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|---------|---------------------|
| APPEAL | Non-NABC+ ONE |
| Subject | Misinformation (MI) |
| DIC | Steve Bates |
| Event | GNT Flight B |
| Session | First |
| Date | July 12, 2006 |

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|-----|--------------|
| BD# | 15 |
| VUL | N/S |
| DLR | South |

| | |
|-------------------------|-----------|
| 785 Masterpoints | |
| ♠ | 9 7 6 5 3 |
| ♥ | A K 8 4 |
| ♦ | 9 8 |
| ♣ | 7 4 |

| | | | | |
|-------------------------|-----------|--|--------------------------|-----------|
| 632 Masterpoints | | Summer 2006 Chicago, Illinois | 1588 Masterpoints | |
| ♠ | A T | | ♠ | K 4 |
| ♥ | T 2 | | ♥ | 6 3 |
| ♦ | Q J 7 6 2 | | ♦ | A K 5 4 3 |
| ♣ | K Q 6 2 | | ♣ | A J 8 5 |

| | |
|-------------------------|-----------|
| 738 Masterpoints | |
| ♠ | Q J 8 2 |
| ♥ | Q J 9 7 5 |
| ♦ | T |
| ♣ | T 9 3 |

| | | | |
|------|-------|-----------------|-------|
| West | North | East | South |
| | | | Pass |
| 1♦ | Pass | 2♦ ¹ | Pass |
| 2NT | Pass | 3♣ | Pass |
| 3♦ | Pass | 3NT | Pass |
| Pass | Pass | Pass | |

| | |
|-----------------|------------------------|
| Final Contract | 3NT W |
| Opening Lead | ♠5 |
| Table Result | 3NT+2, E/W +460 |
| Director Ruling | No Adjustment |
| Panel Ruling | No Adjustment |

(1) Inverted Raise

The Facts: N/S stated that before the opening lead North asked the meaning of 3♣ and was told that there was no agreement. Then North turned to East and asked about 2NT. East said “stoppers in both majors.” East says he told North he was taking it as stoppers in both Majors. A kibitzer (friend of E/W) said that North asked if 2NT showed stoppers in both majors and East said, “it should.” North said if told no agreement, he would have led the ♥A. North said after the hand that West said they had no such agreement.

The Ruling: Unclear if there was misinformation. It was unlikely that an answer of “No agreement” would have led to a different lead (law 40C). Table Result Stands.

The Appeal: North was insistent upon the fact that East made a definite statement that their agreement was that 2NT showed stoppers in both majors. He claimed that had he known that this was not the agreement, he would have led a high heart. He felt that if there was an agreement, he would need the heart entries in order to set up his spade suit. E/W stated that 2♦ denies a four-card major and shows at least invitational values. 2NT could have been passed. East stated that when asked about the 2NT bid, he qualified his response as “should show major stoppers” but did not state that this was a definite agreement.

The Decision: Several players were asked to choose an opening lead given the auction. There was a relatively even division between those choosing a heart or a spade. None stated that the meaning of the 2NT bid would affect the lead at all, both at the expert and 1000-2000 masterpoint level, expected the 2NT bid would tend to show stoppers in the majors.

No player felt that there was any difference between “showed major stoppers” and “should show major stoppers.” The choice of opening lead was unaffected. Therefore, law 40C did not apply. The table result stands.

Players Consulted: Debbie Rosenberg and Joel Wooldridge and four players in the 1000-2000 masterpoint range.

The Panel: Harry Falk (Reviewer), Su Doe and Mike Flader.

Commentary:

Gerard Questions for North: So why did you lead the FIVE of spades? Is there a sign on my back that says "Idiot?"

Goldsmith Right ruling. I like the new feature of including masterpoint holdings where names are placed in national appeals.

Polisner I agree with the result. This case typifies why players should not try to guess what a bid means if it is not an explicit or implicit part of their agreements. Statements such as “I take it as ...,” or “it should show...,” or the like only lead to trouble. If there is no agreement, just admit to it and move on.

Rigal I do have sympathy with the defenders here, but the right ruling was given and the right final decision. No damage, so no adjustment. A sort of double shot argument here.

Smith I agree with the ruling and the panel decision. On balance, it seems that East's words to North probably indicated that there was no agreement that 2NT showed stoppers in the majors. Besides that, the fact that the players polled by the panel did not believe the meaning of 2NT affected their choice of lead convinces me that the right decision was made. Having said that, I am uncomfortable that West did not speak up before the opening lead to make it absolutely clear that he did not believe the partnership agreement was that 2NT promised stoppers (law 75D2). Whatever East actually said, it is clear that he at least speculated that 2NT promised stoppers. West has a legal obligation as declarer to tell the opponents before the lead that in his opinion no such agreement existed. I hope he was informed of that by the director and the panel.

Wildavsky I'd like to know whether E/W were a regular partnership. The write-up does not give me great confidence in this decision. It seems reasonable enough, but I could see it going the other way. A better pair of questions to ask would have been "What would you lead if 2N showed stoppers in both majors?" and "What would you lead if E/W had no agreement about 2NT?"

Wolff I agree with the decision. Sounds like sour grapes by North. The sad truth is that the odds are always against a really firm agreement and even if there is often it is violated.