message in Contamination Blackwood cases, maybe everyone will get the point and act accordingly."

✍ The crux of Ron's argument seems to be, when you respond to 5NT in a way which at least seems mechanical, giving no thought to protecting against the possibility of partner breaking tempo, then no matter how compelling the bridge logic of your actions, "You blew it!" This sort of thinking leads to "If it huddles, shoot it!" decisions. When the bridge reasons for an action are compelling and the evidence supporting them is readily available from authorized sources, then even though the player may not have made the best bid a round earlier or anticipated her partner's hesitation on the next round and taken an inferior action to preempt it, we have to let players do what we all would have done or the game simply becomes unplayable. Ron would not bid this way in his regular partnerships, as it would be insulting to his partner and damaging to the partnership morale. Why require it of others in their serious partnerships? Sorry, Ron, but I don't see that this is "just the way the laws tell us to rule in cases like these." To quote from Mr. Treadwell's comment, "It is in cases such as this that Committees do a great disfavor, not only to the players involved but to the game itself by deciding in this manner."

Ron has adopted what in CASE FIVE I referred to as the "European" approach to score adjustment: Once you disallow the tainted action for the offenders, you must also adjust the score for the non-offenders. While that philosophy is certainly legitimate, it leads us away from equity and into LOLA-land. (For those who don't remember, LOLA is an acronym that stands for Law Of Logical Alternative. It was used by Jim Kirkham in an article in the COI Newsletter several years ago and refers to the practice of some Committees of assigning an obscure bridge result to the offenders following a huddle by claiming the result to be a LA because some player somewhere on a mountain in Tibet might take that action.) Passing 6♠ here strikes me as just that kind of un-LA.

As for North not having anything she didn't indicate previously in the auction, I guess that's true—if you consider two extra tricks not to be anything. It's also true that North's statement that she was "always going to...seven" is the poster child for

self-serving statements. But that doesn't mean the Committee can't consider if any evidence from the auction or her own hand supports it. As for the claim that "Accepting cogent arguments from competent pairs penalizes inexperienced players," that is like saying that anyone on trial for a crime who is wealthy enough to afford a "good" lawyer may not hire one because that would penalize others on trial who can't afford a "good" lawyer. I guess that means that Ron will be doing a lot more *pro bono* work in the future.

More support for the "NRA" position comes from...

R.Cohen: "With all due respect to the dissenters, they wanted to reward bad bidding which created UI. South had no clue as to the right strain or level when she jumped to 4NT. Then, after 4NT and 5NT, she was still in the dark, but was able to convey that message through the tempo break. It is my experience that a partnership of 20 or more years experience are very fine-tuned to each other's tempo and must be very circumspect in tempo-sensitive situations. I am not casting aspersions on anyone's integrity, but it is easy to be influenced subconsciously in these situations."

✍ It's not a Committee's job to reward or punish bidding which occurred prior to the infraction. Nor is it their job to give bridge lessons. The quality of the auction South chose to pursue is irrelevant to the final decision. Even if South had no clue what to do after North's RKCB responses, if North had made the winning action clear, then she cannot be denied the right to take that action just because South hesitated or because South chose an inferior auction. A Committee setting itself up to punish what they consider to be bad bidding is as unacceptable as one which tries to reward "good" bidding. Regular partnerships need to be especially aware of their ethical obligations regarding their tempo (and other potential sources of UI). But just as with bad bidding, bad tempo that results in no damage can't be punished just because it was bad. We can educate pairs (like N/S here) about the risks they run if they don't correct their tempo problems in the future; we can even issue a PP if we think it necessary. But we have no basis for adjusting their score.

Polisner: "Why isn't this a classic hesitation Blackwood auction with the standard result? North could have bid 7♠ over 5NT but didn't or could have bid 7♦ to show the king in case partner could now bid 7 NT with the diamond queen. Once she did not do this, she can't overrule partner who could hold ♠J10x ♥AQJx ♦Axx ♣AKxx (which doesn't make a grand a certainty; remove the ♥Q and it's only a 50% contract). How the Director did not believe that a slow signoff did not convey UI is unfathomable. If he/she ruled that there was no LA to 7♠, at least it would be deductible."

✍ I'm not sure if the following panelist supports the Committee's decision or the dissenters. I've placed it among the Committee's supporters because it projects a sense that N/S's statements are merely self-serving rationalizations.

Endicott: "If E/W are damaged they are entitled to redress, if not there is no authorization in the laws for any adjustment of the score. As for the Andrews/Greenberg opinion, it would be nice to think that strong players never rationalize their interests, but experience demonstrates sadly that such is not the case."

✍ The final panelist is unhappy with what went on in this case.

Stevenson: "The point of a Committee is to make judgments and in consequence apply the laws. This Committee seems to have different views.

"South paused before signing off. This conveyed UI to partner, namely that a signoff in spades was not the only possibility. Why the Director thought otherwise is not clear. Law 73C now comes into play. Certain actions by partner become illegal, even if partner had thought about them in advance. The Committee may not

allow a choice between LAs suggested by the UI. Was pass a LA? Was continuing rather than passing suggested by the UI? I believe the answer to both is yes and thus the Committee should have ruled it back to 6♠.

“What is this rubbish about ‘bad’ breaks in tempo? It is not up to a Committee to classify tempo breaks as bad or good: It has to decide whether there is UI, LAs, and so on. The Chairman’s note is also from the planet Zarg: The correct answer is, ‘When playing with a different law book.’ If there is an infraction and damage then the Committee adjusts: If there is not then it does not.

“Now we come to the dissenting opinions, which are clearly attempting to lay the groundwork for Bridge Lawyers everywhere. The suggestion that a Committee is not allowed to make a value judgment without attacking a player’s integrity is an attempt to wreck the appeals procedure: It is totally unfair, it is amoral, and it takes no note of the real world. With the best will in the world, players of unimpeachable integrity delude themselves from time to time and make arguments that are found to be at variance with the facts. Furthermore, the argument is also irrelevant: The prior decisions by the players do not legalize bids made after UI becomes available. Law 73C means that the players will sometimes have to make calls other than pre-planned ones.

“The Committee’s decision was good, but the reasons given seem dubious.”

✍ We’ve already pointed out that the Directors’ statement that there was no UI is wrong. In all fairness, they probably knew that but believed there was no LA to the 7♣ bid with the North hand and simply miscommunicated their thinking (or confused “no UI” with “no LA”) in the write-up.

Regarding the statement that the break in tempo was a “bad” one, I fail to understand David’s criticism. Take my earlier example of a player who makes a slow invitational bid (e.g., 1NT by opener; a slow, natural 2NT by responder). The hesitation, while giving UI, does not convey any clear direction: Responder may have been considering passing or jumping straight to game. Similarly, a huddle before a forcing pass says nothing more than the pass itself says: “I don’t know what to do, you make the decision.” In such cases the break in tempo was not a “bad” one in the sense that the UI does not constrain partner’s actions. In cases like the present the break in tempo is “bad” in the sense that “Certain actions by partner become illegal,” as David points out. But Committees are expected to make such distinctions all the time: It’s their job to determine the implications the tempo has for the subsequent auction. Using the term “bad” to describe those breaks which constrain partner’s actions is not “rubbish,” it’s simply a useful way to indicate that the UI “demonstrably suggests” a winning action or class of actions.

Nor is the Chairman’s note “from the planet Zarg” (though it may be a bit naive). As I discussed in CASE FIVE, we do things a bit differently over here with regard to score adjustments for the non-offenders. The Chairman simply asked for clarification of when we think a non-reciprocal adjustment is appropriate.

Finally, while I agree with David’s criticism of the dissenters’ ill-conceived final statement, I see nothing in his comments or those of any of the other panelists in the final group that convinces me that 7♠ should be disallowed.

Subject (Tempo): Giving Lawyers A Bad Name
Event: Blue Ribbon Pairs, 23 Nov 99, Second Qualifying Session

Bd: 28	Peter Grover		
Dlr: West	♠ KQ10863		
Vul: N/S	♥ A65		
	♦ A		
	♣ K76		
Rhoda Habert	Adam Wildavsky		
♠ J75	♠ 4		
♥ QJ98	♥ K1042		
♦ K96542	♦ 83		
♣ ---	♣ AQ10932		
	Dan Boye		
	♠ A92		
	♥ 73		
	♦ QJ107		
	♣ J854		
West	North	East	South
Pass	1♠	3♣	Pass(1)
Pass	3♠	Pass	4♠
All Pass			
(1) Alleged break in tempo (see The Facts)			

The Facts: 4♠ made five, +650 for N/S. The Director was called at the end of the auction. East had used the Stop Card before the 3♣ bid, placing it on the table for about 12 seconds. After it was removed, South waited about 5 more seconds before he passed. The Director ruled that there was no UI and allowed the table result to stand.

The Appeal: E/W appealed the Director’s ruling. South did not attend the hearing. E/W stated that South clearly broke tempo after the Stop Card was removed. They believed that North’s bid was not clear and that pass was a LA. North stated that 3♠ was automatic and that his partner had responded to the removal of the Stop Card in reasonable tempo.

The Committee Decision: The Committee decided that the tempo break after the removal of the Stop Card was within normal

tempo guidelines and that North’s peers would not consider passing. The table result was allowed to stand.

DIC of Event: Henry Cukoff
Committee: Henry Bethe (chair), David Berkowitz, Ed Lazarus, Bill Passell, Marlene Passell

Directors’ Ruling: 84.2 Committee’s Decision: 76.3

Bethe: “We didn’t give an AWMPP because E/W stated that they had been advised that they had a valid appeal.”

✍ East said he consulted a top expert who told him that this appeal was a good one. If he paid for that advice, he should have saved his money. The Director ruled that there was no break in tempo: that those 5 extra seconds were within normal limits. This is consistent with NAC policy in dealing with breaks in tempo involving Stop Cards. (Also, see my reply to Ron’s comment below.)

While North may not have the best balancing bid, this one is so obvious that I can’t imagine why E/W even called the Director—let alone pursued this on appeal. An AWMPP was strongly indicated. Agreeing with me are...

Bramley: “More of the same. The E/W players in this and the previous case should know better than to pursue such worthless appeals. And where is the AWMPP here? The Committee seems to have dealt readily with both key points. Specifically, there

was no break in tempo and North's bid was automatic *even if there was*. If that combination doesn't deserve an AWMPP, then what does? At least this Committee made the right decision!

"Just for drill, let's review proper Stop Card technique one more time. The player using the Stop Card does *not* control when his opponent can bid. Rather, the opponent should look studious for an appropriate amount of time (so that no one knows whether he really has a problem) before making his call, *Regardless* of how long the Stop Card remains on the table. South appears to have fulfilled this duty too effectively for East. Would East have preferred for South to bid immediately after he picked up the Stop Card?"

"Finally, I am flabbergasted that E/W could suggest that North might have passed out 3♣. Apparently their lust for justice was so strong that they were willing to be roasted in print. Consider that wish granted."

Polisner: "A passed hand opposite a non-vulnerable weak-jump overcall. Doesn't that create a force on North in real life? Whether this was or wasn't a break in tempo or if there was, and it did suggest doing something other than pass, some sort of action by North is mandatory. I would seriously consider an AWMPP."

Treadwell: "To even suggest that North pass at his second turn is ridiculous—he has an ace and a king more than he might have had for an opening bid and extra length in a good suit. The Committee and Director both gave the obviously correct ruling, but if ever a pair earned AWMPP points, this was the case. The Committee was too lenient in this respect."

Kooijman: "I don't know the regulations for using the Stop Card. But in my country, taking 5-6 seconds after the Stop Card has been removed is certainly not a normal tempo. These arguments are a little confusing. If South acted in normal tempo I am not very interested in the bridge knowledge of the Committee: Even when everybody with this North hand would have passed, North still was allowed to bid 3♣. But it won't happen, passing in North. Yes UI; no LA. Another good decision, but a lazy Director (using our regulations). Where did the AWMPP go?"

✍ The next group of panelists agree that allowing the 3♣ bid is clear, but make no mention of the appeal lacking merit.

Brissman: "First, there was a break in tempo according to The Facts. The 10-second pause mandated by the display of the Stop Card begins when the accompanying bid appears and elapses 10 seconds later whether the Stop Card remains on display or not. So action taken 17 seconds after the 3♣ bid appeared is a break in tempo. Nonetheless, I find North's 3♣ call to be sufficiently clear-cut to allow it even in the face of UI."

Stevenson: "Since North is not going to pass the argument about tempo is moot, yet it is interesting nonetheless. ACBL regulations do not require the Stop Card to be displayed for any period of time (as is normal in some other jurisdictions) and a consistent approach should be enforced. It does not help that some players leave it out for a time and some put it away immediately."

R. Cohen: "No problems here."

Endicott: "It hinges on those 'guidelines,' whatever they are. Anything above the norm would ease North's decision."

✍ The guidelines are: (1) Place the Stop Card on the table so that LHO sees it (the skip bidder is responsible for gaining LHO's attention). (2) Make the Skip Bid. (3) Replace the Stop Card in the bidding box. If a player forgets to replace the Stop Card there is no penalty. It is each player's responsibility to maintain appropriate

tempo (a pause of *approximately* 10 seconds) after a skip bid, whether or not the opponent has used the Stop Card or announced a Skip Bid.

There is nothing to prevent a skip bidder from leaving the Stop Card on the table to help his LHO judge when 10 seconds has elapsed. However, there is no reason to believe that the skip bidder's time judgment is any better than his LHO's—unless he actually times the interval. East tells me that this is what he does (in general) and what he did in this instance. I believe him; he is quite militant about it. I also think, however, that leaving your Stop Card on the table and then timing LHO's pause can be disconcerting—perhaps even irritating—to many players. A distracted player might wait for the Stop Card to be picked up before he is able to think about his action. If the League wants players to time their opponents' pauses after skip bids, clocks can be provided for that purpose. A player who chooses to time his opponents must be prepared to deal with whatever problems he creates in the process. Here, East's reward should have been an AWMPP.

The final three panelists find North's 3♣ bid to be anything but clear. Let's hear from our "Shoot It!" faction.

Gerard: "Well, according to the Moderator that's an oxymoron. I don't know Stop Card procedure. I thought you can't control your opponent's tempo by how long you retain the Stop Card. If so, South was free to act after about 8 seconds no matter what East did. Of course South probably didn't know that. But shouldn't the question have been whether the total time consumed constituted a break in tempo? If so, it pretty clearly did. The Committee found that 5 seconds was normal after retraction of the Stop Card, yet why not focus on the 17 seconds total? I really don't know the answer to these questions.

"Given the Committee's determination, there clearly was no infraction. If in fact there was a break in tempo, 3♣ was absolutely barred. The Committee insulted North, or at least his peers, by claiming his peers would not consider passing. If I didn't pass, Berkowitz, ever the voice of reason, would stick it to me on my Master Solvers Panel ('Don't you ever stop overbidding?')."

✍ If Ron had in mind the case's title when he accused me of committing an oxymoron, then his allegation is not totally without basis. If instead he was referring to "normal tempo guidelines" in the Committee Decision, then it may be—but only on the upper end. Pauses of under 10 seconds are entirely inappropriate while those markedly longer may still be within normal guidelines, depending on the auction. This is also consistent with the WBF's new Code of Practice for Appeals Committees. The code says that the period of what is considered uninformative tempo "may be extended in the later stages of a complicated or competitive auction without necessarily creating implications." Our NAC's policy for dealing with breaks in tempo involving Stop Cards allows about a 5-second leeway either way. So on this basis Ron seems to be agreeing with the Committee's decision.

On the issue of the clarity of North's 3♣ bid (assuming UI), Ron is still in the NRA camp. It is unsettling that our normally level-headed Ron has become a rabid reactionary, seemingly intent on disallowing *any* bid following a hesitation. It's also difficult to know what to make of his reference to Berkowitz ("ever the voice of reason") sticking it to him if, in a MSC problem, he chose to bid again with the North hand. Since David, a member of this Committee, supported this decision whole-heartedly ("I can't imagine not bidding again with that hand"), I expected to find a tongue firmly in Ron's cheek somewhere around his final sentence. Alas, no tongue was forthcoming. 'Tis a puzzlement.

Ron has two supporters here.

Rigal: "The Director ruling is clearly wrong, unless he was motivated by the fact that N/S would not appeal the ruling against them and E/W would. (This is not really a justification but I can understand a Director ruling this way in the case of doubt. But here there does not seem to be any doubt that North's action is not automatic.) The fact that South was clearly thinking of bidding 3♣ on his actual

cards makes me unhappy with the Committee decision; I'd like to see N/S at the very least left with +100 or whatever the most unfavorable result at all probable might be deemed to be."

✍ That seems like quite a stretch to explain the Directors' ruling for N/S. A more parsimonious (and logical) explanation is simply that they thought, as did the majority of the panel, that the balancing 3♠ bid was clear-cut.

Rosenberg: "Seventeen seconds is not normal tempo. So there was UI, as suggested by South's hand (how unusual). Since I could see North passing with his hand, that's what I would make him do. His club holding certainly suggests defending. This would send the message to South and those who read the case that breaking tempo in this situation cannot help your side, and may hurt it. As it was, South may have helped her side by huddling. This is a judgment call, but I might pass out 3♣ so it wasn't a close call for me. Of course, if it wasn't 17 seconds that would matter, but the write-up does not dispute the alleged time taken."

✍ Michael is right that North's club holding suggests defending, but if North might have considerably less for his opening bid (Treadwell says an ace and a king; that's either an overbid or an underbid, depending upon your perspective), his significant extra values (an ace-plus and a good six-card suit) argue more strongly for not selling out—especially at matchpoints. In addition, West is a passed hand opposite a preempter. South is marked with at least his actual values and it is no coincidence that North figures to make 3♠ opposite as little as ♠J9x ♥J109 ♦xxxxx ♣Jx. Even game is not out of the question. Quite apart from being a liability, North's club holding is a stopper for notrump. Give South ♠Jx ♥J109x ♦J10xxx ♣Ax and 3NT will likely claim.

But let's get down to brass tacks. I don't believe for a moment that any of our panelists (with the possible exception of Barry) would pass out 3♣ with the North hand. Some might conceive that others would do so, but that may just be their liberalism speaking. Sorry, but like Bart "I am flabbergasted."

CASE TWELVE

Subject (Tempo): If It Hesitates, Shoot It!: The Confusion Continues

Event: Blue Ribbon Pairs, 23 Nov 99, Second Qualifying Session

Bd: 29	Douglas McCormac		
Dlr: North	♠ AKQ9852		
Vul: Both	♥ 64		
	♦ KJ8		
	♣ 7		
Glenn Eisenstein		Bobbie Satz	
♠ 73		♠ 10	
♥ 952		♥ KQ107	
♦ 10532		♦ Q764	
♣ 6543		♣ Q1092	
	Paul Matheson		
	♠ J64		
	♥ AJ83		
	♦ A9		
	♣ AKJ8		
West	North	East	South
	1♠	Pass	2♣(1)
Pass	2♠	Pass	3♠
Pass	4♦	Pass	4NT
Pass	5♠(2)	Pass	5NT
Pass	6♦	Pass	6♠(3)
Pass	7♠	All Pass	
	(1) Game force (1NT=5-15 HCP)		
	(2) Two keycards with the ♠Q		
	(3) Break in tempo		

The Facts: 7♠ made seven, +2210 for N/S. 2♣ was a game force (1NT would have shown 5-15 HCP). The Director ruled that there had been a break in tempo but that North's bid was not demonstrably suggested by the hesitation before South's signoff in 6♠. The table result was allowed to stand.

The Appeal: E/W appealed the Director's ruling. West was the only player to attend the hearing and stated that the break in tempo had been 30+-seconds. The Screening Director apologized for the absence of the non-appellants' signature on the yellow appeal form (to acknowledge their awareness that an appeal was pending and that should they choose not to appear, the only facts available to the Committee would be those known to the Director and those presented by the opponents) and told the Committee that N/S had been informed of the pending appeal. He further stated that both sides had agreed to the break in tempo at the table, but that he did not know how much time N/S thought had actually been taken.

The Committee Decision: The Committee believed that the break in tempo was of the type that may be classified as "bad." A 5NT call, when made in a context such as the present one, should take into account all possible continuations. Prior to bidding 5NT a break in tempo is not informative and should be used to consider what bids will be made, depending on the response. North had already cue-bid 4♦ so South knew which king North held and had placed the contract. The Committee changed the contract to 6♠ made seven, +1460 for N/S.

Dissenting Opinion (Gail Greenberg, Doug Heron): Because the N/S pair did not appear before the Committee and therefore did not present North's justification for bidding after South's hesitation and because North had already cue-bid the ♦K, the contention that North would always bid on is somewhat less defensible [than in CASE TEN—*Ed.*]. The Committee could not ask N/S four pertinent questions: (1) Did the spade rebid by North promise at least six spades? (2) Did the 5NT bidder guarantee all the controls and invite seven? (3) Did the 6♦ bid show only one king or the specific king and therefore not deny the ♥K? (4) How experienced were N/S as players or as a partnership? In light of these deficiencies in the Committee's knowledge, which certainly weakens the N/S case, we still believe that bidding 7♠ is permissible but far less clear-cut than in CASE TEN.

DIC of Event: Henry Cukoff

Committee: Robert Schwartz (chair), Robb Gordon, Gail Greenberg, Doug Heron, Riggs Thayer

Directors' Ruling: 66.9

Committee's Decision: 73.1

✍ Let's start by noting the critical differences between the present case and CASE TEN. Here North has rebid his spades, which in some partnerships shows (or at least suggests) extra length. Here North has cuebid diamonds (the king, no less), expressing slam aspirations (unless South's 3♠ bid demanded a cue-bid of any first- or second-round control) and/or extra values. Here South has bid a suit of his own (clubs), making it possible that he might need either a fit in that suit for grand-slam purposes or to ruff long-suit clubs good to make seven. Thus, South has more control in the present auction than in CASE TEN and there is no compelling argument that North has gone slowly looking for a notrump contract. Finally, here South's hesitation was alleged to be of significant length (30+ seconds) while in CASE TEN it was alleged only to have been "in excess of 10 seconds."

As I pointed out in CASE TEN, partners sometimes pursue grand slams with more enthusiasm than good sense. Even after making seven-level overtures, we've all been in small slams that were either unmakeable or required heroic efforts. Thus, I agreed with Michael Rosenberg in CASE TEN when he said, "If North had only six spades I would disallow the 7♠ bid." Let's see if he meant what he said.

Rosenberg: "This is less clear-cut than CASE TEN and the dissent cogently expounds the reasons why. Maybe South, who had responded 2♣, then needed the ♣K for a grand with ♠J10x ♥Ax ♦Axx ♣AQJxx. This is especially true if North guaranteed six spades. And why didn't North bid 7♣? He was never going to play notrump since he might need to ruff out clubs. Since everything about this case was N/S's fault (not jumping to grand, breaking tempo and not attending the hearing) I agree with Committee."

✍ That's being consistent. I do have some sympathy for North here. Most pairs don't play the 2♣ rebid as promising extra length or even an especially good five-card suit. (Did this pair? Did anyone ask?) Often the rebid is used as a waiting bid, indicating that nothing else was more descriptive and allowing the 2/1 bidder room to describe his hand. The 4♦ cuebid could have been forced. South showed club length, increasing the chances that a long-suit trick may need to be established via ruffs, and North has the best club holding, other than ♣Kx, for that purpose. And finally, it is hard to construct a slammish hand for South that does not provide a reasonable play for 7♠.

Then why not allow the bid? Because much of the above is conjecture; N/S didn't show up to defend their actions. Because South went out of his way to tell North what cards would be good for the grand (club honors) and North doesn't have them. Because hands exist (Michael Rosenberg's is just one of them) where 7♠ is risky—even with North's two extra trump tricks. Because in modern methods partner sometimes bids a 2/1 (game force) in a non-suit (South only had four clubs and might have had only three). So I agree with Michael: that this time the 7♠ bid cannot be allowed—just barely! Agreeing with us are...

Weinstein: "Unlike CASE TEN, this North has already made a slam try. Even if he has a bit to spare it is not the overwhelming extras that were undisclosed in CASE TEN. Pass is a LA and N/S should be rolled back to 6♠. I could go either way for E/W."

Bethe: "The main thing this case proves is that it doesn't matter whether you appear before the Committee. In CASE TEN N/S appeared and provided a cogent argument supporting the 7♠ bid. It was not allowed. In CASE TWELVE N/S did not appear; again the bid was not allowed. If this Committee had allowed the grand

in CASE TEN, but not in CASE TWELVE, I would understand the Greenberg-Heron footnote. Since it was allowed in neither case, I don't understand it at all. On the other hand, this auction calls for North to bid a grand over 5NT far more clearly than the auction in CASE TEN. So I have far more sympathy with the banning of the final bid here than in the other case."

✍ Several panelists saw this case as no different from CASE TEN.

Gerard: "And you're still wrong, just like you were in CASE TEN. Doesn't suggesting that 5NT might not guarantee all the controls cast aspersions on N/S's ability or integrity? Why are we wasting all this time trying to drum up support for pairs that produce these kinds of auctions? They don't know how lucky they are. They're getting a bridge lesson and they don't even have to pay for it."

✍ That kind of attitude is elitist and dangerous. Each pair has the right to our careful reflection—and possible disdain. Beyond that, Ron provides yet another good reason for not allowing the 7♠ bid (this time): There's no evidence that 5NT guaranteed all the keycards!

Stevenson: "I wonder how many people go on to grand slams after partner has signed off after Blackwood in the absence of a tempo break? Not many!"

"There is a continuous stream of people 'getting it right' after a slow signoff and then producing specious arguments as to why it is acceptable on 'this' occasion. Players whose understanding of Law 73C is good would pass 6♠ routinely because they realize that the laws require it. More education is clearly needed for the rest of the players and certain appeals members.

"As with CASE TEN, there are only a few relevant questions and the Committee has been sidetracked. Would a player of similar ability seriously consider passing a signoff of 6♠? Yes, so the decision is easy. Note the dissenting opinion concentrates on non-essentials: They are not asked to decide what this pair would do.

"As for the ruling, for a Director to uphold 'Hesitation Blackwood' is extremely strange."

✍ David's initial question is intriguing. I'd be interested in seeing statistics. I know from my time at the table (yes, I can remember back that far) that it does happen with reasonable frequency. But I have no sense that it rivals Hesitation Blackwood frequency.

R. Cohen: "See CASE TEN."

Treadwell: "Virtually a repeat of CASE TEN"

Polisner: "Since this is the same Committee as for CASE TEN, it is not surprising to see the same decision and dissenting opinion, nor is it surprising that my comments are the same."

✍ Sorry, but this is *not* the same case as CASE TEN—for all of the reasons stated earlier. It's just the same deal.

Endicott: "The contention that North would always bid on' has nothing to do with the case. The Committee has to keep its eye on the ball; the ball is 'LA'."

Kooijman: "This 7♠ is less obvious indeed and I don't think I would have allowed it as Director. But if the Blue Ribbon pairs is a high quality event, as it sounds like (sorry, I really don't know), I would have joined the dissenting opinion."

✍ The Blue Ribbons is a high-quality event—but it's been higher!

CASE THIRTEEN

The final three panelists stand by the dissenters, though with somewhat less conviction than in CASE TEN. (Bart will only let up enough to listen if someone wants to try to talk him out of the AWMPP for E/W.)

Bramley: “The dissenters have got it again. Even though North has fewer undisclosed extras than in CASE TEN, he still has enough. His seventh spade is a clear extra and his sixth spade might be. The ♠J is certainly an extra. Also, in contrast to the CASE TEN auction, North could reasonably hope for a longer club suit in South, with the extra trump length increasing the chance of setting up and using the long club(s). Further, the singleton club may be key if South is lacking the king. Yes, this North also had a clear seven bid.

“As in CASE TEN, I would have let the result stand and given E/W an AWMPP. I might let you talk me out the AWMPP here, but that’s as far as I’ll go.

“These two cases illustrate the danger, previously noted in CASE FOUR, of having almost the same Committee hear multiple cases from the same deal. This time they blew it. The N/S players were unlucky that the six players who served on these two Committees included the three majority members both times instead of the three (total) dissenters.”

☞ Now we’re reporting “total” dissenters as well as “total” time to bid. Live and learn.

Rigal: “This time the points made by the dissenters are equally valid as in CASE TEN, but that only seems to me to be a reason for the Director to take away the 7♠ bid initially—not for the Committee to decide this way. The Committee made the same knee-jerk decision as in the previous case, but this time there is certainly more reason to do so. I’d go with the dissenters again, but only after considering all the points they make carefully, and the ♠J is what persuades me in the end.”

Brissman: “My thoughts do not change much from those I made on CASE TEN. Given that South’s tempo variation was ‘bad’ (what is a ‘good’ break in tempo?), North is still allowed to take clear-cut action. A player holding one or two tricks more that he has shown is entitled to bid a grand slam once partner has bid 5NT, regardless of what transpired subsequently.”

☞ That might be true, Jon, if the auction and bidding methods convinced us that North held as much in reserve as the North in CASE TEN. But unfortunately they don’t. We have to bite the bullet and teach N/S the lesson Ron and David hold so dear: Beware Law 73C!

Subject (Tempo): The Fate Of The Reluctant Three-Card Raise
Event: Blue Ribbon Pairs, 23 Nov 99, First Qualifying Session

Bd: 19	Carl Dahl, Jr.		
Dlr: South	♠ AQ643		
Vul: E/W	♥ AKQ9		
	♦ 10		
	♣ 842		
Ed Ulman	Mark McCarthy		
♠ KJ52	♠ 1098		
♥ J1062	♥ 85		
♦ A2	♦ QJ9853		
♣ J73	♣ 109		
	Marie Dahl		
	♠ 7		
	♥ 743		
	♦ K764		
	♣ AKQ65		
West	North	East	South
Pass	1♠	Pass	1♦
Pass	2♥(1)	Pass	2♣
Pass	3NT	All Pass	3♥(2)
(1) Alerted; fourth suit, one-round force			
(2) Break in tempo			

The Facts: 3NT made four, +430 for N/S. The opening lead was the ♣10. There was an acknowledged out-of-tempo 3♥ bid. The Director ruled that the break in tempo could have suggested only three-card heart support (Law 16A). The contract was changed to 4♥ made four, +420 for N/S.

The Appeal: N/S appealed the Director’s ruling and were the only players at the hearing. North said he was looking for a three-card preference to spades and once he didn’t get it, he was always headed for 3NT. N/S said the pause had been about 20 seconds.

The Committee Decision: The Committee believed that 4♥ was a LA and that 3NT was demonstrably suggested by the tempo of the 3♥ bid. The contract was changed to 4♥ made four, +420 for N/S. The Committee believed that a player of North’s experience (5,000+ masterpoints) should have

understood that this appeal could not succeed. N/S were each assessed an AWMPP.

DIC of Event: Henry Cukoff

Committee: Henry Bethé (chair), David Berkowitz, Ed Lazarus, Bill Passell, Marlene Passell

Directors’ Ruling: 96.9

Committee’s Decision: 96.4

Bethé: “The changing of the contract to 4♥ looks automatic. The result in 4♥ does not: East might lead any suit. Many lines of play would lead to +450 for N/S. For example, on a club lead South wins and takes a spade finesse. Now spade ruff, three top trumps and start running clubs, pitching a diamond on the fourth round. A diamond return gets ruffed, a spade return allows North to establish the fifth spade. Only two rounds of diamonds on lead holds the contract to four. Of course North did not bring this up for the Committee to consider. But I think we may have been derelict not considering it ourselves. What should a Committee do in such a case? The most likely result, in my opinion, in 4♥ is made five but it is possible that declarer will make only four. 3NT made four. As I understand the law, if we change the contract, N/S should get +420. But should E/W get the –430 table result or the most likely result in 4♥, namely –450. I have a headache.”

☞ As Henry indicates, this is an easy case with respect to determining whether

there was UI (there was) which could have suggested the bidding 3NT rather than 4♥ (it could) and whether 4♥ was a LA to 3NT for North (it was). However, it was a complicated case with respect to determining if there was damage and if so, how to adjust the scores using the different 12C2 criteria for the two sides.

The score should be adjusted for the non-offenders *only* if there was damage, defined in terms of the score: If there was a likely result that was more favorable to them, then they should get it. Otherwise, they should keep the table result. So if the Committee decided that 4♥ making four was not likely (i.e., almost all of the time 4♥ would make five), then E/W should keep the table result (-430 versus -450). As for the offenders (N/S), if it was at all probable that 4♥ would make only four, then they should be assigned +420.

Looked at another way, symmetrical scores should be assigned to the two sides in either of two situations: (1) If 4♥ making four is judged to be “likely” (and thus “at all probable”), both sides should get 420’s. (2) If 4♥ making four is judged not “at all probable,” both sides keep the table result (there was no damage to E/W and N/S could only profit from a score adjustment). Non-reciprocal scores should be assigned only when a poorer result than the one at the table is “at all probable” but not “likely.” E/W should then keep the table result (they were not damaged; the alternative is worse for them) while N/S should be assigned +420 removing any chance that they might profit from the UI.

The key is the Committee’s judgment of the relative likelihoods of the two possible outcomes in 4♥ (420 and 450). They appear to have decided that 420 was “likely.” Henry is right in saying, if we judge this result to be “at all probable” (I agree it was; East could lead a diamond), then N/S should not receive +420. And they were. His dilemma is that he suspects that 420 was not “likely,” and so E/W should have kept the table result of -430 as they weren’t damaged. I would guess that on the most likely leads against 4♥ (a club or a heart) North would play along the lines Henry described and make five. Thus, I agree with him that E/W were not damaged and should have kept the table result of -430.

The next panelist explores these issues, along with that of the AWMPP.

Polisner: “I agree that the contract should be 4♥; however, the score at that contract could be anything from +480 on a trump lead to -50 on inferior play after a minor-suit lead. I certainly agree with the award of the AWMPP since the basis of the appeal was the right to bid 3NT as opposed to the number of tricks awarded by the Director in 4♥.”

☞ Yes, the AWMPP was entirely appropriate. The following panelists agree.

Bramley: “This is more like it. When they have no case, tell them!”

Rosenberg: “Good, including the AWMPP. North said he was looking for a three-card preference. What would that have been in his system? A *fast* 2♠ bid?”

Treadwell: “At last we see an appeal in a hesitation case where the break in tempo did transmit UI and the partner may have used this UI. The Committee was eminently correct, as was the Director, in disallowing the appeal and also correctly awarded an AWMPP to N/S.”

Rigal: “Good job all around. North was not only using UI he was being very dense too. 4♥ could so easily have been the better spot than 3NT that even if he knew it was a four-three fit he should have bid 4♥. I like the AWMPP here too, which is especially relevant in the case of what looks like a regular partnership. (With husbands and wives might there be a case for an automatic Recorder form?)”

☞ One panelist expresses reservations about AWMPPs.

Endicott: “This AWMPP thing is costing the ACBL money?”

☞ Yes, but it’s money well spent. Putting up \$50 to appeal a ruling is quite inequitable for many players, to whom even the remote prospect of losing their money is a prohibitive factor. In the WBF, where Grattan sees most of his appeal work, the \$50 deposit is largely a non-issue.

Weinstein: “Very brief and very good.”

☞ The next panelist appears to have missed the point of this case.

Stevenson: “It is a little difficult to see how the Committee expects North to investigate a five-three spade fit and reach 3NT otherwise.”

☞ Once South raises hearts, which should guarantee four-card support (e.g., 1-4-4-4 or 0-4-5-4 distribution; otherwise she should rebid 2NT or a minor), 4♥ by North is clear. The 2♥ bid is not the one in question; the 3NT bid is once a four-four heart fit has been located.

A final note on the Committee makeup...

R. Cohen: “A comment about the makeup of the Committee. Do we really allow a husband and wife (or anyone and a significant other) to sit on a Committee together? No problem with the decision.”

☞ My understanding is that we try to avoid this situation whenever possible. I am told that the Passells were staying a significant commuting distance from the hotel and had get a ride back to their lodgings each night. It was impractical for them to serve on separate nights so they were permitted to serve together. Having said that it was probably right, if they couldn’t conveniently serve on different nights, to take turns serving on the nights they stayed (together). That way they could both have served (half the time) and still avoided both serving on the same Committee.

CASE FOURTEEN

Subject (Tempo): The Open-Ended Versus Committal Pass
Event: Blue Ribbon Pairs, 24 Nov 99, Second Semifinal Session

Bd: 22	Howard Weinstein		
Dlr: East	♠ A9864		
Vul: E/W	♥ K7		
	♦ QJ4		
	♣ K107		
Pony Nehmert	Michael Yuen		
♠ Q32	♠ K10		
♥ Q10643	♥ J		
♦ K632	♦ A10875		
♣ 6	♣ QJ852		
	Zia Mahmood		
	♠ J75		
	♥ A9852		
	♦ 9		
	♣ A943		
West	North	East	South
		Pass	Pass
Pass	1♠	1NT	Dbl
Pass(1)	Pass	2♣	Dbl
2♦	Dbl	All Pass	
(1) Break in tempo			

The Facts: 2♦ doubled made two, +180 for E/W. The players tried to call the Director right after the hesitation, but none was available. West's second pass took between 10 seconds (West's admission) and 20 seconds (North's estimate). West said that East was allowed to pass 1NT doubled if he thought it was right. The Director ruled: West's pass of 1NT doubled suggested that 1NT doubled is the right contract; with good spot cards and a spade stopper, pass was a LA for East; the hesitation suggested that West had a fit for one of East's suits. The Director changed the contract to 1NT doubled down one, +200 for N/S (Laws 16 and 12C2).

The Appeal: E/W appealed the Director's ruling. Only East and North attended the hearing. East offered that he would never play 1NT doubled opposite a hand that could not open in third seat. The E/W partnership had not

discussed continuations in these types of sequences. West, with her regular partner, might have played something different in Germany. Pass showed no preference for either of his suits in East's view. North believed that East might pass with the king-ten and jack in the majors. He believed his side had continued to play bridge and that South thought he had four or more diamonds in this auction.

The Committee Decision: The Committee decided that East was never going to play 1NT doubled. East, with slow cards and no source of tricks, would have tried clubs first with equal length. The Committee allowed the table result to stand. The Committee believed it was unfortunate that West had chosen not to attend the hearing to answer questions. The law does not force all four players to attend, yet it would have made the Committee's job easier if it could have talked to all of the parties.

DIC of Event: Henry Cukoff

Committee: Martin Caley (chair), Larry Cohen, Doug Doub, Gail Greenberg, Simon Kantor; (Michael White, scribe)

Directors' Ruling: 60.3

Committee's Decision: 81.4

✍ As I interpret the write-up, E/W were not a regular partnership (East is Canadian; West is German) and had not discussed continuations in this sequence. (How many of us have discussed this with a casual partner?) A reasonable default agreement about West's pass of 1NT doubled would be that it shows no preference

between the minors and asks East to choose his better minor (especially if he might be five-four). An alternative and in my experience less common agreement is that the pass suggests playing 1NT doubled. But with both East and West being passed hands, I think this interpretation is much less likely than the first. Logically, West could prefer diamonds to clubs if she is also willing to play 1NT doubled (should East pass) and it could easily have taken her a few moments to work that all out in this "unusual" auction.

Was West's comment to the table Director (that East was allowed to pass 1NT doubled if he thought it was right) a declaration of a partnership understanding or an assertion of bridge logic? The meaning of statements like that by foreign players whose English is tentative should not be taken too literally—at least not without careful questioning.

"Sorry, Howie, but you blew it on this one" seems to be the sentiment of the majority of the panel. I must confess that I agree with them.

Bramley: "Sorry, Howard, I've got to call 'em as I sees 'em, and this is one of the worst Director calls I've ever seen. You should have known that you would have no chance in Committee and not tempted the Director into the egregious ruling that he made. You got foxed (ponied, actually) by a baby maneuver into committing your own atrocity and then you expected the authorities to bail you out? Get real.

"P.S. That guy you were playing with shouldn't have wanted anything to do with this, either."

Polisner: "In standard bridge, when one partner has made a weak two-suited takeout partners pass of a double (when he has already passed) merely shows no preference—not a desire in this case to play 1NT doubled. It appears that West's huddle was more likely that she was asleep or a clever plan to try to get doubled in 2♦. What is clear is that West's slow pass does not convey any UI. I would have awarded an AWMPP if the ruling was that the table result stands and N/S appealed; but I'm sure that Howard would never have suffered that indignity."

✍ Doesn't West's hesitation in an inexperienced partnership mean "I don't really want to play here"? If you think so, then perhaps you should wait until you read Howard's comment at the end.

Treadwell: "This was an easy decision for the Committee; there is no way the East hand would choose to play 1NT opposite a hand which could not open in third seat. I suspect that N/S, a very experienced pair of players, would not have appealed a ruling by the Director in favor of E/W."

Rosenberg: "Good. N/S gambled and lost. Does Howard really believe his opponents had any agreements about this situation?"

R. Cohen: "N/S got suckered by West and want redress? Come on Howie! Had you not doubled you would have declared 2♠ and we'd have no longer heard from you. We know that two passed hands—both unbalanced—will never play 1NT doubled. They may go for their lives in a suit trying to find a better spot, but never in 1NT."

Brissman: "The Committee did a fine job. But I do not understand the Director's conclusion that the hesitation suggested a fit (and inferentially that West had a clear-cut action but simply chose not to take it). See if you get the same results as I did with this experiment: Give the East hand and the auction with the hesitation to a number of players and ask them what West's hand might be. No one guessed that a hand of West's shape was possible. I think the Director must have said 'The hesitation likely suggests...' and then looked at West's hand."

✍ The next four panelists, with their European origins, are more familiar with West than the rest of the panel.

Rigal: “I understand the Director ruling but even though West is a seasoned international I do not think this East would ever have passed 1NT. (I have never done this; have you?) E/W are an OKbridge partnership and thus unlikely to have agreements here. I’d have let the score stand, particularly since I could rely on N/S appealing if necessary. The Committee made all the appropriate points including the one about attendance.”

Stevenson: “Good decision. As with quite a few of the write-ups, there is no mention of a LA and we can only surmise whether the Committee took the decision for the right reason, i.e. that pass is not an action that players of East’s standard, playing his system and style, would seriously consider.”

Endicott: “Oh, I don’t know. What could West have said? It takes slow intelligence to pass the double in East whilst West can do what she likes, not having any UI. North’s double is a mite forward, a pass is thinkable.”

Kooijman: “When did N/S call the Director in the second instance? Not after the play, I hope. To restrict appeals, players should contribute and not even think of seducing a Director into giving a favorable ruling. Well he did, and wrongly.”

☞ Two panelists think the Committee was wrong and the Director correct. The first senses (appropriately) that his opinion is not be the one we would expect.

Gerard: “I wonder if Mr. Weinstein expects sympathy from this corner. I’ve had this theory for quite a while that world-class players double a lot less than us other folks. If South expected four or more diamonds from North (clearly he did), then it was wrong to double, especially in direct seat. Maybe North would have us believe that he knew he was stretching his system and taking a calculated gamble, but leap ahead to CASE EIGHTEEN to see what happens when you play fast and loose with the odds.

“Okay, so his judgment was flawed. He still couldn’t do better than +200 in 1NT doubled. I don’t know what East was going to do but I know what he should have done after West’s pass. But we all know that the hesitation cancels the penalty meaning of the pass. The insidious ‘no preference’ pass will rear its head at least twice more in these cases, but who could blame West on a slightly different layout for saying ‘I didn’t think it was legal to say ‘content’ or to smile before passing.’ What would East have needed to pass, 3-2-4-4? Did both of the opponents have to be at full values? Maybe East can find an expert to ‘confirm’ that pass indicated no preference, but experts usually don’t refrain from doing what they’re asked to do without a reason. Jeez, one more jack and East would have opened the bidding. The Director was spot on and I’ll bet West would have passed with East’s hand.

“I can understand the Committee’s distaste for North’s position, but sometimes you have to hold your nose and do the right thing. I’m surprised that one nameless member with initials L.C. bought into the decision.”

☞ “We all know that the hesitation cancels the penalty meaning of the pass”? That “all” is an overbid, as Howard will demonstrate momentarily.

Bethe: “The Director determined West’s understandings at the table. Pass said that this is our home. West’s slow pass of the double clearly indicated choices of action. East may not take action based on the UI. East may not remove 1NT doubled. End of story.”

☞ I fail to see how Henry concluded that the Director determined West’s understandings at the table. I can’t determine whether West thought her side had an understanding that pass was to play or that she thought it was clear from bridge logic that East could pass if he deemed it right.

Finally, North himself explains why the score should not have been adjusted.

Weinstein: “Mea (and Zia) culpa. We got this wrong, the Directors got this wrong, and the Committee slightly got this wrong. I still believe that pass is a LA, especially when West says pass is a possibility and not specifically a choice of suit contracts. Indeed, the first two players I gave the hand to passed with the East hand. The Committee might have been right when they said that this East was never going to pass 1NT doubled, but that doesn’t change whether it is a LA. And if LA was the only criteria, it would be correct not to adjust the N/S score anyway, based on the most likely result in absence of UI.

“Now for the mea culpa part (though you may believe the former deserves one also). What we missed, the Directors missed, and the Committee never apparently considered was that the huddle does not suggest that passing is correct. If West is considering playing 1NT doubled it will take time to make that consideration. A quick pass would likely provide the information that West wasn’t considering playing 1NT. If anything the huddle contraindicates pulling 1NT and the UI doesn’t come close to demonstrably suggesting the pull. Whether it was Zia or me who called the Director (I really don’t remember) I strongly regret the call and apologize for being the perpetrator (or abettor) of an “If it huddles shoot it” Director call.”

☞ By George, I think he’s got it!

CASE FIFTEEN

Subject (Tempo): He Who Hesitates Is Lost

Event: Stratified Open Pairs, 24 Nov 99, Second Session

Bd: 7	♠ J95		
Dlr: South	♥ J953		
Vul: Both	♦ J10965		
	♣ 5		
♠ KQ762		♠ 104	
♥ Q104		♥ 7	
♦ AK4		♦ Q32	
♣ K10		♣ QJ98763	
	♠ A83		
	♥ AK862		
	♦ 87		
	♣ A42		
West	North	East	South
Pass(1)	2♣	3♣	1NT
(1) Break in tempo			All Pass

The Facts: 3♣ made four, +130 for E/W. The Director was called at the time of the 3♣ bid. N/S stated that West had broken tempo prior to his first pass. East thought that there had been no break in tempo and West thought he had taken about 6 seconds to pass. Since the facts were not agreed, the Director ruled that West's holding made a break in tempo likely (Law 85B) and that this could have suggested the 3♣ bid. N/S was assigned a score of Average Plus and E/W assigned an Average Minus.

The Appeal: E/W appealed the Director's ruling and West was the only player to attend the hearing. West, who had 1800 masterpoints, agreed that he had hesitated while counting his

defensive tricks against notrump. When asked to demonstrate his tempo he simulated a pause of 6 seconds.

The Panel Decision: Two of the three experts consulted thought that the hesitation suggested both an immediate 3♣ bid (rather than a pass or a double) as well as a delayed 3♣ in the auction, 1NT-P-2♣-P; 2♥-P-P-?. The third expert believed that the pause did not suggest the 3♣ bid. All three experts agreed that pass was a LA in both auctions and that +140 for N/S was a likely result. In accordance with Laws 16A and 12C2, the contract was changed to 2♥ made three, +140 for N/S.

DIC of Event: David Marshall

Panel: Olin Hubert (reviewer), Ron Johnston, Charlie MacCracken, Roger Putnam, Matt Smith

Players consulted: Jim Barrow, Bob Gookin, Mark Molson

Directors' Ruling: 64.4

Panel's Decision: 88.3

West's hesitation usually suggests either greater-than-expected strength or a distributional hand which is unshowable in E/W's defensive methods. Similarly, Stayman usually suggests a hand containing at least constructive values (unless responder has a runout type of hand that plans to pass opener's rebid). In a vacuum, the latter hand type is not very likely, especially when East is so weak. But West's huddle, if based on a strong-notrump type hand, increases the likelihood of North having a weak runout and makes the 3♣ bid more attractive. Of course East's weakness by itself makes it more likely that West has some values, but against that North's Stayman bid suggests some values. And what about E/W's vulnerability? Bidding on such modest values runs a significant risk of East going for a number, even if N/S can't find a double. If West has values he will know that East's is bidding on distribution and not high cards, thus lessening the chance that he will get E/W too high. All things considered, West's break in tempo makes East's bid a

more attractive proposition—certainly far less dangerous. So the 3♣ bid directly over North's Stayman response cannot be permitted. What then?

If East passes, South will bid 2♥ and that will be passed back around to East. North's pass will suggest a runout hand and mark West with some values, so East's 3♣ bid then becomes a standout action. But South is likely to compete further with 3♥ and West would then be tempted to make a matchpoint double with four almost-certain defensive tricks in his own hand. As I make the double "at all probable," I would assign E/W -730. As for N/S, I would assign them +140 since I don't think the double meets the standard of "likely."

Thinking along similar lines is...

Bethe: "Well now. East cannot bid 3♣ immediately but how can you stop him after it goes 2♥-P-P? And would N/S have competed to 3♥? And would West have passed this out? Doubled? Bid 3♣ on the way to 4♣? While I agree that 140 is the right result in 2♥, it is not at all clear to me that this is the result that would have been achieved in the absence of the direct 3♣ bid. So I think I agree with the floor Director, no result was determinable and Average Plus/Average Minus was the right ruling."

And he was doing so well—right up to the end there. Just because you aren't sure what result would have occurred without the irregularity, doesn't mean that you throw up your hands and assign Average Plus/Average Minus. You should determine what results are possible, divide them into those you think are "at all probable" and those you judge "likely," and then assign the most unfavorable of the former group (3♥ doubled in my judgment) to the offenders (E/W) and the most favorable of the latter group (3♥ undoubled) to the non-offenders (N/S).

Bramley: "Correct decision. This rated an AWMPP. The Director's ruling was lazy because Directors and Committees [and Panels—*Ed.*] should always try to assign a real result, using Average Plus/Average Minus only as a last resort. Assigning a result of 2♥ making 140 should have been within the Director's capability."

Weinstein: "A delayed 3♣ would have been okay but would likely result in either North or South completing to 3♥ anyway. Surely an adjudicated table result instead of Average Plus/Average Minus by the initial Director was not too much to ask."

There seems to be a difference of opinion about the possible AWMPP.

Kooijman: "Interesting case. More difficult to consider the validity of the 3♣ bid in the next round than to reject it at this stage. No problem to decide that East had available UI after which the direct 3♣ is not allowed. But no damage if we allow 3♣ in the next turn. These kinds of bids are probably never the only alternative, but well-judged they are. So, reluctantly, I would have given high marks had the Director not given an artificial adjusted score. It doesn't seem a difficult analysis to award nine tricks, is it? It seems worth saying that this appeal by E/W does not lack merit, so no penalties here."

Treadwell: "The rationale of the Panel and the expert consultants seem reasonable. Even if East passes at his first turn, rather than bid 3♣, forbidden by the UI from partner's break in tempo, and then bids a more indicated 3♣ after 2♥ by South, it is quite likely South will then bid 3♥. He does have a good five-card suit, implied support and shortness in clubs in the North hand. Thus, the likely result for N/S is 140."

I wonder if they considered the possibility of West doubling 3♥? Clearly the following panelist did.

Rigal: "Right ruling, wrong adjustment by the Director. We must start expressing

our displeasure with these inappropriate averages a little louder (or is it Gary Blaiss who has to do that?) I think the link between the break in tempo and the bid is not a strong one, but I do not feel strongly about this. If the Panel thought the pause made the 3♣ bid more attractive I'll go along with that. That is, after all, why we have Panels. If East passes initially, +140 or +730 are both very likely for N/S. If so, I think E/W got off lightly here."

☞ Thinking along lines similar to those of Bart, Howard and Barry with respect to assigning inappropriate averages are...

R. Cohen: "What is this Average Plus/Average Minus ruling? 12C2 does not permit it. This ruling appears again and again. Gary Blaiss, put a stop to it! The Directors must make legal rulings and maybe we'll get rid of some appeals."

Stevenson: "Back to the bad old days! If Directors are going to give rulings that are not permitted by the laws of bridge, why not eliminate them and let the waiters give the rulings and the Panels sort them out? In UI cases, the Director has two options. First, he does not adjust if there is no infraction or no damage. Second, he assigns a real score based on the conditions of Law 12C2 if there is an infraction and damage. This real score is an attempt to redress the balance. A score of Average Plus/Average Minus is applied in cases where some mechanical occurrence prevents the board from being played, e.g. where a player looks at the wrong hand. Directors who give such rulings for UI cases are either ignorant of the laws or lazy. This might be acceptable in a club with an unpaid playing Director, but in an NABC?"

☞ Raising the issue of the rigor of the Panel's process—or maybe just of the write-up...

Polisner: "Surely West thought that East was bidding his hesitation by his pass of 3♣. This leads me to conclude that there was a break in tempo. My problem with this Panel's writing is that they do not go through the three-step process, but merely go to the third step as to LA. It is clearly wrong to do this as most calls have LA implications. Unless there was UI which demonstrably suggested that bidding 3♣ was likely suggested by the hesitation, there is no basis to proceed to a LA analysis."

☞ Picking up on West's culpability, as indicated by his failure to bid 3NT...

Rosenberg: "It seems likely that not only did East bid 3♣ because West broke tempo but also that West knew it. If East had what he should have had (AQJxxx), 3NT would be cold. The whole thing stinks. South's failure to bid 3♥ was an error, but not an egregious one, except at the top level."

☞ Finally, one panelist was troubled by the opinion of the third consultant who did not believe the hesitation suggested the 3♣ bid.

Endicott: "Did the third expert think the pause conveyed anything at all? If not, why not?"

☞ Perhaps, as I mentioned in my opening statement, that player recognized that such huddles can conceal a distributional hand with no systemic descriptive bid, in which case East can reasonably expect short clubs with West which would make 3♣ less attractive. Whether this is a viable possibility is arguable. I would tend to discount it under the present circumstances—especially given West's pass of 3♣!

Subject (Tempo): Six Solid Ain't Enough
Event: Flight B/C Swiss, 24 Nov 99, Second Session

Bd: 17	♠ 864		
Dlr: North	♥ 972		
Vul: None	♦ A94		
	♣ AJ106		
♠ A9		♠ KQJ1053	
♥ 64		♥ 105	
♦ J10876		♦ KQ5	
♣ 9543		♣ K8	
	♠ 72		
	♥ AKQJ83		
	♦ 32		
	♣ Q72		
West	North	East	South
	Pass	1♠	2♥
Pass	Pass(1)	2♠	3♥
3♠	4♥	All Pass	
(1) Break in tempo			

The Facts: 4♥ made four, +420 for N/S. All players agreed that North hesitated 10-15 seconds before passing at his second turn. The Director believed that pass was a LA to South's 3♥ bid (Law 16). Since pass by South would not have ended the auction (North would certainly have bid again), the Director was unable to assign an alternate score. E/W was protected to +3 imps (Law 86).

The Appeal: N/S appealed the Director's ruling. South said he would always have bid 3♥ and because his suit was so good, he was unlikely to get doubled. North said he did not raise partner earlier because his 9 HCP and partner's maximum of 15 HCP was unlikely to be enough for game. N/S agreed that North had taken some time to pass 2♥

but they believed it had not been longer than 10 seconds. E/W believed that the marked huddle suggested bidding and that South had minimum values. They believed the hesitation had been 10-15 seconds.

The Panel Decision: The Panel accepted the E/W contention that there had been a marked break in tempo (probably 10 seconds). Law 16A says that a player (South) cannot choose from among LAs an action that may demonstrably have been suggested by partner's action. The first two players consulted believed that pass was clearly a LA and one projected the likely continuation after 2♠: P-P-3♥; P-P-3♠-All Pass. The third player consulted stated that he might bid 3♥ but that it was likely he would pass. Since the players consulted clearly indicated that 3♥ was made more attractive by partner's break in tempo, which had to suggest that he had been thinking of bidding, the contract was changed to 3♠ by East made three, +140 for E/W. The Panel deemed this appeal lacking in merit and assigned an AWMPP to North and South. The Panel found that South had to know that despite the solidity of the heart suit, he was hardly safe at the three-level opposite a potentially valueless North hand, especially since E/W had not yet found a fit.

DIC of Event: Mike Flader
Panel: Ron Johnston (Reviewer), Olin Hubert, Matt Smith
Players consulted: Henry Bethe, Chuck Burger, John Herrmann

Directors' Ruling: 60.0 **Panel's Decision: 75.8**

☞ Why were the Directors "unable to assign an alternate score"? It's not hard to see several possibilities and pick the most favorable that was likely for E/W and the most unfavorable that was at all probable for N/S. Isn't that their job?

One problem with the Panel's analysis is that North is hardly likely to be

valueless (although what values he has could be useless) when E/W have made no constructive noises in the auction. (West can hardly have a trap pass of 2♥ and East didn't double or take some other potentially constructive action.) North is marked with at least 5-6 HCP. But opposite, say, the ♠K and ♦Q South is likely to go for 300-500 if someone should double. Many Flight B/C players would be tempted by the solid six-card suit but perhaps an experienced South should have realized that his 3♥ bid was risky and would not be everyone's choice. Thus, an AWMPP could be appropriate for an experienced player but not for a Flight B/C player. Since the Panel was there to evaluate N/S, we should probably defer to their judgment.

Bart?

Bramley: "Correct decision, including the AWMPP. Once again, the table Director should have assigned a real result, and once again he should have been able to arrive at 140 for E/W. I abhor the practice of assigning an IMP result, which effectively cancels the result at the other table. Why should an infraction at one table deprive a team of a good result they may have achieved at the other table? For example, the other E/W might have played 3♠ doubled and scored 530. Why should they lose three IMP's rather than win the nine they deserve, despite their teammates poor (assigned) result of -140? This practice has got to stop."

Brissman: "The report should have said 'opposite a North hand with potentially no useful values' rather than 'valueless.' The auction has told South that the opponents do not have 28 HCP in combined assets, so North cannot be valueless. I suspect that the statement in the report is simply imprecise wording rather than flawed logic. The end result is fine."

☞ The next panelist raises the issue of whether E/W's defense was deficient enough (4♥ should have been beaten) to break the connection to the damage.

R. Cohen: "By allowing 4♥ to make, was the chain of cause of damage broken by East's defense? Did the Director or Reviewer consider this? It doesn't appear so in the write-up. Maybe N/S -140 and E/W -420 was an appropriate adjustment. It's a Flight B/C Swiss, so what was the experience of the players? Apparently knowledgeable enough to call the tempo break. My guess is that E/W were Flight B players with a lot of masterpoints and they should have been able to score +50 at the table. Am I right Richie?"

☞ If West led the ♠A (likely), a Flight B/C East must have known that South held most of the unseen high cards and that a minor-suit shift would be dangerous. Thus, continuing with a third spade to allow West to score a trump promotion must have seemed reasonable—and it might have seemed so even to a Flight A player. So I don't think that continuing with a third spade was a clear error (it could have been right; as the analysis following Howard's comment below shows). Also, even had E/W defended double-dummy and beaten 4♥ (one trick), they would not have been compensated for their +140 in 3♠. So E/W's defense was not clearly deficient nor, even if it had been, was it the cause of the damage. So reciprocal 140's should have been assigned.

The following panelist agrees that any possible defect in E/W's defense is not material to any damage, but his judgment (and that of the panelist that follows) that E/W "failed to play bridge" seems wrong—especially for Flight B/C players.

Gerard: "E/W failed to play bridge, but they could never get back to +140 so it rightfully didn't hurt them. And although the projected continuation of the auction was ridiculous, West would have bid 3♠ over North's balancing 3♥ so it all came to the same thing. That the Director couldn't assign an alternate score was not to his credit."

Weinstein: "If E/W were a good pair I would consider not adjusting their score due

to egregious defense in not shifting to the ♦K at trick three."

☞ But E/W were Flight B/C, Howard, and the diamond shift is far from clear. For example, what if South has ♠72 ♥AKJ863 ♦3 ♣Q752? Now continuing spades is the only way to beat the contract. Moreover, if South holds ♠72 ♥AKQJ83 ♦J8632 ♣7, the ♦K shift is the only play to let declarer make 4♥. You guys are looking at too many cards in too many hands when you do these analyses.

Rigal: "This is covering existing territory is it not? Overcaller bids twice on a good six-card suit facing a slow pass (CASE ONE from *The Streets of San Francisco*). I remember Gerard being especially scathing about it. Having said that, we do have a problem in that many B/C players would bid this way. When we impose our 'correct' principles of bidding on them we are holding them to high standards. Nonetheless, I think we have no choice; to clean up the game, you cannot let this sort of thing happen. We must do this to encourage the others. Good decision."

☞ The Table Directors' assignment of Average Plus/Minus (±3 imps at teams) is rightfully called into question by the next three panelists.

Endicott: "'Unable'? Was a non-player directing? A Director conversant with the game should have no difficulty in fixing it in spades. The ACBL should begin to get bored with Directors who fail to carry out the duty to award assigned adjusted scores, as the law *requires* them to do."

Stevenson: "Another abdication by the Director of his responsibilities. No wonder the ACBL has to rely on Panels for simple rulings [*sic*] when Directors cannot perform simple tasks. Once the Director has determined that pass by South is a LA, he works out the reasonable continuations, their outcomes, and then gives the non-offenders the best one. It is not difficult. Here N/S -140, N/S +170, N/S +50, N/S +100 and N/S +420 are all possible, so the Director should rule N/S -140. Easy!"

Kooijman: "The laws seem to say that artificial scores should not be given when a result has been obtained. With just a slight alteration, being a legal interpretation in my opinion, they say that an artificial score may be given when the Director can't establish a table result. But he should start by trying to find one. Therefore, this artificial adjusted score is no good. Yes, North will bid 3♥ later (though not necessarily this North, with still no game to play!), but E/W will play 3♠ and make nine tricks. Though not as clear as in CASE FIFTEEN, I still would not have given an AWMPP. N/S do not sound very experienced, but I might be wrong from this distance."

☞ Michael has a serious problem with the AWMPP. As I said earlier, this is a judgment call and the Panel was there to make it—while we weren't.

Rosenberg: "The AWMPP on this case is a joke for any level of play and especially in a Flight B/C event. South could actually reason that his partner had values unless West was trapping (unlikely given the heart solidity). BCWR. (before conversation with Rich) I would have tried to decide if this West was bidding because of the huddle (not unlikely), but now I say 3♥ is a reasonable bid (anyone might bid it). There are other arguments here: for example if South knew North had values and was going to bid he would certainly pass. He did not have the hand which wanted partner to raise to 4♥. North had a clear bid over 2♥, so at this level maybe nothing untoward occurred (random actions). As for the defense that allowed 4♥ to make (presumably spade, spade, spade), it was probably bad but not egregious. Declarer could have had ♠xx ♥AKJ10xx ♦x ♣Qxxx."

☞ With that example hand Michael once again demonstrates that great minds think alike.

Treadwell: “I disagree completely with this decision. South can know from the actual calls, rather than from any UI conveyed by partner’s break in tempo, that partner has a few high cards because of West’s silence and East’s decision not to take more constructive or aggressive action than a simple rebid of his suit. This, combined with the solidity of his suit makes the 3♥ call not only safe, but virtually mandatory. I cannot believe any player would really pass with this hand in that situation. Let’s get back to playing bridge and eliminate these phony break in tempo ‘legalities’.”

✍ The final two panelists disagree with adjusting the table result in a Flight B/C event. I find this a dangerous practice as it risks establishing a separate ethical standard for lower-flighted events. Even a Flight B/C player could (and perhaps should) realize the potential problems with bidding 3♥ and their score should be adjusted, if for no other reason than as a pedagogical tool. (Of course the AWMPP is quite another thing, as we’ve already discussed.)

Polisner: “I don’t like this decision for the reasons that: (1) It is likely that South would play 3♥ or 4♥ even if South passes 2♠; (2) The defense against 4♥ was inferior in that East could see an almost sure set by switching to a diamond rather than a possible trump promotion; and (3) One player consulted projected a likely construction over 3♥ by North to be 3♠ by East resulting in +140 to E/W. If East can bid 3♠ on his own, why wouldn’t/couldn’t/shouldn’t South bid 3♥ on his own with a relatively similar hand? I think in a Flight B/C event that I would have let the table result stand.”

✍ There are several problems with Jeff’s arguments. The South and East hands aren’t comparable (although they’re not miles apart) and the standard for bidding for a player who has UI available is not the same as for a player who has no such constraint. Applying this standard, N/S cannot be allowed to buy the contract in 3♥ when it is E/W’s hand for 3♠. Besides, the consultant projected that West would bid 3♠—not East—so again the situations are not comparable. We have already discredited the inferior defense theory. In general, Jeff seems to be giving N/S too much because they are Flight B/C players.

Bethe: “Well, I would have assigned N/S +420, E/W –420. South can’t bid 3♥ but North will. After West bids 3♠ South might well bid 4♥. I see nothing clear about the further auction. And I therefore cannot determine a probable result to assign to either pair. This was a B/C Swiss. To what standard should we hold East? On the given auction it is *clear* to win the second spade and shift to the ♦K. This loses only when South has J10xx of diamonds and a singleton club. [It doesn’t even fail then since South can strip East of clubs and then endplay him with the ♦J.—*Ed.*] East ‘failed to continue to play bridge.’ This points up a problem with the consultation method. I was only presented with the question ‘can South bid 3♥.’ I answered no. To my memory—it was a long time ago—no one asked me anything further. But the purpose here is not to find the least favorable result for the offenders, it is to determine a bridge result. It also must be to determine whether later actions by the non-offenders sever the connection between the offense and the bad bridge result. Now there are situations where the non-offenders should never have faced the opportunity to play bad bridge. In that case they should always be protected. But here 4♥ was certainly a possibility even in the absence of the infraction. So there is a continuing responsibility to play bridge.”

✍ Henry’s analysis also gives N/S the benefit of the doubt when it is E/W who are entitled to it. He then ignores the constructions on which a third round of spades is the only defense to beat 4♥ and judges E/W’s defense to be derelict. Shame.

As for the scores I would have assigned, it must be noted that North failed to raise his partner’s two-level overcall with an adequate three-card fit, two aces and a moderate potential source of tricks (clubs). Had South held something like ♠xx

♥AKQxxx ♦x ♣Kxxx or ♠xx ♥AKQxxx ♦QJxx ♣x, 4♥ would have been cold (perhaps even with an overtrick). Thus, North’s bidding judgment is questionable. Had South passed 2♠ it is not at all certain that North would have bid 3♥, but even if he did, East or West would have bid 3♠ and both North and South might have passed that out. Thus, I would assign N/S –140 in 3♠ made three. As for E/W, I think it likely that they would have bought the hand in 3♠ after South passed, North balanced with 3♥, and East’s or West’s 3♠. So I would have assigned them +140.

CASE SEVENTEEN

Subject (Tempo): Do As You Wish—But Do It In Tempo
Event: Stratified Open Pairs, 25 Nov 99, Second Session

Bd: 6	♠ 5		
Dlr: East	♥ A98		
Vul: E/W	♦ J752		
	♣ KQJ102		
♠ AK873		♠ 64	
♥ 10		♥ QJ765432	
♦ 63		♦ Q10	
♣ A7543		♣ 8	
	♠ QJ1092		
	♥ K		
	♦ AK984		
	♣ 96		
West	North	East	South
		3♥	3♠
Dbl	Pass(1)	Pass	4♦
4♥	Dbl	All Pass	
(1) Break in tempo			

The Facts: 4♥ doubled went down one, +200 for N/S. The Director was called by West after the hesitation and pass by North. E/W stated that there had been a noticeable 8-10 second pause before North's pass. N/S agreed that there had been a break in tempo of about 4-5 seconds. The Director ruled that pass was a LA for South and changed the contract to 3♠ doubled down one, +100 for E/W.

The Appeal: N/S appealed the Director's ruling. South said the double was made extremely quickly, which persuaded her to pull. She said in response to a question during screening that a redouble by North would have been runout and that the pass implied a fit. Her partner agreed. When asked why she had passed North said she had enough values

to think that 3♠ might make. She also said it was up to South to save herself. N/S also pointed out the strange 4♥ bid and the sub-par 3♥ bid. West said he made his double in a quick but normal tempo without any emphasis. He ventured that he would have doubled with less of a spade stack and that bidding 4♦ would not have been so attractive without the break in tempo.

The Panel Decision: The Panel took note of the 4-5 versus 8-10 second discrepancy in the tempo of North's pass alleged by each side. The hand itself suggested that North had to consider whether to shoot it out in 3♠ or redouble for runout. The Panel decided that there had been a break in tempo that suggested that some contract other than 3♠ doubled might be more playable. The experts consulted all said that while they would tend to bid both suits in this type of auction, each would feel constrained to pass if partner's tempo compromised the auction. Each said that 40-60% of bridge players would pass with the South hand. While bidding 4♦ was an action that many players would select, the experts clearly indicated that pass was a LA. According to Law 16A, partner cannot select from among LAs one that could demonstrably have been suggested over another by the extraneous information. The defense would have been relatively straightforward for three trump tricks, one club, and a club ruff. The contract was changed to 3♠ doubled down one, +100 for E/W.

DIC of Event: Jim Chiszar

Panel: Ron Johnston (Reviewer), Olin Hubert, Charlie MacCracken, Roger Putnam, Matt Smith

Players consulted: Jade Barrett, Jerry Helms, John Herrmann

Directors' Ruling: 83.0

Panel's Decision: 86.7

✍ The table Director and Panel seem to have covered all the bases on this one. The evidence clearly indicates that a break in tempo occurred which made running from 3♠ doubled more attractive. Since pass was clearly a LA for South, why was this not a waste of everyone's time?

One possibility is...

Bramley: "This one is tough. The problem is that the defense to beat 3♠ is *not* straightforward. The normal play would start: heart to the king, middle spade. To beat 3♠, West must *win* this trick and play ace and another club. This defense requires East to have a singleton club *and* another trump, an unlikely parlay. A different chance, about equally likely, is to play East for the ♦KQ, a reasonable hope for a player who has opened 3♥ at unfavorable on a suit headed by the queen-jack. Is the Panel asserting that East will play the *deuce* at trick one, unmistakably showing a singleton club? Maybe, but I think that 3♠ will make quite often.

"The assigned score for N/S is easy. They get the score for 3♠ doubled down one, -100, the worst score that was plausible. The assigned score for E/W is harder. If allowed to use 12C3, I would give E/W either (1) the weighted matchpoint score for 3♠ doubled making 1/3 of the time and down one 2/3 of the time, or (2) their actual matchpoint score, whichever is greater. Since I am not allowed to use 12C3, I would reluctantly give E/W +100 in 3♠ doubled, the most favorable likely result. If I judged that 3♠ would be allowed to make 85-90% of the time, then I would give E/W their table result, under the guidelines I proposed in the discussion of CASE TEN."

✍ So Bart finds complexities in the defense of 3♠ doubled. I agree that those complexities exist, but it is certainly "at all probable" that 3♠ will go down one trick and thus that N/S deserved the score they were assigned by the table Director. Thus, I see no reasonable basis for their appeal unless they thought E/W didn't deserve +100. But as far as I can tell, that was not a part of this appeal.

Arguing along similar lines but also exploring the UI issue more closely are...

Polisner: "At this level, there is no 'relatively straightforward' defense. If West ducks the ♠9 at trick two, there is no deference. The test under Law 12C2 for the offending side is the most unfavorable result that was at all probable. Under that standard, the decision was correct. My main concern about this decision is that a 4-5 second tempo would not be unusual whereas an 8-10 second tempo would be. When the Director ruled that pass was a LA by South either he determined that there was a break in tempo which demonstrably suggested bidding 3♦ or he didn't bother and just went straight to LAs. The Panel at least resolved the factual dispute in favor of the 8-10 second etc., etc."

Rigal: "This is a tough situation and I'd like to know a bit more about the N/S pair before passing judgment. The Director ruling seems right to me—there is certainly a case to consider here. But what did the slow pass say and was a pull to 4♦ indicated by the slow pass? The fact that North's hand suggested rescuing seems to me to be prima facie evidence that that was what North was thinking about and that South read it well. So the Panel made the proper decision, based on the right reasons."

Bethe: "Was there a break in tempo. Perhaps. It would seem to me that no one can be fully prepared to act after 3♥-3♠-Dbl and that a 4-5 second pause is appropriate anyway. Did this convey UI? If there was a break in tempo, then yes. North could only have been considering whether to bid. Did this suggest that bidding would be more successful than passing? Yes. Was pass a LA? Yes. What about West's subsequent actions? I believe that 4♥ was looking for a two-way shot: If 4♥ made, all was well. If not, the contract would get rolled back to 3♠ doubled. I believe that (1) West probably doubled like a shot; (2) North took more than 3-5 seconds but

less than 10 to pass, but that it was visible that North was considering action. I believe that West was looking for a two-way shot when he bid 4♥. I would leave E/W at -200. I think it is close whether to allow the pull to 4♦.”

✍ Yes, Henry has hit upon the only conceivable argument for doing anything other than assigning E/W +100 in 3♠ doubled. But was 4♥ really an attempt at a two-way shot? I don't think so. East opened 3♥ at unfavorable vulnerability, so it's not unreasonable to play him for a hand like: ♠xx ♥AKQ10xxx ♦xx ♣xx (the rule of 500). Since West has three tricks to contribute to the seven East should provide, bidding 4♥ is quite reasonable once West's hopes of achieving a better score in 3♠ doubled is dashed. Thus, I think 4♥ is a reasonable action and find no reason not to protect E/W to the full extent the laws allow.

The following panelists echo my thoughts on this case.

Kooijman: “Strange combination of happenings here. N/S being surprisingly honest, both explaining North's pass as showing support, and then South bidding 4♦. It seems impossible. How can you appeal the Director ruling then? Not only should an AWMPP have been given, the 4♦ bid seems very unethical to me. Can somebody explain this to me?”

✍ Players make “battlefield” decisions at the table that later seem clearer from the distance and comfort of an arm chair. Perhaps South convinced himself that he would have pulled to 4♦ had North passed in tempo and thus felt entitled to take the same action with the hesitation. Seeing things clearly after one has information (perhaps subliminal) from table actions is not easy. South's 4♦ bid may not have been a conscious effort to act unethically. Still, it cannot be allowed and might be punished with a PP if it is uniformly believed that the player should have known better. Based on the reactions of our panel, the latter does not seem to be the case.

R. Cohen: “Everybody got it right except N/S.”

Stevenson: “Good ruling, good decision.”

Rosenberg: “If North is going to pass here, any expert should know that he or she *must* pass in tempo *on this auction*. The same tempo, regardless of how happy or sad North is. Here, South felt his partner's unhappiness. Since this was a Stratified event, N/S were probably not experts, so no crime was committed here. All we have is an opportunity for education for all levels of players, Directors, Committees and the Panel *about this situation*. It comes up all the time. North's pass *must* be in even tempo (and no passing slowly to force partner to sit!). The decision in this case is far less important than what can be learned from it.”

CASE EIGHTEEN

Subject (Tempo): The Consequences Of Desperation

Event: Reisinger BAM Teams, 26 Nov 99, Second Qualifying Session

Bd: 30	Richard Potter		
Dlr: East	♠ Q10964		
Vul: None	♥ 83		
	♦ AQ32		
	♣ 83		
Bob Jones		Paul Marston	
♠ AK2		♠ 873	
♥ 1076		♥ A942	
♦ 10974		♦ KJ	
♣ Q106		♣ K754	
	John Potter		
	♠ J5		
	♥ KQJ5		
	♦ 865		
	♣ AJ92		
West	North	East	South
Pass	2♠	INT(1)	Pass(2)
Dbl	All Pass	Pass	Pass
	(1) 11-14 HCP		
	(2) Break in tempo		

The Facts: 2♠ doubled made two, +470 for N/S. The opening lead was the ♦K. The Director was called at the end of play and N/S conceded there had been a break in tempo. The Director ruled that UI was present and that passing 1NT was a LA for North. The contract was changed to 1NT made two, +120 for E/W.

The Appeal: N/S appealed the Director's ruling. Only North and West attended the hearing. North said he thought it losing strategy to pass 1NT at BAM with his hand, especially given his below-average score in the afternoon. He said that he liked his ♠109 and thought that even opposite two-card support he could control a four-two spade break. He also argued that E/W's result was directly attributable to a poor opening lead, without which N/S would have been held to at most seven tricks.

The Committee Decision: The

Committee decided that the hesitation by South constituted UI which demonstrably suggested that marginal action would be more successful than it would have been in a vacuum. While it was possible that South's hesitation indicated an unbalanced hand short in spades (N/S were playing 2♣ for non-spade one-suiters, 2♦ to show any major-minor two-suiter and 2♥ for the majors), South would likely be able to recover on any hand that misfit spades except 1-4-4-4, implying that North's overcall would be protected by South's values. One member of the Committee thought that 2♠ was a clear action. Others thought variously that pass was a LA, that bidding was ethically constrained and that the form of scoring was not necessarily forcing the losing decision. Having disallowed the 2♠ bid, the Committee disallowed N/S's result because damage is not a factor in determining the offenders' score. As for the result in 1NT, many lines of play were considered, most of them starting with the ♥K lead to the ace followed by a club to the ten and a diamond to the jack. With best play by East (♦K), seven tricks are the limit. With a slight misstep by East (a club to the queen), six tricks are the limit. Since the Committee found that -120 had no appreciable probability of occurring, it decided that the contract for N/S would be changed to 1NT made one, +90 for E/W. The Committee believed that the ♦K lead constituted an egregious error for a player of East's ability and experience. The Committee did not think it random that a normal club lead would have resulted in down two or that a trump lead would have resulted in down one. The ♦K had about it an air of desperation that involved considerable risk. While recognizing that opening leads are not subject to precise analysis, the Committee thought that a heart lead would not be rational and that if East lamented, “Can you believe how unlucky I am? I made the only lead to let them make it.” he

would be entitled to negative sympathy. Since E/W were in a position to do better in 2♣ doubled than their Law 12C2 result in 1NT (+90), the lead of the ♦K was judged to be a failure to continue playing bridge that forfeited E/W's right to an adjustment. Thus, the table result was allowed to stand for E/W. The Committee was concerned that it might appear to be giving bridge lessons to East about matters of judgment, but it believed that a serious error had been committed that forced E/W to live with the consequences.

DIC of Event: Henry Cukoff

Committee: Ron Gerard (chair), Bob Gookin, Robert Schwartz, Peggy Sutherland, Jon Wittes

Directors' Ruling: 61.1

Committee's Decision: 77.2

✍ The quality of this case write-up is exceptional and should serve as a model that future scribes should aspire to. As for the decision, this was a difficult case. The adjustment as far as N/S are concerned appears right but close. Balancing with 2♣ on the North hand against a weak notrump is a very normal matchpoint action, though one can conceive that some players might not do what is normal and accept the Committee's decision not to allow it. Given this, the analysis of the play in 1NT is incisive. (How it was originally decided that 1NT would make two is puzzling.) The decision for E/W moves this case into the realm of "fascinating." I can't say that I personally agree with the Committee's judgment that East's lead represents a "serious error" (this has an unsettling post hoc aura to it). East's lead may be aggressive but it is hardly a clear error to "go for the throat" when partner has sawed off the opponents in a partscore by leading a short honor, hoping to catch intermediates in partner's hand to establish winners or a high honor (the ace or queen) to set up a ruff or two for the defense while partner still retains a trump control. All things considered, I would have assigned both sides reciprocal 90's in 1NT and consider that E/W simply let an opportunity for an exceptional score (+300) in 2♣ doubled get away.

Agreeing with the Committee's decision, or at least willing to accept it, are...

Bethe: "Was there a hesitation. Yes. Did the UI suggest that bidding would be more successful than passing? Yes. So the basic result should be 1NT passed out. I agree that it would be normal to win a heart lead and play a club to the ten, and apparently East will take seven tricks after this. Was the ♦K so irrational that it broke the connection between the violation and the result? The Committee thought so and I think it is close. So the results of N/S -90, E/W -470, look reasonable."

Rigal: "I like the Director ruling; there certainly seems to be a reasonable case of infraction and damage. But the Committee decision is a tough one on the non-offenders (and I hope not influenced by our regular sight of East in the Committee room, although generally it has to be said as a non-appellant). I certainly can see why the Committee thought the ♦K would either work at the table or would allow East a second shot in appeals. I am not sure I agree with their bridge judgment here, but I can't see any reason why their opinion is not at least as good as mine on this hand so I will go along with it. (I've submitted the lead problem to *The Bridge World*—I'd be amazed to see them treat the lead as gambling but who knows?")

Treadwell: "That this is a close call is attested to by the statement that one member of the Committee thought 2♣ was a clear action. Although I am usually generous in allowing bids in these tempo-sensitive auctions, I cannot bring myself to allow this call, particularly at BAM scoring. Just shift one of South's honor cards to E/W and North may be facing a 300 or greater penalty versus a notrump partscore achievable by passing. Of course, any of us might elect this somewhat non-percentage action at the table, but the break in tempo certainly made it more attractive. The Committee's analysis of the hand, which led to the award of a split

result, was excellent."

R. Cohen: "A good job by the Committee. This case should be circulated to all members of the National Appeals Committee on how to think and rule. Brissman, this one should be published in the *ACBL Bulletin*. Directors a little soft."

Stevenson: "In this case, the standards throughout the world meet: East's lead of the ♦K would be considered 'irrational, wild or gambling,' the WBF standard, and so E/W correctly keep their table result. It looks like a classical attempt at the double shot."

Endicott: "The lead is 'wild or gambling' and the Committee decision makes for sensible. Did the scribe have a blank page to fill, or are we educating?"

✍ The latter, Grattan.

The next panelist is conflicted about the Committee's view of the ♦K lead.

Weinstein: "Our Aussie Svengali, beneficiary of two awful decisions (in my opinion) in past casebooks, has apparently lost his power to mesmerize Committees. Mr. Gerard, after implying in the last casebook that only Edgar could make Kaplanesque rulings, makes a very Kaplanesque ruling. Finding a way to not reward E/W warms my heart and in the interest of justice I'm willing to overlook my own view of the ♦K opening lead being considered egregious. I know neither of us will change our view, but wouldn't it be so much easier to believe in asymmetrical bidding adjustments and allow the 2♣ call for E/W's purposes?"

✍ Agreeing with me that reciprocal 90's are appropriate are...

Polisner: "I don't agree with this Committee decision in that it is predicated on the opening lead being 'egregious' and a club lead being 'normal.' It was wise for the Committee to recognize that opening leads are not subject to precise analysis (and I would not likely have considered the actual lead very highly). I don't believe that it should break the chain of analysis as a failure to continue to play bridge. I would have ruled for +90 E/W."

Kooijman: "Okay for N/S, difficult for E/W. I accept the judgment but would have considered the lead of the ♦K being bad, but not egregious. One of the issues the WBF Laws Committee needs to consider again. I would have given +90 for E/W to both sides."

✍ The final two panelists disagree violently with the Committee's decision. If you think passing 1NT is a LA, then consider the following.

Rosenberg: "I am really fed up with this type of case and with the argument (which I have made myself) that 2♣ is less attractive after the huddle. Maybe you should therefore huddle only with balanced hands? For me the 2♣ bid at BAM is 100% and at this vulnerability 200%, but I am off the norm in this type of situation. But say it ain't so, Ron. I am shocked, shocked to find egregiousness going on here. Not only do I not think the ♦K was an error (let alone an egregious one), but I believe that it is the lead Mr. Gerard would have chosen *if he had been peeking at the dummy*. And by the way, if I disallowed the 2♣ bid, I would give E/W 120—two tricks in each suit seems quite likely to me and I would not give N/S the benefit of correct defense. Maybe Ron is now in the 'Director rulings' camp and is trying to help us get there."

✍ I agree with Michael that declarer establishing two tricks in each suit is not out of the question, but before those tricks can be enjoyed the defense will set up their sixth trick. For example, when East cashes dummy's established diamonds he will

squeeze himself out of his fourth heart or club, setting up a trick in that suit for South. Plus, East can't get back to his hand to enjoy his fourth heart, even if he can set it up, once he releases his diamond entry. Sorry, but I agree with the Committee here: I can't see how East can ever come to eight tricks.

✍ As the TV commercial says, "Are, you, ready?"

Bramley: "Another tough one, but not in the areas that the Committee found tough. I agree with the Committee member who thought that 2♠ was clear. A critical factor in the balancing decision is that nobody is vulnerable, the 'green light' for aggressive competition for partscores. At other vulnerabilities, including favorable, the decision is closer and I might have judged that pass was a LA; but not here. Another factor not mentioned is that the weak notrump opening could have disadvantaged North compared to his counterpart, who may have had the chance to overcall at the one level after a minor-suit opening. An extra risk might be necessary to catch up to the other table. For all of these reasons I would have let the table result stand.

"Even if we assume the Committee was right to find pass a LA, their subsequent analysis was off base. The analysis of the play in 1NT was fine, leading to an assigned score of -90 for N/S. However, their analysis of the opening lead against 2♠ was brutal. I must purchase the Committee's tome on 'How to Avoid Egregious Opening Leads.' They describe the lead of the ♦K as having 'an air of desperation' and a club lead as 'normal.' Excuse me, but can they explain why leading from one broken minor-suit holding is clearly superior to leading from the other one? My guess is that the ♦K would be the winning lead in a Master Solvers problem, garnering a majority of the votes and a lot of 'What's the problem?' comments. Why isn't it 'normal' to lead from the suit in which you have *two* honors, trying to set up high-card tricks or ruffs or both? To see a layout in which a *diamond* is the winning lead and the *club* lead is 'egregious,' try trading the minor-suit queens while leaving the distributions the same. The Committee was right to be 'concerned' about 'giving bridge lessons.' This was a normal unlucky opening lead, not 'a failure to continue playing bridge'. Therefore, E/W should have also received the score for 1NT making one, +90.

"I suspect that the Committee felt guilty about rewarding E/W so handsomely when many of them thought that 2♠ doubled would have been the likely contract without the break in tempo. If they really felt that way, then they should either have let the table result stand for both sides or assigned a split ruling not because of an 'egregious' opening lead, but because they judged that the 2♠ bid would be found by a substantial majority of players, in the 85-90% range, that lends itself to a split ruling."

✍ So if pass is a LA to 2♠, Bart arrives in Jeff's and my camp (reciprocal 90's) or in Howard's camp (split-scores assigned based on the 2♠ balance being allowed to stand for E/W only). As I said earlier, a difficult and fascinating case.

Subject (Tempo): There's No Free Lunch
Event: Mixed Pairs, 26 Nov 99, First Session

Bd: 28	♠ 85		
Dlr: West	♥ A76		
Vul: N/S	♦ A98		
	♣ A10932		
♠ KQ642		♠ J973	
♥ K109		♥ Q54	
♦ 1075		♦ K4	
♣ 75		♣ KQ84	
	♠ A10		
	♥ J832		
	♦ QJ632		
	♣ J6		
West	North	East	South
Pass	1♣	Pass	1♦
1♠	2♣	2♠	Pass(1)
Pass	3♦	All Pass	
(1) Break in tempo			

The Facts: 3♦ went down one, +100 for E/W. South paused for about 6 seconds (agreed by three of the players at the table) before passing 2♠. The Director was called when dummy came down. The Director ruled that pass was a LA to 3♦ and changed the contract to 2♠ made three, +140 for E/W (Laws 73F1 and 16).

The Appeal: N/S appealed the Director's ruling. North said her partner always paused 5-6 seconds before bidding. She wondered about East not bidding over 3♦. She thought that West had waited too long to call the Director and believed she was free to bid when the Director wasn't called. West said he did not call the Director at the slow pass because he thought that would be intimidating and overly litigious. During screening North

was told that it was perfectly acceptable for West to wait until he saw that pass was a LA to North's 3♦ bid before he called the Director. North was also told that if the Panel determined that East had made a terrible call when she passed 3♦, the causal chain between the infraction and the result might have been broken. However, a pass by East seemed correct with most of her strength lying in her opponents' suits.

The Panel Decision: The Panel determined that there had been a 5-6 second break in tempo. All five players consulted said that pass was the only action they would have considered given the auction and vulnerability. The contract was changed to 2♠ made three, +140 for E/W. This appeal was found to be without merit and N/S were each assessed an AWMPP.

DIC of Event: Gary Zeiger

Panel: Charlie MacCracken (Reviewer), Ron Johnston, Roger Putnam

Players consulted: Mike Cappelletti Sr., Susan Green, John Solodar, one Flight B player, one Flight C player

Directors' Ruling: 97.3

Panel's Decision: 97.3

✍ South obviously wanted to bid again over 2♠ but a double, while the right bid in many partnerships, might have risked a misunderstanding in this one. But fear not, South's desires came across non-verbally. North's 3♦ bid was so clearly egregious that it should have been dealt with severely by the table Director via a PP. But everything worked out when N/S insured a penalty by appealing the ruling. The Panel (partially) made up for the earlier oversight by assessing an AWMPP but they should have added a PP on top of that. Oh well, sometimes we just have to settle for small victories. Right, panel?

R. Cohen: “Good job all round, including the speeding ticket.”

Rigal: “Good Director ruling and wholly appropriate AWMPP for North. Good to see that we have evidence that the screeners are doing their job, too. I’d consider letting North know how close she came to two AWMPP for the variety of things she did wrong including criticizing the opponents and producing the ‘my partner always hesitates’ line. Note again the break in tempo/pause ambiguity in the write-up.”

✍ We aren’t allowed to give more than one AWMPP per player per case. Pity.

Rosenberg: “I’d like to kibitz North and every time her partner bids in 0-2 seconds scream at her. East’s pass of 3♦ was an error, but not an egregious one. What are the rules if only one player wants to appeal? Can he? Maybe in some cases a less experienced player should not get the AWMPP that only partner deserves?”

✍ Both players in a pair event must concur for an appeal to be heard. In a team game the team captain has the power to appeal a ruling or to veto an appeal request.

Bethe: “What was South’s tempo before bidding 1♦? I bet it wasn’t 5-6 seconds. On the other hand, what did South have to think about over 2♠? Opposite a partner who could even think about bidding 2♣ on the second round? On the other hand, how could North think about bidding 3♦ without some help. I think N/S mainly needed bridge lessons (North, in particular, needed a lot of education on ethical responsibility). She might have gotten this in an old-fashioned Committee hearing. She won’t in a new-fangled Directorial review.”

Polisner: “North’s veracity was lacking when she said that South’s normal tempo was 5-6 seconds *and* thought that since the Director was not called—implying an abnormal tempo—she was free to bid. Thus, it was proper to conclude that there was UI present which suggested bidding 3♦ and that pass was a LA. I would not have awarded an AWMPP due to the issues pointed out by North: that East coulda /shoulda bid 3♠ and so E/W did not deserve to have their score adjusted and the level of the event, although we don’t know the experience level of N/S.”

✍ Jeff makes an excellent point about the inconsistency between North’s claim that South’s tempo was normal and her statement that once the Director wasn’t called she thought she was free to bid. (Why would she doubt her being free to bid unless she noticed a break in tempo?) Her statements also seem to imply that she believed E/W’s failure to call the Director immediately after the hesitation left her free to act on the UI. All in all, quite an ethically-challenged performance by North.

The next panelist raises an interesting and poorly understood point of ACBL Regulation.

Stevenson: “North was told that it was perfectly acceptable for the opponents to wait until they saw that pass was a LA before calling the Director. The law book agrees; so does the rest of the world. Many North American players do so but the regulations of the ACBL say otherwise. Currently, players are required to call the Director after every tempo break or redress may be unavailable. If followed, this would make the game nearly unplayable. This regulation should be changed for the sake of North American bridge. Nevertheless, while it is in place, Directors are required to follow it. However, that does not give North the right to ignore Law 73C. Whether the Director is called or not, she is still required to bend over backwards to avoid using UI. This she failed to do.”

✍ David is right that North was required to obey Law 73C, avoiding any action which could have been suggested by the UI from the hesitation. He is also right that it is of dubious wisdom (and practicality) to require players to call the Director after every break in tempo. He is wrong, however, about ACBL Regulation requiring

this. Law 16A1 says when a player considers that an opponent has made extraneous information (such as a break in tempo) available he *may* announce that he reserves his right to summon the Director later (if he wishes to call attention to the extraneous information at that time). The Regulation David refers to says that (if a player wishes to call attention to extraneous information) he should not simply announce his wish to reserve his right to call later but should summon the Director immediately. The intent of this was not to require players to summon the Director every time a break in tempo (or other UI-conveying act) occurs to insure protecting their rights (or else risk losing them). Rather, it was to encourage players wishing to establish the presence of extraneous information to call the Director while the incident is still fresh in everyone’s mind. No player automatically loses their rights to redress by not calling the Director immediately. But not doing so could cause doubt to be cast later on whether the extraneous information was actually present.

Law 16A2 identifies another appropriate time to call the Director in extraneous information situations: When a player has reason to believe that an opponent, who had a LA available to him, chose an action that could have been suggested by the extraneous information. Once again, not calling the Director immediately does not automatically forfeit one’s rights to redress. However, it *may* compromise those rights when calling immediately would have avoided subsequent complications or could have established facts or intentions which later appeared clouded.

So the reason for calling the Director is either (a) to establish the fact of the UI as close to its occurrence as possible (Law 16A1) or (b) to identify the suspected infraction (use of the UI) as soon as there is evidence that it has occurred (Law 16A2). The ACBL Regulation relating to 16A1 merely says that when a player chooses (a), he should call the Director rather than try to reach a private agreement with the opponents, which might lead to other problems. It does not require a Director call after every hesitation nor does one forfeit their rights by not calling.

I’m sure that in David’s England, where Law 16A1 is in effect as written, if a player fails to announce at the time of a break in tempo that he reserves his right to summon the Director, he does not forfeit his rights. If he calls the Director later and the Director learns that the player never “reserved his rights,” the Director does not simply walk away from the table. And so it is here with our (modified) version of 16A1. No one is *required* to call the Director after an opponent’s hesitation but not doing so *may* compromise the case if remedies (such as backing up the auction) which the Director could have applied are no longer possible when he is finally called, or if facts or intentions which could have been established earlier are later questioned. Whether those rights have been compromised is then determined by the Director or Appeals Committee.

CASE TWENTY

Subject (Tempo): An Appeal Too Far

Event: Strati-Flighted Open Pairs (Flight B/C), 27 Nov 99, First Session

Bd: 13	♠ 6		
Dlr: North	♥ AQ85		
Vul: Both	♦ A10762		
	♣ Q87		
♠ AQJ1075		♠ K43	
♥ 10		♥ 97642	
♦ Q43		♦ KJ	
♣ K32		♣ AJ4	
	♠ 982		
	♥ KJ3		
	♦ 985		
	♣ 10965		
West	North	East	South
	1♦	Pass	Pass
1♠	Pass	2♦(1)	Pass
2♠(2)	Pass	3♥	Pass
4♠	All Pass		
(1) Promised support			
(2) Break in tempo (20-30 seconds)			

The Facts: 4♠ made five, +650 for E/W. The Director was called after the 2♠ bid. The Director ruled that pass was a LA and changed the contract to 2♠ made five, +200 for E/W.

The Appeal: E/W appealed the Director's ruling. E/W agreed that there had been a hesitation and that 2♦ had shown a limit raise. N/S agreed to a 30-second hesitation. They did not believe that East had extra values.

The Panel Decision: The Panel decided that there had been a marked 30-second hesitation, that East had no extra values and that he held only three trumps (when he might have held four). Each of the players consulted said he would have expected 8-10 points from West for his balancing bid and would not have even thought of bidding further without competition. The contract was

changed to 2♠ made five, +200 for E/W. The appeal was ruled to be without merit and E/W were each assessed an AWMPP.

DIC of Event: Ted Stryker

Panel: Ron Johnston (Reviewer), Roger Putnam, Matt Smith

Players consulted: Jade Barrett, Ken Gee

Directors' Ruling: 99.1

Panel's Decision: 97.6

✍ The panel was (nearly) unanimous in its support for this decision—including the AWMPP.

R.Cohen: "Right on!"

Rigal: "Excellently terse summation of a crystal-clear case. Nice to see trees and ink being saved. Good AWMPP award."

Polisner: "No discussion necessary as this is routine."

Bethe: "Look. West had what he thought was a 2½♠ bid and we all know that the way to show that is with a slow 2♠. This shows interest in continuing without risking the three level. So partner with a very little extra continued. Is that so bad? Again, I believe that this was a case where the prestige of a Committee education would have been good."

Stevenson: "It is a pity that E/W have the right to waste everyone's time with

nonsense appeals like this one. Perhaps monetary deposits should be taken as well as AWMPPs, so a Panel has a choice of method of dealing with time-wasting appeals."

✍ We just successfully moved away from the inequity of requiring monetary deposits for appeals. Current evidence suggests that requiring a deposit does not inhibit meritless appeals. Rather, it does suggest that the fear of possibly losing a significant sum like \$50 keeps some poorer (and often younger) players from filing meritorious appeals. Reinstating deposits would be a giant step backward.

Endicott: "Two spades? West needs kicking and East apparently knows it."

Rosenberg: "I don't like the AWMPP for Flight B/C. Maybe there should be a warning (which is recorded) for this level and a AWMPP for a second offense."

✍ This is a common misconception. The AWMPP *is* the warning and a record of these points is kept. The point is not itself a penalty (there is no score deduction or other punitive action) and carries no weight other than marking an instance of abuse of the appeals process in case a pattern of abuse by the same individuals emerges in the future.

CASE TWENTY-ONE

Subject (Tempo): Even Rugged Individualists Can Have High-Altitude Problems
Event: Stratified Individual, 27 Nov 99, First Session

Bd: 6	♠ 8		
Dlr: East	♥ 7543		
Vul: E/W	♦ Q10865		
	♣ 762		
♠ K652		♠ AQ973	
♥ K		♥ Q9	
♦ AK4		♦ 97	
♣ AKJ4		♣ Q1098	
	♠ J104		
	♥ AJ10862		
	♦ J32		
	♣ 5		
West	North	East	South
		Pass	2♥
Dbf	2NT(1)	3♠	Pass
4NT	5♥	Pass	Pass
5♠(2)	Pass	6♠	All Pass
(1) Alerted; Ogust without interference			
(2) Break in tempo			

The Facts: 6♠ made six, +1430 for E/W. 2NT was Alerted. East asked before bidding 3♠ and was told that N/S had agreed to play Ogust, but had not discussed whether it applied in competition. The 5♠ bid was described as “slow.” The Director ruled that the slow 5♠ bid demonstrably suggested bidding 6♠ and that pass was a LA. The contract was changed to 5♠ made six, +680 for E/W.

The Appeal: East appealed the Director’s ruling. North did not attend the hearing. North had 3200 masterpoints, South 250, East 240, and West 960. The event was an individual so any agreements the pairs had would be limited to those that could be worked out immediately prior to play at the table. The hesitation before the 5♠ bid was described as 5 seconds by West, 10 seconds or a bit longer by South, and a

“noticeable break in tempo” by East (who was unable to attach a length of time to it). E/W had agreed to play RKCB but had not discussed a schedule of responses over interference. East said she intended her pass to show one ace (DOPI). She said she could not believe her partner could bid 4NT without two aces. She thought, given her hand and her partner’s 4NT bid, that passing 5♠ was not likely to be correct. West said that he was surprised by the 5♥ bid and needed a small amount of time to absorb what was happening. South said that North called the Director but that he had been about to call himself anyway.

The Panel Decision: Five expert players were consulted to help the Panel judge: (1) if there was a LA to 6♠ (Law 16A), and (2) whether this particular hesitation “demonstrably suggested” bidding 6♠ (Law 16A). The first expert said that pass was a LA but that the hesitation did not demonstrably suggest bidding 6♠. Rather, in an individual the length of time reported was not unusual for the auction and was necessary for West to work out what was happening. He thought that in a regular partnership the pause would be much more significant in that West would know how many aces his partner had from his pass to 5♥. The second expert also thought the hesitation was not significant in an individual but would have had concerns if it occurred in a regular partnership. He was not sure that passing 5♠ was a LA anyway since East had underbid her hand already and it was hard to expect that E/W were off two aces for the previous bidding. The third expert thought that pass was a LA and that a default agreement of DOPI was normal. He thought the slow 5♠ bid demonstrably suggested bidding 6♠ and said he would not allow it even in an individual—though it was close. The fourth expert was emphatic that given the time described no chargeable huddle had occurred. West needed at least that time to work out the significance of North’s 5♥ call and partner’s pass. He thought pass

was a LA and would be more concerned if E/W were a regular partnership. The fifth expert thought the huddle suggested that West was unsure of the number of aces his partner held but that the time described made it a borderline break in tempo. With no table action, he did not believe that it demonstrably suggested 6♠ in this type of event. He thought that pass was a LA. The Panel decided that (1) passing 5♠ was a LA, (2) a break in tempo would [normally, in an experienced partnership] “demonstrably suggest” bidding 6♠ in that a prompt 5♠ would tend to deny interest in a slam, but that (3) the amount of time taken by West under these circumstances was not long enough to “demonstrably suggest” anything other than that West was absorbing an unexpected auction in a situation where his partnership had no agreements. In a regular partnership (where E/W had an agreement regarding East’s pass to 5♥), or if the hesitation had been much longer than reported, the Panel would have disallowed the 6♠ bid. The table result of 6♠ made six, +1430 for E/W, was allowed to stand.

DIC of Event: Stan Tench
Panel: Matt Smith (Reviewer), Olin Hubert, Charlie MacCracken
Players consulted: Fred Gitelman, Ralph Katz, Jeff Meckstroth, Steve Robinson, Howard Weinstein

Directors’ Ruling: 75.8 **Panel’s Decision: 89.7**

☞ This is a fascinating case because of the “Individual” element. I find the two issues of “was there an unmistakable hesitation” and “did it demonstrably suggest bidding 6♠” hopelessly entangled in this case. Both East and West agreed there was a break in tempo, but was it longer than is appropriate for the information demands of the auction? Probably not. E/W had no firm agreement in effect to deal with interference over RKCB, so West had to decide what East’s pass meant. Is there a default agreement in such situations? Is it DOPI? DEPO? Would a double be penalty (a pass would show continuing interest)? Would 5♠ be signoff? Neutral? So many questions, so little time. Should West double 5♥? Should he bid 5♠? 6♠? Has it been 5 seconds yet? 10 seconds?

I find 5-10 seconds a normal amount of time to work out these issues. Besides, several precedent-setting cases (the most recent being CASE THIRTEEN from San Antonio) have already established that interference over Blackwood, even in an experienced partnership, creates extra leeway for the investigators’ next actions.

Try this. What type of hand would West hold to sign off quickly in 5♠? I can’t construct one that is worth 4NT over a competitive 3♠ bid. (Yes, I know East’s hand is worth more than 3♠: I’d have bid 4♠ or even 4♥ the first time.)

Next, why did the table Directors decide that the hesitation conveyed UI which demonstrably suggested bidding 6♠? What definition of “demonstrably suggested” were they using? Luckily, the Panel and four of the five expert consultants thought differently (and even the fifth expert said it was close).

Just for practice, the third issue to resolve is whether there was a LA to 6♠ (assuming there was a break in tempo which demonstrably suggested 6♠). This is a close call. East’s hand is clearly worth more than 3♠, but she didn’t think so earlier. Once partner made a slam noise, is there compelling evidence from East’s hand that she should not stop short of slam? The arguments for allowing her to bid 6♠ are her fifth trump and her trump ace and queen. An argument for not allowing it would be deciding that a player of her level might not give a thought to bidding on after a prompt and confident 5♠ signoff by West. For a player who thought she had already shown her values with her “free” 3♠ bid, I’d judge that pass was a LA.

So this case boils down to whether there was a break in tempo and, if so, did it demonstrably suggest the 6♠ bid. I think there was probably a marginal break in tempo based on E/W’s statements, but that it was unclear whether it was out of proportion to the information demands of the auction. And even if it was, there is no evidence that it “demonstrably” suggested bidding 6♠.

Most of the panelists agree with me (and the Panel’s decision), even if not for

the same reasons. Some focus mainly on the “demonstrably suggests” issue...

Bethe: “There has been interference and West breaks tempo at a high level playing with a stranger. West may have been trying to decide (1) whether to double or bid 5♠, or (2) whether to bid five or six. East knows partner has interest in slam: 4NT showed that. East has good trumps and sound values for 3♣. I do not see how a slow 5♠ shows more interest in slam than a fast 5♣: both show the interest already implied by 4NT. In the context of an individual, the slow bid may well simply indicate doubt about the meaning of partner’s pass. The Director should roll the contract back but the Panel did a good job of assessing the issues and came, in my opinion, to the right decision.”

Weinstein: “I don’t remember the consultation or my response, but I sure hope I wasn’t expert number three. Something that I didn’t see mentioned: Couldn’t West have been considering double as opposed to 5♣? If this is a reasonable possibility then the alleged break in tempo even less demonstrably suggests 6♠.”

✍ Howard can breathe easy. We have it on good authority that he was not expert number three..

Treadwell: “The differentiation between allowing a bid after a tempo break in a high level, somewhat complex, auction for a ‘pick-up’ (Individual) partnership and not allowing it for a regular partnership makes a lot of sense in this case. The Panel, and the experts consulted, of course, got this one just right.”

✍ Focusing on the hesitation issue and finding that there was none are...

R.Cohen: “If all West took in a competitive auction in an individual was 5-10 seconds, there was no UI. Now a fast 5♠ would have created a different problem. No UI—no adjustment.”

Polisner: “Excellent analysis by the Panel with very good input from the players consulted. Certainly in an individual, West would need more than a few seconds to clarify East’s pass in his mind.”

✍ Focusing on the LA issue and finding that there was none is...

Endicott: “When West jumps to 4NT there should be no keeping East short of six.”

✍ Focusing on both the hesitation and demonstrably suggests issues, and then throwing in a surprise ending, is...

Rigal: “Sensible Director ruling given the potential link between the tempo and the bid. In the circumstances I like the Panel’s approach, including the obiter dicta about possible alternative decisions. Once the opponents intervene in an unexpected sequence, the tempo breaks are neither extreme nor do they necessarily point in any direction. Plus, in an individual, assuming your partner can count aces is at best a risky undertaking anyway!”

✍ Focusing on all three issues (break in tempo, demonstrably suggests and LA) and finding that none of them justified changing the table result, is...

Bramley: “A roundabout route to the right decision. This was much easier than everyone made it. I think that pass was *not* a LA. East had the ace that partner needed and she also had an extra trump and the queen of trump that she might not have held, along with considerable extra values on the side. Bidding six was automatic. West’s tempo was normal for ‘Blackwood Interruptus,’ affording no UI even in a regular partnership. Further, given that *this* partnership had no agreement

about the situation, West could have thought for half an hour without demonstrably suggesting anything.

“The Director should have been able to cut through the ‘Hesitation Blackwood’ fog to let the table result stand. North had already tried a psychic 2NT and a butt-in over 4NT, setting serious obstacles that his opponents managed to overcome. If North had appealed that ruling he would have deserved an AWMPP and a place in the Whiner’s Hall of Fame.”

✍ I think calling bidding six with the East hand “automatic” is a stretch. It might be automatic for some class of player, but certainly not for the class which would have bid only 3♣ two rounds earlier.

Just agreeing with (almost) everything (can it possibly be?) is...

Gerard: “This is a mind-boggling concept: finding a common standard in an individual. Oh well, the Panel did a good job, except that the ‘demonstrably suggested’ language of Law 16A is irrelevant when deciding whether an unmistakable hesitation has occurred. Note that 4♥ would have been the best choice over double, but only 3♣ if everyone’s majors had been reversed.”

✍ Two panelists think the decision was wrong. Let’s look at their arguments.

Kooijman: “This is a complicated auction and I am not sure that I would have joined the majority here. Though I agree that it is not likely that West has only one ace, it is not impossible either. And when East understands her own pass shows one ace, the decision normally is her partner’s. How can an expert (and later the Panel), when East herself admits the hesitation, deny that a chargeable huddle occurred? Is this another example showing that pauses should be normal when entering this stage in the auction? When East passed in tempo wouldn’t there be doubt for West about two missing aces; doubt that couldn’t develop given the hesitation? Of course West is absorbing unexpected information, but that is hardly relevant. There is no reason for East to bid on with only one ace, one she might have shown her partner by passing. I am quite convinced that pass is a LA in this situation.”

Rosenberg: “Fair enough if you believe that no real break in tempo occurred. But Blackwood auctions are extremely tempo-sensitive: even a small huddle is magnified. If West had held ♠KJ10xxx ♥K ♦KQJ10 ♣AK do you think he would have thought 10 seconds or 5 seconds or 3 seconds? I don’t. And after his prompt 5♠ what would East do? Probably think a little and then pass; after all, partner seemed pretty sure about where he wanted to be. If E/W didn’t have the methods to handle interference over Blackwood, then they didn’t. So they must guess, either West jumping to slam or East bidding slam after an in-tempo 5♠ bid. West’s slow 5♠ bid was, in effect Re-Blackwood. West must have had some time between North’s 5♥ bid and his turn to be able to bid within 3 seconds (which I would have accepted). If you let East bid 6♣, you are punishing all the ethical Wests who bid 5♠ in tempo so as not to jeopardize their side’s chances of reaching slam.”

✍ While I agree that West would double with Michael’s example hand, I doubt he would think that East might hold four spades and two aces and have bid only 3♣ on the previous round. But even if he did and bid 4NT to find out, it might still take 5-10 seconds to decide what East’s pass showed. Does East have 0/3 keycards? 1/4? Continuing interest in slam? No interest? Would a 5♠ bid by East have shown two aces or would it have been a signoff? If the latter, then might East’s pass be encouraging? Could she have two aces? Inquiring minds want to know.

In an individual with a stranger for a partner, might not a random West pause with Michael’s example hand out of sheer frustration that he couldn’t bid a slam? Is it so clear that West’s break in tempo indicates frustration over not knowing if he can safely bid 6♣ with his actual hand or frustration over not being able to bid a slam with a hand like Michael’s example hand? Is it so clear that it had to do with

anything other than deciding what East's pass might show or what action would be best (double or 5♠) with his hand? Wasn't everyone just guessing? Just how did the pause help East?

Our final panelist raises a valid concern about a deficiency in the consultation process. He gets the final word.

Stevenson: "Good Appeals Committees discuss and come to a joint decision. Poor Appeals Committees often take votes or publish Dissenting Opinions without adequate discussion. But the Panel system can never be completely adequate because the consulted experts give their opinions separately rather than discussing them. Look at this case. Do we have faith in the distinguished set of experts? Certainly! What is their joint considered opinion? No idea! I do not know whether the decision was correct (it is a very close case) but I would have far more faith in it if the five players consulted had made it after discussion."

CASE TWENTY-TWO

Subject (Tempo): "Demonstrably" Sure Doesn't Mean What It Used To
Event: Senior Pairs, 27 Nov 99, First Session

Bd: 24	♠ AK109853		
Dlr: West	♥ AQ4		
Vul: None	♦ AK		
	♣ 3		
♠ 4		♠ Q	
♥ 10953		♥ KJ7	
♦ Q6		♦ J9732	
♣ KJ9764		♣ AQ82	
	♠ J762		
	♥ 862		
	♦ 10854		
	♣ 105		
West	North	East	South
Pass	2♣(1)	Pass(2)	2♦
3♣	2♠(3)	3♦	4♠
Pass	Pass	5♣	Pass
Pass	5♠	All Pass	
(1) Stop Card used			
(2) Break in tempo			
(3) Insufficient; (apparently) accepted			

The Facts: 5♠ went down one, +50 for E/W. The Director was called at the end of the auction. E/W said the break in tempo was 20-30 seconds while N/S claimed it lasted as long as 1 minute. West stated that she routinely interferes in 2♣ auctions. The Director ruled that the 3♣ bid was not demonstrably suggested by the break in tempo. The table result was allowed to stand.

The Appeal: N/S appealed the Director's ruling. N/S argued that the break in tempo suggested values which made bidding 3♣ safer than it otherwise would have been. 2♦ was 0-7 HCP and 4♠ was weaker than 3♠. West said that she routinely interferes with 2♣ auctions. The masterpoint holdings of the players were: North 930, South 1100, East 75 and West 530.

The Panel Decision: As it was obvious that pass was a LA to

3♣, the Panel polled five experts on whether the hesitation over 2♣ "demonstrably suggested" the 3♣ call (Law 16A). Two of them believed it did: One thought the hesitation suggested that East could not have a bad hand while the other thought it suggested balanced values, in either case making 3♣ safer. The other three disagreed: One thought the UI present was irrelevant and did not in any way suggest that 3♣ would be more likely to be successful while the other two agreed and noted that several of the calls East may have been considering made a 3♣ bid riskier (such as spade or diamond bids). All three rejected the argument that since the hesitation in itself suggested strength, the UI favored action versus inaction for West. They believed that such an argument made some sense in other auctions but not in one where an opponent has opened 2♣. Law 16A states: "After a player makes available to his partner extraneous information that may suggest a call or play, ... the partner may not choose from among LA actions one that could demonstrably have been suggested over another by the extraneous information." The Panel found that the arguments of the majority of the player consultants were the more persuasive and that the wording of Law 16 favored allowing the 3♣ bid here. Therefore, the table result was allowed to stand.

DIC of Event: Guillermo Poplawsky

Panel: Matt Smith(Reviewer), Olin Hubert, Roger Putnam

Players consulted: Bernie Chazen, Ralph Katz, Steve Robinson, Jim Robison, John Solodar

Directors' Ruling: 76.1

Panel's Decision: 78.8

☞ I like this decision but not the reasoning used to reach it. Many players in a 2♣ auction strain to interfere on weak, distributional hands. Therefore, East's hesitation does not demonstrably suggest high-card strength or make West's 3♣ bid more attractive. Additionally, E/W held a total of around 600 masterpoints between them. Huddles from such players are notoriously difficult to interpret. The phrase "demonstrably suggest" cannot just mean that there are some hands that East would hesitate with which would make the 3♣ bid more attractive. Rather, it must require that some direct, easily understandable logical connection exists which inescapably makes the 3♣ bid more attractive. That the Panel "polled" five experts and found the majority believed there was no connection does not justify allowing the 3♣ bid. What is necessary is to ask the players who believed there was a connection to explain *why* the hesitation made 3♣ more attractive and (pay attention, this is the key) *why there is no other feasible or practical implication of the hesitation.*

One lone panelist picks up on my criticism of the illogic behind this decision.

Kooijman: "I am lost here. Which East player needs half a minute to decide to pass with this hand after a game-forcing opening bid? And how did West collect 530 masterpoints routinely interfering with 2♣ openings? (This is not a statement showing disrespect—I'm describing my amazement.) Since nobody asked whether the long pause by East could have shown clubs, been considering doubling or whatever, I am apparently looking for ghosts here. Director and Panel may not suffer from my deviations."

☞ Most panelists are uncritical in their agreement with the decisions.

Weinstein: "I strongly concur with the three experts who believe the huddle doesn't demonstrably suggest 3♣. By the way, 5♣ is cold on a club lead and continuation. If North were a top expert I would consider going down to be egregious if two rounds of clubs were led."

Bramley: "I side with the majority here, but it's close. The inexperienced East player probably hesitates more often, with less meaning, than more experienced players. The Panel sensibly used the split opinion of the experts as best they could. The writeup is excellent, with clear summaries of the arguments for both sides."

Polisner: "At the time of East's break in tempo, assuming that he was thinking of bidding, it could have been bidding 2♠ or 2♦, doubling 2♣ or a number of other calls. Since West 'routinely' interferes in 2♣ auctions, maybe East does also. I don't believe that West's 3♣ bid was demonstrably suggested and that the bid carried substantial jeopardy at equal vulnerability. I agree with both the ruling and the Panel's decision to allow the table result to stand, but the East player should have been counseled about the problems such breaks in tempo can cause."

Rigal: "Good Director ruling to determine that the hesitation of a player with 75 MP may not mean all that much. I think the Panel directed itself correctly and that they followed a sensible line of reasoning; it is too tough for us to work out what East was thinking of, but the idea that it might have been a double is not conclusive. Good decision."

Rosenberg: "Since East had only 75 master points, perhaps it would have been fair to say that not much of an inference could be drawn from the break in tempo. But the Director should certainly have made E/W appeal—that is part of the education process for the players."

Treadwell: "I like the Panel's and experts view of the 3♣ bid after the strong 2♣ opening. It is true partner's break in tempo perhaps showed a few high cards, but it did not suggest that 3♣ would be a safe or winning action. After all, partner's

anticipated high cards might prove almost useless in a club contract, but important to the defense of any contract reached by N/S. An excellent decision."

Stevenson: "Good ruling and decision. When interfering against strong openings it is not necessarily an advantage that partner has strength and the UI does not suggest the 3♣ bid at all. A more interesting question is this: Given that West regularly interferes over 2♣ auctions, would it have been correct to disallow a pass by West if that had been her choice?"

☞ It might have been correct, but who would ever know it if West had passed and who would have called the Director after the pass—even if they did know?

Endicott: "Applause all round—and both sides were entitled to their day in court."

☞ And now, the case for the prosecution.

Gerard: "Professor Moriarty was puzzled. 'Holmes, how did you know I stole the Vermeer?'"

"It's on old theory of mine, Professor. Eliminate the impossible and whatever remains, however improbable, is the truth."

"But Holmes, how could I have outsmarted the British Museum when I was on the continent the whole month? It was much more likely to have been Oberstein or Eduardo Lucas, both of whom had motive and opportunity. If I were going to do it, why not the previous month when I was on the scene?"

"That's where you're wrong, Professor. You fail to realise that history has a dramatic impact on behavior. Your prior record of directing criminal activity in absentia made it not improbable that you had done it again. By putting myself in your shoes, I was able to determine how you masterminded the theft from abroad. It's just like that newfangled version of whist—bridge I think they call it. Figure out what your opponent is likely to be thinking about and you'll have a huge advantage in the play."

"Moriarty thought for a minute. 'Well, Holmes, I suppose that could go for one's partner also. Figure out what he's likely to be thinking about and you'll have an even greater advantage, especially in the bidding.'

"Holmes was scornful. 'Typical of the criminal mindset, Professor. It's improper to take advantage of partner's thought processes, even if they don't give you a certain suggestion of his problem. It's a matter of probabilities. Take that case that scandalised the Bagatelle Club last month, that one where Ronald Adair bid 3♣ after his partner's hesitation and eventually pushed his opponents one level too high.'

"I remember that" interrupted Moriarty. 'Surely his partner's action gave him no clue, since he could have been thinking about any number of things that would have made it wrong to bid 3♣. Spades or diamonds, for example. Two-suiters with short clubs. Even you with your incredibly Victorian standards would have to admit that Adair was free to do as he wished.'

"Wrong, Professor. Eliminate the impossible. East couldn't have a true one-suited hand, with which he would have bid directly. If East had such a hand but didn't bid because of weakness, the opponents would likely have a slam that outscored whatever penalty they could inflict on 3♣. East probably didn't have a true two-suiter, with which he would have started showing his suits immediately. And East likely had some values for him to even be considering entering the auction. So what remains is a balanced or semi-balanced hand with its share of values, making it much safer for Adair to bid 3♣ than in a vacuum."

"But Holmes, surely East is less likely to have values when North opens 2♣."

"Nonsense. Have you seen what people open 2♣ with? Even with 22 points for a 2NT rebid, that leaves East with enough room for an opening bid. And if North had a long suit instead, East could have an even stronger hand and North would bid his suit immediately over the interference anyway. Only if North had intended to

rebid in notrump and East misfit clubs would Adair be risking a heavy penalty. But then East would probably have to hold five diamonds and a four-card major, since it would have been more attractive to bid a five-card major on the previous round. So the number of hands that didn't match Adair's 3♣ bid were pretty few—4-3-5-1, 5 bad-3-4-1 with North planning a notrump rebid. Any other misfitting distribution and East's redouble of North's double (after all, West didn't open 3♣) would get E/W to their heart fit. There were so many favourable holdings that West was odds on to survive his impertinence. No, Moriarty, Adair was wrong and the management of the Bagatelle should have prevented him from bidding 3♣.

“You worship at your altar, as they say. Your tricky legal arguments can't convict Adair or me. You say you shall see me in the dock. I tell you I will never stand in the dock. I will rid the world of your presence before I will allow that to happen.”

“Well, Professor, I think a British jury will disagree. And as to the other, let me say that if I were assured of the latter I would gladly suffer the former, especially if it meant there would be one fewer defender of the Bagatelle management on the face of this earth.”

✍ That was such fun that I'm sorely tempted to change my opinion, if for no other reason than as a substitute for applause. Well-done, Ron!

Rats! I must confess, I'm still not convinced. *If* we knew that East's hesitations had meaning and *if* we had evidence that E/W had sufficiently well-defined methods for interference over the opponents' strong 2♣ that East's direct actions were clear, then I might think differently. But my guess is that East is likely (on the auction alone) to have some values—especially given Ron's points about North's possible high-card strength and South's (negative?) 2♦ response. Give East her opening-bid values in a hand like ♠KJxx ♥Axx ♦Kxxxx ♣Q (note: I've given her an extra king in place of a queen and a jack, plus the important ♣Q), a hand with which she might have considered bidding, and West will go for at least 300 if doubled when N/S are unlikely to be able to make more than a partscore—*if* they can manage to stop in one. And East's values are likely to be at least as valuable on defense as on offense (unless there's a club fit), particularly when she fails to act over 2♣.

Two other panelists agree with Ron that West should not be allowed to bid.

Brissman: “Horsefeathers. The hesitation told West that the East and South hands could not have been interchanged (which certainly could occur with an unlimited 2♦ waiting response). The knowledge that East will have some useful values makes the 3♣ call safer, especially considering that West is not bidding constructively.”

R.Cohen: “Is this a joke? East is a player with 75 masterpoints. Players at this level have to add up their HCPs to see if they should consider bidding and then decide what they can bid. Yes, East had 13 HCPs—they do count singleton queens—and she took 30 seconds to work out the possibilities and finally pass. A player with West's experience should be ashamed to take advantage of this knowledge. And everybody was asleep except N/S.”

✍ Our final panelist has more questions than answers, and blames it all on the lack of a proper investigation.

Bethe: “Were E/W a regular partnership? If so, then if West ‘routinely’ interferes in the opponents' 2♣ auctions that is a private understanding—and should be documented. What hands can West have that do not interfere? One fewer club? Two fewer? If they are a regular partnership it is more likely that the hitch suggested some values and made it safer to come in. If E/W are not a regular partnership then they are not aware of each other's proclivities and the experts' and Panel's comments are more relevant. Since I see no exploration of what I believe is a crucial issue, I think the Panel did not do an adequate job and that a Committee would have

been more likely to reach the needed questions.”

✍ I doubt that any of us document our tendencies over strong 2♣ auctions and only in a long-time partnership would there be enough hands to provide as rigorous a description of them as Henry asks. But he is right that the regularity of the E/W partnership would have been useful to know and should have been reported.

CASE TWENTY-THREE

Subject (Tempo): A Rose By Any Other Name

Event: Strati-Flighted Pairs (Flight A/X), 27 Nov 99, First Session

Bd: 1	Martin Hirschman		
Dlr: North	♠ AQ43		
Vul: None	♥ K872		
	♦ 75		
	♣ J73		
Tom Miller	Ron Rose		
♠ 109	♠ KJ52		
♥ 96	♥ 10543		
♦ KQJ4	♦ A32		
♣ AKQ94	♣ 52		
	Lynne Schaeffer		
	♠ 876		
	♥ AQJ		
	♦ 10986		
	♣ 1086		
West	North	East	South
	Pass	Pass	Pass
1♦(1)	Dbl	Pass	1NT
2♣	All Pass		
(1) Break in tempo			

The Facts: 2♣ made three, +110 for E/W. There was a 20-second hesitation before West opened the bidding. The Director was called when dummy came down. N/S believed the pass of 2♣ was suggested by the slow opening bid. The Director ruled that the slow opening bid did not demonstrably suggest passing; West could have been considering many other actions. The table result was allowed to stand.

The Appeal: N/S appealed the Director's ruling. They believed West's huddle clearly showed an off-shape minor-suited hand and that East's pass of 2♣ showed that he read the situation. E/W said the slow 1♦ bid followed by 2♣ after the opponents had doubled and bid 1NT, with partner passing, made it likely that the problem involved a sound opener with off-shaped minors. East justified his bid by

citing South's 1NT bid and his values behind the doubler.

The Panel Decision: The Panel found that there had been a break in tempo that helped identify the opening bid as off-shape in the minors. The Panel rejected East's contention that South's 1NT showed that diamonds was a bad contract. Some of the experts consulted characterized the situation as: (1) total nonsense in the auction, but 2♦ makes three; (2) this is the hand I would expect to see; (3) this is an outrageous guess about partner's hand that correlates with the slow pass; and (4) passing is impossible, make them play 2♦ for +110. The contract was changed to 2♦ made three, +110 for E/W. An AWMPP was considered but rejected because the contract was changed. The appeal write-up was referred to the Recorder because of the unusual action taken by East.

DIC of Event: Charlie MacCracken

Panel: Ron Johnston (Reviewer), Roger Putnam, Matt Smith

Players consulted: Ken Gee, Eric Greco, Geoff Hampson, Mark Lair, Alan Sontag, Michael White

Directors' Ruling: 61.8

Panel's Decision: 69.1

☞ I wonder how West managed to hold himself to only nine tricks in 2♣.

Had N/S analyzed the hand carefully, they might have realized that nine tricks were also available playing in diamonds and that they had little hope for a score adjustment. Thus, this might better have been treated as a matter for the Recorder than an Appeal Committee. However, only the Director was in an easy position to

discipline East for his rather suspicious action in passing 2♣ so perhaps N/S did the right (if not totally successful) thing in appealing the ruling after all.

Why did the table Director allow East to get away with his strange action after West's hesitation? And why did the Panel not address the possible ethical aspects of East's action rather than the nonsense about N/S's appeal being without merit?

For those who think, as did the floor Directors, that West could have been considering any number of other actions, the only possibility I can think of that's consistent with the subsequent auction is that West is in the strong notrump range and was considering opening an offshape notrump with 2-2-5-4, 2-2-4-5, 4-1-4-4 or 1-4-4-4 distribution (possibly with a singleton honor in his major). If West has one of the four-card major hands, then East's failure to bid a major over the double made it impossible for his side to find their four-four major-suit fit. If West has one of the five-four hands, then it could be five-four either way. The fact that West chose 1♦ rather than 1NT means either that the 1♦ opening is not an awkward choice (and thus that he has five diamonds and four clubs) or that his major-suit doubletons make his hand suit oriented. There is an additional inference from West's failure to double 1NT that he is not at the top of his range (17 HCP).

While the table Director's ruling has some logical support (West's hand cannot be unequivocally linked to having longer clubs), it is questionable on practical and empirical grounds. East bid his hand from the start as if he was playing West to have both minors (by not bidding a major over the double) and then played him to have longer clubs (when he might have been 2-2-5-4) by passing 2♣. This is all quite suspicious. It is disturbing that none of the Directors (on the floor or on the Panel) thought to at least pursue the question of why East (a Flight A/X player) bid this way with a clear diamond preference. Perhaps they took into account that he had only about 350 masterpoints and was playing in Flight A/X only because his partner had more than 3,000 masterpoints.

Next, how did the Panel decide that 2♦ would make three? On the likely heart lead, what does West do on the third round of the suit? If he ruffs and draws trumps, when he plays clubs South ruffs the fourth round, leads a spade to North's ace, and North then cashes a heart to hold declarer to eight tricks. The only line that leads to nine tricks on a heart lead is: ruff the third heart, cash three high clubs, ruff a fourth club with dummy's ♦A, then draw trumps and play a club. South can ruff and lead a spade to North's ace and he can then cash the ♥K, but dummy's ♠K will then produce the ninth trick. But why would declarer be given credit for playing that way when he only managed to take nine tricks in clubs? I would adjust the score for both sides to +90 in 2♦; then I would consider an AWMPP for the Panel.

The first panelist raises questions that should have been investigated.

Bethe: "I guess E/W must have been playing Precision. Otherwise how could East pass? How often do E/W play together? On the other hand, why are N/S protesting this board rather than giving it to the Recorder? I would have imposed a penalty on E/W for this flagrant abuse. Perhaps 24 matchpoints on a 12 top. Or maybe 156. And I would reward N/S for bringing this pair to the Directors' attention with a cup of coffee or something."

☞ Along similar lines...

Bramley: "Since N/S could not expect to improve their score by appealing, their appropriate course was to go directly to the Recorder themselves. Obviously, if E/W had managed to score 130 in clubs (how did they avoid it?), then the relevancy of the appeal would have been much greater. East's failure to bid 2♦ was an awfully good read."

☞ The following panelists make the case for adjusting only 90 in 2♦.

Polisner: "If this particular West could only make 3♣, why should it be assumed that he would have made nine tricks in diamonds. If I had concluded that the

contract should have been 2♦, I would have ruled +90, not 110 (ruff third heart and draw trump).”

Rigal: “The Director ruling looks odd to me, as indeed does the Panel decision (particularly as regards an AWMPP). Who was appealing? Surely N/S and they have a case, since the play in 2♦ might well go three rounds of hearts, ruffed, two top clubs and a club ruffed high, three rounds of diamonds, then a club ruffed by South who plays a spade, letting North cash a heart for 90. The Recorder referral sounds good to me. Would anyone check that it has been received by the competent authority?”

✍ I can report that I received it—when I read the case.

Gerard: “Not right that the subject matter should be described thusly. Some of us have felt League counsel’s wrath for less. I doubt very much that E/W argued as they were alleged to concerning the slow 1♦ bid or that N/S’s appeal was thought to be without merit. Something was fishy about the Panel’s write-up. I suppose that odor originated with the Director’s ruling, which still has me wondering what else West could have been considering. I would like to have seen some analysis of the possibility of +90 for the offenders, although I agree that nine tricks were overwhelmingly likely in Flight A.”

✍ Yep, just like ten tricks were overwhelmingly likely in 2♣!

Rosenberg: “If this declarer could only take nine tricks in clubs, maybe we should only give him eight tricks in diamonds? I guess that’s harsh. Director’s ruling would only make sense if it was made because 2♦ is the same.”

R. Cohen: “Effectively there was no score adjustment. But did anybody think to file a Recorder report? By the way, if a Director Panel thinks a Recorder report is warranted, does our disciplinary code or do our regulations recognize this authority, or may it only be recorded by a properly constituted AC.”

✍ I can say with some confidence that anyone—especially a Director—may file a Player Memo.

The following three panelists all seem to have missed some important points either in the actions of Directors (table or Panel) or the analysis of the play in 2♦.

Treadwell: “Although I believe Committees and Panels should be more eager to award AWMPPs than has been the norm recently, I agree that it would have been out of order here because of the change in the final contract. Also, it is not clear from the data presented that N/S would have appealed the original ruling had they realized the same number of tricks were available in either minor. By bringing the appeal, N/S may be doing a favor to bridge in general and to this E/W in particular, by calling attention to the unwarranted pass. Reference to the Recorder was certainly in order. Another excellent decision.”

Brissman: “Since N/S could not make a prima facie case of damage, they had no basis for an appeal. The only reason these players risked an AWMPP is that they played in the wrong event. If they had been playing in an NABC+ event, the screener would surely have convinced N/S to withdraw the appeal and file a Player Memo. Unfortunately, they chose to play in an event in which no screening occurred and thus were never enlightened as to their burden and alternatives.”

Endicott: “‘Slightly’ surprised that West did not know how he handles this shape with a goodish diamond suit, but he will for the future and will have no cause to dwell on it again.”

✍ Covering all bases admirably, the next two panelists get to share the final word.

Stevenson: “Does 2♦ make three? Three rounds of hearts: if West ruffs South has control and should make a trump, three hearts and the ♠A; if he discards, a spade to the ace then the ♥K has the same effect.

“The discussion of the AWMPP seems ludicrous: East has clearly committed an infraction by not following Law 73C, and 2♦ might easily lead to fewer tricks than 2♣. Even though the Panel decided otherwise, N/S have an obvious case and it is worrying that the Panel thought otherwise.

“As has been noted in earlier cases, there are a number of players who appear to ignore the requirements of Law 73C. Charitably we can assume this is due to ignorance. It is time players learnt this Law. With the UI, East’s pass of 2♣ is unacceptable. The Panel should have made this clear. It is a pity that the Panel has appeared to support unethical action with their comments.”

Kooijman: “This seems a clear and useful example of using UI. When I teach my pupils to become Directors one of the issues to be dealt with is the question of when to penalize players for making a call that shouldn’t be made given the UI available. As tolerant as I am I tell them, when the call would be made by a big majority (more than 80%, I know it is wrong) it should be allowed; when it is made by between 25% and 80% just remove the advantage; when less than 10% makes the call there is reason to give a disciplinary penalty. I consider this case as one in which a disciplinary penalty should have been given. In my world it is impossible to pass 2♣, but I have to say that in my world nobody prepares for the second call any more. Your Goren is out.

“In my world the Committee would not have adjusted the score since there was no damage. And isn’t that the only reason to adjust? The advantage is that the AWMPP could have been given. And I would have done so, calling the Director is okay and the Director should have educated E/W about using UI and the like.”

CASE TWENTY-FOUR

Subject (Tempo): The Test Balloon That Failed

Event: NABC North American Swiss Teams, 28 Nov 99, Second Final Session

Bd: 10	Claude Vogel		
Dlr: East	♠ 832		
Vul: Both	♥ A10973		
	♦ 10872		
	♣ 10		
Robert Stone	Barbara Stone		
♠ 105	♠ A64		
♥ K64	♥ 5		
♦ QJ53	♦ AK64		
♣ J974	♣ AQ862		
	Sangarapil Mohan		
	♠ KQJ97		
	♥ QJ82		
	♦ 9		
	♣ K53		
West	North	East	South
		1♣(1)	2♥(2)
Dbl(3)	Pass	Pass	2♠
Pass	3♠	Pass	Pass
4♥	Dbl	Pass(4)	Pass
4NT(5)	Pass	5♠	Dbl
All Pass			
(1) Alerted; strong, artificial, forcing			
(2) Alerted; ♠ or ♣+♦			
(3) Alerted; 6+ HCP			
(4) Break in tempo			
(5) Asked for a suit			

The Facts: 5♣ doubled went down one, +200 for N/S. The opening lead was the ♠K. The Director was called when the play had ended. N/S alleged that East had taken about 1 minute to pass the double of 4♥. E/W denied any break in tempo. West said that East could not have five hearts due to her failure to bid them and that her pass of 2♥ doubled otherwise indicated a balanced hand. The Director ruled that there had been a break in tempo which suggested the pull and that pass was a LA. The contract was changed to 4♥ doubled down seven, +2000 for N/S.

The Appeal: E/W appealed the Director's ruling. East stated that none of her calls were made quickly and that her pass of 4♥ doubled had not been any slower than any of her previous calls. West stated that most of his bids had been slow and that his 4♥ bid had taken a very long time. He said he thought East would have hearts both for her pass of 2♥ doubled and her later pass of 4♥ doubled. North said there had been a lengthy pause by East before she passed 4♥ doubled. When asked by the Committee why he said nothing about it at the time he said he mentioned it

to E/W at the end of the auction and when they later denied the break he said "I guess you didn't hear what I said." South added that the whole auction had contained lengthy hesitations. The Committee asked the Table Director why he ruled that West had UI that it was East who had broken tempo. He said he based his ruling on East's hand, on North's claim that East had been responsible for the extra time the tray was on the N-E side of the screen, and on his perception that East had not denied the break in tempo. East reasserted that she said at the table that her pass of 4♥ doubled had not been any slower than any of her other calls and that she had not admitted breaking tempo.

The Committee Decision: The Committee decided that there had probably been a noticeable break in tempo on the N-E side of the screen following the 4♥ bid. However, it was not clear how West could have known which player (North or East) had been responsible for the extra time. North could have taken time to double 4♥ or East could have been concerned with sitting for the double. From West's perspective, the former seemed more likely since East's pass of 2♥ doubled had

suggested good hearts (West's double had not promised hearts—only 6+ HCP). If West could not be sure who was responsible for the break in tempo then there was no UI. The Committee was also concerned that North had not sought agreement from E/W about the break in tempo at the end of the auction and only made a point of it after play ended. The sight of dummy might also have suggested that the Director be called at that time. Finally, West almost certainly bid 4♥ tentatively (as well as hesitantly) knowing that he would likely be playing in a four-three fit at best (East's failure to bid hearts suggested she probably didn't have five of them). North's double thus suggested that trumps could be splitting badly and that a minor-suit contract would be a better choice. The Committee restored the table result of 5♣ doubled down one, +200 for N/S.

DIC of the Event: Henry Cukoff

Committee: Rich Colker (non-voting chair and scribe), David Berkowitz, Jon Wittes, Kit Woolsey

Directors' Ruling: 73.3

Committee's Decision: 81.1

As I was involved in this decision and agreed with it as a matter of principle (I saw no evidence that any information penetrated the screen that suggested that East had broken tempo rather than North), I'll take a back seat to the discussion.

A number of our panelists confirm that E/W are a notoriously slow pair, which is consistent with the pair's own statements reported in the write-up. Information of this sort is quite proper in appeal cases and is why we have Committee comprised of members knowledgeable about (but not friends of) the players.

First, we'll hear from those who support the Committee's decision.

Bramley: "Bizarre. Screens should protect players from liability for some hesitations that would be liable without screens. This is such a case. E/W are a sedulous pair and the tempo as described seems to be within their normal range. I have no sympathy for North, who might have judged from *West's* hesitation before bidding 4♥ that he would run if doubled. North certainly had no reason to think he could beat anything other than 4♥. Indeed, from his point of view, even that contract might have been cold. A prudent pass would have netted him a rare +700. (Note that an earlier inspired pass by South would have netted +1070!) The Director was too harsh, but the Committee got it right."

R. Cohen: "The Director ruling was correct based on his determination of the facts. I was given the West problem long after the hearing (I had no prior knowledge) and I said there was no UI since it wasn't clear who was creating the slow tempo on the other side of the screen. No UI—no adjustment."

Endicott: "West is driving in the dark and sheer common sense demands he does not risk the 4♥ doubled contract."

Weinstein: "I can't imagine West sitting for 4♥ doubled even if there was UI that demonstrably suggested pulling. I do believe that the huddle is much more likely to come from East, but I have no strong feelings whether it meets the demonstrable standard. In these situations West should make his normal call which is fleeing. The tray would have had to have been across the screen for more than 25 seconds before there can even be a presumption of a break in tempo. I do know this E/W play very slowly since I received my first and only slow play penalty in a Vanderbilt or Spingold against them many moons ago. I am sure there are some players out there who are in disbelief that I've only had one slow play penalty in V/S competition. Double by North seems a bit greedy."

Polisner: "Wouldn't it be nice for our members to at least be able to agree on whether there was a 1-minute (really a long time when I'm on the treadmill) and no

break in tempo? I don't think that West was planning on passing 4♥ doubled no matter how fast the tray came back. The Committee did a good job here."

Treadwell: "It would be about as absurd for the West hand to pass 4♥ doubled as it was to bid 4♥ in the first place. It was most convenient for the Committee that a table screen had been in use to mask just which player broke tempo, thus virtually eliminating UI."

✍ The next panelist appears to slightly favor the Directors' ruling while giving a sly nod toward the Committee. I guess that means he thinks they both did the right thing.

Rosenberg: "Very strange and difficult case. It feels to me as if E/W 'got away with' something with the Committee decision. They came within a whisker of playing 4♥ doubled after making some questionable (bad?) bids. Obviously they did not know what they were doing, since if West could bid 4♥ based on East's pass to 2♥ doubled, then East had no business passing 2♥ or 4♥ doubled. West's contention that East could not hold five hearts seems self-serving—I see no reason that East could not have five hearts and a balanced hand. Even if East has only four hearts she may be 3-4-3-3 (she *did* have three spades) and there may be no minor fit. This would have been a 'bad' huddle with no screen, but an equitable ruling probably depends on the length of the break in tempo. I applaud the Director for giving the extreme ruling. I sympathize with the Committee."

✍ Michael's feeling that E/W "got away with something" is a theme which will be echoed by other panelists shortly. But first, I'm not quite certain where the following panelist stands on this case so I'll let simply you decide for yourself.

Stevenson: "Players who have doubt over their actions often take time to think about them. If a player thinks for a very long time before all her calls that means she has problems: It does not mean that there is no tempo break nor does it suggest an absence of UI. The meaning ascribed by West to East's pass of 2♥ doubled sounds quite specific. Why was it not Alerted?"

✍ A (forcing) pass which shows a hand which has no more descriptive call to make, whether it tends to be balanced or not, does not require an Alert. A player who thinks all the time and has problems and doubts about all of her calls gives no useful information to her partner about her problem on *this* hand other than what he already knows—she is unsure of her actions. That may be UI but it does not demonstrably suggest any particular action. Of course that assumes that her partner knows it was *she* who took *all* the time (not the case here) and that *all* of her calls are made in the same slow tempo—not just some of them.

As promised, the remaining panelists think the Committee bought the farm on this one. The first makes some of the same points as the previous panelist.

Bethe: "This E/W pair bids slowly when they have cards but not so slowly when they have nothing. It is probably true that East's actions after opening 1♣ were uniformly slow. It was probably true that West's actions after the initial double were all slow. But that does not give E/W license. In fact it means that they have a great need to show that none of their bids were influenced by partner's tempo. They have UI *all the time*. West would know that East was responsible for the tempo on the other side of the table *because East is almost always responsible for a break in tempo*. Any player who can pass 2♥ doubled deserves to go for 2000 and I can see no reason for West to remove 4♥. On the other hand, I think it was more likely that West would remove than not, so I would have given N/S +200 and E/W an extra zero."

✍ Let's say, just for the sake of argument, that East is known to have taken all the

time. Does the hesitation, given her earlier pass of the double of 2♥ (which showed nothing about hearts, remember, only 6+ points), suggest that East was uneasy about passing or was thinking about redoubling (maybe with a fifth heart)? Perhaps she was considering whether she could get as much against 4♠ doubled if N/S ran. If East hesitates primarily when she has cards, how does this affect the present situation? Is there any doubt from authorized sources that she has cards? After all, she did open a strong club and did not take another positive action thereafter until she overbid with 5♣. (Perhaps 5♦ would have been better?)

And what does East deserve? It is no justification, because East made a poor pass of 2♥ doubled, that she "deserves to go for 2000." It is not our job to punish players for what we think is bad bridge (especially when it occurred prior to the irregularity and has no direct bearing on it). The issue we are to decide is whether there was UI that demonstrably suggested West's pull of 4♥ doubled and if so, if there is a LA to running. Whether running is "likely" is not our concern.

The following panelist is also intent on punishing E/W for what he considers East's "pathetic" pass of 4♥ doubled.

Rigal: "I think the Director's ruling was in point although the late summoning might have made me less sympathetic to N/S. As to West and East's actions; East's pass of 4♥ after partner failed to bid hearts over 2♠ is pathetic. For that reason alone, and the fact that from West's perspective a slow double by North is far less likely than a slow pass by East, I'd be inclined to award E/W -2000; but I do not think N/S deserve more than +200. We can award split scores here can't we? The Committee seems to me to have been guilty of applying expert bridge reasoning in a position where E/W had already indicated they were incapable of reaching those heights."

✍ We can certainly award split scores here or indeed in any team event—even in a KO. It so happens that in a Swiss Team the split scores can be carried forward independently due to the VP scoring. In a KO match the split scores ultimately get averaged together.

Was the Committee guilty of giving E/W the undeserved benefit of expert bridge reasoning? I don't think so. The Committee's decision is almost exclusively concerned with the UI issue: How could West know who was responsible for the delay? If he did know, did it suggest the action he took and was there a LA? They used only as much bridge information (that East's pass of 2♥ showed either good hearts or enough balanced strength to make beating the contract likely, as West's double showed nothing about hearts) as seemed reasonable from E/W's indicated methods. The fact that E/W's bids were at times illogical (East's pass of 2♥ and 4♥ with a singleton heart; West's 4♥ bid with only three) or inconsistent (the claim that East would have bid a five-card heart suit but the fact that she didn't bid a five-card club suit) only suggested that E/W's methods weren't well understood or that their bridge judgment was poor. It did not mean that they had or used UI.

The final panelist expressed the most displeasure with this decision.

Gerard: "The stench from CASE TWENTY-THREE just won't go away. Sometimes you have to hold your nose and do the right thing.

"E/W could legitimately claim that they never break tempo. That is, as a notoriously deliberate pair they are in a better position than pairs with more appropriate tempo because everyone knows when the latter have a problem. Well how long do you think it took East to bid 1♣? 5♣? [We don't know. Do you?—*Ed.*] Does this remind you of the old 'We always hesitate before playing to trick one as third hand'? Did you ever time those people when they held three to the eight? Do you think that E/W are more attuned to their own problems than any of their opponents?"

"The Committee's decision represents the coincidence of the ages. Just look at the actual hand. North had a clear penalty double in a situation in which South wasn't expected to contribute anything to the defense. East had a clear hesitation

followed by a refusal to take a position. ‘No, no’ sayeth the Wise Men. ‘It could have been the other way around. East had already shown good hearts.’ Not even close. West said only that East’s pass to 2♥ doubled showed a balanced hand, which includes 3-2-4-4 last time I looked. But since South would never pass 2♥ doubled (he didn’t on the actual hand), East’s pass could show a trap for both minors or spades. West was making it up on the fly. Since East didn’t think her pass of 2♥ doubled showed a balanced hand, why did the Committee run with West’s statement? Can you say ‘self-serving’? And what is this nonsense about not having a five-card heart suit? East didn’t bid her five-card club suit—did that mean she couldn’t have them either?

“With nothing else this decision would pollute the harbor, but then the Committee engaged in some blame shifting that adds precisely nothing to the case except possibly a defamation count. North did mention his perception of a break in tempo at the end of the auction, which was enough to put the table on notice that he had observed a potential irregularity. If he had pursued it at the time, the discussion would likely have ensued along the grounds of the following: ‘Your pass was out of tempo.’ ‘No it wasn’t.’ ‘It took you over a minute.’ ‘So did everything else.’ When I use a word... East wouldn’t have been any less judgmental about the existence of her definition of a break in tempo at the end of the auction than after the play of the hand.

“Finally, West had such table presence after the double of 4♥ that it’s amazing he didn’t have more prior to bidding it. In order to play in a four-three fit, someone has to have four of them. If the opponents remained silent, he would never know until the dummy hit whether he was in the right contract. And if they doubled, the one thing he couldn’t do was take the action suggested by his partner’s tempo.

“We have a legal expression that covers what happened here. *Res ipsa loquitur*. You’d recognize it as ‘I know it when I see it.’”

✍ I’d guess, as a long-standing partnership and husband-wife pair, that E/W are more attuned to their own problems than are their opponents. But how often do they get to play behind screens and how attuned can they be there? As for North’s double, the only thing I can see that was clear about it was the message it sent to E/W that they might be in the only spot that was in any danger of being beaten. Maybe North doubled without undue delay (from all indications he did) but could it have been all that clear to West that such was the case? East’s hesitation and then pass was not as clear as would have been a hesitation and then pull, so maybe there is something to David’s idea that E/W are just uncertain about everything they do. It is hard to deny the logic that East’s actions in passing 2♥ and 4♥ showed some hearts—maybe not five of them but more than one or two or even three.

Let’s try an experiment. Let’s assume for a moment that North had a mental aberration and decided that the double of 4♥, after his earlier spade raise, expressed interest in saving in 4♠ but a willingness to defend if South thought that defending was right. But in his clouded state of mind he took a long time to decide to double. Of course South doesn’t Alert the double since he has no conventional agreement about it. Would it now be clear to West that it had been East who broke tempo before passing the double? Would West have redress if he ran, only to discover later that he was cold for 4♥ doubled?

The methods Ron proposes for E/W (that East could pass 2♥ doubled with 3-2-4-4 or with a trap for the minors or spades) appear to me to be beyond this (and most) pairs. In fact, I’d be surprised to find two expert pairs to rub together who have such methods in their arsenal.

No one is trying to defend any of East’s actions in this auction, least of all the pass of either doubled heart contract. It seems likely that she was either in a fog (this was the final match of the final session of the final day of the three-day NABC North American Swiss Teams) or had a seriously limited understanding of her own methods. I’ll not venture a guess which. But her actions suggest that her tempo had little to do with her card holding and leave doubt about what she was thinking. Did it take her a long time to pass 2♥ doubled? Then why didn’t South read this and

pass if it was so clear? Was the time for the tray to come back after the double of 4♥ so clearly due to East? The why didn’t South speak up? Was it so clear what that delay meant? If we’re allowed to look at East’s hand before making these decisions, then my answer to at least one of these questions is no.

I agree that the concern the Committee had about *when* North first called attention to the hesitation was immaterial, in the sense that, as Ron points out, denials might have occurred even had he done so earlier. But in cases of UI behind screens, it is incumbent upon the opponent *on the other side of the screen from the hesitation* to be the first one to call attention to the problem. When the player on the same side of the screen is the first to mention it, that “pollutes” the atmosphere and plants an improper suggestion in his partner’s mind.

Ron and the others who oppose this decision offer quite plausible arguments why West *might* have known more than he should have about what was going on. After all, even some of the decision’s supporters suspected as much. But all of the arguments they presented and all of their rhetoric does not provide a single piece of concrete evidence that West could have known, with any degree of certainty, who was responsible for the hesitation. Don’t we require that level of evidence before we convict?

I’ve given the West hand to a number of good players; not one of them could say for sure who was responsible for the delay. Many suspected it was East (their estimates made it about 60% likely that East was the culprit) but none claimed they were sure. Perhaps that’s what we should all have been focusing on.

Our last panelist has what may be the most intelligent perspective on this case.

Kooijman: “Two years ago one of our top players wrote an article in a bridge magazine saying that every player in a screen match could and did notice every action on the other side of the screen. So his conclusion was to get rid of the screens. Probably an exaggeration, but how much of one? Bidding cards make a lot of noise and players use them as hammers. Though the difference in imps between the two decisions of the Director and the Committee is impressive, I estimate that both were right. Even when it is likely that East took the minute, West never intended to play 4♥ doubled and therefore was allowed to escape.”

CASE TWENTY-FIVE

Subject (UI): The Down Side Of The Right To Appeal

Event: Stratified Open Pairs, 19 Nov 99, First Session

Bd: 21	♠ A		
Dlr: North	♥ QJ95		
Vul: N/S	♦ KJ10764		
	♣ 107		
♠ K1064		♠ 853	
♥ K42		♥ A1086	
♦ 985		♦ 2	
♣ AQ6		♣ K9852	
	♠ QJ972		
	♥ 73		
	♦ AQ3		
	♣ J43		
West	North	East	South
Pass	Pass	Pass	1♠
Pass	2♦(1)	Pass	2♠
Pass	3♦	All Pass	
(1) Alerted; explained as two-way Drury			

The Facts: 3♦ made three, +110 for N/S. The Director was called at the end of the play. North said her 2♦ bid was a mistake. The Director ruled that Law 16 had been violated and that passing 2♠ was a LA to bidding 3♦. The contract was changed to 2♠ down two, +200 for E/W.

The Appeal: N/S appealed the Director's ruling. North stated that she had forgotten that she was a passed hand and planned to bid 2♦ followed by 3♦ to show this hand. N/S played two-over-one game force, except when the suit is rebid.

The Panel Decision: North forgot she was a passed hand and South's (proper) Alert of 2♦ could have awakened her to her error. The experts consulted believed that pass was a LA.

Since routine defense would have defeated 2♠ three tricks, the contract was changed to 2♠ down three, +300 for E/W.

DIC of Event: Candy Boughner

Panel: Roger Putnam (Reviewer), Olin Hubert, Charlie MacCracken, Ron Johnston, Matt Smith

Players consulted: Jim Barrow, Mike Cappelletti

Directors' Ruling: 80.3

Panel's Decision: 88.1

☞ This is a good example of a player forgetting her system and then not being allowed to "catch" her error once there is UI from her partner's Alert. The Panel caught the error in the original score adjustment and corrected it to the proper -300. Right, Henry?

Bethe: "I'm glad to see that you can't always catch partner's errors. But why doesn't South have to bid 3♠ (or even 4♠) over 3♦? After all, South can't catch partner's error and has to continue bidding as if the 2♦ bid was two-way Drury. I suspect that North showed in some way that she had forgotten and South caught it. And South can *never* catch it. So I would rule 3♠ down four."

☞ Earth to Henry. As long as there is no evidence that North conveyed her error to South, the latter's actions are not subject to adjustment. *South* had no UI so she could bid as well or as poorly as she chose.

Bramley: "Where's the AWMPP? Since N/S did worse by appealing, clearly they had no business doing so. How did South work out to pass 3♦? Normally 3♦ would show a diamond feature and a maximum game try. If South had UI that helped him

pass, then the right adjustment would be to 3♠ down four. Maybe this pair's version of two-way Drury is "either it's Drury or it's not."

Treadwell: "A good decision—we cannot allow an Alert to wake up partner. I sort of wonder why South didn't bid 3♠ over 2♦; was there table action when 3♦ was bid that told him that his partner had forgotten their agreement?"

☞ Why does everyone think that South had UI? When you open a balanced 10-count in third seat, is it really normal to try for game when partner bids Drury? (Remember, this is a Stratified Pairs.) Perhaps I'm the one who's losing it.

Polisner: "Good work by the Panel. The Director should become more familiar with Law 12C2 or consult better bridge players as to the most favorable, likely result (non-offending side) and the most unfavorable result at all probable (offending side). In this case, both roads appear to lead to E/W +300."

☞ That's what I thought. Sheesh!

R. Cohen: "A slam dunk for the Director and the Panel."

☞ Well the Panel anyhow.

Rigal: "I'd give the Panel a better score except that they seem to have forgotten about the existence of AWMPPs. If they think North used UI, then the penalty point is wholly appropriate. Correct principle of the decision though and well spotted for getting the line for three down."

Stevenson: "Since there was no conceivable case for appealing except to waste everyone's time why did the Panel not take some suitable action to educate N/S?"

Kooijman: "Where did the AWMPP go? Is it possible in your procedures to award AWMPPs in Memphis, behind the desk? That is what happens in soccer in my country nowadays. When TV pictures show that the referee did not take the right disciplinary decision, it is still done. Do it here, if you may."

☞ Yes, I could see issuing an AWMPP if N/S were experienced players. But the North player here had about 1400 masterpoints and South about 460. Still, an AWMPP is only a warning so it couldn't hurt to issue one if there was any doubt. As for doing this in Memphis after the fact, it may be one thing to look at a video tape and pick out visual evidence of physical events, but it's quite another thing to read someone's write-up and then make a second-hand, blind value judgment about the players' experience and bridge abilities. I think not.

Rosenberg: "Tough on North, who might have survived with screens. But correct."

☞ The next panelist has his sights on bigger and better things.

Weinstein: "North's contention that she forgot she was a passed hand may have some grain of truth. If that is true, then passing 2♠ is taking advantage of the UI and she must bid 3♦ over 2♠. However, I would rule that South had extraneous knowledge to find the pass of 3♦ and would change the contract to 3♠ and -400. Actually, if South errs and cashes the ♠A early down five is possible. The Directors blew it slightly when they did not examine the pass of 3♦."

☞ Now wait a minute. North *did* bid 3♦ over 2♠ and South, with no UI, passed. How can we make South bid again? What extraneous information did South have? Maybe North grimaced, flinched, studied, or even blew South some raspberries. But the write-up doesn't allege any of that (I won't even broach the question of how

South will manage to go down five.) These guys are tough. So I guess the moral of this case is: Don't let our panelists sit on your Committee if you ever forget what you're playing.

CASE TWENTY-SIX

Subject (UI): Good Bidding Is Its Own Reward
Event: Flight A/X Swiss, 21 Nov 99, First Session

Bd: 7	Bernard Gench		
Dlr: South	♠ 8632		
Vul: Both	♥ J7		
	♦ A2		
	♣ Q9864		
Martin Blain		Harvey Katz	
♠ QJ1075		♠ 94	
♥ A10		♥ Q9854	
♦ Q10865		♦ KJ7	
♣ J		♣ K52	
	Herry Spitz		
	♠ AK		
	♥ K632		
	♦ 943		
	♣ A1073		
West	North	East	South
			1NT(1)
2♣(2)	Dbl(3)	2♦(4)	Pass
2♠(5)	Pass	2NT(6)	Pass
3♦	All Pass		
(1) Announced; 13-15 HCP			
(2) Alerted; any of several two-suiters			
(3) East asked; told it showed values			
(4) Forced (?) to permit description			
(5) ♠+♣			
(6) To play			

The Facts: 3♦ made three, +110 for E/W. The Director was called after the 3♦ bid. The Director ruled that UI existed for West. The Director ruled that West had selected from among LAs an action that could have been suggested by East's explanation of the 2♠ bid. South had told the Director that he would have led a low club against a 2NT contract. The contract was changed to 2NT down two, +200 for N/S.

The Appeal: E/W appealed the Director's ruling. North did not attend the hearing and South appeared only briefly and agreed to the essential facts on the appeal form. E/W stated that the double by North had not been alerted but that East had asked about it. E/W were new to this method of bidding versus 1NT. West thought that 2♠ showed spades and diamonds; East thought it showed spades and clubs. They had not discussed the meaning of 2NT but allowed that it could be passed. E/W had not discussed whether West had shown any particular lengths in his suits. West said he thought he had not completely shown this shape with his previous bidding. West agreed that if he were five-

four, passing 2NT would have been a LA. He also believed that in light of South's 1NT bid and North's double, their side could not have enough to make 2NT.

The Panel Decision: The Panel, in consultation with two expert players, agreed that the information from East's answer to the question about 2♠ gave West UI and that LAs existed (pass, 3♦). Both experts considered a pass of 2NT to be a LA (even if West had only shown five-four with his 2♠ bid). The Panel and experts also agreed that the UI demonstrably suggested the 3♦ bid. The Panel therefore imposed a pass on West over 2NT. Consideration was given as to whether North would subsequently pass and, given that he had already doubled, it was decided that the likelihood of him taking an action other than pass did not meet the standard set forth by Law 12C2. Since South stated to the table Director that he would have led a low club against 2NT, the contract was changed to 2NT down two, +200 for N/S. Had E/W been more experienced (600 and 750 masterpoints) the Panel would have been more likely to assess a penalty for West's taking advantage of UI (Law 73C) and also assign them an AWMPP. Neither of these actions was taken.

DIC of Event: Ron Johnston

Panel: Matt Smith (Reviewer), Olin Hubert, Roger Putnam

Players consulted: Juanita Chambers, George Mittelman

Directors' Ruling: 90.6

Panel's Decision: 87.2

✍ The write-up describes some aspects of the case quite well. However, some important things were left unexplored: Why would North, with a club stack and 7 HCP opposite South's 13-15, pass 2NT? Did he suspect that E/W had a better place to play (diamonds)? Why wouldn't he double? If he did double, is it so clear that West would run? Couldn't East hold something like ♠xx ♥Q98xx ♦Jx ♣AQxx? I would have adjusted the score to 2NT doubled down two, +500 for N/S. On the PP and AWMPP issues, I favor them but am willing to defer to the Panel's judgment.

The first panelist explores more fully the implications of E/W's understandings for the final contract.

Bethe: "West was honest and ingenuous. I would want to explore E/W's understandings further: what is 2♦ over 1NT, 2♥? Suffice it to say, E/W did not understand what they were playing and the explanation, which West could not in law hear, clarified what East thought it was. Now that is UI. If West were cleverer he would have said (correctly, I believe) that 2♣ shows spades and a minor and 2NT asks which minor. If that is true, then in any rational understanding of the convention East's bid over the double denies good clubs since he could have passed. We are punishing West for not being able to explain himself. The auction itself strongly suggests that 3♦ will be more successful than pass. Partner didn't pass 2♣, didn't bid 2♥ over the double and didn't pass 2♠. West didn't need to hear the (mis)explanation of the convention to reach that conclusion. N/S do not deserve +200. The most likely result in the absence of the UI was E/W +110. This is the result that N/S should get."

✍ I fail to see why E/W should be credited with knowing their methods when they didn't know them at the table. West thought (and said) he showed spades and diamonds—not spades and a minor. We should assume he believed East also knew that's what he held. Since East's 2NT could deny a fit for either of West's suits, it should be up to East, the only player who knew E/W's combined assets, to do any running. As for East's 2♦ bid, players at this level often fail to draw inferences such as East not needing to bid 2♦ once North doubled. Thus, East's 2♦ probably did not deny good clubs *for this pair*. And why conjecture that West showed spades and a minor instead of spades and diamonds, as stated? If 2NT would ask for a minor without competition then E/W probably play it that way with competition as well (after all, they thought 2♦ retained its meaning in competition and that 2NT was passable). Even if Henry's version of E/W's methods were accurate, it gives them too much credit for being able to draw sophisticated inferences. The decision was in no way a punishment for West not being able to explain himself.

The next panelist reinforces some of these ideas and isolates the deficiencies in the table Directors' and Panel's investigations.

Rosenberg: "Not a good write-up. It doesn't clarify what questions were asked and when. Presumably, West knew that East thought West had clubs. The write-up should also explain the E/W convention, so it can be judged if they had, or could have had, any idea of what they were doing."

Gerard: "If only you could have thought twice about that statement 'Since South stated to the table Director that he would have led a low club against 2NT,' this would have been pretty good. That wouldn't have changed the result because a low club was certainly a possibility with the correct explanation (clearly E/W had no agreement so spades and clubs was MI). But what if South had said he would have led a low diamond and North had said he would have switched to the ♣Q?"

✍ Isn't it comforting to know that South committed himself to a low club lead against 2NT before he saw the dummy (the Director was called after the 3♦ bid) and even though it was a likely lead without the MI? I doubt very much that North could have said anything about switching to the ♣Q at trick two before he knew the dummy—and who would even have asked him about it?

Rigal: "Good to see the Director and Panel making the right ruling and decision for the right reasons, but I think the education associated with an AWMPP might be just as informative for E/W as the warning. Having said that, this is by no means the worst offence in the book, so I can live with the Panel's decision."

Treadwell: "A close call since the West hand is suit- rather than notrump-oriented. However, I agree with the decision to disallow the 3♣ bid. Oddly, suppose East had Alerted correctly that West had spades and diamonds. He then has just as much reason to bid 2NT as he did with the mis-Alert since his minor-suit holdings are nearly equivalent. I also agree with the Panel's decision not to award an AWMPP."

Kooijman: "Less clear than the previous one. I wouldn't allow the 3♦ bid, but it is within the range of being acceptable (25%-80%) while 3♦ in CASE TWENTY-FIVE wasn't. So even with more experience I would have been reluctant to assess a penalty."

Endicott: "At East's first turn we do not seem to learn the meaning of pass. For example, it could say 'let us stop now if one of your suits is clubs'; that might affect something, but on the whole the decision feels right."

Polisner: "Good all around."

R. Cohen: "Correct all round."

✍ The next panelist correctly identifies the problem with North passing 2NT; but then inexplicably wants to let the table result stand.

Brissman: "Since the first round of the auction disclosed that N/S held combined assets of 20+ HCP, I do not think passing 2NT was a LA. I would have left the table result undisturbed."

✍ I don't understand Jon's decision if passing 2NT is not a LA, unless we assume that the double would permit West to run to 3♦ (the table contract). But why would West run to 3♦ when East could hold my earlier example hand? No, running to 3♦ even then should not be allowed.

Our final panelist recommends a decision much like mine except for assigning split scores. The judgment that a double is not "likely" (for N/S) is a close one.

Stevenson: "When the Panel considered whether North might take any further action over 2NT it would be interesting to know how they reached their conclusions. Would North not double if West has shown spades and clubs? Surely nothing is making now! Furthermore, there are two completely separate standards in Law 12C2. The standard for the non-offenders is that the action has to be a likely one: perhaps double is not. However, for the offenders the standard is an action that is 'at all probable' and I believe double is covered by that. I believe that both the Director and the Panel should have ruled: N/S +200 (as they did) but E/W -500."

CASE TWENTY-SEVEN

Subject (UI): “Time-Saving” Bid Needs More Work

Event: NABC Life Master Open Pairs, 22 Nov 99, First Final Session

Bd: 16	Peter Weichsel		
Dlr: West	♠ A10985		
Vul: E/W	♥ 7643		
	♦ 9		
	♣ 1064		
Betty Parker	Freerk Polling		
♠ ---	♠ KQJ6432		
♥ AK985	♥ J10		
♦ AK1085	♦ 6		
♣ Q75	♣ AKJ		
	Alan Sontag		
	♠ 7		
	♥ Q2		
	♦ QJ7432		
	♣ 9832		
West	North	East	South
1♥	Pass	1♠	3♦
Dbl(1)	Pass	4NT	Pass
6NT	All Pass		
(1) Alerted; three-card support			

The Facts: 6NT made six, +1440 for E/W. As dummy was tabled West stated that her double of 3♦ had been mis-Alerted. N/S stated that they wished to reserve their rights and play continued. The Director was called at the end of the hand and ruled that the 6NT bid was made more attractive by the UI from East’s Alert. The Directors disallowed the 6NT bid and because of difficulties in determining the final contract assigned Average Plus to N/S and Average Minus to E/W. The Screening Director changed the score for both sides to 6♠ down two, +200 for N/S.

The Appeal: E/W appealed the Director’s ruling. North did not attend the hearing. E/W stated that they played support doubles only through two of responder’s major and that this was marked on their convention card. West stated that she always intended to convert 6♠ to 6NT so she just bid

it directly “to save time.” South stated that he believed the UI from the Alert clearly suggested the 6NT bid to avoid any further problems. South said he would have been more inclined to accept West’s actions had she simply answered aces and then converted 6♠ to 6NT. In response to an inquiry by the Committee E/W said that an initial 2♠ response to 1♥ would have been an artificial heart raise. They had no forcing spade bid available to set up a keycard auction for spades nor had they discussed what a bid of 4NT would have meant at responder’s second turn after an initial 1♠ response. On further questioning they were firm that it would not have been keycard for spades but it might have been interpreted as “regular” keycard.

The Committee Decision: The Committee believed it was clear that the UI conveyed by the Alert had been a factor in the 6NT bid, to clear up the ambiguity of the auction. Although the Committee might have contemplated 4NT being natural and quantitative, E/W were never on this wavelength—they clearly believed 4NT to be some form of RKCB. While the Committee might have considered allowing West to answer aces and then convert 6♠ to 6NT, they agreed that the route she followed was clearly based on UI and should not be allowed (Law 16). Accordingly, the Committee considered for the offenders the most unfavorable result that was at all probable with both small and grand slams in hearts, spades and notrump being possible. Of these six slams, the most unfavorable to which any appreciable likelihood could be attached was 6♠, as this would permit declarer to establish various menaces, ruff out a red suit, or execute a trump coup. In the final analysis, 6♠ would almost certainly end up down two. The Committee therefore adjusted the contract for both sides to 6♠ down two, +200 for N/S. Had West converted 6♠ to 6NT after answering aces the Committee would have been harder

pressed to decide on the UI issue. Here it was the blatant nature of West’s jump to 6NT which helped decide the score adjustment.

DIC of Event: Henry Cukoff

Committee: Barry Rigal (chair), Harvey Brody, Dick Budd, Ellen Siebert, Riggs Thayer

Directors’ Ruling: 73.7

Committee’s Decision: 83.6

✍ While it was not explicitly stated, the Committee must also have thought that 6♠ down two was the most favorable result that was likely for the non-offenders. But was it? Isn’t 6NT much more likely than 6♠ and therefore the more appropriate score to assign the non-offenders? Our first group of panelists think so.

Beth: “Obviously West received UI and acted on it. E/W –200. Is 6♠ the likely result for N/S? I believe that 6NT was the likely result and N/S should keep –1440.”

Polisner: “We have two distinct issues with which to deal. West clearly took advantage of UI and should be chastised for this indiscretion; however, that fact does not seem relevant to the final contract unless East is very short in clubs, which doesn’t seem likely. If West responds appropriately to Blackwood and East bids 6♣, certainly West will correct to 6NT. I would have ruled –1440 for N/S and Average Minus for E/W.”

✍ Even if -1440 is appropriate for N/S, Average Minus is out of the question for E/W. They deserve a bridge result and –200 in 6♠ is it!

R. Cohen: “The only one who paid attention to his job was the screening Director. He at least got rid of the illegal Average Plus/Average Minus. Did the Committee ever consider a split score? What would the final contract have been if no irregularity (the Alert) had occurred? I think maybe Mr. Sontag snowed another Committee. The write-up gives no indication that a split score was even considered.”

Stevenson: “The write-up makes it clear that the decision is based on the Committee’s view of what is the ‘most unfavorable result that was at all probable’: while it mentions that this is for the offenders, it finishes with the words ‘...therefore adjusted the contract for both sides to...’ But the standard of adjustment for the non-offenders is different. They receive ‘the most favorable result that is likely’ and I doubt that 6♠ down two meets that test. Note again the initial Directors did not bother to do their job. Average Plus/Average Minus is illegal and the reason given is ludicrous. The law does not ask them to determine the final contract. Time for some Director training, perhaps? At least the Screening Director seemed to have read his law book.”

✍ Our next group seems content with the Committee’s decision. First, we’ll hear from the Committee’s chairman.

Rigal: “Good Director ruling; the Committee made what seems to me (of course) to be the practical verdict here. Determining a likely contract is tough, but the contract of 6♠ (or anything else yielding 200) looked right at the time and we were offended enough by West’s actions to feel happy that both N/S and E/W deserved this score.”

✍ We’ll presume he means “Good [Screening] Director ruling” and not table Director ruling.

Rosenberg: “Okay, I guess. Compare this good write-up, with its explanations of

Treadwell: “As the Committee said, the blatant nature of West’s action was obviously taking advantage of UI. Had West delayed and converted a 6♠ bid by East to 6NT, I believe a 6NT call would be allowable, just based on the West hand and the fact it was a MP event.”

✍ One panelist thinks the Committee reached the correct decision, but for the wrong reason.

Kooijman: “No problem with the Director ruling, but I do not follow the Committee in its arguments. Using UI is an infraction and might be penalized. But giving an adjusted score should be based on damage (or advantage) being established. And if the Committee considers it highly probable that West would have bid 6NT anyhow such damage is not apparent. It is not clear what they thought, but they should have decided on the UI issue in reaching 6NT as a final result. I am not so sure about that. 6♠ might be a safer contract and I consider it possible to pass 6♠. So the result doesn’t change, but the reasons do. I only agree with the Directors’ Average Plus/Minus approach if +200 to N/S gives them less than 60%, which doesn’t seem likely.”

✍ The final group thinks the Committee should have spent more time on the issue: “Why are we wasting our time here?”

Bramley: “Excellent argument and decision, but where’s the AWMPP? Also, the table Director should have been able to assign a contract of 6♠ down two.”

Gerard: “No merit. Any time you describe an action as ‘blatant’ it cries out for further sanction.”

Weinstein: “Good change in the screening of a poor initial ruling. I would have issued an AWMPP and/or recorded the hand. As the Committee suggests, a later conversion of 6♠ to 6NT would be a tough case.”

✍ I agree with Barry that “determining a likely contract is tough”—but it’s not *that* tough. If I had to rate the relative likelihood of the E/W field ending in 6NT or 6♠ I would rate 6NT as the odds-on favorite. And while that may not be true of pairs with no way to make a strong, direct spade response, that group seems even *more* likely to reach 6NT. Therefore, I agree with the first group that a split score adjustment is appropriate: -200 for E/W and -1440 for N/S. But I also agree with the third group who thought this appeal lacked merit. In my opinion it lacked more than just merit—it lacked a good reason not to assess a PP against E/W for West’s flagrant action in jumping to 6NT.

Subject (UI): A Paradox

Event: Senior Pairs, 22 Nov 99, Second Session

Bd: 21	♠ AQ108		
Dlr: North	♥ 92		
Vul: N/S	♦ KQJ87		
	♣ A8		
♠ 762		♠ J	
♥ Q6		♥ AJ10853	
♦ 95		♦ 1062	
♣ J96542		♣ 1073	
	♠ K9543		
	♥ K74		
	♦ A43		
	♣ KQ		
West	North	East	South
	1NT	2♥(1)	Dbl
2♠	Dbl	3♥	Dbl
All Pass			
(1) Alerted; majors			

The Facts: 3♥ doubled made three, +530 for E/W. The Director was called after the bidding had started on the next hand. The Director ruled that East realized he had misbid from his partner’s Alert and explanation. East did not have a clear 3♥ bid if he thought his partner made a natural 2♠ bid after 2♥ was doubled. Law 16 prohibits choosing a LA action which was suggested by UI. Law 12 says the offending side should be assigned the most unfavorable result that was at all probable. If N/S pull trumps E/W will get only one trick. Therefore, the contract was changed for E/W to 2♠ doubled down seven, -1700. Law 12 also says the non-offending side should be assigned the most favorable result that was likely. It is not obvious to North that he should lead a trump and it is likely that declarer will get to ruff a diamond. Therefore, for N/S the contract was changed to 2♠ doubled down six, +1400.

The Appeal: E/W appealed the Director’s ruling. During the interview by the Reviewer East agreed that his partner’s explanation gave him UI that demonstrably suggested pulling 2♠ doubled and that pass was a LA. E/W amended their appeal to exclude the possibility of their own score being adjusted. They persisted in appealing the N/S adjustment as being a windfall. The defense to 3♥ doubled had been: ♠K, ♠Q to the ace, heart return to the king and a second heart, declarer taking five hearts and four clubs. East and West did not agree on their methods over 1NT: East thought he was just showing hearts while West thought (and told the opponents) that 2♥ showed both majors. E/W believed that the ruling was inequitable as it presented N/S with an undeserved bonus. They believed that N/S’s defense to 3♥ doubled was so poor as to sever any link between the MI and any damage as far as N/S were concerned. North agreed that during the auction (after the 3♥ bid) East had made a remark to the effect that E/W just had a bidding accident. He said he didn’t understand this meant that East did not have spades until his partner mentioned the possibility of their side making 6♠. He was generally confused about what was happening.

The Panel Decision: The two experts consulted both clearly agreed that 2♠ doubled should be the final contract, as passing 2♠ doubled by East was a LA. One expert had some sentiment that 1700 should be assigned to both sides but he appreciated that 1400 might occur as well. The other expert also had some sympathy with 1700 both ways but thought 1400 was a strong possibility. Neither thought this appeal had any merit. Law 12C2 states that for an offending side the assigned result should be “the most unfavorable result that was at all probable” and for the non-offenders “the most favorable result that was likely.” Given North’s

statement that it was not until the next hand had begun that he realized what had happened, the Panel thought the “likely” result for N/S was that West would have scored a trick via a diamond ruff. The Panel therefore assigned the split score of 2♠ doubled down six, +1400 for N/S and 2♠ doubled down seven, -1700 for E/W. E/W were very experienced players while N/S were very inexperienced. The law had been carefully explained to E/W before the hearing. For that reason, the Panel believed that E/W should have known that this appeal had no merit. E/W were each assessed an AWMPP.

DIC of Event: Margo Putnam

Panel: Matt Smith (Reviewer), Ron Johnston, Charlie MacCracken

Players consulted: Grant Baze, Paul Soloway

Directors’ Ruling: 93.9

Panel’s Decision: 94.1

✍ I have no problem with the handling of the bridge aspects of this case. However, East’s actions were “outrageous,” as Bart observes, and deserved to be rewarded with not only an AWMPP but a PP for his flagrant 3♥ bid.

Bramley: “A rare hand where I agree that a preposterous penalty is the correct adjustment for both sides. Giving N/S ‘only’ 1400 was a nice touch. E/W’s actions were outrageous.”

Endicott: “I was peacefully going along until I hit on the statement that E/W are very experienced. ‘Vengeance is Mine,’ saith the Lord.”

Treadwell: “An excellent decision, including the awarding of an AWMPP to E/W.”

Polisner: “Good all around.”

Kooijman: “Classical example. Royal decisions.”

R. Cohen: “Seems about right to me. Not sure +1400 was going to get N/S better than an average.”

✍ Did N/S deserve even average after their defense of 3♥?
Some panelists think reciprocal 1700’s is appropriate.

Rigal: “A good consideration of the eventuality and a useful case in the list of ‘what constitutes breaking the chain.’ N/S’s defense may have been very poor, but they had already been robbed of any sensible result on the board by the infraction. 1700 is still live even after three rounds of diamonds—if declarer finesses in hearts the defense can take the rest. I’d give 1700 to both sides. Very appropriate AWMPP.”

Rosenberg: “The defense to 3♥ doubled was egregious, but this is irrelevant since N/S could not obtain an equal or better score than the one to which they were entitled. If East was really very experienced, then one AWMPP is not enough. One for the bid, one for the appeal. Two cases such as this, by an experienced player, should result in a suspension. As for the down six/down seven debate, I agree down six is most likely in practice, but since down eight is possible (♦K, ♦J to the ace, trump to the queen, heart shift to the king, trump nine, trump to the ten, diamonds pitching hearts) I like the idea of giving that to E/W.”

✍ As I mentioned in CASE NINETEEN, the BOD only permits one AWMPP per player, per case. However, a PP is appropriate for addressing the egregiousness of East’s action. N/S’s defense was only relevant insofar as it indicated their general defensive capabilities. They are entitled to a result defending the proper contract (2♠ or 3♥). Their defense to 3♥ makes it uncertain that they could have collected

even a “normal” 1700 let alone the 2000 Michael describes.

The next panelist identifies the correct use for a PP in this case.

Weinstein: “After watching N/S on defense against 3♥ doubled, the odds of this N/S taking twelve tricks on any defense on any hand seems remote. A PP should have been assessed against E/W at the table for blatantly taking advantage of UI if they were experienced.”

Bethe: “There are really two infractions here. The first is West’s mis-Alert. The second is East’s actions after learning of the partnership disagreement. The review Panel chose to focus on the latter infraction. I think they should have spent more time on the former. Our general rule is that in the absence of evidence to the contrary, the bidder is right and the explainer wrong. So the E/W agreement is that 2♥ is natural, not majors (nowhere does the write-up mention what their convention cards disclosed). The issue then becomes whether the mis-Alert deprived N/S of a reasonable chance to bid their cards. I think it did: No one could be expected to have methods to reach 6♠ or 6NT after being told that East has majors. So I would award N/S +1430 in 6♠ as being the most favorable result that was likely in the absence of the infraction.

“Now the second infraction. It is clear that East might pass 2♠ doubled and would be far more likely to do so if partner had not mis-Alerted. Reasonable defense gets down seven and E/W should get that score. Should N/S get the benefit as well? I suspect giving them +1430 would be enough.”

✍ In situations where a call is disputed (e.g., with no bid boxes East claims he bid 3♥ while South claims he heard 3♦; both bids are possible from East’s hand and the other two players heard nothing), the bidder may be assumed to know what he said better than his opponent knows what he heard. But in situations involving possible MI (or UI), when in doubt the Director is to assume MI rather than misbid. The two situations are easy to confuse and indeed most of the time will amount to the same thing—but not always. The write-up implies (but fails to say) that the evidence supported a misbid by East. The Director ruled such and that should be our assumption.

The next panelist addresses the important issue of E/W’s claim that N/S did not deserve the “windfall” result given them by the Directors. I agree completely with what he has to say about that, so I’ve given him the final word.

Stevenson: “A very careful and accurate assessment of how split scores should be applied by both Directors and the Panel. The argument about a windfall is without merit but seems to be a growing idea amongst Bridge Lawyers. Once E/W had a bidding accident East is required by Law 73C and by Active Ethics to pass 2♠. This would certainly have led to a windfall result for N/S based on E/W’s mistake. This is the fundamental nature of the game of bridge: one pair makes a mistake and their opponents benefit. For East to whine about it when it is his failure to follow the laws that robbed N/S of that result is unreasonable.”

CASE TWENTY-NINE

Subject (UI): What's A Little Pass Between Partners?

Event: Stratified Open Pairs, 22 Nov 99, First Session

Bd: 15	♠AQJ76		
Dlr: South	♥QJ4		
Vul: N/S	♦A72		
	♣A10		
♠ 932		♠ 4	
♥ 863		♥ A52	
♦ KQJ98		♦ 653	
♣ 84		♣ KJ7652	
	♠ K1085		
	♥ K1097		
	♦ 104		
	♣ Q93		
West	North	East	South
Pass	1♠	Pass	Pass
Pass	2NT	Pass	2♦(1)
Pass	4♣	Dbl	3♠
Pass	4♦	Pass	4♣
Pass	5♣	Pass	5♠
All Pass			
(1) Intended as Drury; not Alerted			

The Facts: 5♠ made five, +650 for N/S. The Director was called when, before the opening lead was faced, South disclosed that there had been a failure to Alert. North said he believed the 2♦ bid to be a two-over-one game force. West told the Director that he thought the failure to Alert was UI and that South had subsequently failed to bid the hand as if the 2♦ bid had been Alerted. He also stated that he might have taken action over 2♦ had he known the bid was artificial. The Director ruled that there was no violation of Law 16 and that South had not bid inappropriately. The Director allowed the table result to stand.

The Appeal: E/W appealed the Director's ruling. West did not attend the hearing. E/W believed that if South had bid 5♥ over 5♣, North would have bid 6♠ (and gone down) due to his belief that 2♦ was natural and game-forcing. North stated that he had

not noticed South's original pass until the failure to Alert was disclosed. He said he thought South had overbid her hand and was trying to sign off with 5♠. North said his 2NT bid showed "12-19, no, 12+." When asked if he would have opened 2NT with 21 HCP he replied that he would have opened 1♠, not 2NT. He also said that if South had bid 5♥ over 5♣ he would have bid 6♠ and that a 5♥ bid by South would not have denied the ♦K.

The Panel Decision: All three experts believed that 5♥ was a LA to 5♠ for South because of North's statement that his 1♠ bid could have shown up to 21 HCP. Since North said he thought South had a two-over-one game-forcing hand and that he would have bid 6♠ had South bid 5♥, the Panel had to change the contract to 6♠ down one, +100 for E/W (Laws 16A and 73F1).

DIC of Event: Chris Patrias

Panel: Charlie MacCracken (Reviewer), Ron Johnston, Olin Hubert

Players consulted: Henry Bethe, John Mohan, Dave Treadwell

Directors' Ruling: 66.3

Panel's Decision: 79.7

☞ If North's 2NT really guaranteed no more than 12+ HCP, how can South cooperate in bidding a slam when he could (presumably) have passed 2NT? Even if 2NT was forcing and North could hold as much as a balanced 21 count, it is hard to construct a 5-3-3-2 2NT opening where opposite the South hand 6♠ has good play. The best I can come up with is ♠AJxxx ♥QJx ♦AQ ♣AKx or ♠Axxxx ♥Ax

♦AQx ♣AKx. The first hand needs to find the trump queen while the second needs either trumps two-two or the ♦K onside. South is a tad skinny for his 2♦ bid (but maybe we should assume that his hand is within partnership guidelines) and has no extra shape to recommend cooperating with 5♥. Could the two major-suit kings be all North needs for slam? Could North hold something like ♠AQxxx ♥QJ ♦AKxx ♣AJ? Then why didn't he bid 3♦ followed by 4♣? I can't see N/S reaching slam on such slim possibilities. If South cooperates with that hand hoping to find one of these perfectos, then he will also get to slam often when it has no play.

Agreeing, and resurrecting the famous Bramley "Failure-To-Alert Theorem"...

Bramley: "I disagree. As I have argued many times before, the burden of proof in a 'failure-to-Alert' case is much greater than in an 'incorrect-Alert' case. While North may have forgotten that South's bid was artificial, he may merely have forgotten to Alert it. Until North admitted which error he had made, nobody knew for sure. I also don't buy the argument about North having a 21-count. South could reason that with that much North would have just driven to slam without begging South for a heart control, because South wouldn't have had a Drury response without a high heart. Rather, South could expect that slam would have no play opposite any balanced hand consistent with North's bidding. After 4♣ was doubled South should expect to be off the ♥A and a slow club trick. South could judge that even with his heart control slam would be poor. The double of 4♣ had reduced his working high cards to two kings, down from what was a marginal Drury response at the outset.

"I think E/W were greedy to ask that the opponents hang themselves. Their claim of UI was thin and their line of reasoning stemming from that UI was thin again. I am disinclined to reward such a parlay. Notice that N/S *did* have an accident which led to an inferior contract. Unluckily for E/W it wasn't inferior enough to damage N/S. That's just too bad. It's *not* true that *all* accidents must lead to bad results. You shouldn't automatically call the cops when your opponents' accident didn't happen to hurt them."

☞ Any further questions? Operators are standing by waiting for your calls. Also agreeing are...

R. Cohen: "I think the Director got it right. Even opposite a 21 HCP hand (change the ♥Q to the ♥A) you wouldn't be happy in 6♠. How can an 8 HCP balanced hand want to be in slam even opposite a 21 HCP balanced hand? If it hesitates, shoot it! Even the Director Panels are subject to the ailment now and then.

Polisner: "I don't like it. South had a sub-Drury hand and therefore a 5♥ bid (even after pard's 2NT) is not a LA in my opinion. Whether North could have 21 HCP is not relevant, even if South acknowledged that as a possibility. I would have allowed the table result to stand for both sides as South did everything according to his responsibilities."

Rigal: "I would have expected the ruling and decision to go the other way. The Director should assume that the infraction generated damage and score it as 6♠ down one. Conversely, the Panel should look at that South hand and know that there is no chance that this hand would cooperate in any slam venture except answering aces. This seems to me to be pushing the envelope to force South to cuebid with this pile of dreck."

☞ Barry is quite right. This is the rare case where the table Directors were on top of things and the Panel overreacted. Had things run true to form the ruling and decision would have been the other way around.

Straddling the fence is...

Rosenberg: "Pretty tough on South, especially if 2♦ showed four-card support.

Hard for South to visualize slam. On the other hand, South had already failed to cue 4♥ and partner tried again, so for the greater good (?) force him to cue as partner seems to want and get to slam. A 5♥ bid by South would have been a rare true case of active ethics.”

✍ The remaining panelists support the Panel’s decision.

Bethe: “There was an infraction. South bid Drury on sub-minimum values and North failed to Alert. Now when did South take advantage if ever? South’s 3♠ and 4♠ bids are not subject to criticism. But partner’s continuation in the face of repeated signoffs must be an urgent request for a heart cue-bid and South has the heart control. So South must show it and N/S go –100. How many two-way Drury accidents do we have?”

Kooijman: “This case apparently was too difficult for the Director, not recognizing the kind of problem that can arise after receiving MI. For Edgar Kaplan this lack of knowledge was the reason to instruct Director’s to rule in favor of the non offending side. That doesn’t work if you do not see the problem. What strikes me, after reading the previous cases, is the honesty players demonstrate when answering questions and giving statements. The ACBL and its members deserve a big compliment creating an atmosphere and developing education by which players show this attitude.”

Stevenson: “A clear decision.”

✍ Our final panelist explodes the fallacy of the “I was just following orders” plea set up in that last phrase in the Panel Decision.

Endicott: “The phrase ‘had to change’ jars; Panels are there to judge issues and only ‘have’ to do what they judge to be right.”

✍ Consulting players between rounds when they themselves are playing may not afford them adequate time to consider all of the relevant bridge issues carefully enough. Perhaps this policy, or at least the methodology used, should be rethought.

CASE THIRTY

Subject (UI): You Wouldn’t Believe It If I Told You

Event: Blue Ribbon Pairs, 23 Nov 99, Second Qualifying Session

Bd: 21	Tom Townsend		
Dlr: North	♠ 65		
Vul: N/S	♥ A98653		
	♦ Q6432		
	♣ ---		
Carl Dahl, Jr.	♠ AKQ109842	Marie Dahl	♠ 3
	♥ 4		♥ K72
	♦ A10		♦ J875
	♣ 87		♣ A9653
		Mark Teltscher	
		♠ J7	
		♥ QJ10	
		♦ K9	
		♣ KQJ1042	
West	North	East	South
	2♥	2NT(1)	Pass
4♣(2)	Pass	4♥	Pass
4♠	All Pass		
		(1) Fingered Pass Card before bidding	
		(2) Gerber	

The Facts: 4♠ by West made six, +480 for E/W. The opening lead was a diamond. East said she became confused and was responding a Lebensohl 2NT to have her partner bid 3♣. West stated he became confused when his partner didn’t show the expected two aces and thought she showed none, so he signed off. The Director ruled that the fumble before bidding 2NT could not suggest a hand remotely resembling the actual hand unless it was a psychic, in which case it would have shown no aces. Therefore, West had no reason to believe that East had a very bad hand and should not be forced to bid more. The Director allowed the table result to stand.

The Appeal: N/S appealed the Director’s ruling. N/S contended that West’s signoff opposite one ace in a supposed strong notrump overcall was prima facie evidence of UI. Both sides agreed that East had fumbled

with the bid box before bidding, particularly the part of the box holding the Pass Cards. South said that he played the diamond nine at trick one, expecting to gain a trick when North had ♦Q10xx and break even otherwise. He added that he would have played the king had the contract been 6♠. E/W reiterated their statements made to the Director. West said that he couldn’t imagine that his partner did not have 15-18 HCP and was as incredulous at his partner’s explanation as everyone else. Upon questioning, E/W said that they used 1430 responses in keycard auctions (although this was not a keycard auction).

The Committee Decision: The Committee noted that West had bid Gerber over 2NT. This was inconsistent with the contention that he was acting on UI. While he may have suspected that East’s 2NT was somehow not “classic,” his own explanation for signing off in 4♠ was more plausible than the theory that he was using UI. After all, 6♠ would still be cold opposite many “light” 2NT bids and East’s particular error was not of the type that could be easily “read.” Also, East had responded with the second step, showing one ace here but zero keycards in other auctions for this pair. This lent credibility to West’s claim of being confused in interpreting the response. The Committee allowed the table result to stand, observing that the so-called “Rule of Coincidence” in fact has no basis in the laws.

DIC of Event: Henry Cukoff

Committee: Bart Bramley (chair), Nell Cahn, Robert Gookin, Michael Rahtjen, Peggy Sutherland

☞ Is turn about fair play?

Rigal: “How nice to see E/W again. After CASE THIRTEEN I think they received some generous treatment here. If West is this adept at fielding East's actions I'd like some Recorder forms lodged on these two hands. Having said that, since I cannot work out what all the tempo etc issues were supposed to mean, I'd be inclined to let them off with a warning that they simply can't keep doing this. The initial Director ruling is not easy; there is a case for ruling against the offenders, but I think the right decision was made by both Committee and Director.”

R. Cohen: “When was the Director called to the table? When the ‘fumble’ occurred? When the dummy hit? At the conclusion of play? Only if we know this can we decide if the Committee should award a speeding ticket. This should not preclude the Committee filing a Recorder report on the incident.”

☞ Right. This appeal was silly and should have been issued an AWMPP.

Bethe: “East had an accident. This is not a minimum 2NT, this is confusion. But if 2NT is Lebensohl, why is 4♣ Gerber? Confusion reigned supreme. She even responded properly to Gerber. And now her partner couldn't work out that she had one ace? Wow. This belongs in a comedy show. Perhaps *All in the Family* with Carl as Carol O'Connor and Marie as Jean Stapleton.”

☞ Henry makes an interesting point. If East thought her 2NT was Lebensohl, then how did she read 4♣ to be Gerber rather than just a good hand for clubs? Might I suggest *Strange, But True* rather than *All in the Family*?

The following three panelists' seem to support my suggestion.

Polisner: “Truth is stranger than fiction. It does seem harsh to allow E/W to have a good result on this hand, but how many Blue Ribbon Q's is this pair likely to get bidding this way?”

Bramley: “E/W's auction was strange, but the Committee found no infraction other than the minor problem with the bidding box. I still think we got this one right.”

Weinstein: “This is the Blue Ribbon? It's time for our two premier pair events to toughen the entry standards. They used to be great events. The ruling seems right under my ‘if things seem strange [*don't change the table result*]' principal. I am waiting to see this East overcall 1♠ with 3♠ to show a stopper in case partner has a running suit. Actually, I'm being too mean here. Anybody can get confused and, although I don't know (or at least remember) East, West is a very fine player.”

Gerard: “Yes, yes, and most emphatically yes to the last sentence. By the way, didn't someone win the Blue Ribbons a few years ago even though he wasn't eligible?”

☞ I am told it was Alex Weiland playing with Mark Lair in Minneapolis.

Endicott: “Sensible actions by Director and Committee. For the record I might quote a WBF Laws Committee statement: ‘The Director in forming an opinion as to the existence of a partnership understanding should take into account subsequent action in the auction.’ The subsequent auction and play are always part of the evidence following an irregularity, or one alleged.”

Stevenson: “A good example of why the Rule of Coincidence went out of fashion: just because the two players take actions that not everyone would does not mean

that they have done anything wrong. Still, there must be a lingering suspicion. West's actions are very strange. However, I have faith that a Committee would find out exactly what was going on.”

☞ Faith and a pound will get you a £1 cigar.

Treadwell: “The Committee quite correctly decided that UI was not a factor in West's decision to sign off. After all, it is not hard to construct a legitimate 2NT overcall holding by East in a hand with no aces. The signoff was a result of confusion by E/W in their response agreements to Gerber—not a result of any possible UI.”

Rosenberg: “Weird case. I agree about the ‘rule of coincidence.’ I think South's contention that he would have played the ♠K against 6♠ is logical and valid. I don't really see why West was surprised by that one ace response, since he could be missing 12 HCP, but to rule against E/W you would need to find that West knew something he wasn't supposed to know. Maybe East had a history of aberrations and West sniffed it out. Since even a light 2NT overcall with one ace would nearly always produce slam (unless they have ♣AK), could you say that West was influenced by East's actions at the table? Or would that be trying to look into this West's mind (which I've vowed not to do, Rich)? Maybe South pondered over 2NT and West subconsciously used that?”

☞ If West “sniffed out” East's aberration, he must have done so after he bid Gerber—else why bother? And if West read East's response as showing one ace, then why not bid the slam? No, there is simply too much weirdness here to read E/W's actions as nefarious rather than slapstick. Look at all the double clutching. We'd need to have evidence (or at least allegations) of UI from East before we could entertain thoughts of undue influence (shades of CASE TWENTY-FIVE). Just keep treading the straight and narrow and staying out of the players' minds, Michael, and you'll do fine. Besides, cases like this prove it's much too scary in there.

CASE THIRTY-ONE

Subject (UI): Here's Another Fine Mess You've Gotten Me Into

Event: NABC North American Swiss Teams, 26 Nov 99, Qualifying Session

Bd: 14 Dir: East Vul: None Jim Tritt ♠ xx ♥ AQ6 ♦ 9xxx ♣ K975 West Dbl(1) Pass 6NT (1) Intended as penalty; not Alerted (2) Agreed break in tempo	Gary Cohler ♠ J109xxx ♥ J98xx ♦ KJ ♣ --- George Whitworth ♠ AKQ87 ♥ K1043 ♦ A87 ♣ A Jean Rahmey ♠ --- ♥ x ♦ Q10xx ♣ QJ10xxxxx East 1♠ 6♥ Pass(2) All Pass	South 4♣ Pass Pass All Pass
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The Facts: 6NT doubled went down one, +100 for N/S. East broke tempo before passing 6♥ doubled and stated that the pause could have been as long as 15 seconds. All agreed that a break in tempo had been unmistakable. The Director changed the contract to 6♥ doubled down three, +500 for N/S.

The Appeal: E/W appealed the Director's ruling. West claimed that the double of 6♥ could only have been based on a trump stack and therefore the logic of the auction and not the UI made it clear for him to bid 6NT. East said he was frustrated: It was perhaps the fourth time that week that West had forgotten a high-level negative double. He had told West to try to remember their methods and not create problems for their partnership.

The Committee Decision: West's double of 4♣ was intended as penalty but was negative by agreement. A penalty double in this situation would

have been Alertable, so the failure to Alert was UI to West. West was obligated to act as if East had Alerted 4♣ and said "That's a penalty double, I bid 6♥." From West's standpoint, East might have held ♠AKQxxx ♥KJ10xxx ♦--- ♣A or the like, with North getting his club ruff and nothing else. East's hesitation demonstrably suggested that he did not hold that hand and that alternative contracts might be more successful than 6♥. Although 6NT was not necessarily suggested by the UI from both the failure to Alert and the hesitation, it was among the non-pass actions that were made more attractive. The contract was changed to 6♥ doubled down three, +500 for N/S. Serious consideration was given to issuing an AWMPP since West was judged to be experienced enough to understand the tenuous nature of the appeal. In deciding not to issue an AWMPP, the Committee was persuaded that East's obvious impatience with West's continued inability to remember their methods and his clear reluctance to pursue the appeal made it inappropriate to officially record the partnership. However, it was communicated to West that his actions were believed to be litigious and more was expected from a player of his experience.

DIC of Event: Henry Cukoff

Committee: Ron Gerard (chair), Bob Gookin, Robert Schwartz, Peggy Sutherlin, Jon Wittes

Directors' Ruling: 95.3

Committee's Decision: 89.4

✍ If East was really against this appeal, he could have prevented it by simply refusing to concur with its being filed. If the Committee still believed that East was relatively blameless (perhaps out of ignorance that he could do nothing to prevent it), then the following panelists' suggestion seems a good one.

Weinstein: "Excellent consideration by the Committee. Is the Committee allowed to issue and/or record only one of the pair?"

Bethe: "Why not an AWMPP to West only?"

Stevenson: "If West's arguments had really been correct, why did East not run to 6NT? Is it possible to award an AWMPP to one player but not his partner? Should this have happened?"

Kooijman: "Good ruling from the Director. I am puzzled by the statement from the Committee: 6NT not *necessarily* suggested, but made more attractive. The laws do not use the word *necessarily* but *could have been* suggested. And what then is the difference between 'made more attractive' and 'could have been suggested'? Anyway, they took the right decision but for the AWMPP. It should have been assessed, in my opinion."

✍ Actually, Law 16 says "could *demonstrably* have been suggested." I think the Committee was saying that although the UI did not suggest the specific action West chose (6NT), it did suggest taking some action other than passing. Thus, they disallowed 6NT as being indirectly suggested by the UI. I think that is quite valid.

R. Cohen: "Can't we issue a speeding ticket to a player without issuing one to his partner? If so, all of us are to be judged by the company we keep or we better not let appeals go to Committee. By the way, I must confess I wouldn't know if a double of 4♣ was Alertable if it was business. Seems negative double should be, but why business when that's its natural meaning? C&C Committee?"

✍ Negative doubles below the level of 4♠ after partner has opened one of a suit are Type I doubles and are not Alertable. In the not-too-distant future, C&C (with the approval of the BOD) will make *many* currently Alertable doubles non-Alertable.

Endicott: "...believed to be litigious," 'thought to be questionable'? I could manage to think of a slightly stiffer phrase."

✍ One panelist, in addition to wanting an AWMPP, found -500 insufficient punishment for E/W.

Polisner: "I agree with the result except that I would have required E/W to be -800. I am also concerned about the lack of an AWMPP. The Committee's statement about East being a reluctant appellant is not pervasive as if East declined to presume to appeal. Law 92 D prohibits an appeal in a pairs event unless both partners concur in appealing."

✍ After the likely club lead from South, ruffed by North, it seems pretty straightforward for East to take ten tricks (one club, one diamond, four trumps, three spades and a spade ruff). And a diamond lead would not really do any better.

The following panelists have different views about the AWMPP. The first seems to have ambivalent feelings about it while the rest are dead against it.

Rigal: "The Director and Committee made the correct ruling and decision; West's decision to remove the double was indeed out of line. In his defense, one could say

that the jump to 6♥ itself should have been enough to wake him up to his misbid. That being so, I think the decision not to award an AWMPP can be defended. But the reasons given by the Committee seem a little feeble to me. Justice and mercy from the Committee, but no soft-heartedness.”

Rosenberg: “Okay. I agree with no AWMPP. I would give 800 for down four, but this is against the odds.”

☞ True, as noted above.

Our final panelist agrees with the Committee but places a different emphasis on the reasons for that decision.

Bramley: “I agree with most of the decision, particularly the fine points leading to no AWMPP. However, I disagree with the part about failure to Alert the penalty double and the UI therefrom. First, who can keep track of which high-level doubles are Alertable and which are not? Anyway, as I have argued before, most players tend to have the same kinds of hands for high-level doubles, regardless of what they call them. I am sure that some players would double with West’s hand playing negative doubles or card-showing doubles. Second, as I observed in CASE TWENTY-NINE, this was a supposed *failure* to Alert, providing only the thinnest kind of UI. I believe that this had no bearing on the case. East’s jump to slam was much more powerful *authorized* information leading to the same conclusion that East thought West would provide some working values. The break in tempo over North’s double was what hurt E/W. West had a clear indication that East was considering alternatives, which demonstrably suggested trying 6NT. Thus, the decision was correct, but it should have been based solely on the break in tempo. Therefore, if there had been no break in tempo, I would have let the table result stand.”

☞ I tend to agree with Bart in one respect. The hands that West could hold for his double are the same for many players whether the double of 4♣ is played for penalty or takeout. But some players using negative doubles only through 3♣ would not double if the West hand were changed to ♠xx ♥AQxx ♦Kxxx ♣xxx. There is no argument that the Alert procedure is currently in a state of disarray. However, a failure to Alert the double in this auction is not an infraction for which we should declare a blanket amnesty. Luckily, there was more serious UI in this case which aided reaching the proper decision.

CASE THIRTY-TWO

Subject (UI): Two Systems, One Result

Event: Reisinger BAM Teams, 26 Nov 99, First Qualifying Session

Bd: 12 Marinesa Letizia
 Dlr: West ♠ ---
 Vul: N/S ♥ 10852
 ♦ KQ874
 ♣ AK92

Jurek Czyzowicz Darren Wolpert
 ♠ AK75 ♠ J98643
 ♥ 63 ♥ A74
 ♦ AJ32 ♦ 1096
 ♣ 875 ♣ 3

Carlyn Steiner
 ♠ Q102
 ♥ KQJ9
 ♦ 5
 ♣ QJ1064

West	North	East	South
1NT(1)	Pass	3♠(2)	Pass
3NT	Dbl	4♠	All Pass

(1) Announced; 10-12 HCP
 (2) Alerted; explained as 1-3-(4-5 or 5-4)

The Facts: 4♠ went down two, +100 for N/S. The Director ruled that there was UI for East, that pass was a LA, and that 4♠ was demonstrably suggested by the UI. The contract was changed to 3NT doubled down four, +800 for N/S.


The Appeal: E/W appealed the Director’s ruling. The Committee determined that E/W were playing 10-12 notrumps not vulnerable and 15-17 notrumps vulnerable and in fourth seat. The only responding structure marked on their convention card was for strong notrumps. E/W told the Committee they hadn’t fully discussed their methods after a 10-12 notrump. East thought that 3♠ was weak while West assumed it was the same as after a strong notrump (shortness with five-four in the minors) and Alerted it as such. East stated that he knew from his hand and the auction that there was no 10-12

HCP hand that West could hold that would make 3NT a good contract, so he pulled to 4♠ when North doubled. North stated that she doubled 3NT for penalty because the suits were all breaking badly (South had to have at least “five spades” and she had the minors controlled) and she could not see any way that 3NT could make.


The Committee Decision: The issue was whether East’s 4♠ bid could have been prompted by West’s (presumed) misexplanation of their agreements and whether N/S had been irreparably damaged such that they could not recover. The Committee decided that East’s 4♠ bid over the double was automatic: There was no 10-12 1NT opener that could offer a better play for 3NT than for 4♠. If partner had forgotten the notrump range and thought that 1NT was 15-17, there was still no hand on which it would be wrong to correct. East’s 4♠ bid was therefore not dependent on any UI from partner’s Alert and misexplanation. The issue was then whether N/S had been sufficiently damaged by the MI that they were entitled to redress. After discussion the Committee decided that they were not. The damage predominantly resulted from West forgetting his side’s methods and bidding over 3♠, not from the MI. The Committee reinstated the table result of 4♠ down two, +100 for N/S, for both sides. The Committee then considered whether E/W should be assessed a penalty for not knowing their conventions and for having inadequately filled out convention cards; they decided not.

DIC of Event: Henry Cukoff

Committee: Henry Bethe (chair), David Berkowitz, Dick Budd, Ed Lazarus, Bill Passell

 I was present during the deliberations on this case and was quite upset at the Committee's failure to consider all sides of it before rendering its decision. Before I explain the reasons for my disappointment, I'll give the chairman a chance to elaborate on the Committee's thinking.

Bethe: "Let us go through this. East heard his partner open 1NT, by agreement 10-12 HCP. He bid 3♠, preemptive. To his horror he heard his partner explain their agreement over a strong no trump. North doubles. He contemplates his hand. If partner bid 3NT over a preemptive 3♠ would I pass? Well, partner couldn't bid 3NT over a preemptive 3♠, so the bid, not the mis-explanation, tells me that we have gone off the rails. I will correct. Were N/S damaged by the mis-Alert. No, they were damaged by West's confusion. If West had passed, North would have had an easy takeout double. After West bid 3NT and East corrected, South should have known what was going on. At the very least she should have doubled 4♠. Since usually an opposing misunderstanding will be good for the opponents, it is 'rub-of-the-green' that here it worked out well for the misunderstanders."

 Now let's go through this from East's perspective (assuming he did not hear his partner's explanation of 3♠). He heard his partner open a 10-12 notrump in first seat, at favorable vulnerability. His partner then bid an "impossible" 3NT over his preemptive 3♠, so he must consider whether there can be any rational explanation for this. Off the top of my head I can think of five: (1) Partner forgot (or never knew) that 3♠ was preemptive. (2) Partner forgot that they play 10-12 notrumps not vulnerable and has a strong notrump (perhaps ♠AKxx ♥xxx ♦QJx ♣AKx). (3) Partner mis-sorted his hand and found one or more extra significant high cards—possibly combined with (1) or (2). (4) Partner has psyched (or is operating) at this vulnerability to talk the opponents out of their contract (he's willing to go for 50 a trick if he's not doubled; otherwise, he'll fall back on Plan B—whatever that is). (5) West opened 1NT holding something like ♠xx ♥xx ♦AKJxxx ♣Ax and is planning to sit out the double, which he will score up!


How can we rule out the possibilities of (2), (3), (4) and (5)—especially (2) and (3), even if you don't believe partner is capable of (4) or (5)? Why should we be so quick to assume that it must be clear to East (without the UI) that (1) is what happened? I was hoping to listen to the Committee debate this issue—but they didn't even consider any of the alternatives (2-5). So I mentioned that these other possibilities exist and they immediately dismissed them out of hand.

I think N/S were damaged: They would have played 3NT doubled if East passed to see what West had in mind. North would likely lead a high club, South would signal with the queen, and after five rounds of clubs South would find the obvious heart shift. West would knock out the ♠Q (he can't pick it up) and would end up down five, +1100 to N/S. The Directors were close. Good job, Directors. The Committee was in outer space. Bad job, Committee. Go stand in the corner.

Some panelists fell victim to the same thinking as the Committee.

Bramley: "Excellent. The Director might have gotten this one right, too. I especially like the failure to slap E/W with a PP, which would have been the 'whiner's reward' that I so abhor."

R. Cohen: "The write-up omits several pertinent facts. Was the Director summoned by East before the opening lead to correct his partner's Alert and explanation? Was the Director given the opportunity to call North and South away from the table to determine if they would have taken different actions had they been properly informed that there was no E/W agreement? Was North given a chance to change her final pass (Law 21B)? Certainly, at the very least, E/W should have been penalized to some degree for the MI and the failure to correct it before the opening lead—which appears to be the case."


 At the hearing I recall hearing that East told the opponents about the mis-Alert at the end of the auction; the Director was called at that time. He took North away from the table and she said she wouldn't have changed her call since South passed 4♠. (South had no option to change her call since North had already passed by then.) As for E/W being penalized, it is not an infraction to forget your methods. This seems like an honest mistake to me. E/W said they had recently changed their opening notrump agreements, adopting a split range instead of a uniform strong notrump, and they hadn't resolved how the new weak notrump would affect the three-level response structure. That's why West thought that their strong notrump response structure (3♠=1-3-5-4 or 1-3-4-5) still applied while East had in mind the preemptive meaning which is more typical of and theoretically consistent with a 10-12 range. Thus, I can find no reason to penalize E/W other than by redressing any damage caused by West explaining 3♠ as if they had an agreement when they really didn't.

Weinstein: "Good Committee work. 4♠ is so automatic that I can't understand how the table Director could possibly have adjusted the result to 3NT doubled for -800."


Treadwell: "It is inconceivable that East would leave 3NT in, whether doubled or not, since they would have a maximum of 17 HCP between them. The Director missed the boat on this one. If the Director had ruled in E/W's favor and N/S had appealed the ruling, I think an AWMPP award to them would have been in order. Excellent decision by the Committee."

Stevenson: "Did the Director really believe that players play in 3NT doubled with the East hand opposite a 10-12 1NT? The only real question seems to be whether the MI caused damage. Suppose N/S are told 3♠ shows spades and is weak—what then? North might or might not double 3NT: perhaps South would double 4♠. There is a case for giving N/S +300 rather than +100. Not a strong case, perhaps another one for Law 12C3."

Polisner: "I agree that East is entitled to bid 4♠ as it is clear without any UI/MI. I am less than convinced that N/S weren't damaged by the MI as North has an easy double over either 3♠ or 4♠ (if West furthers the preempt). Since it is unclear what South would do over a double of 4♠ (if West bids it or raises over 4♥), I would have ruled under 12C1 or 12C2 or, at a minimum awarded N/S +300 in 4♠ doubled."

 In addition to my earlier objection to allowing East to bid 4♠, I don't see how we can force West to bid (by raising spades?) as if he knew what East's 3♠ bid meant. I agree that N/S were damaged, but not in the way that Jeff thinks. North "knew" that East didn't have short spades (after all, unless West had five of them South would have an eight-card spade suit that she never bid) but she couldn't be sure that South knew too (South's hand might not tell her what North's did). So how could North hope to get to the right contract? The best she could do was hope that E/W would sit for her double of 3NT and that the bad spade break that she knew existed would rake in extra zeros—as it should have!

Gerard: "Agree. North's first round pass (or her methods) condemned N/S to a poor score."

 Really? And why was she "doomed" to a poor score? Wasn't she entitled to get a chance to double 3♠ and have South bid a game in hearts (or clubs)?

The next panelist, while wrongly (in my opinion) believing that pass is not a LA for East, provides some valuable guidance for Committees on how to think in these situations.

Kooijman: “Another case in which the Director should have taken the right ruling himself. He doesn’t even need advisors to know that passing is not a LA.

“An educational remark for the Committee. We have to assume that N/S were wrongly informed here, which means we have to consider that N/S know 3♠ was meant as weak and West assumes it was constructive. Now North has an option to pass 3NT, being afraid that East will bid 4♠ after a double, as happened. The question they have to answer, then, is not whether the 4♠ bid is ‘automatic’ after the double but whether pass is a LA without the double. These answers are not necessarily the same, though I would have allowed 4♠ anyhow.

“I am missing another point here. Wouldn’t it be possible for South to double 4♠ when knowing that 3♠ was weak and that E/W had a misunderstanding? Even my partner would have doubled in that case. So my decision would have been 4♠ doubled down two for both sides. Strange N/S didn’t bring up that possibility. If this N/S never would have doubled, a split score was still appropriate.”

✍ Now let’s hear from the panelists who have more sympathy for N/S.

Endicott: “The Committee’s direction to itself, as written here, flounders. The issue is whether East is in possession of UI (yes) and if so, whether East has a LA to 4♠. The Director considered pass a LA; the Committee decided there was no LA to 4♠ but dubiously (as reported) based this on there being ‘no hand on which it would be wrong to correct,’ which is questionable. What most authorities require is that a requisite proportion of East’s peers would have bid 4♠; does the ACBL not do the same? Since the Director did not intervene to guide the Committee, I suppose not.”

Rigal: “Good Director ruling; leave it up to E/W to appeal. However the Committee put N/S in an untenable position. If they had been properly informed, N/S would surely have got at least 300 or more from the deal. I think in these situations one should lean over backwards to the non-offenders, and this was clearly not done here. N/S should not be made to guess what accident E/W were having.”

✍ Only one panelist adequately considered any of the issues I raised. As his reward, he gets the final word.

Rosenberg: “The Committee seems to have lost focus here. Certainly, if 3NT had not been doubled, I would have compelled East to pass. While no hand offers play for 3NT, almost no hand offers play for 4♠ either. Certainly, the hand that would bid 3NT over a preemptive 3♠ would not give any play for 4♠. First, the Committee should determine whether any hand exists that *can* bid 3NT in this auction. If not, this is analogous to 1NT-4♥ (Alerted as Texas but bid as natural)-4♠. Now the 4♥ bidder can try to wriggle back to hearts. However, I do not believe this is analogous. The hand that bids 3NT could be ♠Axxx and two aces, since notrump may play as well as spades and nine tricks might fetch. Indeed, if West had held this hand it might well have been that 3NT doubled goes down 100 for some matchpoints but 4♠ doubled goes down 300 for a zero. East had an ace which is very good for notrump on this hand-type, and no unusual shape, considering the 3♠ bid. It was also not explained how West suddenly discovered his error. This is very important. Incidentally, 3NT doubled would easily go down five on a club lead. [See, great minds *do* think alike.—*Ed.*] As for the final Committee decision regarding the conventions and convention cards, I agree. Indeed, to give a penalty for improperly filled convention cards is inappropriate until we have ‘convention card police’ wandering the room and assessing penalties. At present, you could probably give out an average of more than one per table.”

Subject (UI): Jump Down, Turn Around, Switch On A Dime
Event: Continuous Pairs, 27 Nov 99, First Session

Bd: 21	♠ K1073		
Dlr: North	♥ K532		
Vul: N/S	♦ KQ74		
	♣ 4		
♠ AQ962		♠ 8	
♥ QJ109		♥ 874	
♦ 5		♦ 1098	
♣ 762		♣ AKJ985	
	♠ J54		
	♥ A6		
	♦ AJ632		
	♣ Q103		
West	North	East	South
	Pass	Pass	1NT(1)
2♦(2)	Dbl	Pass	Pass
2♠	Dbl	3♣	Dbl
All Pass			
(1) Announced; 12-14 HCP			
(2) Intended for the majors; not Alerted			

The Facts: 3♣ doubled made three, +470 for E/W. The Director was called at the end of the auction. E/W played that 2♦ showed hearts and spades over a strong notrump. Earlier in the round they had faced a weak notrump and decided to bid naturally over weak notrumps. West said that she forgot. The Director determined that West expected to hear East Alert and when he didn’t, a case could be made that she should have passed 2♦ doubled. (After all, East’s minor suits could have been reversed.) On the other hand, a case could also be made that East was supposed to bid 2♥ over 2♦ doubled or 3♦ (instead of 3♣) over 2♠. Given these uncertainties, the Director decided to assign Average Plus to N/S and Average Minus to E/W (Law 16A).

The Appeal: E/W appealed the Director’s ruling. West said she had played Cappelletti for so long she just could not change in an instant. East said he could not bid his club suit over 2♦, but once he had to go to the three-level anyway, he decided he might as well show it. North thought East might have picked one of his partner’s suits. N/S each had about 7,000 masterpoints and E/W had 120 and 400 masterpoints.

The Panel Decision: The expert player consulted about West’s pull of 2♦ doubled to 2♠ confirmed that passing the double just said, “Partner, I have no preference.” Since East had no UI he was free to bid as he wished. The Panel allowed the table result of 3♣ doubled made three, +470 for E/W, to stand.

DIC of Event: Michael Carroad
Panel: Charlie MacCracken (Reviewer), Roger Putnam, Matt Smith
Players consulted: Harvey Brody

Directors’ Ruling: 50.3 **Panel’s Decision: 88.8**

✍ A meritless, whinny complaint by N/S. Even if we reject E/W’s contention that they agreed to play 2♦ as natural over weak notrumps (and thus East’s failure to Alert constituted MI), what would N/S have done differently? North would surely have doubled 2♦ saying, “I wish to penalize them in (at least) one of the majors (and coincidentally, I’m happy to play 2♦ doubled).” South would have had no less reason to double 3♣ if she had been told that West had the majors than she had thinking West held diamonds.

Since N/S’s actions would have been the same, what might E/W have done differently (still assuming they played 2♦ for the majors)? As the Panel pointed out,

East had no UI (he either forgot his agreement or simply forgot to say “Alert”) so he could make any bid he wished. West had UI from East’s “failure” to Alert, but as the consultant pointed out, the “normal” meaning of East’s pass of 2♦ doubled was not, “I want to play 2♦ doubled” but rather, “I have no preference, you pick a major.” So again there is no basis for a score adjustment.

Finally, I find it entirely believable that E/W agreed to bid naturally over weak notrumps and West simply forgot (thinking she was still playing Cappelletti). In fact, that is what the Panel must have determined. I can’t believe it wasn’t obvious enough at the table for N/S not to have pursued this nonsense. If the table Director hadn’t made an errant ruling, and had N/S then appealed a ruling that “the table result stands,” I’d have hit N/S with an AWMPP.

Most of the panelists are on the same wavelength.

Bethe: “It would have been a good idea to explore the E/W agreements in a Cappelletti auction where 2♦ is doubled. One alternative is that pass expresses no preference and lets the Cappite chose his poison. Another is that it expresses a preference for diamonds over either major. A third is that it suggests playing 2♦. My belief is that the first two are far more common than the third. So West is probably free to remove, since he would have removed if partner had Alerted and passed. Does the removal tip East off that this was Cappelletti, not natural? No, since partner playing natural might well have five diamonds and four spades and remove the double looking for a better spot. West could also have three clubs, so it can’t hurt to bid 3♣ on the way back to 3♦. West would obviously pass. I see no bid that was definitely influenced by any UI, so the table result should stand. Remember, the bidder is allowed to forget as long as he does not make use of UI gained from the Alert procedure.”

Kooijman: “I am happy that the Panel did not agree with the argument that West had to assume that East’s pass after the double showed long diamonds and therefore should have passed. Those appeal examples do exist.”

Bramley: “In a higher level game I would have had less sympathy for E/W, but here I agree with the decision. Many players have no agreement about East’s pass of 2♦ doubled, and I concur that ‘no preference’ would be the popular interpretation. Suggesting that East not bid 3♣ over 2♠ doubled is quite a stretch.”

✍ And there’s also the Bramley Failure-To-Alert Theorem argument.

R. Cohen: “The Director at the table made another of the illegal rulings we loathe. The Panel’s decision was reasonable.”

Polisner: “Bad Director’s ruling; good Panel decision. What I don’t understand is why the floor Director doesn’t/didn’t consult with other Directors (such as those which formed the Panel) and get it right the first time.”

✍ It would be improper to consult for the initial ruling with anyone who would later hear the appeal.

Rigal: “Invalid Director ruling I think. It looks more appropriate to give a definitive adjustment, although I do have some sympathy with the Director for not being able to work out what that might be. The Panel might have noted that on proper information 3♣ might have gone one down in a number of ways, and maybe East should have volunteered her explanation of West’s memory-lapse before the opening lead? Anyway, if they considered all this and determined that E/W were clean I will go along with that.”

✍ One panelist questions the use of the consultant.

Endicott: “I doubt very much that an expert player’s view of what passing the double means, in this partnership, is of any value. What is required is evidence from the convention card or credibly furnished by the players themselves as to what are the methods of this partnership. Expert players should be consulted about judgmental matters, not questions of fact.”

✍ The remaining panelists think it was right to adjust the scores, much as the table Director tried to do (but not using an artificial adjustment).

Rosenberg: “This is the type of ruling that makes Wolff’s CD penalty look good. N/S were horribly fixed and East and West both took suspect actions (West’s 2♠ and East’s pass of 3♣ doubled). Were E/W not so inexperienced, I would probably rule 2♦ or 3♦ doubled. As it is, I don’t believe they did anything based on UI given their level of play. I’ll wait for the casebook in the hope of enlightenment.”

✍ If players can benefit when the opponents forget their conventions, can’t they occasionally get fixed the same way? And how were N/S “fixed” by anything E/W did? What evidence is there that N/S were given MI? The facts say the table Director determined, “Earlier in the round they [N/S] had faced a weak notrump and decided to bid naturally over weak notrumps.” If he established that they had that agreement, then wasn’t it clear that West simply forgot and that only UI to her was relevant? And even if we assume that N/S were given MI, which of their later actions were affected by it and what would they have done differently with the correct information? Only South’s double of 3♣ and North’s pass look suspect to me, and they appear equally so regardless of whether West is thought to hold diamonds or the majors. West had UI (from the non-Alert), but she continued to bid just as if she had shown the majors (by picking one, as East’s pass requested). If you had shown the majors, then picked the one you preferred at partner’s request, then got doubled and heard your partner run to your three-card minor, would you pull that double back to a major you already showed and that partner already ran from (especially with him still having another bid coming)? Bah!

Gerard: “Sorry performance by everyone. The Director rambled on in a stream of consciousness, even after skimming over the key issue. The Panel set a trap for the consultant by stipulating that passing the double of an artificial takeout showed no preference between the bidder’s suits. And the consultant both ‘confirmed’ a matter of opinion and focused on the wrong offender. If East had 4-4-3-2, would he pass the double because he had no preference? Suppose East had been dealt ♠xx ♥x ♦J9xxxx ♣AQx and decided not to preempt in second seat (let’s be mature about it and leave out all the ‘loser’ references). How would he show that hand over double? Maybe players of E/W’s experience play the way the expert confirmed they do, but in a vacuum nothing is clear except when East doesn’t Alert. West was supposed to act as if he had heard ‘That’s for majors, I pass.’ Under those circumstances, there was at least a one-in-six chance that she would play 2♦ doubled for, let’s say –1100. I think it’s close for +1100 N/S but I’m half tempted to go for it just to stand in stark relief to the consultant. I expect reams of I2C3 fears from the usual quarters. Unless the write-up is dyslexic, the consultant/Panel referred to East when it was only West’s 2♠ that was relevant. West was the one in possession of UI, whereas East had information only from West’s bids.”

✍ I don’t see anything to indicate that “The Panel set a trap for the consultant by stipulating that passing the double of an artificial takeout showed no preference between the bidder’s suits.” My reading suggests only that the consultant probably confirmed the Reviewer’s own *belief* that this pass is usually played as “You pick” and not that a statement was made that led him to that conclusion. The write-up suggests to me that the expert was consulted about West’s 2♠ bid (was it consistent with the “normal” meaning of East’s pass?) and he indicated that in his opinion it was usual for the pass to mean “I have no preference” rather than “I want to play

CASE THIRTY-FOUR

here.” The Panel’s statement that East had no UI and was free to bid as he wished merely suggests that they did not consider this a case of MI (i.e., there was no failure to Alert by East; E/W agreed to play 2♦ as natural over weak notrumps). East could hold Ron’s ♦J9xxxx hand but it is more likely that he holds either two-two or three-three in the majors and wants West to choose her longer/better major, to make sure E/W play in their eight-card fit (especially if they are doubled). That’s why most players play the pass as ”No preference.” In my experience, players with 120 and 400 masterpoints are unlikely to have a firm agreement about such things. I find it unusually harsh to saddle them with a non-mainstream agreement when a normal and very intuitive one exists.

Our final panelist raises some pertinent issues.

Stevenson: “The expert player may have played the pass of 2♦ doubled as asking for a choice, but many players do not. Since West normally played Cappelletti, why was she not asked what the pass would show? Few players would really pass even if playing with screens, but the actual meaning of the pass is critical: Some might play it to show long diamonds and for them pass would be a LA.

“The ruling was simple enough for the Director. Either he should decide there was an infraction and adjust to 2♦ doubled down four or he should decide there was no infraction and he should not adjust. If routine cases like this one are beyond the staff, what is the Director for? Note how unfair the ruling was. If there was an infraction, then N/S were given 60% when the law would give them 100%; if there was not, then E/W were given 40% when the law would give them 100%! How can this be right?”

✍ Yes, it would have been valuable to have been told what (if anything) the Directors discovered about how E/W played a pass if a Cappelletti 2♦ bid had been doubled. Unfortunately, this would probably not satisfy anyone since it is likely that they had no documentation of their agreement and a claim that it asks the 2♦ bidder to pick her longer (or better) major would have been viewed as self-serving.

David also makes an excellent point about the original table ruling. We’ve been saying for years not to give artificial adjusted scores in place of a result obtained at the table unless it is simply impossible to do otherwise. If the Director thought West should be forced to pass 2♦ doubled, then he must project a result for that contract and assign it. If he thought West could bid 2♠ but would end up in 3♦ doubled, then again he must project a result for that contract. For the reasons David describes, assigning Average Plus/Average Minus is simply unacceptable—even if it’s legal.

Subject (UI): If You Knew What I Knew, You’d Bid That Way Too
Event: Flight B/C Pairs, 27 Nov 99, First Session

Bd: 14	♠ 732		
Dlr: East	♥ AJ43		
Vul: None	♦ AQ5		
	♣ Q103		
♠ KJ1064		♠ 95	
♥ 5		♥ K87	
♦ J2		♦ K98764	
♣ AJ764		♣ 85	
	♠ AQ8		
	♥ Q10962		
	♦ 103		
	♣ K92		
West	North	East	South
1♠(2)	2♥	3♦	1♥(1)
3♦	All Pass	Pass	Pass
(1) Insufficient			
(2) 1♥ bid accepted			

The Facts: 3♦ went down one, +50 for N/S. South bid 1♥, then said, “Oh, I thought you bid 1♦” and then passed. The Director was called and West decided to accept the 1♥ bid. The Director ruled that North’s underbid of 2♥ followed by his pass of 3♦ might have been suggested by South’s comment, without which North might well have carried on to 3♥. The contract was changed to 3♥ down one, +50 for E/W (Law 16).

The Appeal: N/S appealed the Director’s ruling. The players involved were relatively inexperienced, North having 370 masterpoints, South 180, East 150 and West 500. The two pairs were interviewed separately. Both pairs confirmed the Director’s version of the events. The N/S convention cards showed an overcall as 8-14 HCP

and a jump raise of an overcall as invitational. The screening interviews took place just prior to the evening session, several hours after the table ruling was made. South agreed that North’s hand was too good for a 2♥ bid in their methods. North seemed somewhat confused about what had happened and what his methods entailed. He first said that he thought a jump raise in this situation showed approximately 16 points; later, when he realized that was not accurate according to his methods, he hypothesized that he must have miscounted his points at the table. In fact, on the appeal form he wrote that a 1♥ overcall of 1♦ showed 8 HCP, apparently intending that as an argument in favor of his appeal.

The Panel Decision: Three expert players were consulted. All agreed that the UI demonstrably suggested both North’s original 2♥ call and his subsequent pass over 3♦. Two of them further agreed that in the absence of the UI, a table result of 3♥ down one was likely; the third was not asked about possible assigned adjustments. Law 25 (Legal and Illegal Changes of Call) defines what happened at the table as a “delayed or purposeful correction,” as opposed to an “immediate correction of an inadvertency” which can be made without penalty. Law 25B2(a) then instructs the Director to apply Law 26 (Call Withdrawn, Lead Penalties) and Law 27 (Insufficient Bid) to this situation and gives LHO the option of accepting the 1♥ bid (which in this case he did). The comment by South (Law16A) and the withdrawn pass (Law16C2) both present to North UI such that he may not “choose from among LA actions one that could demonstrably have been suggested over another by the extraneous information.” The advice of the consultants indicated that North had made illegal choices based on Law 16. Law 12C2 then instructs that a score be assigned in place of the table result which, for the non-offenders, should be “the most favorable result that was likely” while for the offenders it should be “the most unfavorable result that was at all probable.” In light of the advice received the Panel

changed the contract to 3♥ down one, +50 for E/W. The Panel believed that adjusting the table result was clear. However, no AWMPP was assigned in this case because the timing of the appeal (being heard immediately before the second session) and the number of other cases which occurred that day resulted in the relatively inexperienced N/S pair not being given a full understanding of why the table result was changed.

DIC of Event: Ted Stryker

Panel: Matt Smith (Reviewer), Olin Hubert

Players consulted: Bernie Chazen, Ralph Katz, Steve Robinson

Directors' Ruling: 90.3

Panel's Decision: 92.4

✍ North was not entitled to know that South intended to make only a one-level overcall (that she misheard the opening bid rather than made an insufficient bid or that she wanted to change her bid to a pass, implying that her hand was not worth a three-level overcall). The attempted change suggested that South's strength (or suit) was limited, which was UI to North. North's underbid, in spite of all this, is still difficult to fathom. After all, move the ♥K to the West hand and replace it with a low club for East and 4♥ would be cold on the normal ♦J lead. In fact, on that lead an expert (which N/S clearly are not) would have made 3♥ on the actual deal.

Had North simply showed his invitational values with 2♦ we would probably not even be here if N/S then stopped in 2♥. But North's gross underbid was clearly suggested by the UI and an invitational 3♥ is certainly a "likely" action once 2♥ is disallowed. Would South then accept the invitation? That is also within the realm of the possible. So both the ruling and the decision are a bit conservative in terms of N/S's contract. I think that 4♥ down two (or down one) would have been more appropriate. I would not give N/S the benefit of the doubt about either aspect of the case and would assign them the result for 4♥ down two. I could see assigning E/W either the reciprocal score (+100) or +50 for 3♥ down one. Since I have no reason to believe that either of these is more remote than the other, I would also assign E/W +100 for 4♥ down two.

Agreeing with the actual decision are...

Stevenson: "Good ruling and decision. The description of the various laws involved is accurate."

Treadwell: "A good analysis of the auction by both the Director and the Panel."

Polisner: "Good all around."

Weinstein: "I'm sure the auction went this way at every table."

Rosenberg: "Okay."

✍ The next panelist has some complex questions about how this case was handled both at the table and by the Panel.

R. Cohen: "Quick question. Did the Director at the table apply the lead penalty of Law 26 as prescribed in Law 25B2(a)? Might this have affected the play and result at 3♦? Did the Panel consider this factor? What was the opening lead and what suit might East have prohibited North from leading when he first obtained the lead (Law 26B)? Sloppy work all around, though the decision was probably correct."

✍ After inquiring into Ralph's questions, I've learned that South's change of 1♥ to a pass should have subjected N/S to a lead penalty when they ended up on defense. When North first came on lead, declarer was entitled to forbid (but *not* require) the lead of any suit. That penalty wasn't enforced, but looking at the play

in 3♦ it seems that there is no suit that East could have forbid North from leading that would have produced a better result for E/W than the one obtained at the table. (East could have gone down two on some lines but could never make 3♦.)

The next two panelists agree with me that 4♥ down two is a better adjustment.

Gerard: "No, it should have been 4♥ down two for both sides. Since North wasn't entitled to know that South thought he was making a one-level overcall, he should have been deemed to force to game. In fact, how could down one ever be right?"

Rigal: "This one is just too bizarre for words—but at least no precedent will be necessary because it will never happen again!? South's barrel-load of UI meant that North might have been made to drive to 4♥ not just 3♥? Perhaps -100 for N/S was possible rather than -50? Given the complexity of the facts, certainly no AWMPP here."

✍ Our last panelist points out a play issue in 3♥ (or 4♥) which would be more relevant if N/S were expert players.

Bethe: "North discovers that his partner has a one-level but not a three-level overcall. He subsequently underbids dramatically. Most of the time this will work out badly, but this time the cards are foul for N/S, extremely favorable for E/W on defense. Even so, it isn't clear that E/W would have beaten 3♥. I could make it after the probable ♦J lead. In fact, I probably would. So why is 3♥ down one a 'likely' result? In addition, North has heard the 3♦ bid, which presumably makes his hand more valuable on defense than offense. That is authorized information. Even if the 2♥ bid is improper, he then heard partner pass 2♥. I think, given the auction, 3♥ was more likely to be made than not. So E/W's actual result was better than the likely result in 3♥. I would leave them with -50 in 3♦. The worst result that was at all probable for N/S was -50 in 3♥. And that is how the board should have been scored."

✍ Since the offenders (N/S) are the ones playing the heart contract, we should not afford them the benefit of any doubt about the result. While an expert may well make 3♥ on the ♦J lead, perhaps West would lead a trump. Or perhaps South would cover the ♦J with the queen, allowing East to win the ♦K and shift to the ♠9. If South then plays the ♠A and then takes the heart finesse, he will go down. If we make N/S bid 4♥, Henry's argument provides a reasonable basis for assigning N/S -100 and E/W +50. Perhaps that's the best resolution of all.

CASE THIRTY-FIVE

Subject (UI/MI): Is There A Rule Of Coincidence?
Event: Flight A/X Pairs, 20 Nov 99, Second Session

Bd: 19	Monique Copeland		
Dlr: South	♠ J3		
Vul: E/W	♥ QJ962		
	♦ QJ3		
	♣ QJ8		
William Dubay			Judy Dubay
♠ AKQ			♠ 1097
♥ 105			♥ K843
♦ 1072			♦ K94
♣ 109752			♣ AK3
	Raymond Persaud		
	♠ 86542		
	♥ A7		
	♦ A865		
	♣ 64		
West	North	East	South
Pass	1♥	All Pass	Pass

The Facts: 1♥ made one, +80 for N/S. The Director was called at the hand's conclusion. There was unusual action opposite a bad opening bid. The Director awarded Average Plus to E/W and Average Minus to N/S.

The Appeal: N/S appealed the Director's ruling. South did not attend the Panel interview (North explained that he was too upset to appear). Neither side claimed that there had been any table action which might have transmitted UI. N/S played Standard American. North seemed to have little understanding of why the South action appeared unusual. She stated that South needed stoppers to bid 1NT and that the spade suit was not safe to bid. She said with that hand she also would have passed. She stated that 9 points was the absolute low end of their

third-seat openings. When told by the Reviewer that this treatment of passing with this good a hand was Alertable she expressed surprise, claiming she believed it was standard. Upon seeing dummy West inquired about the auction. South reportedly said that since his partner was in third seat and he had no heart support he had passed—and in any case, he could do what he wanted. West called for a Director at the end of the play when he asked to see the North hand and was refused. When asked what he would have done if he had been Alerted West said he would have been even less likely to have bid.

The Panel Decision: The Panel determined that the only infraction which had occurred was MI (not UI) in that the N/S agreement as stated is Alertable. Since E/W were not claiming any damage from the MI (Law 21, Law 40C) the Panel saw no bridge issue that required consultation with players. The table result was restored. The Panel did believe that the relative experience of the N/S pair warranted the incident being Recorded; a Player Memo was filed.

DIC of Event: Susan Patricelli
Panel: Matt Smith (Reviewer), Olin Hubert, Ron Johnston, Charlie MacCracken
Players consulted: none

Directors' Ruling: 42.2 **Panel's Decision: 96.1**

☞ In CASE THIRTY we were told, "the so-called 'Rule of Coincidence' in fact has no basis in the laws." In such situations I apply the following rule of thumb which has stood me in good stead over the years, "Never believe something until it has been officially denied. Then take it as gospel" The present ruling is clearly predicated on a Rule of Coincidence. Unless the Director based his ruling on Law

16B (that N/S had advance knowledge of the board which they failed to report to a Director), this appears to be a matter for the Recorder and not a score adjustment. The panelists were of a single mind on this one.

Stevenson: "Does the ACBL want to discourage players just because they cannot tell a spade from a diamond? Goodness knows what the Director was up to. He would be hard-pressed to find a law to justify his absurd and illegal ruling."

☞ Maybe he found a "Rule" rather than a law.

Bramley: "Hopeless Director's ruling. Correct Panel decision."

R. Cohen: "Another of the illegal rulings by the Directors. Can't argue with the Panel and glad a Recorder report was filed."

Gerard: "In Pasadena in 1992, I sat on a case that involved a counterintuitive pass in game rather than a slam try or more. Partner had a sub-minimum and even the five-level was too high. The sole basis of the appeal was the Rule of Coincidence. Thankfully, only one Committee member voted to tell Bob Lipsitz that he was obligated to go minus. I can't tell you who it was, but he or she doesn't serve on Committees any more. It's time we shoveled the last pile of dirt on this coffin."

Polisner: "It is Director's rulings like this which drive new players away from the ACBL. I am not sure if South's pass is Alertable. I don't recall any Precision players Alerting a pass of a one-level bid by partner. From the writings, I wasn't able to determine if N/S had a conventional understanding about this auction or whether North and South happen to just view this type of hand similarly."

Treadwell: "A good decision, including the filing of a Player Memo with the Recorder in view of the rather weird actions by N/S."

Weinstein: "I don't understand the basis for the initial Average Plus/Average Minus. I agree with the Panel. What is Flight A/X Pairs? Were N/S a Flight X pair? I would require N/S to read a book on elementary bidding before competing in a Flight A event."

☞ In some Stratified events, what used to be Flight A (and is run separately from Flights B/C/D) is now divided into two strata (A/X). If either player in a pair has 3000+ masterpoints, the pair is entered in Flight A. If both players have 0-3000 masterpoints, they are in Flight X. The two strata function just like the A, B and C strata in a regular Stratified event: Flight A players can only win in stratum A but Flight X players can win either the A or the X strata. N/S were clearly X players and were obviously playing up—something we encourage. Right, Michael?

Rosenberg: "Okay."

Kooijman: "Missing a key question here. Not only is West entitled to know the opponents' system but East as well. Does East have an alternative? No, according to their own statement. But this was a superfluous appeal; the ruling that E/W were not damaged should have been made by the Director."

Rigal: "Outrageous Director ruling. The Panel handled this one well but I'd like to know a bit more about N/S. Were they complete beginners? If so, the Recorder form is probably irrelevant; if not, then the Recorder form was wholly appropriate. The South (in)action is truly bizarre."

Beth: "A player takes an unusual action and it works. Call the Director. Maybe I'll get something. Oh goody, I did. I would like to see some other evidence on this pair."

What do they open in third seat with ♠AKxx ♥KQxxxx ♦Kxx ♣---? Or ♠x ♥KQJxx ♦KQxxx ♣Ax? Do they have some evidence of passing out games and slams with their responding style? How often do they play together? How many points do they each have? Again, a Committee would (should?) explore these questions which apparently the Directorial group did not. On the intrinsic evidence I see no reason to adjust the score on this board and I agree with the review Panel's ruling, not the floor Director's. But this hand and this purported agreement should raise bright scarlet flags for further exploration."

✍ N/S had 315 and 375 masterpoints and I have yet to receive a Player Memo on this incident. Had I received one during the tournament, I could have answered some of the excellent questions Barry and Henry raise such as, "How many games and slams have they passed out in partscores with their responding style?"

With only 300+ points each, I bet N/S were more confused than anyone else—and more upset, judging from the write-up. It's disturbing that no one saw them for being essentially the novices (at least in their bidding) they are and let them go about their business without further harassment. The handling of this case is truly regrettable.

Subject (MI): Another Appeal Too Far
Event: Flight A/X Pairs, 20 Nov 99, Second Session

Bd: 2	Bill Passell		
Dlr: East	♠ J3		
Vul: N/S	♥ KJ964		
	♦ A532		
	♣ J8		
George Jacobs		Claude Vogel	
♠ 97		♠ AQ852	
♥ A1053		♥ Q7	
♦ 97		♦ J104	
♣ AQ765		♣ K109	
	Linda Epstein		
	♠ K1064		
	♥ 82		
	♦ KQ86		
	♣ 432		
West	North	East	South
		1♠	Pass
1NT(1)	Pass	2♣(2)	Pass
2♦(3)	2♥	Pass	Pass
Dbl	All Pass		
(1) Announced; forcing			
(2) Alerted; no explanation requested			
(3) Relay; not Alerted			

The Facts: 2♥ doubled went down one, +200 for E/W. The Director was called after the opening lead and declarer asked about the meaning of the 2♣ and 2♦ bids. He was told that 2♦ should have been Alerted as the start of a relay that could have included a five-card heart suit. East said that he had forgotten the agreement and probably would have passed 2♦ if North had passed. The Director believed that North might not have bid 2♥ if he had been properly Alerted. The Director could not project a bridge result so N/S were assigned Average Plus and E/W Average Minus.

The Appeal: E/W appealed the Director's ruling. N/S stipulated to the statements on the appeal form and did not meet with the Reviewer. East stated that he forgot the meaning of 2♦ and therefore did not Alert. West seemed to believe that North knew what was going on in the auction. When asked what North would have been told had he been asked about 2♣ West said

he would have been told it showed two or more clubs. West explained that 2♦ started a relay with either some type of invitational hand or a weak hand with hearts. East was supposed to bid 2♥ unless he had a singleton heart. Since North offered to the table Director that 2♦ could have shown five hearts before it was explained to him, E/W thought he was familiar with this method and therefore should not be protected from any damage resulting from his 2♥ bid. Against 2♥ doubled East (who thought his partner had diamonds) led a diamond and ultimately West got a diamond ruff.

The Panel Decision: Law 21B3 refers the Director to Law 40C when it is too late to allow a player to change his call. Law 40C instructs that if the Director decides that MI has damaged an opponent he may assign an adjusted score. Law 12C2 instructs the Director to assign for the non-offenders "the most favorable result that was likely" and for the offenders "the most unfavorable result that was at all probable." The failure to Alert 2♦ constituted MI to N/S. Two of the expert players consulted believed that 2♥ was a reasonable bid under the circumstances North was confronted with at the table; the third thought it was a bit wild. All thought it was clear that a correctly informed North would not have bid 2♥. All three expert players also thought that the likely result in a 2♦ contract was down three. The contract was changed to 2♦ by West down three, +150 for N/S. The Panel's belief that the appeal lacked merit was confirmed by the comments of the players

consulted. E/W were each issued an AWMPP.

DIC of Event: Susan Patricelli

Panel: Matt Smith (Reviewer), Olin Hubert, Ron Johnston

Players consulted: Juanita Chambers, George Mittelman, Judy Radin

Directors' Ruling: 67.5

Panel's Decision: 97.5

☞ Another lazy Average Plus/Minus assignment. Why was it too difficult to project a result in 2♦ (especially when East admitted at the table that he would have passed 2♦ had North not bid 2♥)? This practice has really got to stop.

R. Cohen: “The floor Director went illegal one more time. The Panel got it right. Nuff said.”

☞ One man's “nuff” is another's wake-up call.

Kooijman: “Long ago we had discussions in my country whether the Committee could even worsen the score of the appealing side. That was not obvious then. It is now and here the answer is ‘yes’ too.”

Polisner: “It seems as though the Director, like the Panel, could have determined, but for the MI, that the contract would have been 2♦ and the probable result in that contract rather than resorting to 12C1. Good decision, including the AWMPP by the Panel.”

Stevenson: “Pity the Director could not project a bridge result. It is difficult once East has said he might pass 2♦ to assign 2♦ down three, isn't it?”

Rigal: “Poor attempt by the Director, who was told by East that he had forgotten the system and would have passed 2♦, whereupon enough accurate defenses produce 150 for that to be an easy ruling. Well done by the Panel, including the AWMPP. East and West should both know better; yes, North's 2♥ bid was not impossible even if the 2♦ bid were Alerted (particularly if West does not have hearts) since that might be North's last chance to get in an important lead-directing action. But since on most of those ‘Bart’ auctions [*1♠-INT; 2♣-2♦=artificial relay—Ed.*] North would want to pass at this vulnerability, it is fair to assume that he would have passed, if properly Alerted, to await developments. So E/W had no case and could have worked that out.”

☞ Since Barry brought it up, what about North's claim that he wouldn't have bid 2♥ had he been told that 2♦ was a relay? And what about his 2♥ bid? Was it really reasonable? Inquiring minds want to know.

Gerard: “If North offered that 2♦ could have shown five hearts before it was explained to him, it was only after he saw the dummy. Potentially Sexist Question: Which consultants believed 2♥ was reasonable?”

☞ More on the AWMPP...

Weinstein: “The Panel got this completely right, including the AWMPP.”

Treadwell: “Another good decision, including the award of AWMPP points. E/W could have settled for Average Minus by simply accepting the Director's ruling. As it was they appealed and got a result which probably was worse than Average Minus, plus the AWMPP. It is a shame that Panels and Committees have to waste time in hearing appeals of this sort.”

Beth: “I think this should have been titled ‘Well, if I don't Alert maybe my expert opponent will know what we play anyway.’ Personally, I think we should keep their \$50, impose a matchpoint and a seeding point penalty and place them in a pillory for three hours for all Directors and Committee members to throw rotten eggs and tomatoes at.”

☞ Now tell us what you really think, Henry. (By the way, in case some of our readers don't realize it, Henry is just being sarcastic: no \$50 deposit is required any more.)

One panelist doesn't like the AWMPP. Guess who.

Rosenberg: “Don't like the AWMPP. It was worth bringing this appeal because of North's questionable vulnerable action. As to West's contention that North knew what was happening, that is serious but unless there is evidence that North knew that this West was bidding 2♦ artificial, North is being slandered.”

☞ If E/W believed that N/S didn't deserve an adjustment because North's 2♥ bid was an egregious bridge error, they should have stated that and made it clear they weren't asking for anything for themselves. They didn't because they were looking to have their table result restored based on North's allegedly poor action. But as long as it was “at all probable” that the damage was related to the failure to Alert (i.e., if North *might* not have bid 2♥ had he been properly Alerted, as Barry mentioned), E/W had no case. So E/W were looking for something to which they had no right. I do agree that E/W had to make a case that North knew that *this* West's 2♦ bid was artificial. But that is even more reason to assess the AWMPP.

The table ruling was a poor one. The Panel did well to correct it. E/W should think better about filing such appeals in the future. ...Oh, and remember, Michael, an AWMPP is just a warning. We must use them to start the clock ticking for people who are abusing the appeal process. If they learn from receiving them, then there will be no further repercussions. If not, then they will receive more points and will appear before a C&E Committee all that sooner to explain why they are being so unreasonably litigious.

CASE THIRTY-SEVEN

Subject (MI): Vote “No” To Convention Disruption

Event: Flight A Pairs, 20 Nov 99, Second Session

Bd: 7	Linda Wiener		
Dlr: South	♠ AJ985		
Vul: Both	♥ AQ63		
	♦ J10		
	♣ 43		
Larry Hanerfeld	Anita Taylor		
♠ KQ10	♠ 763		
♥ 54	♥ K82		
♦ A852	♦ K763		
♣ QJ102	♣ AK5		
	Joel Datloff		
	♠ 42		
	♥ J1097		
	♦ Q94		
	♣ 9876		
West	North	East	South
1♦	1♠	3♦(1)	Pass
Pass	3♥	Dbl	All Pass
(1) Alerted			

The Facts: 3♥ doubled went down three, +800 for E/W. The opening lead was the ♣K. The Director was called when East played the ♦K at trick two. North had asked the meaning of 3♦ before she bid 3♥ and was told the bid was weak. Both E/W convention cards were marked that the bid was weak. Since both cards were marked weak, the Director ruled that East had forgotten and misbid; he allowed the table result to stand.

The Appeal: N/S appealed the Director’s ruling. Only South attended the hearing. E/W had left the tournament. South said he did not know the law but it seemed very unjust that his partner had made a bid based on what the opponents had told her and then was set 800 when East had a lot more than she was supposed to. He also thought that East had taken advantage of the UI from her partner’s Alert and

explanation. Both pairs were eligible for Flight B or C, so they were less experienced than one would expect, given the event. East, who plays one or two times per year, could not remember how to bid the hand.

The Panel Decision: The Panel decided that there had been no violation of law or regulation and allowed the table result to stand.

DIC of Event: Susan Patricelli

Panel: Charlie MacCracken (Reviewer), Olin Hubert, Ron Johnston, Matt Smith

Players consulted: none reported

Directors’ Ruling: 96.7

Panel’s Decision: 93.1

Both E/W convention cards indicated that 3♦ was weak. West Alerted and explained 3♦ as weak, then played it to be weak by passing. Alert, documentation, action. What more could it take to convince N/S that 3♦ was played as weak and that East was too inexperienced to know how to bid her hand? Is it necessary to know that East had 322 masterpoints and West didn’t even have an ACBL number?

Given the Flight C status of both pairs, I could accept the Panel not assessing an AWMPP against N/S if they provided some justification for their (in)action. But from the write-up we have no basis for thinking that issuing an AWMPP was even considered. These casebooks are supposed to demonstrate for our readers the proper way to rule and make appeal decisions. Cases like this don’t even come close to fulfilling that objective.

The panel had little sympathy for N/S here.

Bramley: “In Flight A N/S should have gotten an AWMPP, even if they were lower flight players. However, if I had been there I might not have had the heart to do it.”

R. Cohen: “*What!* No speeding ticket? Don’t care if they were B or C players, they were in a Flight A event.”

Rigal: “At the very least the Committee should have warned N/S how close they were to AWMPPs. But I can understand why they decided in the circumstances not to award one. Other than that, a fine decision.”

Bethe: “East forgot. North stepped out. Too bad for North. If she learned how to pass she would have gotten a top.”

Endicott: ““Oh wise young judge, how I do honor thee’.”

Rosenberg: “Again, CD looks good (but I would never approve of such a penalty). Bad luck for N/S.”

Polisner: “No problem.”

Stevenson: “Routine stuff.”

The next panelist raise some interesting questions.

Kooijman: “This kind of case really does disturb me. It did create the use of ‘convention disruption’ which in my country (I am ashamed to tell this) now leads our national Committee to award Average Plus/Minus regardless MI or misbids. But is it reasonable to allow East to produce a convention card and then during play to discover that she doesn’t know what it means? We should allow players to make a mistake in the bidding when they have an agreement and generally seem to know what they are doing. But this East said that she wasn’t aware of the meaning of the agreement. So there was no agreement and the convention card was wrongly marked. I am not saying that the Director and Panel took a wrong decision; the laws probably are not clear in this respect. But I am interested to know the feeling of others about my suggestion that we should change this.”

I guess Ton hasn’t played much against lower-flight players. In the world of Flight B/C, I am told it is not uncommon to be playing many conventions that the players have a “limited” grasp of. The fact that a player does not know his own methods very well does not mean that he isn’t playing those methods. After all, had West not Alerted 3♦ and had East then showed up with a weak hand, would we not protect N/S if North was consequently talked out of a profitable balancing action?

We can’t say that E/W have an agreement whenever East remembers what she’s playing but they don’t have an agreement whenever she forgets. That *might* be a workable approach for the top expert game, but it makes no sense for players at this level where not many hands go by that don’t contain such “accidents.” I can’t imagine how to determine when a player has made “a mistake in the bidding when they have an agreement and generally seem to know what they are doing,” and then rule a misbid, as opposed to deciding that they haven’t a clue what they’re doing and adjust their score based on their not having an agreement. East didn’t say she “wasn’t aware of the meaning of the agreement.” The write-up says, “East, who plays one or two times per year, could not remember how to bid the hand.” If we are to decide, whenever a player doesn’t know how to bid a hand within her system of agreements, that the pair doesn’t have an agreement and adjust their score for MI, how do we distinguish the acceptable “cracks” in the experts’ systems from the unacceptable “gaping holes” in others’ systems? Wouldn’t this be discrimination against lesser players? Wouldn’t we start driving them away from the game in great numbers as soon as we started penalizing all their “forgets”?

Our last panelist touches the final base by showing that the potential UI to East from West's Alert of 3♦ had no bearing on the subsequent auction.

Weinstein: "Seems right. UI that West took the call as non-forcing became authorized after West passed. East still knew that West didn't take her call as limit, but double seems like a standout call anyway."

☞ To quote Ralph (something I try never to do), "Nuff said."

CASE THIRTY-EIGHT

Subject (MI): The Death Of Active Ethics

Event: NABC Open BAM Teams, 21 Nov 99, Second Qualifying Session

Bd: 29	Cameron Doner		
Dlr: North	♠ AK8532		
Vul: Both	♥ ---		
	♦ 83		
	♣ K9742		
Carlos Munoz			Harold Feldheim
♠ 10			♠ J76
♥ AJ9742			♥ Q83
♦ KJ75			♦ A1092
♣ 53			♣ A106
	Keith Garber		
	♠ Q94		
	♥ K1065		
	♦ Q64		
	♣ QJ8		
West	North	East	South
	1♠	Pass	2♠
3♥	4♠	5♥	Dbl(1)
All Pass			
(1) Alerted (see The Facts)			

The Facts: 5♥ doubled went down three, +800 for N/S. The double of 5♥ was Alerted and explained as, "Not for penalty, forward going, but my partner hasn't gotten it right yet this week." Spades were led and continued. Declarer ruffed and crossed to the ♣A to lead a heart to his jack. He next misguessed diamonds and got tapped again with a third spade. The Director determined that there was no evidence of an understanding as to the meaning of the double and that North could have known that any comment he made would be likely to mislead declarer. The Director ruled that declarer would have made at least one more trick if there had been no Alert or comment. The contract was changed to 5♥ doubled down two, +500 for N/S. (For comparison purposes, this was the same as +200 or -850 for N/S.)

The Appeal: N/S appealed the Director's ruling. North stated that his partner's double was conventionally supposed to show a hand that wanted to go on to 5♠ but was doubling in case his partner wanted to convert for penalties. North said that South had been forgetting this convention all week and from his heart void he thought his partner had forgotten again. Had North been playing with the inventor of this type of double, he would have trusted his partner and pulled to 5♠. With this "forgetful" partner he left the double in. When asked, South said that he sort of thought his double was meant to show an offensive hand but he figured that he had to double with this hand anyway because he expected his partner would sit and "somebody had to double." West stated that he thought that if anyone had a heart stack it would have been North. Accordingly, it never occurred to him to lead the ♥Q from dummy. When asked why he didn't start hearts with the ace from his hand, he said that he thought it was possible that South had ♥Kx.

The Committee Decision: Some Committee members thought that N/S had correctly explained their agreement and that South just happened to screw it up, North fielding the error based on his hand. North tried to warn declarer by saying "partner hasn't gotten it right yet this week" and really hadn't done anything wrong. The result was just E/W's bad luck. The other members were not happy with N/S's actions. It seemed to them that N/S had to do a better job with this complex convention and that this combination of one player forgetting and the other fielding it was unacceptable. Given that South had doubled with a heart stack and North left it in with a heart void, the majority held that, in effect, N/S weren't really playing this convention (which is how the table Director ruled). After further discussion the minority still thought that technically the agreement had been explained properly,

that South forgot and North fielded it, but they decided to go along with the majority opinion. Given the Table Director's findings the Committee did not need to look further into what score to assign (-500, -200, or +850) since (at BAM) the other table's result of +620 N/S made all results of more than nine tricks equivalent. Declarer might not have given 5♥ doubled the best play, but he didn't do anything outrageously bad; the MI had clearly contributed to his downfall. Without an Alert the Committee decided that declarer would never have gone down three tricks. The contract was changed to 5♥ doubled down two, +500 for N/S.

DIC of Event: Henry Cukoff

Committee: Larry Cohen (chair), Doug Doub, Michael Huston, Becky Rogers, Steve Weinstein

Directors' Ruling: 75.0

Committee's Decision: 73.1

☞ This case raises a difficult issue. A player makes a conventional call and, unbeknownst to his partner, has forgotten his agreement. His partner happens to have strong evidence from his own hand (not from any UI) that the conventioner forgot. Should the partner still Alert the call as the regulations require? He knows an Alert (and explanation) may mislead the opponents, but if he fails to Alert (trying to protect the opponents) he is "technically" guilty of an infraction and could expose his side to the possibility of having their score adjusted. What to do?

And what if it turns out that the conventioner hadn't forgotten (it was the opponents' strange bidding which led his partner to think so)? The opponents now claim damage (if they'd been told what the bid meant they would have "escaped" to a safer contract). The Director is called. The player tries to convince everyone that he knew what the bid meant all along but didn't Alert it because he was trying to protect the opponents. Good luck!

Back to the original scenario. Partner lawfully Alerts and explains the bid's meaning, taking care to add, "But he's been known to forget." (Sound familiar?) But now it turns out that he has forgotten. The opponents misplay the hand, placing some critical cards in the wrong place, then call the Director saying, "We were told... They must have a hidden understanding. He showed... He knew but Alerted anyhow... We wuz robbed." Just as might happen in a bad soap opera, the Director rules, "there is no evidence of the understanding described and the player could have known that any comment he made would be likely to mislead the opponents. In effect," he says, "they were not playing the convention."

Damned if you do and damned if you don't.

What to do? Let's say we decide to adopt the policy that players are obliged, if they believe their partner has forgotten a convention, not to Alert it. How sure does a player have to be before he withhold his Alert? What if he doesn't Alert and it turns out that partner has the conventional hand? He says, "I thought partner forgot; after all, he forgot it the last three times it came up and besides, look at my hand. How could I hold these cards if he had his bid? I was just trying to protect them." Right, we believe you. Now, about that bridge you have for sale...

Players can't be asked to decide for themselves whether they should or should not Alert Alertable calls. Most players are not capable of making such judgments even under the best of circumstances, and certainly not at the table. Such a policy would cause chaos. Now don't get me wrong. Players certainly have the right to let their personal sense of ethics guide them. But if a player uses his judgment not to Alert an Alertable call in order "to protect the opponents," he must be willing to accept the consequences if he's wrong and the opponents end up being damaged. Period. No if's and's or but's. The only authorized course of behavior is to Alert. However, if a player knows that his partner's memory is fallible, he must disclose this to the opponents—as part of a full disclosure—but making a clear distinction between what the bid *means* and what his partner's *tendencies* have been.

Alerting a bid you think partner is likely to have forgotten may occasionally lead an opponent to a false inference; you'll get no argument from me. But telling

players that they can withhold an Alert if they "think" it's right to do so will lead to many more serious problems and place an impossible burden on players. It would also set a dangerous precedent: You can ignore the rules if you "think" it's right.

In the present case, North did everything right. He Alerted the conventional call. He accurately explained its meaning. He explained that his past experience with this partner was that he "hasn't gotten it right yet this week." What more could he do without telling his partner (on defense) that he "knew" from his own hand that he had forgotten *this time* too? Sorry, but the table result stands. If you want guarantees try life insurance.

Agreeing with me are...

Bethe: "I don't understand this. North has an unusual agreement and Alerts the opponents. He goes further and tells them 'this is our agreement, but my partner has yet to remember it.' Declarer mangles the hand. North does nothing wrong—he does everything right. And we punish him for West's ineptitude? North as much as told West that if anyone had trumps, it was South. And West, looking at the number of high cards between his hand and dummy should realize that North must have powerful distribution for the 4♠ bid. I truly don't believe this."

R. Cohen: "What did North do that was illegal? Law 75C states 'When explaining the significance of partner's call or play in reply to an opponent's inquiry (Law20), a player shall disclose all special information conveyed to him through partnership agreement or partnership *experience*...' (emphasis mine). Didn't North comply with the directives of this law? Then why any adjustment? Maybe we should be able to bar players from playing these conventions when they don't understand them. That is the proper solution to these types of problems. No adjustment is in order!"

☞ Ralph is right on target. If players insist on playing conventions that they either don't understand, haven't discussed adequately or can't remember, and this causes the opponents and Directors (repeated) problems, then they should be barred from using those conventions. But adjusting the score was wrong.

The next panelist offers a lesson in declarer play, along with his usual "res ipsa loquitur" logic. Go get 'em, Ronnie...

Gerard: "Apparently the bridge pros don't teach declarer play any more.

"Down three was an old-fashioned result, it was well-earned. Even after a low heart to the jack, there was no rational way to go down three. The simplest line of play was club exit, black suit ruff, ♦A, diamond to the king, diamond. If the queen drops, finitio Benito. If South wins the third round, he has a choice of tricks to be endplayed on. If North wins the third round and plays the black suit both dummy and South are void in, declarer pitches dummy's diamond. Even after the diamond misguess, West needed merely to cash two diamonds and play a club for a lock—if North goes up king and plays a spade, away goes dummy's diamond. He could even err by playing a club immediately and likely survive, since North probably wouldn't rise and play a spade, allowing South to pitch a diamond. I've never seen a satisfactory definition of continuing to play bridge, but I know it when I see it and this ain't it. Res ipsa loquitur. And since E/W were the non-offenders, damage is still relevant if there was an infraction. You just can't watch West trim freshly killed meat this way and not think that he would have found a way to go down three even without the so-called MI. West committed the common error of misguessing (twice), getting flustered and failing to soldier on. Maybe the appeal mind set had already set in. Now, please, someone tell me with a straight face that West didn't cause his own damage.

"As for the majority attitude toward N/S, there are only three remaining solutions: (1) garlic, (2) sunlight, (3) a crucifix. This decision (not playing the convention, indeed) must have warmed the Wolffian cockles no end. A word of advice to the minority from a veteran skeptic: doubt everyone, including the majority. Especially when they're wrong."

Rigal: “This seems a very messy case to me, although the initial Director ruling seems fine. What was North to do if you accept, as I do, having played (once) on a team with him, that he likes to play this way with everyone? He decided to assume his partner had psyched and essentially Alerted his opponents to that. West ignored that at his peril. If things had gone the other way he might have had cause for complaint, but I would side with the minority’s original view and revert back to +800 for N/S, with, if I am allowed to do so, a PP (perhaps 1/10 of a board) against N/S to reflect my dissatisfaction with their playing methods at odds with their card.”

☞ I doubt that the PP is legal.

Treadwell: “I have sympathy for N/S; South used poor judgment considering the conventional meaning attached to his double in this sort of situation; and North from his holding and prior experience with this partner in this situation, made the obligatory Alert with a qualifier to suggest partner may have deviated from their agreement; certainly a move made with the most honorable intentions. This illustrates just one of the traps which complex conventions sometimes set. Had I been on this Committee, I probably would have been with the minority who thought that E/W had just had bad luck; however, like those minority members, I would have gone along with the majority. A very close call, indeed.”

☞ The remaining panelists side with the Committee majority. Some express appropriate reluctance and reservations...

Rosenberg: “I suspect that South doubled promptly and this, coupled with South’s previous forgets, helped North to go right. Whereas if South considered a few seconds and then doubled (with the ‘forward-going’ hand), North might go right too and E/W could do nothing since South’s tempo would be within the appropriate range for this auction. This type of agreement is one which lends itself to ethical problems—they are very likely to arise. So I would not let N/S get away with this, if I could obtain any evidence that the double was prompt.”

Stevenson: “North’s comment was designed to help the opponents by disclosing some information. In fact it may not have done so. When things go wrong it may be unfortunate that someone who tries to be helpful is ruled against, but it seems reasonable here.”

Bramley: “Difficult case. Apparently N/S presented no documentation of their agreement. If they had been able to produce evidence that it was as North described, I would have sided, reluctantly, with the minority. Without such evidence, I side, still reluctantly, with the majority. The argument that the N/S bidding suggests no special agreement is compelling to me. Therefore, the Alert and explanation constituted MI and an adjustment was proper.

“Although the Committee had a wire that any adjustment was enough, I think they should have tried harder to assign the proper result. I would have assigned E/W –200, the most favorable result that was likely (pick up hearts, misguess diamonds). I would have assigned N/S –850, the most unfavorable result that was at all probable (guess everything). Each of these results could be compared to the other table to determine the BAM result for each team, which need not add to one. Legal, right? [Right.—Ed.]

“I judge from the title of this case that the Editor thinks that N/S were shafted for being solid citizens. However, repeatedly screwing up a complex convention, reading partner’s error, and explaining the proceedings in a way that is more likely to confuse the opponents than to help them, all strike me as less than perfect citizenship. Certainly North, intending to pass the double, could know that West would not place the cards any better *after* his explanation than before. Thus, the real actively ethical course for North was to say nothing.”

☞ Some offer no excuses...

Polisner: “The result was fine, but the analysis was deficient. The issue is whether North’s Alert and explanation was MI or if South had forgotten the agreement and the information was correct. The presumption is that it is MI. Since N/S were unable to present sufficient evidence by way of convention card, notes, prior examples from this event, the Director and Committee should rule that it was MI. The issue of North fielding the bid is not relevant unless there was a belief that something devious was happening. North certainly was correct in telling declarer of South’s propensity to misuse the convention. In fact, armed with that piece of information, West should have gotten the play correct or would have been eligible for redress.”

☞ Others have no excuse...

Weinstein: “North’s actions border on violating Law 40B despite his disclaimer of partner forgetting all week. North created doubt in West’s mind (Law 73) and even if he flirted with the letter of the law, he should not benefit from this adventure. The Committee and Director, bless their hearts, played with the concept of non-understood (or remembered) understandings and decided that such a thing actually exists. This is a concept I have been pleading for, most recently in San Antonio CASE THIRTY-FIVE. At the risk of sounding like Wolffie and repeating past casebook rantings, if a pair represents that they play a convention or treatment, but either don’t understand it or can’t remember it, they are representing an understanding that doesn’t really exist. The opponents are given de facto MI and the offending pair should be treated just as if they had given actual MI.

“I know our Editor has objections to this approach as outlined in his response to my rantings in San Antonio CASE THIRTY-FIVE. His objections were based upon all Alerts being possible MI. So? What is wrong with that? If I mis-explain I am liable for MI. If partner makes the incorrect bid and I explain correctly (rub of the green) we are not liable for MI. The actual effect on the opponents is the same, yet in one case the opponents are highly protected and in the other case the opponents have no protection—only the hope of a disaster on the offenders’ part. The idea is to play conventions that you can remember.

“When a pair plays Flannery, they should be required to remember. When a pair plays sophisticated double/save methods they should be required to understand and remember their methods. We shouldn’t need to delve into the opponent’s system documentation to determine what remedies the laws provide depending on which partner turns out to be correct or which player we believe (or by default generally disbelieve) in absence of overwhelming evidence. The poor opponents have been disadvantaged equally in either case.

“Laws don’t provide a remedy? I believe we can leave the laws alone and just consider that representing an explicit understanding that doesn’t really exist constitutes MI. I am not referring to some inference on the fourth round of bidding, but conventions/treatments every pair should either know and remember or not be playing. There needn’t be any different standards than now, just the elimination of the 25-50% of the time the offenders legally escape culpability for MI.

“Now having said all this, I would like to reiterate that I believe MI cases are decided too harshly when MI is determined. This is not the same as UI. The offenders are not trying to take advantage of anything. Any adjustments should be as equity based as possible under the ACBL adopted laws. The non-offenders and offenders should receive the most likely result leaning slightly against the offenders, but only if it is close. The offenders are already at serious risk of perpetrating their own disaster, and this should be the primary motivation to know their system. Accidentally creating havoc with the opponents through a misbid should also be deterred by considering it MI, unlike now.

“Is anybody out here with me? Bart? Wolffie? I know that I’m not alone. Let’s see some other people ranting!”

☞ But you do it so well, Howard, that the rest of us can't help but sit back in awe...or maybe that's "Aww."

As I said in the San Antonio casebook, if we adopt Howard's approach, players would never Alert questionable calls: If they Alert and express doubt, they get hammered for "creating doubt." If they Alert and their explanation doesn't match partner's hand, they get nailed for MI. But if they don't Alert and claim no understanding, they can't be held accountable: "Well, we did discuss it but I never agreed to play it." Using Howard's approach, by not Alerting doubtful calls players get to keep the opponents in the dark without jeopardy to themselves. But if they Alert and explain what they believe is going on, they get penalized for either "creating uncertainty" or MI. Uh, let's see, should I Alert or not Alert? Hmm...

How often are players' agreements fuzzy? I'd guess it's more the norm than the exception. There is no law that requires players to know or remember their agreements unless their constant forgetting becomes disruptive to the game. It is certainly to a pair's advantage to know what they're doing. But if the opponents can profit when a pair forgets, they can occasionally get fixed that way, too: "I forget if that's forcing. Oh well, when in doubt, bid one more." How often do we see cases involving fuzzy agreements? All the time. If we punished everyone who forgets an agreement, we could hold our tournaments in phone booths.

A player picks up ♠xx ♥QJ98x ♦Axx ♣Jxx. The auction, beginning on his left, proceeds 1♥-1♠-2♥. In this situation he's agreed to play responsive doubles (which he's used to playing when partner doubles, but not when he's overcalled), but he doubles anyhow (maybe he hopes partner will be able to read it with his heart void; or maybe he just forgot or doubled too quickly, reflexively). Should partner with his heart void Alert the double as responsive? That's their agreement. No problem? Then can he back his judgment and pass (collecting 500 against air)? That's okay too? If the doubler forgot the bid earlier in the tournament, or is so inexperienced that his partner knows that forgetting is likely, can he add "But he forgets a lot"? Isn't that representing an agreement that Howard says "doesn't really exist"? They will get pilloried for fully disclosing but will get off scot-free if they withhold that the doubler has been known to forget and have hearts—even if the convention is clearly marked on their convention card. Bah!

I'm guessing that Howard would say that the player with the void should just not Alert (since there's no agreement). Fine. But what happens when the doubler shows up with ♠x ♥xxxx ♦QJxx ♣KQxx and really intended the second double as responsive (in spite of his four hearts)? Now, when the double is pulled by partner and the opponents could have competed successfully for the partscore but don't because they had already been "penalty doubled" at the two level, is that just their tough luck? Will we tell them, "Sorry, it's just rub-of-the-green"? No matter there was a failure to Alert. Hah!

Sorry, but masterminding the Alert procedure and allowing players to make on-the-fly decisions to ignore full-disclosure requirements is just plain wrong. We can handle the two or three cases a year like the present one by letting the score stand, giving the opponents our sympathies, and pointing out to them that they were not only told what the bid meant but also that the player tended to forget it. What we can't handle is the Pandora's box of cases the alternate approach would unleash.

Alert and disclose by the rules; use any AI to its best effect; but expect no guarantees.

Our final panelist is in the almost unique position to comment on this situation and assume some of the blame.

Kooijman: "Interesting twins, CASES THIRTY-SEVEN and THIRTY-EIGHT. Am I wrong to say that exchanging the two cases among the Committees would have led to reversed decisions? Or might the level of the players (which I don't know) have influenced the decisions? This Committee doesn't use the convention card to decide whether the convention was played but states that 'N/S weren't really playing this convention,' as East in CASE THIRTY-SEVEN wasn't playing the

agreement. Inconsistent decisions and I am to blame because the laws are not adequate. As the laws are now, I like to allow this N/S to keep their result. What better can North do than to explain the convention they agreed and to add that his partner might have forgotten it once more? A more complete explanation does not seem possible. I consider the decisions in this case to be made in the interest of bridge. But jurors giving top marks in THIRTY-SEVEN and THIRTY-EIGHT have to explain something."

☞ Indeed they do!

We know who you are and where to find you.

CASE THIRTY-NINE

Subject (MI): Hoist On Their Own Petard?

Event: Flight A Swiss Teams, 21 Nov 99, Second Session

Bd: 15	Sarah Wiener		
Dlr: South	♠ 432		
Vul: N/S	♥ 7		
	♦ AKQ974		
	♣ 1032		
Preston Morrow	Gerrie Owen		
♠ AJ95	♠ K1086		
♥ J1093	♥ K8542		
♦ 8	♦ 1032		
♣ J865	♣ 7		
	Joe Aramowicz		
	♠ Q7		
	♥ AQ6		
	♦ J65		
	♣ AKQ94		
West	North	East	South
			1NT
2♣(1)	3♦(2)	Pass	3♥
Pass	3NT	All Pass	
(1) Suction (♦'s or ♥+♠)			
(2) Alerted; Stayman			

The Facts: 3NT made five, +660 N/S. The Director was called when dummy came down. North intended 3♦ as natural and did not correct the misexplanation before the opening lead. West stated that he would have led a spade if he had known that 3♦ was natural and the final contract was 3NT. East stated that she would certainly have saved in four of a major with the correct information. The Director ruled that North was required by law to correct the misexplanation and that with the correct information East would have known that West held the majors and not diamonds. The Director changed the contract to 4♥ doubled down one, +100 for N/S.

The Appeal: N/S appealed the Director's ruling. N/S had discussed Lebensohl but were a new partnership. South thought that 3♦ was a Lebensohl-style cue-bid asking for a major in that diamonds was one of West's

possible suits. North did not agree that this method applied and in fact affirmed that no such discussion had occurred. South considered himself stuck for a bid and without a diamond stopper chose to bid a three-card heart suit. North thought the final contract would never have been 4♥ doubled since she would always have bid 5♦ in that case. South thought that North's correct bid over 2♣ was 2♦. East told the Director that she would have "sacrificed" if she had known that 3♦ was not Stayman. At this vulnerability and knowing that a nine- or ten-card fit existed she thought saving was clear. East said she thought her partner held diamonds and that North held one of the majors and South the other. She said she gave no thought to raising diamonds nor did she consider doubling 3♦ (which would have had no agreed meaning within the E/W partnership.)

The Panel Decision: N/S did not seem to have a clear understanding of what constituted an agreement and how MI might have played a part in the Director not allowing them to bid 5♦ after East's presumed 4♥ bid and South's presumed double. The Panel agreed that E/W had been given MI (Law 75). Three experts were consulted to help determine whether this MI could have damaged E/W. Law 21 specifies that when it is too late to allow a player to change a call that was made as a result of MI, Law 40C gives the Director the option of assigning an adjusted score if he believes the MI resulted in damage. If North had spoken up prior to the opening lead, the Director would have given West a chance to change his last call (although it would have been too late to do the same for East, whose call might realistically have changed). Two experts thought the explanation of the 3♦ bid was improbable, but not enough so as to forfeit E/W's right to protection. They thought

East's failure to double 3♦ was a serious bridge error and that failing that, she should have bid 4♦. They also believed strongly that N/S deserved a penalty for their role in all of this. The third expert thought that an expert should have figured out what was happening but that players at this level (1100-1700 masterpoints) might easily be confused and unable to recover. He estimated that, had East been given the correct information, 90% of the time the final table result would have been 4♥ doubled down two, +300 for N/S. This estimate closely matched the Panel's judgment regarding damage and more than fulfilled the threshold for a score adjustment (Laws 40C and 12C2). Down two seemed both "the most favorable result that was likely" for E/W and "the most unfavorable result that was at all probable" for N/S. The contract was therefore changed for both sides to 4♥ doubled down two, +300 for N/S. In addition, N/S were assessed a 1-VP PP for North's failure to correct the MI before the opening lead (Laws 75D2 and 90A).

DIC of Event: Ron Johnston

Panel: Matt Smith (Reviewer), Charlie MacCracken, Roger Putnam

Players consulted: Brian Glubok, Marc Jacobus, Michael Polowan

Directors' Ruling: 70.7

Panel's Decision: 85.9

✍ The obviously limited expertise of the players in this case makes it difficult to assess what should be done. Let's start with a brief analysis.

First, just because diamonds was one of West's possible holdings doesn't make a diamond bid by North a cue-bid (for Lebensohl purposes); many would treat a 2♦ bid by North as either natural or a transfer (i.e., "system-on") and the jump to 3♦ as natural and either invitational or forcing. None of this would be obvious to E/W. Second, an expert might treat a double of 3♦ by East as pass-or-correct ("pass if this is your suit; bid a major otherwise") but undiscussed there is considerable risk that partner might not read it. Third, given West's minimalist shape, it is not clear that East should take any action unless she is sure that West has the majors—and maybe not even then! Fourth, I have no idea what 4♦ by East should be, but East's hand probably doesn't qualify for it whatever it is. All in all, this is a fine mess.

Before I express my own thoughts on how to resolve this case, let's hear from our other panelists. One group agrees with the Panel that E/W were damaged and deserve redress, and that N/S deserved the PP.

R. Cohen: "The Director almost got it right and the Panel was right on—including the PP."

Endicott: "Ah, at last, a PP. Quite right, too."

Gerard: "Let me get this straight. West competed on four-four and two of the experts wanted East either to make an undiscussed double of 3♦ or bid 4♦? No wonder the Panel disregarded their advice. The other guy got it right in all respects."

Treadwell: "Although East was somewhat remiss in not taking some action, this was due to lack of experience. Certainly a proper Alert and explanation of the 3♦ bid would have given East a much easier road to the best result for their side. The Panel and the experts consulted got this one just right, including the penalty to N/S for failure to correct the MI before the opening lead."

✍ A second group agrees with the Panel's decision but not with the PP.

Rigal: "Generous Director ruling for E/W but in the circumstances that seems acceptable. (I only see eight tricks on an early trump lead by North and since East is likely to be declarer, that makes the defense not too challenging.) So good work by the Panel here. I would not have penalized N/S for the infraction—these positions are difficult enough at the best of times and a warning would have been

sufficient. In my opinion a PP plus an adjusted score should be very much the exception. If you give the offenders a favorable result, the PP becomes more of an option.”

Rosenberg: “Don’t agree with 1-VP penalty. If North deserved a penalty (which she would if experienced enough) it should be like ‘points on a driving license.’ 5♦ might well be defeated by an unlikely heart lead. I guess 4♥ doubled down two is reasonable.”

Stevenson: “It is not immediately apparent that North knew what their agreement was nor that South had mis-explained it. While it would have been sensible of North to explain at the end of the auction, or at least to ask for advice from the Director, it is not obvious that it is worth a PP when she did not.”

✍ A third group (of one), like the last group, is willing to accept the Panel’s decision (but not the PP) but also harbors serious misgivings about E/W’s role in all of this.

Bramley: “Acceptable decision, but the PP is vile. This was not brutal abuse of standard procedure. Besides, N/S had already done worse by appealing. I’m uncomfortable with the idea that E/W, playing a disruptive and unusual convention, jockeyed N/S into a misunderstanding, failed to bid their own cards maximally, and then called the cops. East’s pass over 3♦ looks like the action of a player who knows that the opponents may be having a misunderstanding. Only N/S’s equally inept performance pointed to an adjustment.”

✍ The fifth and final group is not only uneasy with E/W’s role in all of this but is unwilling to give them more than minimal redress for what is seen as their complicity in this confusion.

Bethe: “North, encountering a strange method which he and his partner have not encountered, invents a bid. South reasoning by analogy gives the opponents the benefit of her confusion. An opponent who wants to support either partner’s diamond suit or partner’s majors doesn’t act either by doubling 3♦ or by bidding 4♦ over 3NT. And we now want to protect this pair? No. Had East been given the correct information (‘I think it is Stayman but we have not actually discussed it’) she would be no more likely to act than she did in the actual case. North should have corrected the MI before the opening lead and West should be allowed to lead a spade, resulting in +600 for N/S. The PP was fine.”

Polisner: “Well, another example of a pair using a difficult-to-defend convention, having the opponents screw up their defenses, and then crying for help when things go badly for them. In this case, it is reasonably clear to me that N/S had no understanding as to the meaning of 3♦ and South was trying to live up to his Alert responsibilities even though he was unsure of the meaning. Isn’t suction a convention for which defenses are suggested in the yellow book? [The yellow book deals with defenses to artificial preempts, not to opening notrumps.—*Ed.*] If not, it should. I would be reluctant to give any redress; however, I could live with the +300 for N/S if pushed.”

✍ Well, we’ve heard a wide range of proposed solutions and, as you might have already guessed, mine is “none of the above.” Here are my observations.

First, E/W were playing a largely unfamiliar and difficult-to-defend convention which they played in aggressive (“pushy”) style. Still, such defenses are legal in the ACBL and players are expected to prepare to cope with them—especially in NABC+ and Flight A events. We cannot hold E/W’s methods against them unless they forget them routinely or in situations where it is to their advantage to create confusion or they fail to properly Alert and disclose their meaning. None of that

happened here.

Second, N/S were obviously confused by the E/W methods but they did have some agreements in place (i.e., Lebensohl)—although they were not adequately discussed. South’s interpretation of North’s 3♦ bid as a Lebensohl-style “fast cue-bid” (i.e., Stayman”) was bizarre to say the least. And it wasn’t the unusual methods which created the problem since other more common uses of the 2♣ bid (e.g., Meckwell, where 2♣=a minor one-suiter or both majors) would likely have caused much the same effect. With N/S’s defenses to bids like 2♣ inadequately discussed and understood, South quite overstepped his boundaries in describing North’s 3♦ bid to E/W in the certain terms that he did. Henry’s suggestion of an acceptable explanation is more appropriate. N/S did everything wrong, from misinforming E/W about their agreements to not correcting the MI before the opening lead. Yes, the opponents’ methods were “out there” but this *was* a Flight A event and N/S chose to play with the “big boys.” I would assign N/S the most unfavorable result that was at all probable, as the Panel did, assigning them the score for 4♥ doubled down two, +300. I also agree with the 1-VP PP since it should not accrue to E/W. This is akin to “tough love.”

Third, I agree with Henry that a better explanation of 3♦ by South would not have put East in any better position to act than he was actually in. If North had properly corrected the MI before the opening lead, West would have led a spade against 3NT and E/W would have been only –600. So that is all the protection they deserve. Thus, I would assign +300 to N/S and –600 to E/W.

Perfect. Everyone should be unhappy.

CASE FORTY

Subject (MI): Confusion Can Have Many Causes—Not All Redressable
Event: NABC Women’s BAM Teams, 22 Nov 99, First Final Session

Bd: 20	Ferne Kleban		
Dlr: West	♠ 83		
Vul: Both	♥ 1075		
	♦ 875		
	♣ Q10975		
Ling Gu	Yalan Zhang		
♠ A	♠ QJ764		
♥ AQ84	♥ J63		
♦ AKQ94	♦ ---		
♣ AK3	♣ J8642		
	Bobbie Gomer		
	♠ K10952		
	♥ K92		
	♦ J10632		
	♣ ---		
West	North	East	South
1♣(1)	Pass	1♦(2)	Pass
3♦(3)	Pass	3♠	Pass
3NT	All Pass		
(1) Alerted; strong, artificial			
(2) Artificial, negative; not Alerted			
(3) Natural, 19+ HCP; not Alerted			

The Facts: 3NT made five, +660 for E/W. After the opening lead was made (♥10) and dummy was tabled the Director was called. East’s 1♦ response had not been properly Alerted. West’s 3♦ bid was natural and showed 19+ HCP. The Director allowed the table result to stand.

The Appeal: N/S appealed the Director’s ruling and were the only players to attend the hearing. E/W were playing a forcing-club system. West’s 1♣ opening had been Alerted quietly. North apparently did not hear the Alert, but South did. The 1♦ bid was not Alerted. The auction then proceeded as shown and the Director was summoned after the opening lead and dummy was tabled. No questions were asked about the Alert during the auction. West explained that the 3♦ bid showed at least 19 points and was forcing. The opening lead of the ♥10 was ducked to the queen. The ♣AK were played and a third club was led to the queen.

North won and exited a club. South pitched diamonds on the clubs and declarer then took eleven tricks: three clubs, two hearts, five diamonds and one spade. South claimed she would have doubled 3♠ had she been given proper explanations of the bids, which would have led to one more trick on defense. When asked why she did not double anyway and why she did not keep her diamonds she said she was confused by the auction.

The Committee Decision: The Committee agreed that there had been very minor infractions by E/W: a failure to ensure that the Alert was heard by both opponents and a failure to Alert 1♦. However, the South player was aware of the Alert of 1♣, had ample opportunity to ask about the auction, and no excuse not to double 3♠. With no Alert of the 3♦ bid in a Precision auction, South should have known that the bid showed diamonds as well as the 19+ points described. Therefore, the Committee believed that the Director had ruled correctly. The N/S pair had approximately 2500 and 4000 masterpoints and were playing in the finals of the Women’s BAM Teams. The Committee discussed whether or not an AWMPP should be issued. The decision was very close, but the Committee decided that an educational warning was more appropriate in this case.

DIC of Event: Henry Cukoff
Committee: Doug Heron (chair), Phil Brady, Barbara Nudelman, Dave Treadwell, Jon Wittes

Directors’ Ruling: 92.4 **Committee’s Decision: 90.3**

✍ I can’t imagine what South would have done differently had the 1♦ bid been Alerted. She heard the Alert of 1♣, presumably knew it was Precision (since she didn’t inquire) and so should have known what the 1♦ bid meant. In any case, West’s 3♦ bid was self-explanatory. If anything the Alert of 1♦ would have made the double of 3♠ by South less likely since, in the actual auction, E/W might appear to have found a diamond fit and so 3♠ might have been a short stopper or a cue-bid rather than a suit. Thus, the Committee was right on target with their observation that South had no excuse not to double 3♠. I would have voted for an AWMPP to N/S here for wasting everyone’s time and trying to gain in Committee what they couldn’t manage to win at the table. Agreeing are...

Bramley: “Apparently this E/W pair somehow induces Committees not to impose AWMPPs on their opponents. (See CASE EIGHT.) Once again the Committee should have given one. The N/S contentions were ludicrous.”

Gerard: “Very close? Very close? Are you nuts? Still bending over backwards to enlighten our players, I see. I’m sure our international guests are impressed.”

R. Cohen: “What a waste of the Committee’s time. When you play with the big girls, you shouldn’t get away with such an appeal. A speeding ticket was warranted.”

Weinstein: “Several steps back for detente. Apparently E/W switched around their first and last names overnight. This was as silly a protest as the protest against this E/W in CASE EIGHT. As in that case, I believe that the protesting pair’s penalty for an AWMPP should be based upon Chinese human rights guidelines and not constrained by American mores. The Committee in CASE EIGHT rightly believed that a AWMPP is more educational (though not nearly educational enough.)”

✍ Chinese names are normally written family name first and given name last (e.g., Weinstein Howard), often creating confusion among Westerners, especially journalists, who are unfamiliar with this practice. Some leave the names in their Chinese format while others switch them to the form Westerners expect. To complicate matters further, some Chinese switch their names for our benefit, only to find that they are occasionally switched back by unsuspecting reporters. Just for the record, the E/W names here are reported in Western format (Howard Weinstein) while those in CASE EIGHT were reported in Chinese format. I should have changed the names in CASE EIGHT to the format reported here, but failed to notice it in the rush of getting the cases out to the panelists. I’ve decided to leave the names as they were originally reported, largely to shed light on the problem.

Polisner: “This Committee must have been feeling generous in not giving an AWMPP. If a pair with 2,500 and 4,000 masterpoints doesn’t know that this appeal was a total waste of peoples’ time, they should learn the hard way.”

✍ One panelist pointed out the N/S captain’s culpability in this. I agree and hereby extend the AWMPP offer to her as well.

Endicott: “I would have liked to know more about the captaincy of the N/S team. A captain of any experience who consented to this appeal would be deserving of a more expensive education.”

Treadwell: “An easy and correct decision to give no redress to the appellants, but why no AWMPP award?”

Rigal: “The Director and Committee made the right ruling and decision here

(slightly generous to the non-offenders but their opponents were clearly on another planet). As to the AWMPP I agree that it was close and given the combination of non-Alerts I can live with no award, but in the final of a National Event we expect more focus from all four players here.”

Stevenson: “I think it important that players, when Alerting, realize they are responsible for the Alert being seen by opponents, so the infraction is not so minor. However, the soft Alert seems to have caused no damage. Did South not know her opponents’ basic system? The whole affair seems, despite the infractions, to be an effort by South to recover through the Director and the Committee what she had lost through her own mistake.”

☞ Yes indeed, players are responsible for making sure their opponents register their Alerts. This is often easier behind screens, where there is only one opponent to deal with (even so, we have had cases where this was not done). Without screens it is more difficult since not only do some players refuse to give any indication that they have seen an Alert but both opponents may acknowledge it simultaneously, making it difficult to see them both. At least when one player has acknowledged seeing and/or hearing an Alert, we know it was made.

Rosenberg: “I hope that ‘educational warning’ was pretty stern.”

☞ It couldn’t have been stern enough for most of us.
One panelist is still interested in penalizing E/W for their Alert-procedure failings. At least he supported the ruling, the decision and the AWMPP.

Bethe: “How about a 0.1 board penalty for a major Alert procedure violation? I am under the impression that players are responsible for making sure the opponents acknowledge Alerts. So East needed to see North respond to the Alert in some way and West had to Alert 1♦. None of this affects the N/S result: After trick one, South knew that West had long diamonds and four hearts. It is hard to see how having the correct explanation of the auction would have helped South. After all, 3♠ doubled is cold for +930 and she had the correct explanation by the time it really mattered. If these players are really that experienced, an AWMPP was called for.”

☞ When one opponent registers the Alert, it can hardly be called a “major Alert” violation. (Even calling it a “minor” violation may be carrying things a bit too far.) I am encouraged that the entire panel called for an AWMPP (except for Michael, whose religion seems to prohibit such things). Maybe we can get to the point where we all see and agree that AWMPPs are necessary, at least as warnings, without which we have no reliable way of tracking repeat offenders.

Kooijman: “Good decisions, nice example showing that not Alerting does not automatically lead to damage and redress.”

Subject (MI): When I Say “Pass” It May Mean “Bid Partner”—Or Not
Event: NABC Open BAM Teams, 22 Nov 99, Second Final Session

Bd: 4	Jeff Roman		
Dlr: West	♠ J10754		
Vul: Both	♥ 1095		
	♦ J2		
	♣ J72		
Robert Stolinski		Leszek Rabiega	
♠ 3		♠ AK98	
♥ J82		♥ 643	
♦ KQ863		♦ 1095	
♣ AKQ8		♣ 1095	
	Mark Umeno		
	♠ Q62		
	♥ AKQ7		
	♦ A74		
	♣ 643		
West	North	East	South
1♦	Pass	1♠	Dbl
Rdbl(1)	Pass	Pass	1NT(2)
Dbl	2♣	Pass	Pass
Dbl	Pass	Pass	Rdbl
All Pass			
(1) Alerted; no questions asked			
(2) Before bidding South asked about the Rdbl (it showed 3-card ♠ support)			

The Facts: 2♣ redoubled went down four, +2200 for E/W. The Director was called when West showed out on the second spade during the play. E/W’s convention card was not marked “Support Rdbl.” E/W stated that 1♦ usually showed a five-card suit unless opener had four diamonds and five clubs or was 1-4-4-4 or 4-1-4-4. N/S played North’s second pass for penalty over a penalty redouble but not over a support redouble. North said he would have passed the redouble for penalty if there had been no Alert. The Directors believed that N/S did not have a plus score available as their analysis of the play in 1♠ redoubled suggested that declarer would always make seven tricks. The smallest minus for N/S was judged to be in 1NT doubled. Consequently, and based on the result at the other table (E/W were +120), the Directors ruled that the table result stood (since a score adjustment would not have changed the BAM result).

The Appeal: N/S appealed the Director’s ruling. Only North attended the hearing. He stated that, while his pass of a “support” double was defined as neutral, it would have suggested playing 1♠ redoubled had his side known that the redouble was penalty oriented. If South also then judged to pass, the contract could have been set on perfect defense.

The Committee Decision: Given E/W’s absence, the misexplanation/misbid issue was decided prima facie in N/S’s favor (extrapolating from support doubles, which were marked on E/W’s convention card, to their playing support redoubles was not believed an appropriate concession to make to an offending side). However, the Committee also decided that N/S’s contention that they would have been able to play in 1♠ redoubled and then find the double-dummy defense to set the contract to be too unlikely to assign to either side. (To defeat 1♠ redoubled South must cash the ♥AKQ and ♦A, then lead a fourth heart for declarer to ruff in dummy as North and East both pitch diamonds. Declarer then cashes the ♣AKQ and leads his fourth club, ruffed by North and overruffed by both East and South. South then leads a diamond for North to ruff and when he exits with the ♠J the defense must come to one more trick for down one.) Barring this assignment, there were easily in excess of ten possible outcomes which the Committee could envisage (1♠ redoubled either making or down one; 1NT down one or two; 1NT doubled down one or two; 2♣ doubled or redoubled; 2♥ doubled down three; 2♠ doubled down one or two, to

name a few). All of these were relatively unlikely but, given that 1NT had actually been doubled at the table, it was not deemed appropriate to cancel that double. Thus, the play in 1NT doubled had to be considered. Down one required at least one slip on defense, but the Committee was fortified in making this adjustment by the fact that this had actually been the result at the table of one of the Committee members. Accordingly, 1NT doubled by South down one, +200 for E/W, was awarded to both sides. Although the Committee acknowledged that 1♠ redoubled down one was not a totally inconceivable result, it was judged just too unlikely that N/S could play there. The final issue was whether to assess a PP against E/W for their failure to know and properly Alert this relatively straightforward convention. The Committee issued a one-tenth of a board PP (those ranging from one-tenth to one-quarter of a board were considered) to E/W to make clear their need for better partnership agreements. (The PP was not to accrue to N/S.)

DIC of Event: Henry Cukoff

Committee: Barry Rigal (chair), Harvey Brody, Dick Budd, Ellen Siebert, Riggs Thayer

Directors' Ruling: 72.1

Committee's Decision: 71.5

✍ This case was complicated, so let's hear how the various panelists would have sorted it all out. First, the Committee's chairman.

Rigal: "The Committee made the biggest adjustment I have ever seen at BAM without changing the board result. The successful defense to 1♠ was deemed to be far too improbable to be given to the non-offenders, particularly in the context of North not necessarily opting to play for penalties or South believing him if he did (or even the Committee believing that this method was in play). The defense to 1NT to allow it to escape for one rather than two down might seem unlikely but it seemed at the time to meet the appropriate criteria and, as it turned out, would not have affected the BAM result anyhow. The PP was issued on the basis that having given to E/W with one hand we were entitled to take it back with the other. But it also seemed right to warn E/W about the consequences of inferring an agreement when none existed."

✍ So there you have it: the Committee giveth and the Committee taketh away. Most panelists think that North being able to pass the redouble for penalties (or even knowing that he wanted to) is not within the realm of possibility. Still, even with this common view the proposed resolutions differ considerably. First we'll consider those panelists who support the Committee's decision.

Weinstein: "Fourth best lead by West and a spade to the queen will make 1NT, but probably isn't likely enough to consider. Basically agree with the Committee, but the PP is inappropriate at best, illegal at worst."

✍ Howard is with the majority of our panelists who reject the PP against E/W for forgetting their agreement. I agree. Unless there is evidence that E/W have made a habit of it and continue after having been warned, there should be no PP. Barring them from using the convention after several forgets would be a preferred approach. If they forget other conventions as well, then a PP may be appropriate.

The next two panelists also support the Committee's decision. One supports the PP; the other an AWMPP.

Treadwell: "The Committee made a good assessment of this hand in giving a table result of -200 for N/S. (Apparently they did not know, which is quite proper in this type of event, what the table Directors knew, that -200 was no better for N/S than -2200. It was also appropriate to assess a small PP to E/W for causing the imbroglio."

Kooijman: "Given the form of contest N/S should not have appealed the Directors' ruling. Isn't that an argument to assess an AWMPP?"

✍ The next group of panelists think the table result should stand. N/S, they argue, would never have been able to play 1♠ redoubled and...., well, they'll explain their various reasons for their position.

Bethe: "How can North claim he would make a penalty pass of 1♠ redoubled until he sees partner's hand? After all, isn't something like 2-4-2-5 far more likely than 3-4-3-3? If West passed the double, North would bid 2♣. North presumably passed the redouble because of the Alert and the fact that he assumed that this was support and therefore would not be left in. He did not ask before passing. South removed because it was support. So one possibility is that West forgot what he was playing, presumably, and N/S want: (1) the proper Alert; (2) West to have forgotten; and (3) to look at each others' hands before deciding what to do. *West is allowed to forget.* If West forgot there is no violation and everyone keeps their score.

"Now our presumption is that the bidder is right. So E/W do not play support redoubles and there has been MI. But how did that affect the result? North, given the correct explanation, could not possibly have passed a penalty redouble. Opposite, say, ♠Qx ♥AKQx ♦Ax ♣10xxxx, the potential cost is too great. 2♣ is probably only down one, 1♠ is likely to make and no one has doubled 2♣ yet. Where is the damage? The Committee did not adequately explore the alternatives and accepted too readily North's contention that he would have passed a penalty redouble."

Polisner: "N/S were really stretching. They were in the soup with or without MI (if there was any). I would have allowed that table result to stand as there was no reason for North to do anything except pass. I still reject any concept of issuing a PP for forgetting a convention; any more than for forgetting to open the bidding with 16 square. It is all part of the game."

Stevenson: "After an infraction, the non-offending side is required to continue to 'Play Bridge.' Is the redouble of 2♣ and its pass by partner playing bridge? Did the Directors know the result at the other table before they deliberated? True, it may save time, but it seems an undesirable practice. It is much easier to make reasoned decisions for players without knowing the effects."

✍ Henry thinks that even given the right information North would still have been unable to pass 1NT doubled. Since N/S ended in 2♣ redoubled as it was, there is no reason to think they would have done any better otherwise. Jeff says they were in the soup whatever they did and North had no reason to do anything other than pass in any case. He made his own bed. David thinks along similar lines that North's 2♣ bid and then pass of the redouble represents a failure to continue to play bridge. (It's hard to love that pass of 2♣ redoubled, isn't it?)

The next panelist doesn't care what result is assigned, or apparently what the reason is for assigning it, as long as it's at least +200 to E/W. Thanks for the insight, Ralph. Blinded by the light from the other table?

R. Cohen: "The Director was correct in awarding at least +200 to E/W. Since this was BAM, any additional amount of plus was not crucial. I don't believe the PP was merited."

✍ The following panelist thinks N/S were not only misinformed but damaged. But since North could not have passed 1♠ redoubled for penalties, and would not want to, he would have started the running more intelligently with 1NT and ended up in his side's best spot, 2♥ doubled down two.

Bramley: "N/S have a penchant for complex low-level judicial problems. Where

should I begin?

“For starters, I think there is no chance that North would have elected to pass 1♠ redoubled for penalties. He could expect the contract to make, usually with overtricks, and he could hope that his side had at least an eight-card fit in clubs or hearts. He would probably bid 1NT (my choice), later redoubling to get partner to bid his better suit. This plan would lead to 2♥ doubled, with down two by far the most likely result. Therefore, that is the result I would have assigned to both sides. Of course, I would not give E/W a PP. The analysis of 1♠ redoubled, both by the Director and the Committee, leaves a lot to be desired. Many lines are possible after South cashes the top hearts, but my analysis is that most of them lead to down one. The supposed double-dummy defense is not necessary. For instance, suppose South shifts to a trump at trick four, then leads the fourth heart when he is in with the ♦A. North pitches a minor-suit card and East is held to three minor-suit winners and three trump tricks. Even on the wooden defense of three top hearts followed by ace and a diamond, I cannot see a line to make it without defensive help.

“Given that N/S required a huge parlay in Committee to win the board, namely being allowed to defend and defeat 1♠ redoubled, and that their argument in favor of reaching that contract was especially weak, I consider their pursuit of this case unduly litigious. Since the Committee properly reduced the E/W score to something printable, I suppose that no AWMPP can be given to N/S. But that is only because the Committee theoretically should not have known that the adjustment was irrelevant to the BAM result.

“The Committee did well to assign a result, even though they knew the exact result would not matter. The Director should have done the same. Knowing the other table’s result is not an excuse for an incomplete job.”

☞ Is N/S’s appeal really unduly litigious? “Not so,” says Ronnie.

Gerard: “Wrong. North would have had a penalty pass available. As usual behind a redouble, it would only have been a suggestion, not a command. Not being in the passout seat lends a degree of flexibility to these actions not otherwise available; just because North wouldn’t have passed if West had passed doesn’t mean he wouldn’t have offered up 1♠ redoubled if South was willing. Hasn’t that ever happened to you? Partner makes a takeout double and you’re wondering which of your non-suits you will pull it to until your RHO rescues you with a redouble over which you can pass for penalties? In the actual auction, penalty pass would be the expert meaning, unless the expert consultant from CASE THIRTY-THREE could confirm that it just means ‘no preference.’ Oh wait, he’s on this Committee too, let’s just ask him. Regardless, if there were the respective 12C2 chances of North passing the redouble, 1♠ redoubled should have become the final contract. I don’t understand why this was so unlikely; doesn’t it look like at least 1-in-3 that North would pass? South’s question about the meaning of the redouble might well have indicated that he would have passed a penalty redouble. If you don’t pass with that South hand, you never will.

“But the play’s the thing. The Directors thought 1♠ was laydown. The Committee thought it took double-dummy defense to beat it. Am I the only one out of step here? What’s double dummy about leading a spade to trick one, two, three or four? Or, for that matter, a club. Can’t anybody here analyze this game?”

☞ Ron is being consistent here with his analysis of CASE THIRTY-THREE. There he also claimed that pass said “I want to play here” but his argument makes a lot more sense in the present auction. Of course North’s offer to play 1♠ is not likely to be based on strong trumps (but may be based on long, weak ones) since he did not bid some number of spades over 1♦ (here the vulnerability comes into play). But if South’s double could be based on general strength (as it was) rather than the other two suits, spades could be N/S’s best fit when the redouble is not support. Did anyone bother to find out what a 1NT bid by South would have been? If N/S played it as Sandwich, as many do, then a double might be made with a strong notrump-

type hand. And surprise, spades was N/S’s only eight-card fit.

Next, Ron is right that 1♠ redoubled can be defeated on any of several lines of defense. If N/S can arrange to defend 1♠ redoubled, then it is not at all unlikely that it would be beaten. Since North summoned the Director early in the play (when West showed out on the second spade) and said he could have passed 1♠ redoubled to play if he’d known the redouble was not support, why was his contention so widely rejected when he made it before he saw the whole hand and when, as Ron points out, it is eminently plausible?

I think Ron has hit the nail on the head with his analysis. Is it not likely that N/S might have defended 1♠ redoubled? The defense to defeat it is not as obscure as the Committee thought. I make it “at all probable” and would have assigned E/W –200. As for N/S, I am right on the fence, not unlike the next panelist.

Endicott: “Yes, or no perhaps. Those who follow my themes regularly may not be surprised if I cast a hungry look in the direction of Law 12C3.”

☞ Yes, 12C3 would be a nice weapon to have in our arsenal on this case.

Finally, even if you don’t agree with Ron’s and my position, there may be something else you’ve missed.

Rosenberg: “A lot of stuff here. N/S would have to go some to convince me that they would have known that pass was penalty, especially considering they didn’t have the method to avoid a three-three fit. In my opinion, when pass of a redouble is penalty and when pass is forcing are two things that *should* be on the convention card, as opposed to some of the unnecessary stuff that’s there now. 2♥ might go down only one after three clubs, then spade, spade, spade ruff, since the ♥10 provides an entry to the spades. The Committee seems to have totally missed the point that West’s double of 1NT was almost certainly based on UI. Having already shown a strong hand, *why double with a minimum?* So 1NT undoubled should be the final contract and down one is appropriate—easy hand to misdefend. Of course, I disagree with the PP.”

☞ Michael makes an excellent point. Perhaps, if we are unwilling to accept 1♠ redoubled, we should at least remove the double of 1NT as being based on UI. As I said at the beginning, this is a very difficult case. Take a point if you arrived at one of the earlier decisions after considering (and rejecting) Ron’s and Michael’s arguments. Take a bonus point if you changed your mind after reading either of these panelists’ arguments. Take no points if you just rejected out of hand that N/S couldn’t defend 1♠ redoubled because you couldn’t have in your partnerships.

CASE FORTY-TWO

Subject (MI): The Meaninglessness Of Cue-Bids

Event: Stratified Open Pairs, 22 Nov 99, First Session

Bd: 21	♠107		
Dlr: North	♥ KQ		
Vul: N/S	♦ 72		
	♣ AQJ10842		
♠ KQ984	♠ A6532		
♥ J87	♥ 10652		
♦ Q106	♦ 95		
♣ 65	♣ 93		
	♠ J		
	♥ A943		
	♦ AKJ843		
	♣ K7		
West	North	East	South
	1♣	1♠	2♦
2♠	3♠	4♠	Dbl
Pass	5♣	Pass	6♣
All Pass			

The Facts: 6♣ made seven, +1390 for N/S. The Director was called at the end of the hand. North's 3♠ bid was questioned. South said he had no idea what it was. North intended it as asking for a spade stopper but did not volunteer this information before the opening lead. North claimed that she had been told at this tournament by a Director that she could not correct MI by her partner. East said he would have led the ♠A if he had been properly informed. The Director ruled that there had been MI and awarded one trick to the defenders. The contract was changed to 6♣ made six, +1370 for N/S.

The Appeal: N/S appealed the Director's ruling. North said she intended 3♠ as a request for further information about South's

hand. South reiterated that he had no idea what the bid was. N/S played together about three times per month but South had only 130 masterpoints. He had never heard of a cue-bid asking for a stopper in the opponents' suit. East said he would have led the ♠A had he known North was asking for a spade stopper.

The Panel Decision: One expert consulted said there would have been no difference in the information if North had volunteered the correct explanation. The cue-bid was uninformative. The other expert consulted said that the ♠A was the standout lead as South was known to have a diamond suit that would provide discards for North. The Panel therefore allowed the table result to stand.

DIC of Event: Chris Patrias

Panel: Charlie MacCracken (Reviewer), Ron Johnston, Matt Smith

Players consulted: Mike Passell, Paul Soloway

Directors' Ruling: 57.9

Panel's Decision: 94.5

☞ Is this a joke? Are we on Candid Camera?

North makes a cue-bid which might show a control, ask for a stopper, or simply say "I have no clear direction, tell me what you think." South, owner of 130 masterpoints, has no idea what it means (nor do I) and then proceeds to prove it by doubling 4♠ with a singleton ♠J and an unbid four-card heart suit. Next E/W want a second shot at the elusive gold ring that was easily within their grasp a moment earlier. I know one thing, I want to give E/W an AWMPP. If only the table Director had cooperated. Right, Bart?

Bramley: "North was under no obligation to explain the meaning of a bid for which her partnership had no understanding. Somebody should have told North that she

is obligated to correct MI. Here, however, there was *no* information! The Director should have allowed the table result to stand. If so, an appeal by E/W would have deserved an AWMPP. Actually, their Director call *did* deserve one."

Polisner: "North had no obligation to inform E/W of her 'intention' when she bid 3♠ unless there was an agreement to play western cue-bids to ask for a stopper in the opponents' suit. Unless that was the N/S agreement, either actual or by experience, there was no violation of law or procedure."

Stevenson: "Another attempt by a pair to use the Director to correct their bridge mistakes. Fortunately, this did not fool the Panel."

☞ If you're not mad as hell yet, then Howard will stoke your fires.

Weinstein: "There was no MI since N/S had no agreement about 3♠ and in absence of an agreement North is under no obligation to inform the opponents how she intended the call. It should have been clear to East that the opponents had no partnership agreement from South's response. As the Panel suggests, even with proper information, the ♠A is still the standout lead. While we're talking about partnership understandings, let's check out East's overcall, his partner's 2♣ raise and his subsequent 4♣ call. Talk about your private understandings! I cannot comprehend the original Director's ruling. Please, Chris, tell me you weren't consulted on this one."

☞ As incomprehensible as the original table ruling was, the following two comments are equally puzzling.

R. Cohen: "The Director was right because North failed to correct his partner's misexplanation. The Committee was at least half right, since N/S +1370 and E/W -1390 was probably the correct adjudication."

☞ Excuse me, Ralph, but South gave *no* explanation—not a misexplanation. He had no idea what 3♠ meant. North can intend his bid to be anything he wishes, but without an agreement, "No agreement" is the *only* explanation. North regarding South's answer as MI (South hadn't properly read her mind) doesn't make it so.

Rigal: "The Director's ruling in the case of doubt about infraction and damage seems a perfectly fair one. Similarly the Panel's point about the ♠A lead also seems in point. I could have lived with letting the adjusted result stand, but the Panel came to a reasonable decision based on the players' opinions and I can see no reason to disturb that."

Kooijman: "Not a bad Director ruling, but with some earlier advice the appeal could have been prevented."

☞ I see no reason for the table ruling. 3♠ was the sort of bid that East could figure out from the auction as well as South. When North didn't sit for 4♠ doubled, a good guess would be that she wasn't cuebidding spade strength. Right, Michael?

Rosenberg: "Okay."

CASE FORTY-THREE

Subject (MI): I Never Promised You A Rose Garden
Event: Blue Ribbon Pairs, 23 Nov 99, First Qualifying Session

Bd: 22	Hjordis Eythorsdottir		
Dlr: East	♠ KQJ52		
Vul: E/W	♥ A10852		
	♦ ---		
	♣ 1087		
John Morris	Harriette Eaton		
♠ 86	♠ 9		
♥ 74	♥ Q63		
♦ AK109652	♦ J3		
♣ Q2	♣ AKJ9543		
	Valerie Westheimer		
	♠ A10743		
	♥ KJ9		
	♦ Q874		
	♣ 6		
West	North	East	South
		1♣	1♠
Dbl	4♠	Pass	Pass
5♦	5♠	All Pass	

The Facts: 5♠ made five, +450 for N/S. The Director was called when play was concluded. West had made a negative double. South played West for heart length and misguessed the ♥Q. Discussion with E/W suggested that West's bidding was erratic and that East could rarely be sure of what West had. Since both East and West asserted that the double normally indicated four hearts, the Director ruled that there had been no infraction and allowed the table result to stand.

The Appeal: N/S appealed the Director's ruling. East did not attend the hearing. North stated that after the round was over as West was leaving the table he said to her, "I can't believe you're going to appeal this" in a voice loud enough for several other tables to hear. West stated that he wanted to get in the bidding but couldn't bid 2♦, as

that would have been game forcing. He couldn't bid 3♦ as that would have been weak and he judged his hand to be too strong. E/W played together periodically, about 20-30 times total over the course of the previous five years.

The Committee Decision: The Committee believed that South had adequate information available to get the hearts right; the opening bid and the absence of a subsequent club rebid virtually excluded East from holding eight or nine clubs. Declarer could have ruffed more diamonds in the dummy and discovered that West had two spades, at least two clubs, and seven diamonds (and thus two or fewer hearts) before making her decision. The auction itself had strongly suggested long diamonds with West. Failure to guess hearts had been more a question of inferior technique than MI. The Committee allowed the table result to stand and came close to concluding the appeal lacked merit. The Committee also discussed West's subsequent conduct in loudly commenting to North from another table but decided not to take any action.

DIC of Event: Henry Cukoff
Committee: Henry Bethe (chair), David Berkowitz, Richard Popper, Ellen Siebert, Dave Treadwell

Directors' Ruling: 93.0 **Committee's Decision: 81.3**

✍ Yet another absurd appeal. The Committee apparently knew it but decided not to hit N/S with an AWMPP. It's time we started the clock ticking on these nuisance cases. I suggest that whenever a Committee fails to issue a clear AWMPP to players who deserve it, the point should accrue to them. Okay, guys, that's one.

Bramley: "Whether South could have played better is irrelevant. No infraction, no MI, no adjustment. Give N/S an AWMPP."

Gerard: "So come a little closer next time. Absolutely litigious."

✍ The next group of panelists is comfortable with the Committee's not issuing an AWMPP.

R. Cohen: "The Director was right on. The Committee was a little harsh on South. How many of them in 5♠ would have conceded a club to get a count of the opponent's hand in a matchpoint game? Wouldn't they try to make 7♠? Leaving the table result was in order."

✍ Uh, the Committee pointed out that when East did not rebid her clubs she was unlikely to have eight or nine of them (or even six or seven solid). West's 5♦ marks him with long diamonds (ruffing some in dummy will tell South precisely how many). East will then be known to have started with one spade, two diamonds (without the ace or king) and no more than seven clubs—thus at least three hearts. Without solid clubs and with only the ♦J on the side, East will be marked with the ♥Q. No club ruffs are necessary. But as simple (for an expert) as these deductions are, as the next panelist points out, South is not obligated to master them since (1) if there's no MI no adjustment is needed and (2) if there is MI, as long as South's play is not "irrational" for her level of play she is entitled to protection.

Polisner: "Several points: (1) If there is no MI, i.e., if E/W play negative doubles as do most of us, usually showing at least four hearts, the case is over; (2) It is not necessary to evaluate the quality of South's declarer play; and (3) Any issue about West's conduct is *not* an issue for an Appeals Committee—only for a disciplinary Committee with proper notice, etc."

✍ West's comment seems innocent to me. Saying "I can't believe you're going to appeal this" is not exactly an expletive, nor is it on a par with accusing N/S of the "C" word. Why should N/S care if a few nearby tables overheard that they were going to appeal a Director's ruling—unless they were embarrassed about it (as they should have been).

Endicott: "As reported, West could not be considered particularly endearing. He might, however, be thought lucky."

Rigal: "Sensible Director ruling even given the potential infraction; he made the correct ruling in a rather tricky position. The Committee also (my spell checker changed 'Also,' a typo, into 'yokels'—what does it know that I do not?) made the right inference about the play. E/W got lucky, admittedly, but that is not a crime (although maybe appropriate for reporting). The comment after the hand was certainly irrelevant although a discreet Committee leader might have had a word with West after the event."

Rosenberg: "The Committee failed to follow proper procedure and also used poor judgment. It should first have determined whether or not there was MI. It is an interesting point as to whether the inexperience of a pair should play a large part in deciding the existence of MI. The double would be Alertable if playing negative free bids, but that was not the case here. E/W's understanding of negative doubles was off norm, but many pairs play it doesn't promise four hearts. Is it only *not* an Alert if it shows four hearts? And who would know this? I don't. If this is not so, then it's probably up to declarer to ask for clarification. Here, that would mean no MI. But if it was decided there *was* MI, the Committee was way too hard on South. Yes, the play was inferior, but if South (not a world-class player) had the right to assume that West had hearts then her play was natural. I deplore it when

Committees try to extend their own expertise to a declarer playing single dummy with the wrong information. At least the Director's ruling was logical and possibly correct. I need enlightenment on this one."

I agree with Michael's assessment of the Directors' ruling (it's not illogical or incorrect) but only up to a point. Say you pick up ♠xx ♥Axx ♦AQ109x ♣xxx. The auction begins 1♣ by partner, 1♠ by RHO. If you pass and LHO passes, partner, holding ♠K109 ♥Kx ♦Jxx ♣AKxxx, will surely pass the hand out with your side on the diamond finesse (which figures to win) for game. I'd make a negative double as a lesser of evils. It is normal for pairs playing negative doubles to double without four cards in an unbid major if they have at least two alternate places to play: one of the unbid suits and partner's minor. Whatever methods you play—negative doubles, negative free bids, or nothing—you will hold some hands that fall between the cracks. If your negative doubles "show" four cards in an unbid major and you occasionally don't have them, that's something that partner and the opponents just have to deal with. If your double normally shows four of an unbid major and partner plays you to have that, there are no guarantees in life and no Alert is necessary. The correctness of the Directors' ruling depends on bridge knowledge. Any time they have doubt they should rule for the non-offending side. But the problem here is that in my (and Bart's and Ron's) opinions there should not have been any such doubt. West had a hand too good to pass and the negative double was his choice to get partner involved. N/S may have been unlucky but they had no basis for an appeal to be upheld.

Stevenson: "When a player is told something by her opponents should we not have sympathy when she believes it to the extent that her subsequent play is careless? South's play was not irrational. It seems that if South had known that West often did not have what he had shown then Full Disclosure means the opponents should be made aware of this. Furthermore, if 2♦ is game-forcing and 3♦ is weak, what are the E/W pair going to bid the next time one of them holds this type of hand? Double? It seems there may have been an implicit agreement that this double needed an Alert as not promising four hearts.

I am not suggesting that there should have been any adjustment but the appeal had merit and E/W should have been warned about their disclosure in the future."

Where in the write-up did it say (or imply) that "West often does not have what he has shown"? East did say that West's bidding was erratic and that she was rarely sure of what he had. Is East supposed to Alert all of West's bids just in case that's the one he has gone off on? If I play with a weak player whose bidding is bizarre (as I have done occasionally), at what point in each auction do I Alert the opponents and disclose that my partner is erratic? The answer is, only on bids that I know are likely to not be what they seem. Was this one? I doubt it. If I were East I would expect West to bid 2♦ with that hand. If he doesn't, it's not something I would have anticipated and could have Alerted—unless he's done it several times before in this situation. And there's no evidence of that here.

Subject (MI): We Charge Extra For Road Maps

Event: Blue Ribbon Pairs, 23 Nov 99, Second Qualifying Session

Bd: 3	John Hoffman		
Dlr: South	♠ Q64		
Vul: E/W	♥ 64		
	♦ K1065		
	♣ A976		
Dan Jacob	Gordon McOrmond		
♠ K852	♠ J10		
♥ AQ8	♥ K10732		
♦ J2	♦ 93		
♣ KQ104	♣ 8532		
	Leila Sink		
	♠ A973		
	♥ J95		
	♦ AQ874		
	♣ J		
West	North	East	South
			1♦
Dbl	2♦(1)	Pass	Pass
Dbl	Rdbl(2)	2♥	3♦(3)
All Pass			
(1) "Nice" raise			
(2) "Very nice" raise			
(3) Alerted; maximum hand			

The Facts: 3♦ made five, +150 for N/S. The Director was called at the end of play. The opening lead was a low diamond; declarer won and played a second round of diamonds followed by ace and a low spade to West's king. West continued with the ♣K. E/W maintained that South did not have a maximum hand for the bidding. Both N/S convention cards contained "Bad 2NT." The Director ruled that there had been no MI and allowed the table result to stand.

The Appeal: E/W appealed the Director's ruling and only West attended the hearing. West had placed declarer with the ♥K because the 3♦ bid was explained as showing a maximum. If South had the ♥K, then passive defense was clear. E/W played upside-down signals. East played the jack and then the ten on the first two spades. West said that the normal sequence of plays would have been the ten followed by the jack.

The Committee Decision: The Committee determined that E/W had misdefended egregiously, East playing his spades in the wrong order which suggested a three-card holding. Had he played them up-the-line showing two, West would have had no choice but to try to cash whatever heart tricks the defense had coming. Furthermore, even if East did have three spades, his play of the ten on the second spade would have been an obvious suit-preference signal for hearts. Therefore, leading hearts was the indicated defense for West. The Committee did not suggest that West should have diagnosed the implausibility of N/S's description of their system. Rather, they suggested that he should have seen the possibility of the actual South holding—particularly in light of East's signals. For these reasons the table result was allowed to stand. The Committee considered assessing a PP against N/S for misapplying or misexplaining their system. However, because no adjustment was given and because the violation was not egregious or abusive, the Committee decided against it. However, since E/W misdefended badly, they should have known that this appeal had no chance to succeed. E/W were therefore each assessed an AWMPP.

DIC of Event: Henry Cukoff

Committee: Bart Bramley (chair), Nell Cahn, Bob Gookin, Michael Rahtjen, Peggy Sutherland

Directors' Ruling: 93.9

Committee's Decision: 91.2

✍ I don't understand the Alert of South's 3♦ bid. South obviously didn't have a "good" hand when she passed North's "nice" 2♦ bid, but when she competed over North's "very nice" redouble, her hand was already limited. Thus "maximum" in this context simply means extra distribution (e.g., five-plus diamonds; a useful singleton), some working values if minimum, good controls, or a combination of these things. But this is all just normal bridge. West myopically and implausibly placed the ♥K in South's hand and then ignored East's plays that might have suggested otherwise. West got his AWMPP the old-fashioned way...he earned it.

This is yet another in a growing line of appeals which depict appellants trying to get the Director, or a Committee, to save them from their own poor bridge. We should do all we can to inhibit what amounts to an unwillingness of today's players to accept personal responsibility for their bridge actions by consistently assessing AWMPPs in these situations. Right, panel?

R. Cohen: "A waste of the Committee's time and the Committee let E/W know it."

Weinstein: "The Committee got this right. West also should have known that the maximum hand explanation was strange when South had already passed 2♦."

Rigal: "Excellent Director ruling (I assume he drew all the inferences that the Committee did). The Committee produced a perfect decision; E/W should have known (well, West really) that his partner either had two spades and the spades were producing discards, or that East was screaming for hearts by playing his cards out of sequence. West's unduly litigious stand was therefore worth at least one AWMPP."

Bethe: "South passed 2♦ and there is now a 'bad 2N' situation? N/S should understand their own conventions. E/W should play bridge."

Gerard: "In You Be The Judge, my vote goes to the ♠K." [Ron is voting, for those who don't read *The Bridge World*, for the "worst" action.—*Ed.*]

Bramley: "I see nothing new to make me change my mind."

Rosenberg: "The Committee *should* have suggested that West should have diagnosed the implausibility of North's description. I feel that was a greater error than the card play itself. Of course, that is a judgment call. But it's possible that East was giving suit preference rather than count, while West believed count was mandatory, in which case there was no reason to shift. It's also possible that the ♠10 was present count (presuming they played right-side-up present count), although that may be stretching credulity. In any event, I would have ruled against E/W because of West's unquestioning acceptance of a ridiculous explanation and not because of their 'egregious' defense."

✍ The following panelist makes a point about the write-up.

Polisner: "The write-up is seriously lacking. The first step is to determine *if* there was MI. What was the actual N/S agreement? If 3♦ actually showed a maximum (which could be established) then, at best, it was a misbid for which there can be no adjustment no matter what the quality of the defense. Going straight to the defense is not appropriate. This should only be done after a determination of MI is made and to determine if the MI was the proximate cause of the damage. I would have voted against the issuance of an AWMPP merely based on what order East played his spades."

✍ Jeff is correct that the write-up fails to tell us what the actual N/S agreement was about the 3♦ bid. I'd be surprised to find that they even had an agreement (who

does?) and, as Michael points out, West should have seen the implausibility in this description anyhow. Players who depend on their opponents to do their bridge thinking for them get what they pay for. Clearly North was trying to be helpful and the inference West drew was neither stated nor implied.

I believe the appeal lacked merit because of West's negligent reliance on his own personal interpretation of a statement which had little credibility to begin with. I agree with Jeff (and the next panelist) that the Committee's stated reason for issuing the AWMPP was not sufficient.

Our final panelist seems to be taking a rather hard line on what constitutes MI.

Stevenson: "A strange ruling: Why was there no MI? The Committee found MI and there was no evidence in the report to suggest MI was absent. The Committee found that E/W's defense was bad enough to snap the causal link between the infraction and the damage. Should they not be adjusting N/S's score while leaving E/W with the table score?"

✍ Only the Committee's statement that they "did not suggest that West should have diagnosed the implausibility of N/S's description of their system" suggests a belief that MI was present. However implausible North's statement was, it was not MI unless N/S had no agreement *and* it misrepresented their general partnership tendencies. Even if N/S had no specific agreement about the 3♦ bid, North's statement was pretty much self-evident from general bridge logic (South would not compete to the three level with a minimum, flat hand). That statement might have derived either from past experience (e.g., "I've never seen partner compete without either extra length or high cards") or a non-specific agreement (e.g., "we've agreed never to bid just to hear ourselves bid"). North's statement was probably a bit vague, admittedly superfluous, but given our expectations regarding full disclosure of partnership "intangibles" I don't see how it can be treated as misleading. It was almost certainly intended to help E/W. To adjust N/S's score would effectively say to them (and all players), "We expect full disclosure, but if an opponent, no matter how unrealistically, misinterprets what you say we'll hold you responsible." That's not the attitude we should be projecting.

CASE FORTY-FIVE

Subject (MI): I've Heard About This "Convention Disruption" Thing
Event: Morning KO (Top Bracket), 23 Nov 99, Second Round

Bd: 33	Hans Jacobs		
Dlr: North	♠ K109		
Vul: None	♥ AKJ3		
	♦ Q10		
	♣ KQJ6		
Murray Melton	Simon Kantor		
♠ ---	♠ Q73		
♥ 65	♥ Q10842		
♦ AKJ98643	♦ 2		
♣ 982	♣ A1075		
	Debbie Bennett		
	♠ AJ86542		
	♥ 97		
	♦ 75		
	♣ 43		
West	North	East	South
	1♣	1♥	2♠(1)
3♦	3♥	Pass	3♠
5♦	5♠	Dbl	Pass
6♦	Dbl	All Pass	
(1) Alerted; explained as fit-showing			

The Facts: 6♦ doubled went down four, +800 for N/S. Before bidding over 2♠ West asked about the Alert and was told it was a fit-showing jump. After South's 3♠ bid West asked North if he wanted to change his explanation. North declined and reaffirmed his explanation. The Director was called at the end of the play. The ♣K opening lead had been won in dummy and a diamond led to the jack and queen. The Director ruled there had been MI in the explanation of the 2♠ bid but that it had not caused any damage. The table result was allowed to stand.

The Appeal: E/W appealed the Director's ruling. West said he assumed that his partner had a singleton club based on the explanation he was given and since his partner had three spades and no more than six hearts he must have a diamond fit (he assumed South had six-plus spades and four-plus clubs).

West said he had hoped he would be allowed to play 5♦. He agreed that he had no new information about his partner's hand after the 5♦ bid except for the discouragement of a 6♦ bid by the double. West said he thought that N/S should be penalized for forgetting a convention (as he said he had been at a tournament in the past). Late in the interview West stated that "at all times" he thought South had a weak jump shift (without club length). N/S were a regular partnership who had played fit-showing jumps for a long time, but within the last two weeks they had agreed to play weak jump-shifts. They had not specifically discussed when each method applied; North thought weak jump-shifts applied only with no competition (otherwise fit-jumps applied) while South thought weak jump-shifts applied under all circumstances.

The Panel Decision: All three players consulted were emphatic that no damage had resulted from any MI that might have been given. They all thought that West's 6♦ bid was a wild gamble and that West's appeal lacked merit. One thought that N/S should be penalized for creating the situation by not knowing their methods. The Panel decided that MI had occurred (Law 75) and that South had UI from her partner's explanation of her 2♠ bid (Law 16A). As for the UI, South's later actions seemed automatic so no adjustment based on Law 16 was seriously considered. Law 21B3 refers the Director to Law 40C when it is too late to allow a player to change a call made after receiving MI. Law 40C states: "If the Director decides that a side has been damaged through its opponents' failure to explain the full meaning of a call or play, he may award an adjusted score." Given the advice of the player consultants, the Panel did not think the standard set forth in this Law for granting

a score adjustment was close to being met. The table result was allowed to stand. The Panel's belief that this appeal lacked merit was overwhelmingly confirmed by the consultants. West admitted he did not believe the explanation of the 2♠ bid and seemed to hope to win the match by having his opponents penalized for fouling up a convention (in isolation this is not subject to penalty, although if it causes damage it may lead to a score adjustment). E/W were each assigned an AWMPP. The AWMPP was not levied against the team captain as he was not informed of any jeopardy attached to the appeal before it was filed.

DIC of Event: Jeff Alexander
Panel: Matt Smith (Reviewer), Olin Hubert, Charlie MacCracken
Players consulted: Grant Baze, Mike Passell, Paul Soloway

Directors' Ruling: 98.7 **Panel's Decision: 98.3**

✍ Law 92D requires concurrence of the team captain before an appeal can be heard. Since ignorance of the law is not an acceptable excuse in most matters; why should it be here? The appeal form has recently been redesigned, requiring the team captain's signature in addition to a player's (the only requirement on the old form), to emphasize this. It was supposed to be in use at this (and future) NABCs but for some reason it was not available at the tournament. Still, the law speaks for itself. The captain should have been among those issued an AWMPP.

In the last case I made the point that many of the distasteful appeals we are currently seeing represent players refusing "to accept personal responsibility for their bridge actions." Reinforcing that very view is...

Polisner: "West appeared to be looking for some salvation from his own decision to bid 6♦. It is the old story of people not willing to accept responsibility for their own actions. Holding a void (if that is grammatically possible) in spades, West pretty much knew what was going on. True, East could be 3-6-2-2 but North could have been 3-4-3-3 and East 3-5-1-4. Hopefully the AWMPP will slow down such appeals in the future; however, based on the large number of them in this casebook, I am not very optimistic."

✍ And the rest of the panel is right with us...

Weinstein: "The Panel got this right, even though I would have gotten the captain and any other passengers with an AWMPP."

Bramley: "A contender for the worst appeal of all time. I'm amazed at how much atrocious bidding and play appellants are willing to see printed in the pursuit of hopeless cases. If allowed to give double penalty points, the Panel should have done so."

Treadwell: "The most absurd appeal of the tournament. West takes a wild single-handed gamble in bidding 6♦, misguesses the play, and claims MI, which he suspected, made him do it. And all the time he could have had an easy plus score by heeding his partner's penalty double of 5♠. Why weren't 2 AWMPPs awarded to both East and West?"

✍ Sorry, guys, but we're still limited to only one AWMPP per customer.

R. Cohen: "The 6♦ bid is a travesty and whether you use the WBF interpretation of 'wild and gambling' or the ACBL characterization of 'egregious,' this pair brought the result on themselves. Good speeding ticket, too."

Endicott: "West just thought he could judge a hand better than East. He couldn't and he's out there on his own."

Rigal: “How nice to see the Gambler reappearing from Chicago CASE FIFTEEN! This time he assumes his partner has no brains and wants redress when that turns out not to be the case, and this in the context of having read his opponent’s accident accurately. On that basis the decision against the non-offenders, down to the AWMPP, is clearly right. Although South forgot a convention, she did nothing wrong thereafter (a jump to 4♠ at the second turn might have been possible and that would have cleared up the ambiguity; South was probably ethically correct not to do that). So no PP or other adjustment here should be considered.”

Stevenson: “This shows the game of bridge at its absolute worst, and the AWMPP meted out to West is insufficient. West has made no attempt to win on the board during the bidding: his 6♦ bid is a wild gamble. He knew perfectly well what was going on (he admitted that) and his main aim is to try for a double shot with 6♦; if that did not succeed he wanted to gain via a PP. This approach to the game is unsportsmanlike and unacceptable. West needs a sharp lesson in the ethics of the game and an AWMPP is not good enough. We do not want the game to degenerate to West’s level. (Note that in a KO, unlike other forms of scoring, a PP does accrue to the opponents.)”

✍ Yes, the AWMPP alone hardly seems adequate. If there’s a reader out there who doubts the appropriateness of the AWMPP, the following panelist should cure you of your doubts.

Rosenberg: “Good. West’s contentions were as wild as his bidding. The AWMPP is clear, for once. Even if 2♠ was fit-showing, his partner could have three clubs (North having 4-3-3-3 or 4-4-2-3). Also, his partner could have four spades and not three. Also, he did not explain why his partner couldn’t have more than five hearts. Also, his partner did not bid over 3♥. I would have tried to keep West in the room until he admitted that his partner could have a singleton or void in diamonds even if 2♠ had been fit-showing.”

✍ Even *Michael* agrees that an AWMPP was justified—gasp! Alert the press!

Subject (MI): You Pays Your Money And You Takes Your Chances
Event: Blue Ribbon Pairs, 25 Nov 99, First Final Session

Bd: 25	Richard Covalciuc		
Dlr: North	♠ 8		
Vul: E/W	♥ 864		
	♦ AJ6		
	♣ AK9762		
Tom Townsend	Mark Teltscher		
♠ K63	♠ AQ109742		
♥ 5	♥ AQ92		
♦ KQ8432	♦ 9		
♣ Q105	♣ 3		
	Val Covalciuc		
	♠ J5		
	♥ KJ1073		
	♦ 1075		
	♣ J84		
West	North	East	South
	1♣	1♠	Dbl(1)
3♦(2)	4♣	4♠	5♣
Dbl	Pass	5♠	Pass
Pass	Dbl	All Pass	
	(1) Negative double		
	(2) Intended as fit-showing; not Alerted		

The Facts: 5♠ doubled made five, +850 for E/W. Before bidding 5♣ South asked about the 3♦ bid and was told it was natural and constructive. Before the opening lead West explained the 3♦ bid as showing diamonds with spade support. The Director was called but none responded. Play proceeded. After the hand was over a Director came to the table and ruled that there had been MI. The Director allowed the table result to stand for N/S but changed the contract to 5♠ made five, +650 for E/W.

The Appeal: Both sides appealed the Director’s ruling. Only North and West attended the hearing. North stated that if 3♦ had been Alerted, he would have doubled then and not felt obliged to double 5♠. North believed that his side was more likely to have a fit if 3♦ did not show spade support. He also stated that East’s 4♣ and 5♠ calls might have been motivated by an unconscious impression that 3♦ showed a fit. West stated that

East had clearly misexplained the partnership agreement and that he had bid correctly. He believed that East’s bid of 4♠ rather than 4♥ or 4NT implied a lack of awareness of a spade fit. He believed that the double of 5♠ was simply a poor call unrelated to any MI from the failure to Alert 3♦: North had no defense, hence there was no damage. E/W were an inexperienced partnership with a simple and barely-completed convention card. They had played together in all the events at this NABC. East was a 21-year old British Junior International and West a 30-year old former World Junior Champion.

The Committee Decision: The Committee decided that North’s arguments were unconvincing. His double of 5♠ in an auction where his partner had club length, had sacrificed over 4♠ and had not doubled 5♠ was unsupportable. Accordingly, there was no damage and therefore no score adjustment was appropriate. E/W had committed MI, though West’s double of 5♠ had clearly not exploited the UI from the explanation. West had honestly and speedily corrected the MI and had not sought to cloud the MI/misbid issue. Given this and the relative inexperience of the E/W partnership, PPs seemed inappropriate. North had simply made a poor call and E/W were entitled to benefit from it. Therefore, the table result of 5♠ doubled made five, +850 for E/W, was allowed to stand for both sides.

DIC of Event: Henry Cukoff
Committee: Barry Rigal (chair), Bart Bramley, Harvey Brody, Doug Heron, Jon

Directors' Ruling: 71.0**Committee's Decision: 97.7**

✍ I think the Committee was right on target, as do Bart and Barry (still)...

Bramley: "I still agree. I would have given N/S an AWMPP for their appeal but the sentiment of the whole Committee was otherwise. I heard that E/W, who were on the wrong end of the earlier CASE THIRTY that I chaired, were quite upset with that decision. I hope that the decision in this case, which is thematically related on the issue of no punishable infraction, helped them see the correctness of the earlier decision."

Rigal: "I like the Director ruling—unusual as it might be to award split scores here. The Committee, however, were also correct to restore the table score, making the appropriate points about North's actions. The only issue (not brought out in the write-up, possibly for obvious reasons) was that East's youth and wildness were convincing defenses against the allegations of inferred spade support made by North. The other issue of AWMPPs was also not pursued, although the chairman of the Committee bravely mentioned this but decided against terminating his professional career prematurely by pushing the issue."

✍ Good self-restraint, Barry.

Weinstein: "I very much like the initial ruling. Though harsh on E/W it is appropriate to not give the benefit of doubt if the Directors believe E/W may have benefitted from the MI. The Committee was right on target on all counts, including West's actively-ethical double of 5♣. It is apparently inappropriate to consider an AWMPP being assessed on a sitting president. I am eagerly awaiting the day when both sides are protesting and both sides receive AWMPPs."

✍ I like the table ruling too, but Howard must have been hallucinating at the end there.

R. Cohen: "It must have been a good Director ruling since both sides appealed it. Or was it? Actually the Committee got it right."

Endicott: "I think we can understand North doubling in a pairs event; what I am less keen on is his decision to appeal the ruling when things go wrong."

Polisner: "Good decision."

Rosenberg: "Okay. How could North claim that he would have doubled a fit-showing 3♦ but bid 4♣ over a natural 3♦? I'm surprised an AWMPP was not mentioned."

✍ Another AWMPP? Could the large number of cases be getting to Michael?

Stevenson: "How did the Committee know that 5♣ was intended as a sacrifice?"

✍ Oh, did we forget to mention, David, that our Committee's are clairvoyant?

Subject (MI): Making It Up As We Go Along?

Event: Stratified Open Pairs, 25 Nov 99, First Session

Bd: 3	♠ 1032		
Dlr: South	♥ 3		
Vul: E/W	♦ 9864		
	♣ 98742		
♠ A97		♠ QJ6	
♥ AQJ87		♥ 10952	
♦ ---		♦ J752	
♣ AKJ65		♣ 103	
	♠ K854		
	♥ K64		
	♦ AKQ103		
	♣ Q		
West	North	East	South
			1♦
Dbl	3♦(1)	Pass	3NT
Dbl	4♦	Pass	Pass
Dbl	All Pass		
(1) Alerted			

The Facts: 4♦ doubled went down two, +300 for E/W. West asked about the meaning of the Alert at her turn and was told "Flip-Flop." The Director was called when dummy came down. South's convention card was not marked. North had no convention card on the table but retrieved one marked "Flip-Flop." The Director ruled that the Alert could have cleared up a bidding misunderstanding and that passing 3NT doubled was a LA for North. The contract was changed to 3NT doubled down four, +800 for E/W. After the ruling was delivered North stated that she knew their agreement but had psyched 3♦.

The Appeal: N/S appealed the Director's ruling. North produced a convention card with Flip-Flop noted on it but agreed that this card was not initially displayed at

the table. She said she knew the agreement but had psyched. East and West both said that North never mentioned at the table that she had psyched 3♦. East pointed out that South must have suspected something since he did not go on to 5♦.

The Panel Decision: All of the players consulted agreed that the UI from partner's explanation made it demonstrably more attractive to run from the double. One said that no one would pass while the other two said initially that they would not pass, but that North could not be allowed to bid after the UI. Under Law 16A, pass was ruled a LA. The Panel decided to change the contract to the likely result of 3NT doubled down seven, +1700 for E/W (Law 12C2). This appeal was referred to the Recorder because the Panel doubted North's explanation of the "psychic" 3♦.

DIC of Event: Jim Chiszar

Panel: Olin Hubert (reviewer), Ron Johnston, Charlie MacCracken, Roger Putnam, Matt Smith

Players consulted: Connie Goldberg, Brad Moss, Joe Silver

Directors' Ruling: 66.9**Panel's Decision: 79.2**

✍ If pass is a LA for North, then I like the Panel's judgment of the prospects in 3NT doubled better than that of the floor Directors. Looking at North's hand and the vulnerability, I would not be inclined to totally dismiss the possibility that North had intentionally psyched her 3♦ bid. But in the presence of the UI and given the apparent second-thought nature of North's assertion to that effect, I understand the Panel's wish to Record the incident.

As for whether the pass is a LA, there are 3♦ bids (North's actual hand) and then there are 3♦ bids (e.g., ♠10xx♥x♦QJxxx♣Jxxx). 1♦ openings can be constructed

which will make 3NT doubled opposite the actual North hand (e.g., ♠Kx ♥Ax ♦AKxxxx ♣Ax), but most require a North hand more like the second to make 3NT playable (e.g., ♠QJx ♥AQx ♦AKxx ♣A10x). Since the first type of hand is almost unique, it would make more sense to play South for a hand of the second type. So on logical grounds, pass is probably a LA while on practical grounds it is wildly optimistic.

Part of our panel was behind the Director Panel on this one.

Bethe: “We preempt on borscht, forget our own agreements, and then want to run? Ludicrous. I would award North –10 matchpoints, South –2 for playing with North, and both –1700.”

✍ Is that –1700 each for North and South, making –3400 total?

R. Cohen: “The Committee got it all right. The Director was correct to adjust, but should have awarded at least E/W +1100. N/S should have got a speeding ticket also.”

Gerard: “Just for once, I want to be on the Committee when someone claims ‘I deliberately violated my system.’ Does anyone really do this outside of the appeals room? Do you do this often? How do you know exactly when to violate your system? How does your partner know when you do? Do you have trouble finding partners? Is there a sign around my neck that says ‘Idiot’? Please, just once.”

✍ Our remaining panelists are waiting on line to explain to Ron about violating his system—and getting rid of that stupid sign he wears around his neck.

Bramley: “Give me a break. Holding a zero-count makes running automatic, regardless of partner’s explanations. Displeasure with North’s performance should not have prevented the Panel from making the right decision. The experts who said that North could not bid seem to have had their arms twisted by the interviewer. I would have let the table result stand.”

Kooijman: “I am not amused, though the analysis leading to –1700 is correct. In my surroundings nobody passes with the North hand after a double. The statements given here by the Panel should be rectified by the Director; none of them seems related to the laws. Yes, the double makes bidding 4♦ demonstrably more attractive. But that is not the main issue: there needs to be a LA too! And there isn’t! All three consultants say they wouldn’t pass, but ‘North could not be allowed to bid after the UI.’ What function does a Panel have? We had advisors some years ago. In this case they would have been asked whether pass was a LA. ‘No’ the answer would have been. And then the Director would have taken the right decision, not relying on non-existent law knowledge from players.

“There is another point which I mentioned in CASE THIRTY-TWO. E/W are entitled to realize the misunderstanding and then West might have taken the decision not to double. Now a pass by North is a LA and that would have led to –350 in stead of –300.”

✍ Perhaps Ton is not clear on the point that the Panel *is* made up of Directors, but his point about West passing is once again worth serious consideration.

Weinstein: “I personally do not believe that passing 3NT doubled is a LA, but North’s weaseling must mean that North thought pass was a LA. If the defense is going to take eleven tricks, it seems likely they will actually get twelve tricks.”

✍ Several other panelists picked up on that “weaseling” theme.

Polisner: “There are weak hands such as ♠xxx ♥x ♦QJxxxx ♣Qxx and there are

very weak hands such as the actual North hand. It is virtually certain that any reasonable North would run to 4♦ without any UI. I suspect that her position was compromised before the Panel by her blatant attempt to deceive them, which perhaps caused them to conclude that pass was a LA. Maybe the result was justice even if it isn’t quite the appropriate way to achieve it. How the Director believed that South would take six tricks in notrump is rather astonishing.”

Rosenberg: “It seems that the Panel wanted to rule against North, not because of the merits of the case but because they thought she was being deceptive about having ‘psyched.’ The write-up certainly makes it appear she was bending the truth but this is not really an appropriate way to make a decision. I believe that no North would pass 3NT doubled (undoubled would be different), even if partner said 3♦ was preemptive. E/W just get unlucky because North has such a yarborough. South’s pass of 4♦ is questionable and, assuming one could surmise it was based on table action, one could rule 5♦ doubled down three. Then one might suggest a C&E Committee to look into North’s veracity, or at least a stern but conditional (since it’s difficult to *prove* intent) reprimand. Incidentally, 3NT doubled might go down eight on ♣A, ♣5, ♥10, three more hearts ending in East, ♠Q covered, spade back (misguess), fifth heart and dummy is strip squeezed. Sorry, but this is how I have fun doing this job.”

Endicott: “North’s action is consistent with a psychic, but her failure to say so at once damages her case. I can think of no good reason to stand 3NT with the North hand, whatever is going on, once it is doubled. It just cannot be good odds to do so and I do not consider the UI affects this.”

✍ The following panelist agrees that thinks running is clear with the North hand, but seems to harbor a closet admiration for the Panel’s decision.

Rigal: “The Director ruling to return the contract to 3NT doubled seems fine but the adjustment seems inappropriate—down seven seems normal enough. As for the Panel and the players, if I had a nought count I’d deem there to be no alternative to removing 3NT; my sado-masochism does not extend that far—does yours? Really, this seems a shocking decision by the players. And although maybe the Panel felt obligated to rely on it, I’d prefer in such cases of expressed doubt for the Panel to exercise some moderation. I like the Recorder action, although I’d be curious how such a point might ever get followed up.”

✍ I’m available for a private consultation on the matter.

Stevenson: “A good try by North! It got what it deserved. All the same, would you pass 3NT doubled with the North hand (assuming no UI)? I wouldn’t!”

✍ And finally, making up his own rules as he goes along...

Treadwell: “I cannot imagine passing 3NT doubled with the North yarborough, hence there was no LA. The hand, not any MI, demanded the pull. On the other hand, there seems to be some doubt about what the N/S agreement really was for the 3♦ bid. The MI, if there was any, might have affected the E/W bidding and thereby damaged them. Giving E/W +1700 on the hand is far too large a bonus for them. Since it was not possible to determine what might have occurred, I would opt for giving E/W Average Plus and N/S Average Minus. In view of the doubts about some of the N/S statements, the Panel was correct in referring the case to the Recorder.”

✍ There’s no basis for denying E/W the reciprocal of the score assigned N/S unless –1700 is judged “at all probable” but not “likely” while some lesser score (e.g., –1400) is judged likely. Certainly there is no legal provision for unilaterally

deciding that E/W deserve an artificial adjusted score. While Dave may be nearly as old as the almighty, he has not yet inherited that position.

Based on our panelists' sentiments, three out of eleven say they believe that pass is a LA but none of them has actually said they would pass (like David S., I certainly wouldn't). If I could find a few who would make that commitment, I would side with the Panel's decision. If not (and I'm still looking for someone), I would let the table result stand.

CASE FORTY-EIGHT

Subject (MI): I Am As I Think And Not As I Say

Event: North American Swiss Teams, 27 Nov 99, First Semifinal Session

Bd: 6	Bob Morris		
Dlr: East	♠ 85		
Vul: E/W	♥ 97		
	♦ 10743		
	♣ Q9876		
Robin Klar		Roger Bates	
♠ J109		♠ AQ74	
♥ KJ32		♥ 864	
♦ AKQJ2		♦ 986	
♣ 5		♣ K32	
	Edith Rosenkranz		
	♠ K632		
	♥ AQ105		
	♦ 5		
	♣ AJ104		
West	North	East	South
		Pass	1♣
Dbl	2NT(1)	Pass	3♣
All Pass			
(1) Weak ♣ raise; not Alerted			

The Facts: 3♣ went down two, +100 for E/W. The 2NT bid was not Alerted. It showed a weak hand with club support. Before the opening lead North told the opponents that there had been a failure to Alert and the Director was called. West thought she had doubled 3♣ but the other three players agreed that she had passed. Both East and West were asked before the opening lead what they would have done had they been Alerted. East said that he would not have bid differently and West said that she would have doubled. The Director changed the contract to 3♣ doubled down two, +300 for E/W.

The Appeal: N/S appealed the Director's ruling. Only North attended the hearing. He said that West looked at the back of the N/S convention card before passing and it appeared that she had seen where "Flip-Flop" was noted and the "weak" box was

checked. He admitted that his partner failed to Alert his bid. However, he thought West was fully informed when she passed. North also said that at the end of the deal, West said the score was +300 for E/W; the three other players then spent some time convincing her that she had not doubled.

The Committee Decision: E/W were absent and the Director had no information which was at odds with North's representation of the facts. The Committee decided that West was fully informed of the N/S agreement that 2NT was weak when she put her final Pass Card on the table. Therefore, the failure to Alert did not affect her choice of calls. The fact that she thought she had doubled presented an interesting twist. The Director said that she told him that if she'd double a limit raise, she'd certainly double a weak one. The Committee concluded that from the time she passed over 3♣ to the scoring of the board, she thought she had doubled. Therefore, her statement to the Director was, in effect, that she wouldn't have changed her call. Therefore, the Committee determined that West's call had been unaffected by the failure to Alert and that West did not, in fact, double over 3♣. The double may have been West's intention, but pass was the action she took. The failure to Alert may have been an infraction, but there was no consequent damage. The table result was therefore allowed to stand.

DIC of Event: Henry Cukoff

Committee: Martin Caley (chair), Michael Huston, Corinne Kirkham, Ed Lazarus, Richard Popper; (Michael White, scribe)

Directors' Ruling: 55.0

Committee's Decision: 95.0

✍ If the write-up is accurate, then whether West knew from having looked at N/S's convention card that 2NT was a weak club raise is irrelevant. She thought she doubled 3♣ but hadn't actually doubled. Thus, the damage was from her own oversight and the Alert would probably not have changed anything. Thus, the Committee was right on top of things here.

Why did the Director rule as he did? Inquiring minds want to know...

Bramley: "The Director blew this one badly. He should have let the table result stand. If he truly believed that West had been damaged into not doubling 3♣, then he should have assigned a result of 3♠ by East making three or four. (I'm not up to a complete analysis of 3♠ right now.) 3♣ doubled was not a possible contract. If the Director had let the result stand and E/W had appealed, they should have been given an AWMPP."

✍ Bart is quite right. If the Director believed that West had been damaged into not doubling 3♣ by the failure to Alert 2NT, it should have been clear that East would not have passed a second double holding ♠AQxx and ♣Kxx (under the club opener) opposite a likely singleton. The best result E/W could have hoped for would have been 3♠ making three.

Making the same point are...

R. Cohen: "The Director was way off base, perhaps the most thoughtless ruling in an NABC+ event the whole week. How could a double by West be business? Wouldn't East have bid 3♠ or 4♠? Plus 300 was an impossible result for E/W and the Director in this event should have worked it out. The Committee got it right."

Endicott: "Alert or no Alert, West is still looking at the same thirteen cards—but wouldn't a repeat double still be for take-out? And would they have been in 4♠, or at least 3♠? Who established that they had the machinery to play in 3♣ doubled?"

Gerard: "Now please tell me, O worthy Director, how East would pass West's putative second double of 3♣? If that's what you would do, maybe that's why you're directing."

✍ The remaining panelists support the Committee's decision but perhaps they are getting tired (after 48 cases) and so missed the ruling error.

Rigal: "In every casebook we seem to get a set of facts with a unique twist on it; this is at least the second this set! I do not think we should worry too much about setting a precedent in cases where one player thinks they have doubled a contract when (it appears) they have not. The Director and Committee both seem to have made an intelligent decision in rather odd circumstances and I see no reason to second-guess them."

Weinstein: "This seems well considered by the Committee."

Treadwell: "A nice bit of unraveling of a tricky situation by the Committee."

Polisner: "Good decision by the Committee."

Rosenberg: "Good."

✍ Taking exception to a common practice of ACBL Directors...

Stevenson: "The method of asking players at the time what they would have bid is unfair and should be discontinued. The laws are written in such a way as to redress damage so long as (a) there is an infraction, (b) there is a reasonable possibility of

damage and (c) such damage is consequent on the infraction. The Directors need to consider various actions and not just one that a player thinks of when asked at a most unsuitable time. When a player makes a decision about what to call, he is sitting at the table, taking his time, thinking about the nuances, remembering what has occurred to that moment and noticing his opponents' mannerisms. To take him away from the table and ask him what he would have called, pressuring him for time, making him answer without the right ambience and asking for a single answer is not the method that should be employed. Admittedly, the timing is wrong when he is asked how he is damaged at the end of the hand, but at least he can answer peacefully, with the support of his partner, without time pressure, and he is not limited to a single answer."

✍ David makes a valid point. However, it is equally unappealing to give a player credit for taking an action which he was not up to at the table (or, even worse, might have learned from another player after the incident but before the hearing). By the same token, it is no better for a player to sit in front of a stern-looking Committee and be asked what she would have done had she been Alerted. There really is no completely satisfactory solution to this.

It seems helpful to be able to discover what a player (often the same one who called the Director) was thinking about at the table: Why does she think something happened that might have affected her action? I would not necessarily hold a player strictly to what they said (after all, the cards must speak as well) for many of the reasons David cites, but in many situations (not necessarily the one in this case) the player should know immediately what action they were deflected from—especially after taking an action based on implications they derived from the MI.

And there is a potentially even more important reason for asking players away from the table, when the MI first comes to light and before the whole hand is known, what they might have done differently. Once a player knows the entire hand, it is too easy for their thinking to be biased toward some action that would have worked rather than the one they were actually considering at the table. This is not pertinent in all cases, but when it is a statement made after the whole hand is known necessarily loses some of its credibility. The Director must above all use discretion in deciding what to believe.

The key is the use that is made of the information about what the players claim they might have done differently. As long as the information is viewed as only as one of several pieces of the puzzle, and as long as the Directors are tactful and exert minimal pressure, I have no great objection to this practice. It is not as if it denies players due process. It is one tool in an investigator's bag for trying to decide what effect, if any, the MI might have had on the bridge result.

CASE FORTY-NINE

Subject (MI): Had I But Known

Event: Reisinger BAM Teams, 28 Nov 99, Second Final Session

Bd: 16	Jacek Pzczola		
Dlr: West	♠ Q875		
Vul: E/W	♥ A82		
	♦ 108742		
	♣ 4		
Massimo Lanzarotti	Andrea Buratti		
♠ 6432	♠ J109		
♥ J73	♥ KQ95		
♦ A3	♦ KQJ65		
♣ AKQ9	♣ 7		
	Piotr Gawrys		
	♠ AK		
	♥ 1064		
	♦ 9		
	♣ J1086532		
West	North	East	South
1NT(1)	Pass	2♦(2)	Pass
2♥	Pass	2♠(2)	4♣
Dbl	All Pass		
(1) Alerted; 11-14 HCP			
(2) Alerted; transfer			

The Facts: 4♣ doubled went down four, +800 for E/W. When East bid 2♦, West Alerted and wrote “transfer.” No other information was offered at that time. When East bid 2♠, West Alerted and again wrote “transfer.” After some prodding, West said that the 2♠ bid had canceled the transfer to hearts and the sequence now showed either a hand with 4-4-4-1 (any three suits) or five-one in the minors and four-three either way in the majors. The Director was called before play began. Away from the table, South told the Director that he would have bid 3♣ (or perhaps 4♣) directly over 2♦ if he had been given a full explanation. The Director ruled that there was MI due to the incomplete explanation of the 2♦ bid. The contract was changed to 3♣ doubled down three, +500 for E/W.

The Appeal: E/W appealed the Director’s ruling. E/W claimed that South had all the correct information before he bid 4♣. Therefore, there had been no damage. E/W were

asked if they usually Alerted 2♦ as a transfer which could include other hand types. They said no, they usually waited for the opponents to ask. South said that had he received a complete explanation earlier, he might have bid 3♣ or 4♣ at his first turn. When questioned about methods, South said that bidding immediately over 2♦ usually showed a better hand or was lead directional.

The Committee Decision: The Committee decided that the incomplete explanation did not significantly influence South’s decision to bid or not bid 4♣. Therefore, the table result was allowed to stand. The Committee also decided that E/W had committed an infraction by failing to volunteer a full explanation of their methods without being asked. A 0.15 board PP was assessed against E/W.

DIC of Event: Henry Cukoff

Committee: Doug Heron (chair), Bart Bramley, Howard Weinstein

Directors’ Ruling: 68.5

Committee’s Decision: 90.0

✍ First Bart wants to elaborate on the Committee’s decision.

Bramley: “Let me elaborate. Certainly South had complete info before he bid 4♣. The question for the Committee was whether more complete information on the *previous* round could have influenced South to bid 3♣ *then* rather than pass. South’s own statements about the kind of hands that would normally bid immediately tended to exclude his own hand type. The failure of E/W to give a complete

explanation of 2♦ was deemed marginal MI because the undescribed hand types are extremely rare and are always strong hands. (Many players using a ‘Walsh’ transfer method use the same kind of double transfer for certain strong minor-suit hands. My guess is that most of them simply say ‘transfer’ when partner bids 2♦.) South’s decision over 2♦ was certainly going to be based on the assumption that East held the vastly more likely hand containing five-plus hearts. That East held the other hand type this time should not have changed South’s thinking on the previous round. Note also that for this E/W pair, nearly all of the unusual hand patterns contain at least three hearts. Thus, South’s assumptions about heart length on his right would usually be close to accurate even when East held one of the unusual patterns.

“The Committee also found that South was familiar with double transfer methods of the type used by E/W. In the end we found South’s argument completely unconvincing, another attempt to salvage a good result by focusing on an irrelevant infraction by the opponents. If N/S had been the appellants, I would have given them an AWMPP.

“The Committee was equally unimpressed with E/W’s performance here, particularly West’s explanations to South. While we could dismiss the ‘transfer’ explanation of 2♦ as normal and expeditious, we found the initial ‘transfer’ explanation of 2♠ as aggressively unresponsive and a clear abuse of disclosure principles. Therefore, this was a rare occasion on which I agreed with a PP.”

✍ Howard was also on this Committee so let’s hear what he has to add.

Weinstein: “We believed that the overwhelming majority of the time the 2♦ call showed hearts and South was not damaged by the incomplete explanation. Many pairs play 2♦ may contain a hand not including hearts. If the likelihood of not holding hearts is significant, then ‘transfer’ is insufficient. I do not know what the threshold for further explanations should be. The Committee was far more concerned with the inadequate explanation of the 2♠ call. We assessed the PP to educate E/W about their responsibilities regarding full disclosure, even if their English is limited.”

✍ Well, those descriptions certainly clear up a number of questions that I had about the Committee’s decision. Unfortunately, the other panelists did not have the benefit of hearing them before commenting. The likelihood of not holding hearts is not the standard for whether 2♦ can be called a transfer. If the bid *shows* hearts, then it is a transfer; if it *usually* or *sometimes* shows hearts, but may be made on other kinds of hands (even if they’re relatively rare), then it is Alertable and must be referred to as a “relay” or a “puppet” and appropriately explained if asked.

Many of the panelists’ comments stand up even in light of the above remarks, so let’s listen to what they have to say. First, those who agree with the Committee’s decision.

Polisner: “Good decision by the Committee; however, I don’t believe it to be very practical behind screens to have to write an essay about the implications of every bid—especially when the cancellation sequence shows a strong (game forcing, I assume) hand. If West is precluded from bidding anything other than 2♥, the explanation should be ‘relay,’ not ‘transfer.’”

✍ The contingency in the actual case, giving an opponent who might wish to interfere the chance to do so before more information is exchanged, is the reason why more complete disclosure than just “transfer” is needed. If East is certain to hold five-plus hearts, enough information has already been exchanged that there is less to be gained by South’s intervention with the type of hand he holds; E/W will still find their best spot much of the time. If, however, East may not have hearts and E/W’s best spot may be elsewhere, then an immediate action by South to interfere with locating their best spot has more to gain.

Rigal: “I like both the ruling and the decision here; the Director gave the non-offenders the benefit of the doubt and the Committee determined that it was not the infraction that damaged him but his own judgment and system. Accordingly, returning the contract plus an appropriate PP for a clearly incomplete explanation—especially behind screens where it costs nothing to write a few more words—seems fine. E/W need to do better as regards explanations. Are we somehow going to be able to keep track of this for our records too?” [You betcha.—*Ed.*]

Rosenberg: “‘Transfer’ is the wrong answer if East could have had any three suits. If 2♥ is forced, then ‘puppet to 2♥’ is appropriate. If not, then a fuller explanation is required at once. Hate the random (as to the amount) PP, otherwise okay.”

Endicott: “With two top tricks against a slam, the 4♣ bid would not be everyone’s choice. West probably thought he could beat the contract. If South was prepared to bid 4♣ here, it is difficult to accept that he would bid less with opponents’ auction undeveloped than he did when they had explored to a degree. West would probably have felt just the same about it.”

✍ The next two panelists suggest different adjustments.

Beth: “‘Transfer’ is an incomplete and misleading explanation. E/W should be told that they must provide reasonably complete explanations of unusual conventional agreements and that they are responsible for knowing when their agreements are unusual. It is not clear that East would pass the double of a direct 3♣, so I would give N/S –630 in 3NT as the most likely result in the absence of the irregularity. I would give E/W +500 defending 3♣ doubled.”

R. Cohen: “This is a case of some of our visiting players failing to be forthcoming when explaining their agreements. Here they are behind screens and they conceal information. I would have assigned N/S –800 and E/W +500. It’s BAM and both teams could lose the board.”

✍ I wish Ralph had given some rationale for his score adjustments. Why does he think South doesn’t deserve protection to at least –500 in 3♣ doubled?

Our final panelist has been misinformed (we will find those responsible and deal with them) about the ACBL’s regulations about what is Alertable versus Announceable and what is and what is not a “transfer.”

Stevenson: “There was a complete lack of interest by West in following the principles of Full Disclosure. The EBU has defined the word ‘transfer’ to definitely show the relevant suit. Unfortunately, the ACBL has complicated matters by making a 2♦ response that does not guarantee hearts Announceable as a transfer. This decision does not help. However, there can be no excuse for West’s description of 2♠ as a transfer. I recommend that the ACBL redefines “transfer” as a bid showing another suit (usually the next suit up) and has a different method for Announcing a puppet response such as this one. Of course screens were in use, but the approach to Full Disclosure of 1NT-2♦ would be made clearer.”

✍ As I indicated earlier, in the ACBL a transfer is a bid that *shows* a specific suit—not just *may* show one. The 2♦ bid here was Alertable, not Announceable. The ACBL’s rules were not at fault; E/W violated them just as they violated the EBU’s rules.

My own view is that it is sufficiently likely that N/S were damaged that score adjustments are appropriate. South *might* have bid 3♣ at his first turn and West would certainly have doubled, so E/W were only entitled to +500 in 3♣ doubled. As for N/S, I agree with Grattan that South would not have been any less likely to bid if he knew that East’s hand was not defined than he was when he thought it was already partly defined. Had he bid 3♣ (I don’t think he would have jumped to 4♣)

he would have played it there doubled. Thus, I would also have adjusted N/S’s score to 3♣ doubled down three, –500.

CASE FIFTY

Subject (Claim/Concession): Tried In Absentia

Event: NABC Life Master Pairs, 20 Nov 99, First Final Session

Bd: 14	Sangarapil Mohan		
Dlr: East	♠ KQ8		
Vul: None	♥ J8764		
	♦ AQ107		
	♣ 8		
Robert Stolinski	Leszek Rabiega		
♠ A	♠ J103		
♥ KQ9532	♥ A		
♦ J54	♦ K82		
♣ 952	♣ AQJ1063		
	Salil Das		
	♠ 976542		
	♥ 10		
	♦ 963		
	♣ K74		
West	North	East	South
		1♣(1)	Pass
1♥	Pass	2♣	Pass
3♥	Pass	4♥	Pass
Pass	Dbl	Pass	Pass
5♣	Dbl	All Pass	
(1) Alerted; either strong, 12-14 HCP balanced, or ♣			

The Facts: 5♣ doubled made five, +550 for E/W. North scored the result as -550 but later recounted the tricks and spoke to a Director. The opening lead had been the ♥10, won with the ace. Declarer led a spade to the ace, then the ♦4 from the dummy to North's ace. North played a club to East's queen and South's king and a diamond was returned to declarer's king. Declarer played the ♣3 to dummy's five, ruffed a small heart, and then led a club to dummy's nine. According to E/W, North pitched a heart on the second club and South left the table when the ♣9 was played. N/S maintained that a diamond was discarded on the second club and that declarer had claimed by calling for the ♥KQ from the dummy and folding and returning his hand. The Director ruled that it was unlikely that North had discarded a heart from his holding and changed the contract to 5♣ doubled down one, +100 for N/S.

The Appeal: E/W appealed the Director's ruling. Only E/W and

a translator for East attended the hearing. East stated that North definitely pitched a heart on the second trump because otherwise he would not have known that the hearts were all good after one ruff. Instead of "claiming" he would have taken two discards, ruffed himself in and played the last trump, hoping that the defense went wrong in the one-card end position. He said he normally does not claim as a matter of habit because of language difficulties. Furthermore, E/W were extremely upset that they were made to appeal after the result had been scored as +550 at the table. They could not understand how the score could have been changed without their agreement. They also mentioned an incident the day before in which they believed they had been unfairly treated when they had done nothing wrong. E/W said that South definitely left the table, making completion of the play impossible. The Screening Director reiterated South's statement made during screening that he had not left the table and that East had claimed. The Directors had extensive conversation with both sides and judged the N/S contention as to the absence of a heart discard to be believable.

The Committee Decision: The Committee strongly believed that a serious injustice had been done to E/W and to the concept of due process. The members believed that there could be no dispute as to the facts, given the absence of both N/S and the table Director. Judging East to be a top-flight player, the Committee thought it more likely that his contentions were accurate than that North had not made a careless

error. In particular, his statement about how he would have played if a heart had not been discarded lent credibility to his case. But the fact that neither N/S nor the table Director were present to offer a different version of the facts left the Committee with no choice but to decide in E/W's favor. The contract was changed to 5♣ doubled made five, +550 for E/W. The Committee conceded N/S's legal right not to appear at the hearing, but did not approve of that decision. The Committee was unanimously of the opinion that the Directing staff had badly mishandled this case. It should routinely have ruled in favor of E/W, both because they were "non-offenders" and to preserve the table result. That would have forced N/S to appeal, with possible consequences if the appeal were judged to lack merit. Overturning the agreed-upon result without the concurrence of E/W violated correct procedure, to say nothing of the questionable judgment it exhibited as to the believability of the two sides if that were at all relevant. The Committee indicated that mistakes can occur just as easily in 5♣ as in 6♣ and that basing a ruling on the egregiousness of a card-play error sets a dangerous precedent. The Committee made these ideas known both to the presenting Director and to E/W.

DIC of Event: Henry Cukoff

Committee: Ron Gerard (chair), David Berkowitz, Marlene Passell, Lou Reich, Peggy Sutherland

Directors' Ruling: 42.2

Committee's Decision: 94.0

✍ I guess no one ever makes a careless discard in the LM Pairs. I'm at a loss to understand how the Directors could have ruled to change the table result with their only justification being, "it was unlikely that North had discarded a heart from his holding." Wasn't the board scored and agreed at the table? Didn't E/W dispute N/S's contention? How can the score be changed without compelling evidence (and agreement) that there was a *scoring* error and not a play error? The Committee deserves credit for doing an outstanding job in sorting this all out and documenting their findings in an outstanding write-up.

Cudos to Ron. Let's look at his afterthoughts.

Gerard: "I mean, do you think we were upset about this? The original ruling was given to N/S only, then explained to E/W. We were never given the reason that N/S were judged more believable than E/W. In our deliberations, we were struck by how consistent East's line of play was: ♣Q on the trump return, no attempt to play for two-two trumps, finesse against the seven, heart ruff high, no pseudo squeeze. At all times during the play he seemed to be aware of what was happening. It was represented to us (by the interpreter) that he was one of the best young players in Poland. We found no reason not to believe his version of the events. He was also most grateful when we explained after the decision (through the interpreter) that we did not condone the Directors' handling of the case. If indeed N/S's contention was correct, East should move to Hollywood and make a fortune."

Rosenberg: "That's more like it, Ron."

Kooijman: "An excellent decision by the Committee. (I only noticed that Ron Gerard had the chair after writing that down)."

✍ It seems Ron's reputation preceded him—all the way to The Netherlands.

Weinstein: "Well done by the Committee. My only comment is that East should be admonished for folding his hand and putting it back in the box. This could only have contributed to any disagreement. I would like to make it a specific breach of the proprieties of bridge to claim without exposing one's hand to the contentment of the opponents. It is an arrogant action that has no place at the table. The opponents often want to see the hand, even if they are not disputing the claim. Now

asking to see the hand may imply they don't believe the claim, often causing hard feelings."

✍ I totally agree with Howard's point about the arrogance of claiming by slipping one's hand back into the board. In my opinion, this is an infraction of several proprieties: maintaining a courteous attitude (Law 74A1), interfering with others' enjoyment of the game (Law 74A2), failure to conform to correct procedure (Law 74A3). As such, it is subject to discipline—not just admonishment.

Endicott: "'Unlikely' is a poor basis for changing an agreed score. Whilst the word 'routinely' jars and I would like Directors to think, my reaction is that the Director misjudged his ruling."

Polisner: "I would certainly hope that the particular floor Director (and other Directors consulted, if any) would be educated on how bad his/her judgment was in ruling as he/she did. If the Directors want the authority to rule the game without appeals Committees to review their decisions, they better start ruling better than I've seen in this set of cases."

Rigal: "The Committee made a number of very trenchant points here. Since they were on top of the facts much better than I, I can see no reason to dispute their finding of the facts. While they may have stated things more strongly than I would have done (is that the fine Italian hand of Mr Gerard revealing itself?), the basic theme is not inappropriate."

R. Cohen: "The Directors' change of score without consulting the declarer was outrageous. The Committee demonstrated its chagrin at this action and in the absence of N/S did the only thing it could—restore the original agreed upon result."

Treadwell: "The Committee did an excellent job of sorting out the 'facts' in this case and came up with a good decision."

✍ The Committee was not without its detractors, though their concerns were of limited scope.

Stevenson: "My views generally on the presence of the table Director are well known and need not be repeated. But this particular case so clearly needed the table Director that he should have been made available whatever the cost in time or trouble. Despite what the Committee has said, it is the Director's responsibility to rule on the facts. The suggestion that the Directors should have upheld E/W because they were non-offenders and to preserve the table result belongs to the bad old days which we hoped were buried. Good tournament direction depends on training, ability, and then a growing trust in the Directing staff, as has happened in other jurisdictions. 'Routine' rulings one way and leaving things up to Committees does nothing but harm to the system.

"Once N/S saw fit not to appear, the final decision was routine. That does not mean, as the Committee suggests, that the ruling was wrong. Someone had to decide the facts and Directors have the advantage over Committees of listening to the arguments while they are fresher and before ideas have formed. On the other hand, the Director's decision should not be based solely on the likelihood of a heart being discarded: At all levels of the game players make silly mistakes and the alleged claim would be no less silly if the heart had not been discarded."

Bramley: "With no one present to take N/S's side of the case the Committee had no choice but to decide as they did. Still, I wonder how the Committee would have decided if N/S had been there. Surely there is no doubt that *their* version of the facts would have been different. Then it would have been one side's word against the other. I disagree that 'there could be no dispute about the facts.' Clearly a dispute

about the facts was the only reason that there *was* a case. A more appropriate statement is: 'Given the absence of both N/S and the table Director, the Committee had no choice but to accept E/W's version of the facts.' I do not believe this is the same as the Committee's assertion.

"I agree that the Directors should have left the table result and forced N/S to appeal, but I do not feel as strongly about it as the Committee. Surely there are instances in which changing the table result is clear. For example, suppose North had not a chance to discard before the claim. Then his contention that hearts were still stopped would have been irrefutable and ten tricks would be the limit. Here 'the Directors had extensive conversation with both sides' before rendering judgment. Changing the score was inappropriate when there was no agreement about what cards were played, but the Committee was out of line to question the Directors' judgment about the believability of the two sides. After all, the Committee got to judge the believability of only *one* side.

"Note that an error by declarer in thinking that the hearts were good was at least as likely as the error of North pitching a heart. N/S's concession, even if he still guarded hearts, is the kind of lapse that frequently occurs when dummy provides multiple discards and declarer has a lot of trumps. Note also that declarer had a much stronger line of leading a middle club at trick two. To beat the contract South must win this trick and later use his club seven to prevent the club five from being an entry. Furthermore, if the Committee was willing to judge that East was a top-flight player on the basis of his statement that he would play for a one-card pseudo-squeeze as a last resort, perhaps they should give the same credit to North for not unguarding dummy's long suit."

✍ Bart makes some valid points. Regarding the ambiguity in the Committee's statement about there being "no dispute as to the facts," I think they intended it precisely as Bart suggests.

CASE FIFTY-ONE

Subject (Claim): And The, Uh..., High Trump Is Yours

Event: Flight B/C Swiss, 24 Nov 99, First Session

Bd: 12	♠ Q		
Dlr: West	♥ 10875		
Vul: N/S	♦ AK10xx		
	♣ xxx		
♠ 87x		♠ AJ109x	
♥ AJ93		♥ 4	
♦ xx		♦ xx	
♣ AJ73		♣ KQ542	
	♠ K654		
	♥ KQ62		
	♦ QJxx		
	♣ x		
West	North	East	South
Pass	Pass	1♠	Pass
2♣(1)	2♥(2)	4♠	All Pass
(1) Alerted; Drury			
(2) We suspect that 2♦ was the actual bid			

The Facts: With eight cards remaining East claimed, conceding the high trump to South. She did not mention the small trump which was also outstanding. Since declarer specifically mentioned the high trump but not the low one, the Director ruled that a trick would be lost to South, who could ruff a club with the low trump (Law 70C). He assigned a score of 4♠ down one, +50 for N/S.

The Appeal: E/W appealed the Director's ruling and were the only players to attend the hearing. The play to the first five tricks had been: ♦AK followed by a club to dummy's ace. A small spade was then played to the queen, ace and four and the ♠J held the next trick. Declarer then claimed the rest, except for South's high spade.

The Panel Decision: Under contested claims the Director adjudicates the result as equitably as possible to both sides, with any doubtful points being resolved against the claimer. Under Law 70C, declarer failed to mention the small trump and may well have been unaware of its presence. Her statement that the defenders would get the high trump is the kind of statement often used in conceding the remaining trump, often by leading another suit until a defender ruffs. Declarer had about 280 masterpoints. Three randomly selected players from the Flight B/C Swiss (300, 800 and 450 masterpoints) were asked what they would understand if the declarer said to them, "I'll give you the high trump and the rest are mine." All three thought that would be the only trick at any risk and would be surprised to discover that more than one trump was outstanding. There was a good chance that declarer noted the fall of the ♠Q and the subsequent diamond discard and forgot that there was still a low spade outstanding. A club play would be careless but very possible. The assigned contract was 4♠ down one, +50 for N/S.

DIC of Event: Mike Flader

Panel: Ron Johnston (Reviewer), Charlie MacCracken, Matt Smith

Players consulted: (see The Decision)

Directors' Ruling: 98.0

Panel's Decision: 98.5

✍ This all seems pretty standard to me. If the appellants (E/W) were properly screened, I would recommend an AWMPP for what they should have known would be a waste of everyone's time.

R. Cohen: "A waste of everybody's time. I wonder if the Committee explained the pertinent Laws and procedures of claims to East, or did we lose a chance to

educate."

Stevenson: "Routine ruling and decision."

Rigal: "A good job by everyone here. Yes, it is harsh to East but the rules are set out to cover these situations and everyone involved made a sensible interpretation of what a claim entails and the risks associated with one."

Rosenberg: "I assume North bid 2♦, not 2♥. [We assume so, too.—Ed.] Tough decision, since an expert *would* claim at that point (possibly with no statement). But I guess in flight B/C the ruling is okay."

Kooijman: "These kinds of problems need to be solved at the table. I can't decide whether East was aware of the small trump. I know that I sometimes claim myself just saying that the opponents still get a high trump when they have a non-winning trump also. This decision seems harsh but if East admitted she forgot it is acceptable. I would have liked to read that the Director asked East why she didn't mention the small trump still out."

✍ It may not be very useful to ask why a player didn't mention the small trump that was out. The virtually automatic response from many players would be, "I didn't think I needed to, it was so obvious."

Polisner: "The ruling and the Panel decision are, of course proper, but did North really bid 2♥ and if so, did South really lead a diamond? I know this is a B/C event, but is this what it is like down there?"

✍ One panelist thinks a "kinder" decision would have been more appropriate.

Bethe: "It has always been my assumption that when declarer claims in the process of drawing trumps, as was the case here, that we assume that declarer will finish drawing trumps unless he makes a statement to the contrary. So I would not assume that declarer had forgotten about the small trump."

✍ You know what they say, Henry, about people who ass-u-me.

CASE FIFTY-TWO

Subject (Claim): Claim, Counterclaim

Event: North American Swiss Teams, 26 Nov 99, First Semifinal Session

Bd: 2	Matthew Granovetter		
Dlr: East	♠ Q32		
Vul: N/S	♥ AKJ43		
	♦ 2		
	♣ K732		
Jon Brissman	Dave Treadwell		
♠ 1096	♠ AK85		
♥ 2	♥ Q6		
♦ QJ108653	♦ K7		
♣ 54	♣ AQJ98		
	Harold Guiver		
	♠ J74		
	♥ 109875		
	♦ A94		
	♣ 106		
West	North	East	South
1♦	1♥	1♣	Pass
3♦	Pass	5♦	All Pass

The Facts: 5♦ went down one, +50 for N/S. West ruffed the second heart, then led a diamond to the king followed by dummy's remaining diamond to the ten on which North discarded, but West did not notice. After a pause during which he was waiting for North to lead, West (who had presumed North had won the ♦A) claimed, "on the club finesse." North disputed this, showing his ♣Kxxx, both sides acquiesced and the board was scored. The dispute over the claim/concession took place after two additional boards had been completed. After the round was over, E/W plus a kibitzer agreed that 5♦ was makeable. E/W called the Director and contested the earlier settlement. South said he believed that West had successfully finessed the club before conceding down one, then left and spoke with the kibitzer before returning to retract his

concession. The Director assigned the contract of 5♦ down one, +50 for N/S.

The Appeal: E/W appealed the Director's ruling. East, West, their team captain (Doug Heron) and South attended the hearing. E/W believed the erroneous statement had been made while West was under the false impression that North had captured the ♦A. E/W believed that West had claimed (rather than conceded) and that the time limit for the claim and its adjustment had not expired. South (who admitted he had bad hearing) believed that West's statement had come after he had led and finessed a club. South believed that E/W and the kibitzer had left the table and consulted about the deal and that the grace period for the correction of the concession had expired.

The Committee Decision: The Committee decided that West's claim (as well as being wholly inaccurate) missed a key point. South would have had the chance to discard two spades while the clubs were being ruffed out. At that point West would have needed to play a trump rather than a second spade to make his contract. (When asked to expand on his claim during the hearing, West had missed this point.) This meant that the issue of whether the correction of E/W's claim/concession was timely was moot. The Committee believed that what had taken place at the table was initially a claim (governed under Law 70) but that North and West had agreed to the concession of a trick between them and that accordingly the time limits for correction were governed by Law 71, which made the correction untimely. Since the basic nature of the claim was broadly correct, the Committee might have considered deciding against both sides on the grounds that nothing entitled N/S to +50 on the deal. However, the omission by West in his line of play stated during the hearing was careless or inferior but not irrational and he could be held to it,

particularly given the other irregularities committed during the deal. The Committee assigned the contract of 5♦ down one, +50 for N/S.

DIC of Event: Henry Cukoff

Committee: Barry Rigal (chair), Lowell Andrews, Larry Cohen, Marlene Passell, Michael Rosenberg

Directors' Ruling: 88.8

Committee's Decision: 95.1

☞ My best guess is that the Committee made the right decision for the wrong reason. Our first panelist, one of our two law experts from England, explains why.

Stevenson: "What actually happened? West, believing that North had won the ♦A, made an incorrect claim 'on the club finesse' without noticing that he must lose a trick since the defense will play a spade. However, since he was actually in hand the contract was makeable. The claim was still flawed since West appears not to have considered the ramifications. North contested the claim. Instead of calling the Director, as required by law, there was a discussion and now West re-claimed for one down. This was both a claim and a concession of one trick. The defense acquiesced. Two hands later E/W tried to get the Director to cancel their concession.

"The reasons given for appealing show a lack of understanding of the law. There was both a claim and a concession. The claim can only be changed this late if acquiescence is withdrawn, but that would be by N/S. Despite all this, the concession could still be withdrawn if the Committee decided that the player had conceded a trick that could not be lost by any normal play of the remaining cards. The Committee demonstrated that this was not the case and correctly decided one down. It is fairly clear from the write-up that neither the Director nor Committee actually understood the law. There was never any question of assigning a score and the consideration of whether to give N/S a different score was illegal: Either the concession could be withdrawn or not."

☞ In case you failed to follow that, this case amounted to a question of whether West's concession of a trick to North could be withdrawn. West had conceded a trick to N/S when North disputed his claim. This could have been canceled if the Committee found that there was no way for West to lose the trick on any "normal" line of play. But the Committee demonstrated that there was a line (by trying to use the second spade entry to dummy's established clubs before giving up a trump trick to South). Thus, this case had nothing to do with time limits (the withdrawal was timely until 30 minutes after the session) but only with whether the conceded trick could have been lost by "normal" (careless but not irrational) play. It could!

Our other English law expert says much the same thing: The Committee must judge whether West missed a key point in his concession.

Endicott: "It is rarely my stance to suggest that a Committee has gone wholly wrong; I allow that they hear and see more than the cold words on the page, so I am more inclined to probe where I wonder if something is missing. This case, for example, is one that typifies situations in which only the Committee that has heard the player can judge whether he had missed a key point or whether he was stating his case incompletely. We have to go with the Committee's judgment of that."

☞ Next, another country heard from, much to the same effect.

Kooijman: "The Committee uses a lot of words to weaken its decision. What does it mean to say that 'the basic nature of the claim was broadly correct' when we decide that the claim was incorrect? I am happy that the Committee only considered giving split scores because as far as I understand the laws they don't allow that. Once more this deviation seems to be based on a reluctance to give the non-

offenders a good score.”

☞ One of our panelists was West in this drama. As Paul Harvey would say, “And now, the rest of the story.”

Brissman: “Good job by the Committee. Now for the rest of the story. The quality of play on the hand is embarrassing. North could have beaten the hand at trick one or two by leading or shifting to a spade. When he did not, I could have made the hand by leading a club at trick three. But I led trumps, offering South a chance to win and beat the contract at either trick three or trick four, both of which opportunities he refused. So again I was in control at trick five, but I didn’t even know whose lead it was (I thought North had won the $\diamond A$ at trick four). My claim statement at that point was incomplete and did not encompass all the possibilities, so the Committee decided appropriately.

“When we appeared before the Committee, we did not know which side was appealing. The floor Director initially ruled down one and we indicated that we would likely appeal. A round later, the floor Director returned to state that, upon reconsideration, he was changing the result to $5\diamond$ made five, +400 for E/W, and related that our opponents were now appealing. Another round later, he returned again to relate that, upon re-reconsideration, the result was being adjusted to down one again. Between sessions, the screening Director got involved, asked some previously unasked questions, and said that he would discuss the issue (re-reconsider?) with the floor Director. Neither I nor anyone on my team ever saw or signed an appeal form; the form presented to the Committee was that filled out by our opponents when they thought the contract had been awarded.”

☞ I can only think of one word to describe all of that: “Duh!”

R. Cohen: “Good calls by both the Directors and Committee. The players ignored the laws at the time of the claim by not summoning the Director (Law 68D). The team and table was full of prominent members of the NAC, but why not let the Directors do the job they are paid to do? The claim was invalid and what’s that about a kibitzer helping to find a way to make the contract and trying subsequently to validate a claim? From the chairman of the NAC no less. Tsk! Tsk!”

☞ Several panelists state an attitude toward adjudicating claims to which I wholly subscribe...

Polisner: “A mess to sort out but done well by the Committee. I am a firm believer that claimers have an exceptionally high degree of responsibility to make sure to declare a line of play or suffer the consequences. To me, the only lines of play which are ‘irrational’ versus ‘careless or inferior’ are playing trump from the bottom or jettisoning honors under honors.”

Bramley: “Let’s see. West misplayed the hand (he should have finessed clubs at trick two), failed to see who won a trick, made a blatantly false claim whereby if the defense had won the trump ace (as he thought they had) a spade back would have given him *no play*, and wanted delayed credit for finding the winning line after committing all of the foregoing. I don’t think so.

“My opinion in most claim cases is that no matter how competent declarer may be, if he is in enough of a fog to make a false claim, then we can give him no credit for doing anything else right *on that hand* except following suit. Declarer had already missed the winning play at trick two, so there is no reason to assume that he would not have continued with the third trump, once again leaving himself no play on a spade shift. Since he had claimed on the club finesse thinking that he was *not* on lead, presumably he was unaware that the timing of the finesse made any difference.”

Gerard: “If West claimed without having taken a club finesse and thinking North was on lead, down one was bridge justice. Slip this into your local duplicate and see how many declarers correctly take the club finesse at trick three.”

☞ Two of our panelists were members of this Committee.

Rigal: “An amusing case because of the personalities involved, coupled with the failure of everyone except dummy to even make a token gesture of playing bridge! Some fine detective work by Messrs Rosenberg and Cohen on this Committee made the final decision a lot easier (they spotted the flaw in the claim while I did not). Had it not been for that, the decision would have been far tougher, I believe.

“There were a number of very interesting issues regarding Laws 70 and 71 and I would like for an expert to spell out whether we got those bits of the decision right. When does a claim become a concession?”

☞ David S. and I each discussed part of this earlier. As for the rest, a statement that a player will *win* some prescribed number of tricks is a claim while a statement that he will *lose* some prescribed number of tricks is a concession (Law 68). An agreement to either type of statement is an acquiescence (Law 69). Thus, declarer initially claimed. When North contested (indicated disagreement with) that claim, declarer made a new claim *and* a concession (saying that he would lose one of the remaining tricks and win the others). This was illegal since, if a claim or concession is disputed, Law 68D says the Director must be called immediately and no action may be taken until his arrival (as Ralph points out). The laws provide different standards (and time limits) for contesting claims/concessions (Laws 70 and 71) and for withdrawing acquiescences (Law 69 and 79C). Now, isn’t that simple?

Rosenberg: “Weird case. Do we need cameras?”

☞ You betcha; tape recorders, too!

Finally, our last panelist takes a somnambulant approach to the whole thing.

Weinstein: “If North had won the $\diamond A$, West had no play for the contract on a spade continuation. I am confused about what happened. I’d reread the whole thing again a few times, but I’d rather remain in my confused state.”

☞ On advice of counsel, I won’t touch that line.

CASE FIFTY-THREE

Subject (Revoke): Endplays To The Left Of Him, Revokes To The Right

Event: Life Master Pairs, 20 Nov 99, First Final Session

Bd: 3	Anita Heitler		
Dlr: South	♠ KJ3		
Vul: E/W	♥ 10732		
	♦ J5		
	♣ J963		
Win Allegaert	Mark Gordon		
♠ A96	♠ Q82		
♥ AKQJ6	♥ 98		
♦ Q743	♦ 10982		
♣ 5	♣ AQ87		
	Don Heitler		
	♠ 10754		
	♥ 54		
	♦ AK6		
	♣ K1042		
West	North	East	South
			Pass
1♥	Pass	1NT	Dbl
2♦	Pass	3♦	Pass
3♠	Dbl	3NT	All Pass

The Facts: 3NT went down one, +100 for N/S. Against 3NT South led the ♠4 (fourth best). North won the king and returned the ♠J to declarer's queen. When declarer next played the ♦10, South rose with the king and cleared the spades as North revoked, playing the ♣6. Declarer next ran dummy's hearts, South pitching a diamond and two clubs and North her third spade. Declarer then played a club to the ace expecting South's king to fall (assuming South began with five spades). This was the first board of the round and the revoke was not noticed until after the second board was finished. North remarked at some point, "I guess you didn't see my spade discard." The Director was called. The Director determined that the equity provisions of Law 64C applied to the revoke since the penalty provisions did not apply once a non-offender called to the next deal (Law 64B4). The Director ruled that East had not been damaged by the failure of the endplay against South since North's third spade had appeared

before East made his key decision. The table result was allowed to stand.

The Appeal: E/W appealed the Director's ruling. East stated that he figured South for 5-2-3-3 distribution after North discarded on the third spade, so he played South to have blanked the marked ♣K. He was perplexed when the king didn't drop under the ace, but he didn't say anything immediately after the hand. It wasn't until the next hand that he asked about the distribution. He wasn't sure that North had discarded a spade on the fifth heart: he thought perhaps it had been a club. He thought it unfair that he should go down when he likely would have made three without the revoke. North stated that she had definitely thrown her spade on the fifth heart and that if she had been trying to conceal the revoke she wouldn't have pitched it on a red card. She said she had to keep the ♦J and three clubs and that East had clearly not seen her spade discard.

The Committee Decision: The Committee found that both East and West had been careless and forfeited their right to any equitable adjustment under Law 64B4, East by not noticing the spade discard and failing to call attention to the revoke and West by not calling attention to the revoke after the conclusion of play (as is dummy's right). Had either player drawn attention to the revoke, a one-trick penalty would have ensued. Since the failure to survive the grace period for calling attention to the revoke was entirely due to E/W's carelessness (North not being obligated to call attention to her own revoke), no equity adjustment was appropriate. There was some sentiment that E/W's appeal was without merit since it was questionable whether East could reasonably have believed that he was entitled to an adjustment. However, the majority of the Committee believed that the appeal had merit,

especially since it was not clear how detailed the Director's explanation of the reason for the ruling had been. Even if East knew that his own carelessness caused the denial of his appeal, the applicable law is an obscure one and the standards for applying it are not well-publicized. The Committee therefore did not treat the appeal in the same light that it might have had the subject matter been more familiar.

DIC of Event: Henry Cukoff

Committee: Ron Gerard (chair), David Berkowitz, Marlene Passell, Lou Reich, Peggy Sutherland

Directors' Ruling: 77.0

Committee's Decision: 76.3

✍ The laws are quite specific: Even after the expiration of the time period for *penalizing* an established revoke, the Director is responsible for equity by assigning an adjusted score to the non-offending side if they were damaged. The key question is whether E/W's inattention compromised their right to redress. The Director obviously thought so when he ruled that "East had not been damaged by the failure of the endplay against South since North's third spade had appeared before East made his key decision" and Committee obviously bought it. Since E/W had not called attention to North's revoke soon enough for the penalty provisions of Law 64 to apply, only the equity provisions of Law 64C could be applied. But an equity adjustment must take into account the cause of the damage. If it was judged that East's inattention in the subsequent play was the proximal cause of the damage and not North's revoke, then it would be right to deny E/W any redress. But as some of our panelists will argue shortly, when North showed out of spades was it really so egregious for East to limit his attention to South's discards? While this may be just a bit careless, in my opinion it is more-or-less normal. Thus, in my opinion E/W deserved the protection afforded them by the revoke laws (but not the one-trick penalty they would have been entitled to had they called attention to the revoke before starting the next board).

Ever vigilant, some of our panelists were not seduced as the Committee was by the Directors' arguments. We'll start with one of the Co-chairs of our Laws Commission.

R. Cohen: "Split decision anyone? Why is the Committee rewriting the law and regulation? The statute of limitations on calling attention to a revoke for the imposition of a penalty is when a member of the non-offending side makes a call on the subsequent board, or when the round has ended (Laws 64B4 and 64B5). In the ACBL the statute of limitations for restoration of equity (the result that would have occurred in the absence of a revoke) is the end of the correction period for the session. Did the staff not advise the Committee of the applicable law and regulation? It appears from the write-up that the Committee never considered the difference. I suspect that when North played a club on the third spade and a spade on the fifth heart, declarer only saw a black card which he presumed to be a club. I'm for +600 E/W."

✍ Next our foreign contingent.

Stevenson: "What law were the Committee using in this decision? The equity provisions of Law 64C apply whether E/W are careless or not, and the Committee has no right to forfeit them. It is really not up to the Committee to invent laws. It is true, as the Committee said, that there would have been a one-trick penalty if the Director had been called in time. That is completely irrelevant to this decision. Law 64C says that when the damage caused by the revoke 'insufficiently compensates' the non-offending side there should be an adjustment, and the Committee should concentrate on whether that has happened rather than putting in their own ideas of punishing non-offenders for carelessness. The ACBL generally is too harsh on non-offenders. The further comments of the Committee showed how little they bothered

with considering the one thing that they should have done. To consider at length whether an appeal has merit and not to consider equity at all is unacceptable in this case.”

Endicott: “Did I read somewhere about Mother being an invention of necessity?”

“I have not noticed a law which says the non-offending side forfeits its rights under Law 64C if its player is careless. Mr. Cukoff did well to draw this Committee’s attention to such a law. In the Other World there would be three questions: (1) Was the request for a ruling in time (Law 92B)? (2) If ‘yes,’ did a revoke occur? (3) If ‘yes,’ was the non-offending side insufficiently compensated? If the answer to all three questions is ‘yes’ the law requires that the Director ‘shall assign an adjusted score.’ I think we have no difficulty with (1); as to (2) it is the Director’s duty (and thus the Committee’s also) to determine the facts. If there was a revoke the requirement as to (3) is to decide whether had there been no revoke Declarer would have made a greater number of tricks. Call the fire department.”

☞ The other panelists who disagreed with the Committee’s decision (and the Directors’ ruling) used a variety of platforms for their opposition.

Polisner: “The Committee’s write-up does not satisfy me about the issue of if and when North played the ♠3. In fact, her statement that she had to keep three clubs is only relevant to convince Declarer not to try to endplay South. I am sympathetic to an equity adjustment unless I was completely convinced that the ♠3 was discarded and maybe even if I wasn’t. North’s revoke established a mind set in Declarer which may not have been altered by subsequent play. Certainly without the revoke the contract would have been made. Why should an offender be rewarded in this case?”

Rosenberg: “I disagree. It is not egregious, or even careless, not to notice an opponent following with a card she ‘cannot’ have. Once one’s opponent shows out of a suit, one does not expect to need to recount that suit. And it was black on black. To believe that the spade count is still in doubt kind of contravenes the laws of physics or something. And speaking of ‘the law,’ the partner of one of the Committee members declared a hand at this tournament where he failed to notice his opponent showing out of the key suit—and that was red on black! That Committee member had some nerve calling this East careless.”

☞ The remaining panelists bought the connection between East’s inattention and the damage—or did they?

Bramley: “Correct under current law. But what would have happened in the common alternative scenario in which North did *not* pitch the telltale spade before the hand was thrown in? I believe that the timing provision in the revoke law is inadequate on this point, because frequently the declaring side needs extra time to assimilate the possibility that a revoke may have occurred and to check on it. This is especially true for the first board of a round, when everyone wants to put it away and play the other board. Time-conscious players would normally resolve to look at the hand after the round rather than waste time in between boards. Certainly in cases where the revoke is eventually agreed, common sense suggests that the penalty be applied as if the revoke had been noticed in a timely fashion. My understanding of the equity provision of the revoke law is that it was not intended to cater to an untimely determination of the revoke but rather to inadequate compensation under the normal (timely) revoke law.

“I have a lot of sympathy for E/W in the actual case. West’s relaxation as dummy is strongly recommended by many authorities. Calling it careless is an overbid. East’s failure to notice the revoke is also understandable, because he thought he had a complete count on the hand and had a guaranteed strip-squeeze on South, as long as he (East) paid attention to *South’s* discards. *North’s* discards were

immaterial. Therefore, I would propose the same time allowance even for a proven revoke like this one.”

☞ The remaining panelists bought the same bogus ruling as did the Committee, hook, line and sinker.

Rigal: “The Committee made a sensible decision (and I agree entirely about the AWMPP since the position is sufficiently complex for E/W to feel they were entitled to something). I am surprised that West as dummy would have missed the revoke if it happened, but even if North had accidentally or deliberately concealed the third spade, it is not clear to me that E/W were really entitled to anything.”

Weinstein: “Can’t appeals that are purely a matter of law be denied or at least constrained? Perhaps the Director providing the appeal form should warn the appellants of the lack of leeway in the law of the unappealing appeal and note this on the appeal form. Seems wrong to waste a Committee’s time when the fact situation is not being argued and the Committee has no basis to overturn the initial ruling.”

☞ That depends on how the laws are being applied. In this case it appears the Directors’ judgment was mistaken for law and then sold as such to the Committee.

Treadwell: “After all, the laws are still the laws.”

☞ Sure, that’s easy for you to say.

One final play issue must be addressed. East clearly played South to have started with precisely 5-2-3-3 distribution with the ♠AK and ♣K for his double—a good inference. Had North not revoked, East would have had the option of playing South to have started with either 4-2-3-4 or 4-2-4-3 distribution. After nine tricks East could play South to have come down to ♠10, ♠A and ♣K10 or ♠10, ♠Ax and ♣K. If South has the first holding East must throw him in with the ♠A to cash the ♠10 and yield the last two tricks to the ♣AQ; if South has the latter holding East must play a club to the ace, dropping the stiff king. While this decision would by no means have been automatic, South was clearly aware of the possibilities and had a fairly good chance of reading the position correctly. Thus, N/S should be assigned –600. As for E/W, while we might prefer to assign them something akin to “equity,” Law 12C3 is not available for this purpose in the ACBL. Under Law 12C2 they are entitled to the “most favorable result that was likely,” which in this case is clearly +600.

CASE FIFTY-FOUR

Subject (Incorrect card played from dummy): A Matter Of Law

Event: Stratified Open Pairs, 22 Nov 99, First Session

Bd: 9	♠A10643		
Dlr: North	♥ Q74		
Vul: E/W	♦ 642		
	♣ 62		
♠ KJ5		♠ 8	
♥ AJ2		♥ K10985	
♦ AJ108		♦ K3	
♣ AQ4		♣ J9875	
	♠ Q972		
	♥ 63		
	♦ Q975		
	♣ K103		
West	North	East	South
	Pass	Pass	Pass
2NT	Pass	3♦(1)	Pass
3♥	Pass	3NT	All Pass
(1) Announced; transfer			

The Facts: 3NT made seven, +720 for E/W. The opening lead was the ♠4 to the eight, nine and jack. West then led the ♥J to the four, ten (declarer thought she had called for the king) and three. The ♣9, ten and queen were played to the next trick when North asked declarer how she had gotten to dummy. West said with the ♥K but, of course, the ♥K was still in dummy. The Director ruled that since both sides had played to the next trick, trick two stood as played.

The Appeal: N/S appealed the Director's ruling. They said that since West had called for the ♥K, dummy must play it. East said he was not paying attention and merely grabbed the wrong card.

The Panel Decision: Law 45D says that a misplay by dummy must be corrected if attention is drawn to the error before a member of each side has played to the next trick. Law 53A states, "Any lead faced out of turn... becomes a correct lead... if the player next in rotation plays to the irregular lead." Since at least three players (and maybe all four) had played to trick three, dummy's misplay at trick two could no longer be corrected. Since South accepted declarer's lead from the wrong hand, trick three stood as played. The Panel allowed the table result to stand. Since this appeal was a matter of law and since that law had been explained to N/S, the Panel decided that the appeal lacked merit. The Panel did not assess an AWMPP because it seemed N/S had suffered an injustice.

DIC of Event: Chris Patrias

Panel: Charlie MacCracken (Reviewer), Ron Johnston, Matt Smith

Players consulted: none reported

Directors' Ruling: 99.3

Panel's Decision: 89.3

☞ Ex-cuuse-me! What injustice was that? The one that caused South to follow suit to the ♣9? Or the one that caused N/S to ignore the Director's explanation of the law and proceed with this nonsensical appeal anyhow? No, the real injustice was that this pair escaped without an AWMPP.

Am I the only one who's aghast at this decision?

Brissman: "Suffering an injustice is enough to waive the AWMPP? So if a grand slam makes off the trump ace due to a defensive revoke and the defenders appeal the application of the law, they don't deserve an AWMPP because they suffered an injustice? Puh-leeez."

Stevenson: "The injustice that N/S suffered was their own fault once South had played. I find it incredible that N/S are allowed to waste everyone's time appealing a standard book ruling when they were so careless, and not receive an AWMPP. Compare this with CASE FIFTY-THREE. In that case the Committee was so incensed with the non-offenders' carelessness that they ignored the law: In this case they actually gave them something!"

Endicott: "Even tragedies have their comic elements. I see no injustice and merely wonder why N/S did not shrug their shoulders and put the next board on the table."

Bramley: "Charitable not to give an AWMPP despite the injustice."

Kooijman: "I have seen more of these problems lately, dummy not playing the card declarer asked for. And though I have to give Director and Committee all the credits, I don't like the decision. That means that I don't like the laws in this respect. It would be easy to point to Law 72B: when the offender could have known that the irregularity might damage the non-offenders, the Director should award an adjusted score. That seems applicable here, but on the other hand Law 45D seems to deal exhaustively with this irregularity. Another problem is that I do not like to repair laws based on incidents. Let us make this one a poll, giving me the possibility to check how this European foreigner [Ton refers to himself, here.—Ed.] is read. What about adding to Law 45D: *If it is too late to replace the wrongly played card from dummy, an established revoke has occurred for which Law 64C applies.*"

☞ Ton suggests making dummy liable for a revoke when no one else catches it in time. As the law now stands, dummy cannot revoke. One thing arguing for no change is that the other players all have access to dummy's plays and thus share responsibility for a revoke—while each is solely responsible for his own plays. An alternative to make Law 74C apply to dummy's revoke: it would not be subject to a penalty but it would be subject to an equity adjustment. I could live with that.

R. Cohen: "Chuckle! Chuckle! Heard about this one in Boston. Strictly a matter of law and properly handled by all concerned."

Polisner: "No problem."

Rosenberg: "Okay."

Rigal: "I am not sure whether the Panel's reason for not awarding an AWMPP really stands up, but I can understand N/S being sufficiently aggrieved to wish to pursue it; so in the circumstances I think they made a reasonable enough decision. As to the basic facts; well s**t happens. Someone has to get lucky some of the time. The law as it stands may not be fair to everyone but it is the law."

☞ Say, I think I heard something very similar to that just recently.

Treadwell: "The laws are still the laws."

☞ Ah yes, that's it. Thank's for reminding me, Dave.
"Good grief!"

CASE FIFTY-FIVE

Subject (Correction of card called from dummy): When I Make Up My Mind I'm Full Of Indecision
Event: Stratified Open Pairs, 22 Nov 99, First Session

Bd: 22	♠ K73		
Dlr: East	♥ J1063		
Vul: E/W	♦ A2		
	♣ AK32		
♠ A4		♠ 1062	
♥ A97		♥ Q85	
♦ KJ96		♦ Q10754	
♣ Q1085		♣ 97	
	♠ QJ985		
	♥ K42		
	♦ 83		
	♣ J64		
West	North	East	South
(The players couldn't recall the auction. The final contract was 2♠ by North.)			

The Facts: 2♠ made two, +110 for N/S. None of the players could remember the auction or the play of the hand. North was declarer and at some point she led the ♠3 toward dummy's ♠QJ98 and called "Eight of spades queen" after East had played the ♠10. The Director was called when declarer tried to change her designation. The Director ruled that the ♠8 was not an inadvertent designation and thus a correction was not permitted under Law 45C4(b).

The Appeal: N/S appealed the Director's ruling. North said she always intended to play the ♠Q. Her recollection of her actual words was: "Eight of sp queen." South could not remember but

thought North might have said, "Play low, no the queen." E/W both said declarer completed the designation "Eight of spades" before she saw the ♠10 and tried to correct it to the queen. E/W got North to admit that she had told the Director she got as far as "Eight of sp..." before trying to change her designation.

The Panel Decision: Law 45C4(b) states, "A player may, without penalty, change an inadvertent designation..." Since the Panel received no corroborating evidence that North "always intended to play the ♠Q," the change was not allowed. The Panel found that this appeal lack substantial merit since North could not remember how the bidding or play went and she could not give any reason why she knew the ♠10 was still outstanding. She could only repeat that she never intended to call the ♠8. The Panel assessed AWMPPs to N/S.

Reviewer's Note: North first notified the staff that she wished to appeal Boards 9, 21 and 22 about 20 minutes after the afternoon game ended. During the evening session the Directing staff did not observe her and her husband finish any round early, which made fact gathering impossible until after the evening session. This could have contributed to the players' memories being so poor.

DIC of Event: Chris Patrias

Panel: Charlie MacCracken (Reviewer), Ron Johnston, Matt Smith

Players consulted: none reported

Directors' Ruling: 97.8

Panel's Decision: 97.4

Well, we finally got this ruling right and then issued two well-deserved AWMPPs. Bravo! And the panel agrees.

R. Cohen: "Glad we've learned something since Vancouver. Well done, Directors."

Rigal: "Sensible Director ruling and a properly awarded penalty point—not that this is likely to make any impression on someone who can't remember an auction in these circumstances."

Endicott: "It sounds as though North could be sufficiently experienced to know better."

Polisner: "Okay the way the law is presently."

Two of our panelists snooped out this pair's other two appeals.

Stevenson: "Perhaps it is time these players had the principles of Committees explained. It appears they also appealed CASES FORTY-TWO and FIFTY-FOUR with no real hope of any redress."

Bramley: "If the reviewer's note is correct, this pair appealed in CASES FORTY-TWO, FIFTY-FOUR and FIFTY-FIVE. They won one out of three and got an AWMPP. Nice going!"

And that's why we *must* resolve to issue AWMPPs when they're warranted. Now go back and study CASE FIFTY-FOUR again, those of you who failed to complain about the Panel there not awarding AWMPPs. See if you can understand why "tough love" and not "charity" should be our policy.

CASE FIFTY-SIX

Subject (Inadequate Yellow Booklet): Tastes Good, Or Less Filling?
Event: Blue Ribbon Pairs, 23 Nov 99, Second Qualifying Session

Bd: 27	Geoff Hampson		
Dlr: South	♠ K106		
Vul: None	♥ Q1072		
	♦ 3		
	♣ J10742		
Walter Schafer	Tom Fox		
♠ AJ	♠ Q3		
♥ K854	♥ 63		
♦ A82	♦ KQ765		
♣ A953	♣ KQ86		
	Eric Greco		
	♠ 987542		
	♥ AJ9		
	♦ J1094		
	♣ ---		
West	North	East	South
			2♦(1)
Dbl	3♥	4♦	Pass
4NT	All Pass		
(1) Alerted; Multi 2♦			

The Facts: 4NT went down one, +50 for N/S. After the 2♦ opening bid, West looked at the *Defenses to Artificial Preempts* booklet. Since his side's 2NT openings showed five-five in the minors, he said he needed to ask his partner what system they would use if he overcalled 2NT. (The booklet's complex defense to Multi said to treat a 2NT overcall as 16-18 and respond as to a 2NT opening bid.) Away from the table the Director asked if E/W had been pre-Alerted. He was told they had been and had agreed to play the complex defense. The Director ruled, in accordance with Law 73A1, that the auction had started and E/W were no longer able to discuss or clarify the defense they had agreed to play. The table result was allowed to stand.

The Appeal: E/W appealed the Director's ruling. Only West attended the hearing. E/W agreed

to use the complex Multi defense in the *Defenses to Artificial Preempts* booklet. After South opened 2♦, West discovered that the booklet said that an overcall of 2NT "≈16-18. Respond as to a 2NT opening bid." Since in their strong-club system they did not have a natural 2NT opening, they requested clarification from the Director as to how to respond to 2NT. This would not have been a problem except that they used different bidding structures after notrump rebids following a 1♣ opening, depending on whether the rebid was 1NT or 2NT. When West asked the Director to select a structure from either 1♣-1♦-1NT, which fit the range the booklet assigned to the overcall (16-18), or 1♣-1♦-2NT, which fit the level of the bid (2NT), the Director refused. The Director also refused, at E/W's request, to allow the opponents to arbitrarily specify which structure they would use. West stated that they were an experienced partnership playing a complex system. They had agreed to play the complex defense, but in the perhaps five or six cases where the opponents had opened a Multi 2♦ against them over the years, they had never had occasion to overcall 2NT.

The Committee Decision: The Committee believed that the ACBL holds out the *Defenses to Artificial Preempts* booklet as a complete defense to opponents' arcane openings such that a pair need not prepare a defense or discuss it before a round. For this pair, this was not true. The fault was not with the opponents nor with the pair. E/W had a reasonable expectation of finding a well-described complete defense in the booklet. Given that West was going to overcall 2NT if his partnership knew what they played thereafter, it was reasonable to expect ACBL officials to fill the blank in the booklet. For N/S the Committee allowed the table result to stand. For E/W the Committee assigned Average Plus.

DIC of Event: Henry Cukoff

Committee: Henry Bethe (chair), David Berkowitz, Ed Lazarus, Bill Passell, Marlene Passell

Directors' Ruling: 87.3

Committee's Decision: 64.8

E/W played a system where a 2NT opening was unusual (for the minors). They opened all strong (16+ HCP) balanced notrump hands a strong club and after the (presumed) 1♦ response rebid either 1NT (16-18) or 2NT (19-?). They played different response structures after the two sequences, much as the rest of us do over our natural notrump openings. These differences are not due to the different high-card strengths of 1NT versus 2NT so much as the different space constraints when bidding at the two versus the three level.

The ACBL's booklet of *Defenses to Artificial Preempts* recommends using a 2NT overcall of a Multi 2♦ opening to show a 16-18 notrump hand and then to respond to it as though 2NT had been opened (since that is the level of the bid, although the booklet does not give that reason). Was it too much to ask this pair to see the analogy to a 1♣-1♦-2NT auction? I think not. And what would West's 2NT bid have meant if South had opened 2♥ or 2♠? What would East's responses have shown then? Why not the same here? Shouldn't they be the same?

But why should E/W have to guess whether they're on the same wavelength? Can't they just say, "Treat 2NT as if..."? I think E/W would have gotten it right if West had just overcalled 2NT, but he chose a different action so he wouldn't have to guess what his partner's bids meant. Can you blame him?

E/W should not have been placed at a disadvantage just because the opponents were playing this convention. The booklet was supposed to provide for their basic defensive needs. Is it up to each pair, when a pre-Alert of Multi is made, to study the booklet's defense to make sure it is adequate and unambiguous for their needs? If the booklet has a flaw for a particular pair that needs only a word or two of consultation ("2NT structure") to correct, why not permit it? In my opinion, the Director should have allowed E/W to say which response structure they would use. (The opponents should have insisted on it, too.) And then why, when E/W asked for permission to have the *opponents* designate a structure, were they denied even this simple request? If I were one of their opponents I would have volunteered which structure they should use—regardless of what the Director said. Why should they have to guess what their bids would mean when it would have disadvantaged no one, and been in keeping with the spirit of the game, for them to simply be told, "Use the 2NT structure." We expect the players to observe the spirit rather than the letter of the laws; why not the Directors as well?

First let's hear from the Committee's chairman.

Bethe: "This was a tough case. The ACBL handbook does not anticipate adequately. By the way, we would not allow people to play methods over weak two-bids this weak. Why do we allow methods over Multi this weak?"

Players who by agreement open weak two-bids with fewer than 5 HCP or with more than a 5 HCP-point range may not play any conventional responses. But here South had 6HCP and there is nothing in the write-up to suggest that the range of N/S's 2♦ opening was any wider than 5 HCP. So the convention played here seems completely analogous to a weak two-bid.

The following panelist expresses my position quite nicely.

Bramley: "Crass Director's ruling, presumably in consultation with at least one Director who should have known better. Our regulations, which allowed South to open his classic with an ambiguous high-level bid, succeeded in depriving E/W of the ability to play normally. Both pairs were deprived of the chance to get a fair result at the table. The Directors should have gotten an AWMPP."

Endicott: “A lesson to be learned. If a defense is supplied and it contains options, the supplier should specify a default option to apply when nothing is agreed.”

Rigal: “I have contempt for N/S and their refusal to let their opponents clarify the issue arising from their opening bid. Nonetheless, it is far from clear that this particular problem would have been solved by E/W having the relevant agreement. So I can understand why the Director might have come to the conclusion he did—but I would have expected him to appreciate the problem and clarify the issue as E/W asked him to. I think the Committee made a generous ruling for E/W but I can understand why they did so. In my opinion a storm in a teacup, but I would prefer the Committee to err on the side of E/W than N/S.”

✍ Some panelists thought E/W’s shortcoming in not knowing what response structure they should use after a natural 2NT overcall should govern the decision.

R.Cohen: “I wonder what E/W play when RHO opens 2♥ or 2♠ and they hold 15-18 HCPs in a balanced hand. For a pair that has qualified to play in the Blue Ribbon pairs, it should be a no-brainer to play the same method for 2NT overcalls over the multi-2♦.

Rosenberg: “I think West should have assumed it would be the 1♣-1♦-2NT system that would be used. But I think this whole procedure (the booklet) is so silly that I can’t be bothered thinking about ruling against E/W.”

Polisner: “I disagree with the Committee’s changing the table result. How were E/W damaged? They got to a very reasonable contract from the correct side of the table. Of course East could have bid 3NT, which is clear. The only problem was that diamonds broke four-one so that 4NT was down one. The lack of clarity in the auction was not the problem. Nor do I believe that the *Defenses to Artificial Preempts* needs to be changed to account for E/W’s style. Any bridge player would know that when West’s bid shows 16-18 balanced that East’s bids would not be artificial unless they play some form of transfers normally over strong notrump auctions. Here is a classic case of no harm, no foul.”

Stevenson: “To choose a structure between responses to a natural 1NT rebid and a natural 2NT rebid makes no sense whatever: no-one could possibly play a similar response structure over 2NT to that over 1NT because jumps pass 3NT. The truth is that if E/W had to guess what responses to 2NT meant they would have got them right without difficulty. This is the traditional double shot technique: Try an alternative call; if it fails, try to get the board back from the Director or Committee. The Director was not fooled, the Committee was.”

Treadwell: “If the E/W agreements called for an overcall of 2NT with the West hand (ugh), this is a most unusual treatment. The ACBL cannot possibly provide a detailed defense for players who use very unusual bidding agreements. The E/W players certainly did not have to make an issue of this. They agreed to play the complex Multi defense and were stuck with it. Playing their methods, it would have taken but a moment to glance at the book before agreeing to use it. The book has been around for many years now. A very bad decision to give E/W anything but the table result.”

Gerard: “Look, this isn’t rocket science. Everyone has different methods for 1NT and 2NT (can the auction stop in three of a major after a Stayman response to 2NT?), so these guys weren’t special. The defense booklet says ‘show a strong notrump, bid as if it were 2NT.’ West should have expected East to respond as if to their version of a natural 2NT opening. It was fatuous to think that the NukeEm 2NT or whatever they play had any bearing on the plain meaning of the words ‘respond as to a 2NT opening bid.’ The fault was with the pair, since even a strong

club pair should have had more common sense—when they explain 1♣-1♦-2NT, don’t they say ‘shows a 2NT opener’?

“Okay, the preliminaries are over. West couldn’t not overcall 2NT, otherwise East would be in possession of more UI than has existed on all bridge hands, total, since the beginning of time. How did their methods affect East’s action over 3♥? Could East have doubled 3♥/1NT to show five-four in the minors? Would 3NT after 3♥/2NT have been a transfer? Didn’t East just make a bad bid? Shouldn’t 2NT over Multi show stoppers in both majors? Why were E/W due any sympathy?

“Sometimes the defenses in the booklet are what the artificial users hope that you play, but this one was pretty rational. The Committee did a Martin Luther imitation, appropriate only to the venue of the tournament—not the merits of the case.”

✍ There just had to be a fence-sitter on this one and volunteering for the not-unfamiliar position is...

Weinstein: “Please send your cards and letters to Mr. Bramley, as the new chair of Conventions and Competitions. My term (sentence) as chair has ended before the publication of this casebook. What’s that you say Bart? You weren’t on the Committee when this case occurred. A flimsy excuse if I ever saw one.

“In the meantime, nobody has ever represented the yellow book as a complete defense to some artificial preempts. In the next couple of years when the Alert procedure is simplified, the yellow book will take a somewhat new form. It will be more comprehensive and any pair playing artificial preempts not in the yellow book will be under a very strong onus to have extremely complete and approved defenses. In the meantime, you are allowed to have your own defenses and to refer to them at the table as though they were part of the opponent’s convention card. I am speaking for C&C when I accept Mr. Bethe’s and Mr. Berkowitz’s kind offer of assistance in preparing the new defenses in the coming year or so.

“I have no particular opinion on the case. It is a very strange situation, but I still hate it when the two pairs get a total score that exceeds the normal matchpoints available. It can happen based upon Director’s error, but even if the Director could have been more Solomon-like, this hardly qualifies as a Director error.”

✍ I have to admit, I have sympathy for those panelists who have no sympathy for E/W. But I think the Directors’ handling of this whole situation was so poor that it should have been treated as a “Director error.” In fact, some Directors I spoke to at the tournament said that the table Director should have allowed E/W to get the information they needed. Perhaps an even wiser decision would have been to award *both* sides Averages, as both were “partially” at fault for this problem.

Brissman: “Solomonic.”

CLOSING REMARKS FROM THE EXPERT PANELISTS

Bramley: “The Committees and Panels were *very* good this time. The Directors were Average Minus. The players were, again, horrendous. Maybe the AWMPP’s will kick in *next* time.”

Brissman: “The next time a critic charges that well-connected players always obtain favorable results before Appeals Committees, point out this set of cases where the ACBL President, the NAC Chairman, and an NAC Team Leader all lost their appeals.

“Decisions from appeals have improved noticeably over the last several years, and I’m pleasantly surprised at the quality of the decisions made by Director Panels. The weak link in the ruling process is the floor Director and I have not noticed any improvement overall in this area in the same period of time. Better floor rulings would lead to fewer appeals.”

Gerard: “As usual the Panels look great on paper, as witness my average rankings: Directors 75.9; Committees 79.7; Panels 90.1. This time, however, the Panels had exactly *one* difficult case (TWENTY-ONE). On the rest of them (five cases: ONE, ELEVEN, FOURTEEN, THIRTY-EIGHT, and FIFTY), the Committees outscored the Directors 66.7 to 60. And doesn’t that tell you something, only six challenging appeals out of 56? I guess the Northeast deserves its reputation for pushiness. Too many players who should know better are taking advantage of their reputations to recover losses incurred at the table. CASES EIGHT, THIRTY-SIX, FORTY-THREE, FORTY-FOUR and FORTY-FIVE are the prime examples. I suppose this will continue to happen as long as players see litigiousness being rewarded. They can always hope to come before another ‘Ah merde’ Committee.

“Chernobyl Blackwood has to be shut down. Unfortunately that continues to be difficult to do, thanks in no small part to Goldie’s influence and to those who claim that some huddles aren’t really huddles in this context. Luckily, the cases here involved significant hesitations so they could be considered on their merits. We need to insist that players understand how these auctions are to be conducted. I suppose it’s too late or too utopian to try to eradicate bridge laziness or bad habits, but then the message has to be that you snooze, you lose if partner’s tempo wakes you up. We can’t force you to do the right thing, but we can insist that you adhere to what I’ve previously described as the theoretically correct standard of Blackwood preparedness or risk losing a result obtained with the help of UL.

“I had hoped that we could intone a requiem aeterna over the Rule of Coincidence, but there’s life left in the old nag. Maybe if Wolffie could be persuaded to renounce his creation the few remaining stragglers would see the light.

“The quality of the documentation seems to be improving. If you make the effort to communicate clearly, maybe that means that you’re able to think clearly in the Committee room.”

Kooijman: “It was a tough but interesting job to rate the decisions made in Boston. I am aware of a rather severe approach in my assessments. There were too many appeals due to the lack of real rulings made by the Directors. Try to make the best objective ruling and only if you can’t, do remember there might be an innocent side. I like your AWMPPs, a pity this doesn’t work in an EBL or WBF championship, but maybe the difference between an AWMPP and a VP is not that big. Most important is my observation that the ACBL is really struggling with the score for the innocent side. Two suggestions: Be more tolerant to the offenders, needing a larger range of occurrence and so giving a more practical meaning for a LA. And consider using 12C3, because equity is served by doing so.”

Rigal: “Bart said it first and loudest but I’d like to throw my weight behind stopping the use of ‘Break in Tempo’ in write ups till people show that they know the difference between a pause and an extra pause. Until we do this, all write-ups

including the phrase are suspect.

“I’d like to make a suggestion that where we are looking at actions suggested by tempo breaks, if the pauser does not have the hand that their partner is allegedly playing them for we should approach the case in a more generous spirit—and the reverse also holds true.

“I’d also like to see all decisions made on tempo issues automatically sent to the Recorder or logged by us for future appeals decisions. We are getting enough repeat offenders that the data base would help us all dispense justice at the time rather than to allow us to pontificate in the write-ups when it is too late to change the decisions.”

Rosenberg: “Maybe for the purposes of the casebook we should stop looking at cases involving claims, revokes, miscalled cards, etc. That would reduce our caseload somewhat. Two other issues deserve special attention.

“*Egregious Errors*. I think we should think about totally ridding ourselves of the ‘egregious error’ idea. I don’t think I have *ever* seen this applied in an appropriate manner and I have seen many, many abuses. Chip Martel suggested that perhaps we should ignore everything done by the non-offending side subsequent to an infraction. At least this would simplify our task and it would also have the effect of avoiding Committees with egg on their faces due to poor judgment.

“The Committees in CASES FIFTEEN and SIXTEEN did not even mention subsequent errors by the non-offending side. I would have liked it much better had they shown they were aware of the errors but decided they were not egregious. My fears were realized on CASE EIGHTEEN where the first time an ‘error’ was mentioned it was considered (ridiculously so, in my opinion) egregious. In CASE FORTY-THREE, the Committee took great pains to point out that declarer had misplayed and thus was not entitled to redress. In CASE FORTY-FOUR, the Committee denied E/W redress on the grounds of their ‘egregious’ (it wasn’t) misdefense. In CASE FIFTY-THREE, the Committee denied declarer redress after his ‘egregious’ play.

“In not one case in the set did the Committee come to the conclusion that the non-offending side had made an error, but that the error did not result in losing their right to redress. I think what happens is that Committees consider the action; if it seems reasonable, no problem, but if it is a clear error then it must, ipso facto, be egregious. If they can see the error, they reason, the player should have also. But this is totally wrong thinking. Bridge is full of errors and players, playing their normal game, should not lose out to opponents who have committed an infraction. A 0% play may still not be egregious if it seems reasonable or plausible. Only when it is something hideous (such as a revoke) should it be considered egregious. If we go to the ‘no egregious error’ rule, all this will cease to be a problem.

“*Procedural Penalties*. In CASE THIRTY-TWO, the Committee ‘considered whether E/W should be assessed a penalty for not knowing their conventions and for having inadequately filled out convention cards; they decided not.’ In CASE THIRTY-NINE, ‘N/S were assessed a 1-VP PP for North’s failure to correct the MI.’ In CASE FORTY-ONE, ‘The Committee issued a one-tenth of a board PP (those ranging from one-tenth to one-quarter of a board were considered) to E/W to make clear their need for better partnership agreements.’ In CASE FORTY-FOUR, ‘The Committee considered assessing a PP against N/S for misapplying or misexplaining their system. However, because no adjustment was given and because the violation was not egregious or abusive, the Committee decided against it.’ In CASE FORTY-NINE, the Committee ‘decided that E/W had committed an infraction by failing to volunteer a full explanation of their methods without being asked. A 0.15 board PP was assessed against E/W.’

“Isn’t it clear from these penalties/non-penalties that the whole PP thing is arbitrary and random? Unless a uniform and just method can be found for imposing these penalties, I think we’re better off without them.”

Stevenson: “One thing that the ACBL needs to do is to educate people in the use

of Law 73C. Appeals Committees and casebooks are trying, but a fresh approach is needed. A series of articles in the ACBL Bulletin would help, but my suggestion is for small cards paraphrasing Law 73C to be available: once there is a situation involving UI, a card would be handed to the player concerned so he would know his responsibilities under the Law.

“I have read the Editor’s description of how Law 12C2 is to be applied in the ACBL. Not everyone does it that way, but let us assume it is the official way. Suppose you are bidding towards a possible slam. There is an infraction by your opponents and they play in some doubled contract. It is decided to disallow that, so how should an ACBL Committee adjust? Now suppose the Committee decides you would reach the slam one time in three, playing in game two times out of three. A European Committee would adjust to the slam making under Law 12C2 (‘the most favorable result that was likely’) but according to the Editor, an ACBL Committee would rule the slam as not ‘likely.’ According to him, when one possibility is more likely than another by a fair degree, the lesser possibility is treated as not likely.

“Is this fair? A pair who have done nothing wrong have had the chance to show their slam bidding technique removed by an infraction. They might have reached the slam, but the ACBL is not prepared to award it to them. Why are they acting this way to non-offenders? I know that the ACBL is worried about Bridge Lawyers who are trying to use the laws for gain, but still this is a very unfair approach. The offenders have actually gained from their infraction one time in three: is this desirable?

“What is the solution? The rest of the world has two solutions and I recommend the ACBL to try one or both. First is to redefine a likely action to be one that would have happened one time in five, or even less if there are multiple possibilities. Then let the non-offenders have the benefit of the most favorable result and now they will be allowed a slam that they might have made.

“The other solution is to enable Law 12C3. This law permits a Committee ‘to vary an assigned score in order to do equity.’ This means that a Committee can give weights to various possibilities and a score calculated on this basis. In the example given above, a Committee could assign 40% of a slam making, 60% of game. This means that the non-offenders get consideration for the fact that they might have reached slam but do not get the ‘windfall’ effect of getting all the score for slam. Players like it and find it acceptable. Note that the figures quoted give the non-offenders a little extra: This ‘benefit-of-the-doubt’ approach is very acceptable to the players and means the offenders never gain.

“It is possible to apply Law 12C3 in more than one way. For example, the Editor has suggested that only the non-offenders should get the benefit; does he realize this gives the offenders a better score in the example above? However, I am not interested in the detail: I suggest that the ACBL give it a limited trial in a NABC+ event with guidelines for the Committees. (I would be happy to help with producing the guidelines.) The WBF and Europe are giving Directors such powers, but the ACBL should take one step at a time and start with Committees.

“Law 12C3 is liked in the rest of the world: Is it not time it is tried in North America?”

Treadwell: “Too many cases, a number of which should never have been brought to Committee or Panel. Committees handled 31 cases and Panels 25. Committees handed out AWMPP awards in four cases and Panels in five. Another six or eight cases could have reasonably been given this award. This raises two interesting questions. 1. Do we have any information on the effectiveness of AWMPP awards in reducing the number of meritless cases? 2. Have any players accumulated enough AWMPP points to warrant taking the next step and bring them before a Committee? This method has been in effect for several years now and I think some report on its effectiveness is desirable.

“Directors’ table decisions, in general, were pretty good. I rated only five out of 56 on the bad side. With regard to the quality of Committee/Panel decisions, the Panels did very well and I rated only one of their 25 decisions as bad. Not so for the

Committee decisions; at least four of their 31 decisions I rated as bad. We should do better than this. There are still too many players who hold the view that, if an opponent has broken tempo and achieved a good result, they are entitled to redress more or less automatically. And some Committees lean much too far in this direction. The same reasoning also is applied far too often in MI cases.

“All this adds up to the fact we must do a more thorough job of educating players, Directors and Committees that there must be a causal link between an alleged infraction by one side to possible damage to the other side before redress is in order.”

CLOSING REMARKS FROM THE EDITOR

How'd We Do?

As usual, I've analyzed the performance of the various groups in Boston (Directors, Panels and Committees). And once again, for the sake of simplicity, I've chosen to classify each case into one of only two (Good or Poor) rather than three (Good, Okay, Poor) or more categories. Thus, some cases in each category will inevitably display elements of the other (i.e., some cases classified as "Good" will have some "Poor" aspects while some classified as "Poor" may not be uniformly so). The first table presents cases heard by Panels; the second cases heard by Committees.

		Panel's Decision		Total
		Good	Poor	
Table Director's	Good	16, 17*, 19, 20, 21, 22, 28*, 37*, 45, 51*, 54*, 55	29	13
Ruling	Poor	6, 23*, 25, 33, 35, 36, 42	15, 26, 34, 39, 47	12
Total		19	6	25

* Missed AWMPP or PP

Table 1. Cases decided by Panels

		Committee's Decision		Total
		Good	Poor	
Table Director's	Good	2*, 3, 5, 8, 11, 13, 30*, 31*, 40, 43*, 44, 46, 52	9, 10, 32, 48, 49	18
Ruling	Poor	1, 4, 12, 14, 24, 50	7, 18, 27*, 38, 41!, 53, 56	13
Total		19	12	31

* Missed AWMPP or PP

! Issued unnecessary AWMPP or PP

Table 2. Cases decided by Committees

Looking at the quality of the table rulings, considering all cases together, 31 of the 56 rulings (55%) were good while 25 (45%) were poor. This is somewhat poorer than the 64% "good" decisions we saw in San Antonio and still well below the accuracy level we would like to see. Once again, in a number of cases rulings which were good in terms of their bridge content had other problems, such as failing to warn, educate or penalize players whose actions at the table needed correction. As happened in San Antonio, I believe that the quality of table rulings has been reduced by the assignment of top Directors to the appeal process (the Panels). This problem still needs to be addressed by management.

The Panels' performance, while still relatively good, turned out to be somewhat

poorer than we saw in San Antonio. Of the 25 Panel decisions, 19 of them (76%) were good compared to 87.5% in San Antonio. Of the six poor decisions, five of them ratified poor table rulings.

Committees' performance showed a definite improvement. Nineteen of the 31 cases (61%) were decided correctly as compared to only 48% in San Antonio. But once again most of the poor decisions (7 of 12) involved failing to correct a poor table ruling. It seems that Committees and Panels alike are unduly influenced by the initial table ruling and too often fail to make their own independent assessment.

Overall, good appeal decisions were made in 38 of the 56 cases (68%) with Panels running slightly ahead of Committees (76% versus 61%). According to my analysis and those of a number of other experts I've spoken to, much of this appears due to the superior quality of bridge input available to the Panels compared to that available to the Committees. Most top players, it seems, are willing to offer their bridge opinions when approached in the playing area while they are unwilling to show up after the evening session to serve on Committees.

The first year's performance of Directors, Panels and Committees seems to have reached a point where we can make some predictions. I estimate that we can expect the quality of table rulings to average around 60% while those of Panels and Committees to come in at around 75% and 50% respectively. None of these strike me as impressive or even acceptable but a slight nod must go to the Panels for approaching a modest level of performance due largely to the higher quality of bridge input available to them. With the second year of testing still ahead of us, we will see if the first year's "returns" will serve as accurate predictors as year two of the test progresses.

Reactions to Panelists' Closing Remarks

Both Bart and Jon point out the good performance of the Panels and the need for improvement in floor rulings. Ron acknowledges the superiority of Panel decisions on "easy" cases but says that it evaporates on "difficult" cases. He also points out that the good performance in Boston was due largely to the small number (6) of challenging cases. It is especially telling that Ton Kooijman, a Chief Tournament Director in Europe and current Chairman of the WBF Laws Committee, attributes the high number of appeals to a "lack of real decisions" at the table.

Barry reiterates and supports Bart's position that the time taken to make a call is not the same as the proportion of the total time that is over and above what is appropriate for the situation. He asks scribes and appeals people in general to stop referring to both as simply "breaks in tempo." While I clearly support this position (*If It Hesitates, Shoot It!* was directed at precisely this issue), I should point out that it is not necessarily appeals people who are ignoring this distinction. Often they are simply reporting "allegations" made by players. But Committees and Panels (and hopefully even table Directors) must *use* this distinction to obtain better quality facts and report their findings (and decisions) with greater clarity and precision.

As for Barry's suggestion that the hesitator's hand should be considered in tempo cases (i.e., we should be slower to adjust scores when the hesitator does not hold the type of hand that his hesitation seems to imply), I am still reluctant to go along. Many players are not very good at "reading" their partner's tempo, and the partner in turn may not be very good at communicating his intentions. A player who hesitates with no apparent reason may simply have poor bidding judgment and his partner's unusual action should still lead to a score adjustment when it works—just as it would have had the hesitator "had his hesitation." There is still damage to the opponents, and it would be of little consolation to tell them, "Well, he didn't really have his huddle and besides, they reached a poor contract, so the table result stands." Use of UI is still redressable, and less-than-ethical players with poor bridge judgment need just as much correction as those with better bridge judgment. Today's unethical Flight-C player is tomorrow's unethical Flight-B player and the following day's unethical Flight-A player. Better to start the education today.

Surprisingly, the number of "repeat offenders" in tempo (or other types of) cases is fairly small. However, Barry's recommendation that we log or otherwise

track these players is a good one (as it was when he made it in the San Antonio casebook). The Recorder system (or one very much like it run by the Appeals Administrator or Manager) would be quite suitable for this purpose—once we get our database up and running. In fact, Linda and I have been planning such a project for some time now. It is a lengthy and time-consuming task, but rest assured that we have not given up on it and are intent on making it happen as soon as possible.

I would guess that Michael's desire to dispense with including cases involving claims, revokes, miscalled cards and the like in the casebooks reflects his lack of interest in such cases (and he's right, they are uninteresting to most). However, the casebooks are intended to help Directors, players and appeals people at all levels, many of whom don't attend NABC tournaments. While these cases obviously represent only a small proportion of those we see, they arise with enough regularity and present enough problems when they do occur (anyone remember the "Oh S**t" case?) that continuing guidance is needed. Panelists may comment on as many (or as few) cases as they wish. Perhaps a bit more selectivity on which cases each of us chooses to comment on is the solution.

Michael's point about egregious errors is well taken. The concept seems poorly understood and, as a consequence, widely misapplied. It has become de rigueur to use the term "egregious error" to describe any bridge judgment that fails to agree with the Committee's own judgment. I've found that most misapplications occur when a Committee lacks sufficient bridge expertise to grasp the legitimacy of the reasons for the "variant" action. (The Committee thinks reflexively rather than analytically.) The Committee's judgment in CASE EIGHTEEN, a case Michael cites, is a good example of this. But even top players can inappropriately impose their personal philosophy on others by treating any action which they personally would not take as an "error." The attitude of some panelists in CASE SIXTEEN and the Committee in CASE FORTY-FOUR are two good examples. Certainly any error is not automatically "egregious." I'm reminded of the definition of an "idiot" as, *someone who does not yet know what you just learned yesterday.*

Michael is right in CASE FORTY-THREE that the Committee incorrectly used declarer's inferior (but not egregious) line of play as an excuse to deny her redress. Contrary to the Committee's conclusion, it wasn't her line of play that justified denying her redress (there were other legitimate reasons for this, so the proper decision was reached). Similarly, the egregious misdefense cited by the Committee in CASE FORTY-FOUR and used to deny redress was nothing of the sort (though it was clearly less than competent), while the implausibility of the opponents' description of their methods, which the Committee virtually dismissed, was the key (and again, serendipitously the proper decision was reached). In CASE FIFTY-THREE, an innocent (though perhaps careless) oversight in the play was used to justify denying redress (this time causing a very poor decision).

Michael's identification of the source of the problem is right on target. In fact, the very mechanism he cites is why I've done "blind previews" to help Committee members appreciate the players' problems as they happened at the table (without knowing the whole deal). This is just another manifestation of the "I-Knew-It-All-Along" effect, described in my closing comments in the San Antonio casebook.

While Michael has identified the problem quite accurately, his (and Chip's) solution does not seem a good one. Many panelists are readily able to identify the critical judgment errors (by the Committees—not by the players). Perhaps having an advisor sit in on each hearing, remain detached from the deliberations and help point out these problems when they surface could help. (On the negative side, I tried to do just that in CASE THIRTY-TWO and was "blown off" for my efforts. And the same fate befell me in a case in Cincinnati) Blind previews, advisors, and perhaps other techniques still offer hope. But ignoring the subsequent actions of non-offenders will only create other problems (it's a "grass is always greener..." or "out of the frying pan..." solution), like players taking wild or gambling actions to attempt free double-shots.

Can't we just deny the "double-shots" where we find them? We could, but that would just mean redrawing the line to distinguish double-shots. The only difference

from what we're doing now is that the new line would be in a slightly different place (double-shot versus consequent damage) that would be no easier to locate. With nothing to gain, we'd create an atmosphere in which, as soon as a player thinks an opponent has committed UI, the Director would be called and an adjusted score requested. Since (almost) nothing would affect their right to redress, players would turn over rocks to find hesitations...or whatever. Complaining rewarded.

Michael is again on target in pointing out the inconsistent use of PPs. Most errors of bridge judgment don't qualify for such penalties, nor do isolated technical infractions such as inadequately filled out convention cards, failures to correct MI, not having a partnership agreement, misexplaining an agreement, or lack of full-disclosure. However, there are infractions for which a PP is appropriate, as even Michael realizes (see CASE FORTY-FIVE). The key is whether the infraction is flagrant, egregious (there's that word again) or repetitive. Another criterion is whether the player should have known better—which is another way of saying that they had the experience and skills to have avoided the problem. Making such decisions requires judgment. But just because a judgment is difficult, doesn't mean we should avoid making it. After all, look at CASE FORTY-FIVE.

David Stevenson raises several though-provoking points. First, he is quite right that Committees and Directors sometimes behave as if they did not appreciate the provisions of Law 73C, which reads:

C. *Player Receives Unauthorized Information from Partner*
When a player has available to him unauthorized information from his partner, as from a remark, question, explanation, gesture, mannerism, special emphasis, inflection, haste or hesitation, he must carefully avoid taking any advantage that might accrue to his side.

David's point is that, once UI has been made available to a player by his partner he is required to *actively* avoid taking any action that might have been suggested by it ("...he must carefully avoid taking any advantage..."). Committees and Directors repeatedly fail to hold players to these standards (see CASES THREE, TWELVE, NINETEEN, TWENTY-THREE, TWENTY-EIGHT, to name a few in the present casebook), either by not assessing an AWMPP when a pair appeals an obvious score adjustment or by not issuing a PP at the table when a player took an action that was clearly suggested by his partner's UI. While we must avoid being overly punitive when there is room for doubt, we must take a more proactive approach to stamping out these types of undesirable behavior in clear situations.

Regarding David's comments about our application of Law 12C2 (to the non-offenders), let's consider his example. In bidding toward a possible slam, the opponents commit an infraction and end up playing a doubled contract (below slam level, since there is doubt that slam would have been reached). The Committee decides that, while it is "at all probable" that slam would be reached (i.e., it would be bid a non-negligible portion of the time by the pair's peers), it is not "likely." Although David does not say so, we would clearly adjust the offender's score to minus-the-slam. The issue he raises is what score should be assigned to the non-offenders. I will assume the Committee, by whatever criteria, correctly judged that the slam was unlikely to be bid, but that some significant chance of it did exist.

I'd love to be able to use Law 12C3 to assign the non-offenders "equity plus" (or, as David put it, the "benefit-of-the-doubt")—i.e., their expected outcome on the board, giving them the benefit of any doubt. However, ACBL regulations require that we assign them a score under Law 12C2—not 12C3. Thus, we must assign them the score for either game or slam, but not something in between. True, they've been deprived of the chance to demonstrate their slam-bidding technique.

Why should the non-offenders be punished for their opponents "misdeeds" David asks? The answer, of course, is that they shouldn't. In Candide's "best of all possible worlds" we'd use 12C3, which I've long lobbied our Laws Commission to allow (asking them to request that the BOD rescind their specification against our using it). So given our constraints, which score should we assign the non-offenders? Game or slam?

Back in the days when we would more-or-less routinely assign non-offenders the score for the slam making whenever we assigned the offenders the reciprocal score (which we shouldn't have done, but such is human nature), we found that pairs failing to reach their optimum contract were increasingly coming to us with complaints of alleged hesitations and other irregularities by the opponents—even when there was little or no connection to the result. And human nature being what it is (where there's smoke, there's fire?) Committees were handing out more and more good scores as rewards for “reporting” these irregularities. As Wolffie would say, “The candy store was open.”

Even as we went through revision after revision of the criterion for judging a result to be likely (the 25% Rule, the some-number-of-the-player's-peers guideline, the 1-in-3 guideline, etc.), Committees were crying for more and more guidance in making these decisions while handing out more and more good scores to the complainers and finding few cases to be without merit. Something had to be done.

Finally, in 1997 we advised our Committees to judge a result to be likely only if it was one of the most likely results and not just a minor possibility. In other words, if one result was clearly *and by a good margin* more likely than others, the less likely ones should not be considered “likely” just because they passed some numerical criterion (such as 33% or 25%).

Do I prefer this method? Only if 12C3 is unavailable. Occasionally we run into situations like David's where a pair is denied a chance to bid a slam they probably would not have bid—but might have. While I would like to use Law 12C3 to assign them equity, as it is it should be remembered that the Committee had the right to decide that bidding slam was likely enough to call it likely and thus assign the non-offenders that score. If the Committee thought bidding slam was unlikely, why should the pair be given credit for bidding it? Is this fair to the rest of the field? (Sorry if I sound like Wolffie, here.) How would we feel if a pair won a National Championship because a Committee gave them the score for bidding a slam that only a few other pairs actually reached?

I reject David's solution of defining likely as, say, any one-in-five action. This suffers from the same deficiencies that rightfully led us to reject the old 25% Rule (and the Laws Commission's more recent 1-in-3 criterion that was misunderstood and often misapplied). Arbitrary numerical criteria simply cannot work. It can't be right to assign a pair a score judged 33% likely but not one judged 31% likely (while ignoring the other results). Where do we think these numbers (25%, 33%, 20%) come from (either as proposed criteria or the judged likelihoods of results)? We can't treat them as if they had the same validity and precision that numbers in general seem to have. If you judge a result to be 35% likely, how did you arrive at that number and what objective reality has it? If ten equally likely results exist on a deal (each 10% likely), which should we assign? None meets any numerical criterion for being likely, yet we have to assign one of them. How do we deal with these situations? We cannot create a mathematical morass for Committees. We need to propose simple, intuitive concepts. For example, we can all judge whether we think a result likely enough to assign to the non-offenders. But few of us can judge if a result is over or under 33% (or 20%, or whatever) to qualify as likely.

Life is full of tradeoffs and things that aren't fair. A pair is not entitled to a minor possibility as a result simply because their opponents did something wrong on the deal. We will always have to draw the line at what results we will allow as redress and what results are too improbable. There must be some slams that even David would not assign the non-offenders (or, for that matter, the offenders) after an infraction because they are simply too unlikely to be bid. We should also keep in mind two other points: First, if the non-offenders had been capable of bidding the slam, they might have bid it in spite of the opponents' infraction. Second, when bidding a slam has a much lower probability than stopping in game, then assigning the score for game is closer to equity than assigning the score for slam.

And now a message for BOD members: David is right that we should at least be given the opportunity to try Law 12C3 in the ACBL. It is not a perfect solution to our problems (indeed, a perfect solution does not exist). It is exactly what David

claims it to be: an approach that is “very acceptable to players.” Indeed, it just feels right to receive the score you would expect to achieve, on average.

If this approach is adopted, then (unlike David) I would not like to see 12C3 applied to the offenders—in general. Offenders should be assigned the 12C2 “most unfavorable result that is at all probable.” The reason for this should be obvious: If offenders are given equity minus (their expected result on the board, with doubts resolved against them), they are in a win-or-come-close-to-breaking-even position. They either get away with their illicit action (if the opponents miss the irregularity) or they get close to their expected result, as if they did nothing wrong. Thus, they almost never lose and even when they do they don't lose very much. Such rulings would make it profitable to push the envelope of acting on UI. We should be very reluctant to give anything to the offenders other than the worst result that was at all probable; we should be slow but willing to give “reasonable” (but not undue) redress to the non-offenders. As Goldie used to say, “Treat the offenders as likely criminals, and the non-offenders as suspects.”

One other thing. When (not if) we allow 12C3 for Committees, we must also allow it for Directors (even if we call it a “test”); we can't create a situation in which a ruling must be appealed in order to get the best justice the law allows.

Dave Treadwell's question of the effectiveness of AWMPPs is a good one, but it's not true that “this method has been in effect for several years now” (I guess when you pass a certain age...); it has only been in effect for about a year (since Chicago, Summer 1998). In that time, no player has received more than one AWMPP. Perhaps that's an indication of its effectiveness (we can hope). With no data on the days of \$50 deposits, we have no basis for comparison. There's also the problem that Committees and Panels haven't been issuing AWMPPs as consistently as they should. This has been one of my major themes throughout this and the past few casebooks. AWMPPs are only warnings, yet we still see the same reluctance to issue them that occurred with deposits. Perhaps it's just human nature, a reluctance to “call” people on their morals. Perhaps there's a hint of, “There but for the grace of...” My guess is that it's still too early to judge the effects of the policy.

Dave's assessment of the quality of the table rulings is not mine or that of the other panelists, but his observation that Panels are doing better than Committees is probably accurate. (But as we've already seen, Ron attributes this to the relative ease of the cases that have been heard.) Dave is right that we must do better!

As I've said in the past (see San Antonio, especially CASE FORTY-ONE and my Closing Comments), one way to deal with reshaping players' attitudes is to use the Screening process. Cases with questionable merit should be identified early on in Screening and the appellants told that they will very likely be assessed AWMPPs if they persist with their appeal and fail to win. Another way to reshape attitudes is for table Directors to consistently make better rulings and deal more harshly, via PPs, with flagrant ethical actions and undesirable attitudes.

Finally, I had planned to share with you my thoughts about the WBF's Code of Practice (see the following Special Section) and discuss its first test run at the Bermuda Bowl this past January. But time and space have conspired against me. I'll present my comments in the next (Cincinnati) casebook along with those of any other panelists who will share them with me. This combined commentary will appear along with some additional information on its second test run at the World Olympiad this coming August-September in Maastricht. Until then...

SPECIAL SECTION

The WBF Code of Practice (for Appeals Committees)

Composition of Appeals Committees

It is considered that an appeals committee is ideally comprised of not fewer than three members nor more than five. The World Bridge Federation (WBF) recognizes that there can be circumstances in which an appeals committee may comprise one individual but regards this as unacceptable at international level and to be avoided where possible at national level. It is for the sponsoring organization or regulating authority to establish by regulation its decisions in respect of these matters.

Personnel

The view is taken that an appeals committee will incorporate a quota of strong players together with other members considered to be of broad bridge experience and to have a balanced objective approach to the decision making process. The Chairman of a committee should ensure that the strong players play a leading role in questions of bridge judgement and that the other members of a committee are influential in seeking a balanced judgement when applying law and regulation to the bridge merits inherent in the facts as they appear to the committee. It is desirable that at least one member of a committee should have an insight into the laws of the game, but it is not that member's task nor the function of the committee to establish what law is applicable and how it is to be interpreted; these are matters to be enquired of the Chief Tournament Director (i.e. 'The Director' to which Law 81 refers) or his nominee for the purpose. The committee applies the given interpretation of the law to the facts and circumstances of the case. For the recording of the process and the decisions, together with the basis for them and relevant information, the WBF recommends that each committee should have, or should appoint one of its number to be, its Scribe.

Withdrawal

A committee member who has prior knowledge of the subject matter of an appeal, of a kind that may affect his objective participation, should recuse himself from the committee and will preferably be substituted. In an international tournament a committee member may decide to recuse himself because he feels too closely involved, or feels he may be biased, or has discussed the matter with interested parties, or has pre-decided the outcome. It is expected that co-nationals of players involved in the appeal will constitute at most only a small minority of the committee.

Function of an Appeals Committee

The committee is to hear and make judgement upon an appeal duly made as the laws and the applicable regulations determine, from a ruling by a Director (in person or by an assistant on his behalf). An appeal against a ruling may only be made by a side present at the table where the ruling was given. No account is to be taken of the interests of other contestants in the outcome. The consent of any absent person is to be assumed when considering that:

- (a) an appeal from a ruling in a pairs tournament must have the consent of both members of the appellants side;
- (b) in a team tournament the captain of a team may determine that an appeal shall be entered notwithstanding the wishes of his players; where players wish an appeal to be entered it requires the consent of their captain for this to be done.

An appeal shall not be entertained if it does not have the consent required.

Appeals under Law 93B2 are to be heard by the committee and this has and may exercise all or any of the powers of the Director in resolving them. Appeals of questions of law or regulation are heard by the Chief Director; a further appeal against his decision may be made thereafter to an appeals committee which has no power to overturn the Chief Director's decision but may recommend to him that he

reconsider. The committee may recommend likewise to the Director a review of any disciplinary penalty that he may have applied under Law 91A but may not rescind or vary it (powers that it does have in relation to Law 90 penalties). An appeals committee does have the power to apply a disciplinary penalty if the Director has not done so and there is found to have been a breach of the laws governing conduct that the Director has not penalized. The WBF recommends the greatest restraint in exercising this power when the Director has not done so and points to the possible alternative of admonishment if a majority of the committee is strongly of the opinion that some action is justified.

The duty of a committee is to hear the statements of the Director and the players, to allow captains to speak thereafter if they wish, and to explore with questions any aspects of the matter that a member wishes to clarify. The Director who presents the facts and the ruling to the committee should be the Director who went to the table. Evidence should be interrupted as little as possible and committee members should carefully avoid direct exchanges of opinion with other persons in attendance. A wholly courteous manner is fully as essential in the committee members as in those appearing before them.

In his discretion the chairman may ask to see the appeal form prior to the hearing.

Decisions of Appeal Committees

No decision of an appeals committee is valid if not agreed, in the manner described hereafter, by a vote of the participating members of the committee. A participating member is one who has been present for the proceedings from the commencement of the Director's statement through to the final vote taken at the conclusion of the private deliberations of the committee. The Director's ruling remains unaltered when there is not an agreement to change it supported by a majority vote of the committee, the Chairman having an (additional) casting vote in the event of a tie.

Appeal to 'National Authority'

Under the laws it is mandatory that arrangements exist for an appeal to be made to the national authority from the decision(s) of an appeals committee. No appeal to the national authority should be entertained if the prior stages of ruling and appeal have not been pursued and exhausted. It is legitimate for the national authority to set some limitation on matters that it will hear; it is a widespread practice, commended by the WBF, that the national authority will not review value judgements except where the appeals committee has made a judgement that can have no basis in its findings of the facts of a case. Debatable matters of law and/or regulation are valid questions for the national authority.

At international level the WBF urges that arrangements be instituted for an appeal to be considered against the decision of an appeals committee. However, the nature of international tournaments is such that appeals of this category should be restricted; it is suggested that to be heard such an appeal should be certified by one of a small number of nominated senior and expert individuals to be worthy of consideration. If this certificate is obtained it is recommended that the appeal be heard by a joint meeting of, say, the Rules and Regulations Committee with the Laws Committee under the chairmanship of the President or of his nominee for the purpose. Where this procedure applies, as for its own tournaments is henceforward the case with the WBF, the certifying individual is empowered to dismiss the appeal if he/she does not find its content appropriate for the attention of the joint committees.

Score Adjustment

The award of an assigned adjusted score (see Law 12C2) is appropriate when a violation of law causes damage to an innocent side (although the extent of redress to this side may be affected, see below, if it has contributed to its own damage by irrational, wild or gambling action subsequent to the infraction). Damage exists when, in consequence of the infraction, an innocent side obtains a table result less

favourable than would have been the expectation in the instant prior to the infraction.

If the damaged side has wholly or partly caused its own damage by irrational, wild or gambling action, it does not receive relief in the adjustment for such part of the damage as is self-inflicted. The offending side, however, should be awarded the score that it would have been allotted as the normal consequence of its infraction. A revoke by the innocent side subsequent to the infraction will affect its own score but again the infractor's score is to be adjusted as before without regard to the revoke.

Law 12C3

This section of the laws operates unless the Zonal Authority elects otherwise. It applies in WBF tournaments. The purpose of this law is to enable an appeals committee to form a view as to what is an equitable outcome in the score, and to implement that outcome, if it considers that the mechanical application of Law 12C2 does not produce a fair answer for one or both of the sides involved. It makes the appeals committee the final arbiter of equity.

It is desired that Law 12C3 be amended to extend the powers it currently gives to appeals committees also to Chief Directors. (This could be a zonal option.) It is the function of the Director to make a ruling in a judgemental matter, having consulted appropriately, that executes most accurately the intention of the laws. The desire is that the Director shall not rule automatically in favour of the non-offending side when he is in no doubt that a true judgement requires him to rule otherwise. [The question of the law change is being pursued.]

Inclination of Committee

The expectation is that each appeals committee will presume initially that the Director's ruling is correct. The ruling is overturned only on the basis of evidence presented. For this reason the Director must inform the committee if a ruling in favour of the non-offending side reflects a margin of doubt that continues to exist after the appropriate consultation procedure.

Ethics

A contestant may only be penalized for a lapse of ethics where a player is in breach of the provisions of the laws in respect of the conduct of players. A player who has conformed to the laws and regulations is not subject to criticism. This does not preclude encouragement of a generous attitude to opponents, especially in the exchange of information behind screens.

'Unauthorized Information'

Any information used as a basis for a call or play must be 'authorized.' For information to be deemed authorized there must be an indication from the laws or regulations that the use of that information is intended. Authorization does not follow automatically from a lack of prohibition.

Unless there is an express prohibition it is lawful to use information that is given to the players for the procedures of the game, as described in the laws. Also, information is 'authorized' when the laws state it to be so. A player is permitted to make and use judgements about the abilities and tendencies of opponents and about the inclinations ('style') of his partner in matters where the partner's decisions are spontaneous rather than habitual or systemic. A player's habitual practices form part of his method and his partner's awareness of them is legitimate information; but such method is subject to any regulations governing partnership agreements and to the requisite disclosure. Habit is to be identified when an occurrence is so frequent that it may be anticipated. Not to disclose knowledge of partner's habits and practices is contrary to Law 75A and where this is the case it is a violation of Law 40 (and thus illegal) when the call is made.

Use of Unauthorized Information

If a player has knowledge that it is illegal or improper to use in choosing a call or play this knowledge is referred to as 'UI.' Such information may be obtained in any one of a number of ways. If it does not come from the player's partner the Director is instructed how to deal with it in Laws 16B and 16C. Law 16C deals with information from withdrawn calls and plays; these include calls and plays withdrawn by partner. Other information received from partner is the kind that is most likely to be the subject of an appeal.

It is legal for a player to base a call or play on information from prior legal calls in the auction or from plays on the hand, from mannerisms of opponents, or from any other source authorized as already stated. Any information obtained from partner otherwise is unauthorized and it is illegal to use it if it suggests a call or play. This includes any information that eases the choice of a call or play.

Examples of partner's actions that may convey UI are:

- a remark or question;
- the answer to a question;
- special emphasis or tone of voice, or a gesture;
- attention to an opponent's convention card at a significant moment when it is not partner's turn to call or play;
- examining opponent's convention card when dummy;
- a significant hesitation or undue haste when calling or playing a card; but these are not the only ways in which UI may be transmitted and appeals committees will come across various other means that are not lawful.

When use of UI made available by partner is alleged there are four key questions for the appeals committee:

1. Does the accused player have UI in consequence of an action by his partner?
2. Could the UI be thought to suggest demonstrably the action that was taken by the player who possessed it?
3. Were there LAs (or was there a LA) that the player could have selected in place of the action that is questioned?
[A 'LA' is a different action that, amongst the class of players in question and using the methods of the partnership, would be given serious consideration by a significant proportion of such players, of whom it is reasonable to think some might adopt it.]
4. Have opponents been damaged in consequence of the player's action when in possession of the UI? Damage is assessed in terms of the score obtained.

If the answer to each and every one of these four questions is 'yes' it is appropriate to adjust the score but not otherwise. It is important to keep in mind which member of the partnership has the UI and to consider only that player's actions when following the path to a judgement. A player who, without design, makes UI available to his partner does not commit an infraction of law or propriety; it is the use of that information that is a breach of the laws.

If it is shown beyond reasonable doubt that a player has intended to act in a way that will give UI to his partner, the Chief Director should be consulted as to the provisions of Law 73B1. If it is proven that such action has been prearranged with partner the committee consults the Chief Director concerning Law 73B2.

Discrepancies Between Explanations Given and the Related Hands

Where the same explanation of a call is given to both members of the opposing side, it being subsequently confirmed that both members of the side giving the explanation agree this is its correct meaning (and there is no conflict with information on the convention card), if the hand to which the explanation relates is materially different from the explanation the matter should be dealt with under the laws and regulations concerned with psychic action.

If the members of a partnership offer differing explanations, or if a conflicting statement on the convention card has caused an opponent to be confused, a procedural penalty for violation of Law 75 may be applied. As a separate issue, the

score will be adjusted if opponents are damaged and the conditions for score adjustment are deemed to exist. (See earlier statement on score adjustment and also later statement on procedural penalties.)

Psychic Calls

Definition of Psychic Call: “A deliberate and gross misstatement of honour strength or suit length.”

A psychic call is lawful if not based upon a partnership understanding. No penalty or score adjustment may be awarded against such lawful action. A partnership understanding exists if it is explicitly agreed by the partnership; alternatively it may exist because it is the implicit consequence of one of a number of circumstances. To deem that such an implicit understanding exists it must be determined that the partner of the player who psyches has a heightened awareness that in the given situation the call may be psychic. This will be the case only if in the opinion of the committee one of the following circumstances is established:

- (a) similar psychic action has occurred in the partnership on several occasions in the past, and not so long ago that the memory of the actions has faded in the partner’s mind – habit is to be identified when an occurrence is so frequent that it may be anticipated; or
- (b) in the recent past a similar psychic call has occurred in the partnership and it is considered the memory of it is so fresh that it cannot have faded from mind; or
- (c) psychic calls of various kinds have occurred in the partnership with such frequency, and sufficiently recently, that the partner is clearly aware of the tendency for such psychic calls to occur; or
- (d) the members of the partnership are mutually aware of some significant external matter that may help recognition of the psychic call.

A psychic call which is found on the above basis to be a matter of partnership understanding is disallowed and an artificial score adjustment may be awarded, together with a procedural penalty to the offending side if deemed appropriate. Players who are found to have any explicit agreement concerning psychic calls, or an implicit agreement concerning a particular kind of psychic call, are to be reminded that they have a partnership agreement that is subject to the regulations established under the authority of Law 40D.

Disclosure of Psychic Tendencies

A partnership may not defend itself against an allegation that its psychic action is based upon an understanding by claiming that, although the partner had an awareness of the possibility of a psychic in the given situation, the partner’s actions subsequent to the psychic have been entirely normal. The opponents are entitled to an equal and timely awareness of any agreement, explicit or implicit, since it may affect their choice of action and for this reason the understanding must be disclosed.

Falsecarding by Defenders

Always provided that a true disclosure is made of the agreed meanings and expectations of card plays by defenders, intermittent false carding by defenders is lawful. Declarer then relies at his own risk upon his reading of the fall of the cards. (See ‘Unauthorized Information.’)

‘Special’

In the laws, regulations, and this Code of Practice, ‘special’ means ‘additional to what is normal and general.’

Action Behind Screens

The intention of screens is to reduce to the minimum circumstances in which the members of a partnership are mutually aware of any matter not part of the legal auction. Players on the other side of a screen are not to be made aware of an irregularity if it is rectified before the tray is passed under the screen. All

consequences of an irregularity so rectified are null save in relation to the possibility that the screenmate of an offender may be misled by a conclusion drawn from the occurrence. The offender may avert this consequence by a helpful and adequate explanation to the screenmate.

The WBF considers it desirable that players should vary the tempo randomly when returning the tray under the screen. Where North and South are the players with next turn to call after the tray is received, these are the players who are to be responsible for the movement of the tray. It is considered there can be no implications if a tray returns after 15 seconds or less. This period may be extended in the later stages of a complicated or competitive auction without necessarily creating implications.

Attention is drawn to the distinction to be made in the tempo expected when players encounter highly unusual situations generated by unfamiliar conventions or treatments. Directors and appeals committees should be sympathetic to the player who has to contend with such a situation.

Procedural Penalties

A procedural penalty may only be applied where there is a violation of the laws or of a regulation made under the laws. If an appeals committee awards a procedural penalty it should specify what law or regulation has been violated.

In particular the WBF wishes to stress that a player who forgets his convention, misbids or misuses it, is not subject to automatic penalty. It is envisaged that a procedural penalty will only be applied in aggravated circumstances, as for example misuse several times repeated. Score adjustment is the way to redress damage.

Reporting of Appeals

Before any report of an appeal is released for publication the Chairman of the appeals committee must be satisfied that it gives a satisfactory account of the committee’s proceedings and decisions. Decisions should be referenced with Law numbers and it is highly important that the Chief Director or his nominee confirm Law references.

Lausanne, 24th September 1999.

The World Bridge Federation adopts the standards in this Code of Practice as regulations for the conduct of appeals from decisions of Tournament Directors and recommends their adoption to each affiliated Organization.

PANELISTS' DIRECTOR AND COMMITTEE/PANEL RATINGS

Case	Directors	Comm/*Pnl	Case	Directors	Comm/*Pnl
1	77.9	87.6	31	95.3	89.4
2	93.9	87.8	32	53.6	76.9
3	98.8	96.3	33*	50.3	88.8
4	91.4	79.7	34*	90.3	92.4
5	96.1	80.3	35*	42.2	96.1
6*	62.7	91.2	36*	67.5	97.5
7	71.9	75.6	37*	96.7	93.1
8	95.3	81.4	38	75	73.1
9	85.3	57.5	39*	70.7	85.9
10	68.3	66.9	40	92.4	90.3
11	84.2	76.3	41	72.1	71.5
12	66.9	73.1	42*	57.9	94.5
13	96.9	96.4	43	93	81.3
14	60.3	81.4	44	93.9	91.2
15*	64.4	88.3	45*	98.7	98.3
16*	60	75.8	46	71	97.7
17*	83	86.7	47*	66.9	79.2
18	61.1	77.2	48	55	95
19*	97.3	97.3	49	68.5	90
20*	99.1	97.6	50	42.2	94
21*	75.8	89.7	51*	98	98.5
22*	76.1	78.8	52	88.8	95.1
23*	61.8	69.1	53	77	76.3
24	73.3	81.1	54*	99.3	89.3
25*	80.3	88.1	55*	97.8	97.4
26*	90.6	87.2	56	87.3	64.8
27	73.7	83.6	P-Mn	77.9	89.4
28*	93.9	94.1	C-Mn	78.9	82.7
29*	66.3	79.7	O-Mn	78.5	85.7
30	86.7	95.3			

*=Case decided by a Panel; **P-Mn**=Mean for cases decided by Panels;
C-Mn=Mean for cases decided by Committees; **O-Mn**=Overall mean for all cases

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