

APPEAL	NABC+ ONE
Subject	Misinformation (MI)
DIC	Henry Cukoff
Event	North American Pairs Flight A
Session	Second Qualifying
Date	March 11, 2009

BD#	26
VUL	Both
DLR	East

Leo Lasota	
♠	9 8 7
♥	K 9 3
♦	K J T 4 3
♣	T 3

Richard Oshlag		Spring 2009 Houston, TX	Dave Smith	
♠	K 5 4 3		♠	A T
♥	J 8 7 4		♥	A Q 5
♦	Q		♦	7 5 2
♣	Q 8 6 2		♣	A K J 7 5

Mark Shaw	
♠	Q J 6 2
♥	T 6 2
♦	A 9 8 6
♣	9 4

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

Final Contract	3NT by East
Opening Lead	♠J
Table Result	Made 3, E/W + 600
Director Ruling	3NT E, made 3, E/W +600
Committee Ruling	3NT E, made 3, E/W +600

(1) Checkback Stayman.

The Facts: The director was called at the end of the play of the hand. Before the opening lead South asked about the 3♣ bid and was told that it was checkback. He asked whether 3NT was a choice of games. East said, "I don't know." West said nothing, and later said it was undiscussed.

The Ruling: There was no evidence that E/W had any undisclosed agreements. In accordance with Law 40, the table result of 3NT by East making three, E/W plus 600 was allowed to stand for both sides.

The Appeal: N/S appealed the director's decision. East was the only player who did not attend the hearing.

South believed that there must have been a partnership agreement. He suggested that East must know that the sequence showed 4-4 in the majors or he would have corrected to 4♥. West confirmed that they had no partnership agreement and that they had recently stopped playing Wolff signoff at East's request.

The Decision: South had implied that had he known that West was showing 4-4 in the majors, he'd have led a diamond instead of a spade.

South and West had confirmed their difference of interpretation when asked whether 3NT was "choice of games."

After reviewing Laws 20, 40 and 41 (with assistance from the screening director, Olin Hubert), the committee found no evidence of an undisclosed partnership understanding. Therefore, the committee ruled as the director had and allowed the table result to stand.

The appeal was found to have merit.

The Committee: Mike Kovacich (Chair), Dan Gerstman and Chris Moll (Scribe).

Commentary:

Goldsmith If South had asked, "Please explain 3NT," then East would have been required to answer roughly, "natural, non-forcing. He probably has 4-4 in the majors, since he asked about major suit shape and didn't care that I have three hearts. I don't know for certain, because we have just started playing this convention recently." By the principle that an opponent does not have to ask the right question, East's failing to explain fully is MI. In the previous version of the laws, L75C stated that a player only had to explain partnership agreements; he did not have to supply inferences from general bridge knowledge. L20F1 uses the phrase "about relevant inferences from the choice of action where these are matters of partnership understanding." The new is roughly as vague as the old, but since the 3♣ convention was a partnership understanding, it looks like technically East provided MI. Furthermore, East answered a question about methods with the name of a convention. As a rule of thumb, if that causes reasonable misunderstanding by an opponent, such an explanation is considered MI. But. Did the MI damage the non-offending side (NOS)? No, of course not. All Flight A bridge players have encountered the analogous auction 1NT-2♣; 2♥-3NT before, and they all know that dummy is very likely to show up with four spades. This is such basic bridge knowledge that South ought to be embarrassed to claim ignorance thereof. Since the MI did not contribute to the non-offending side's bad result, no adjusted score is awarded. Did the appeal have merit? No, not even slightly. Maybe, just maybe, if South had followed precisely proper procedure, and if then East had not supplied the inference that dummy probably has four spades, then the appeal would have some merit.

Polisner I agree with the ruling and decision. Even if there had been an actual or implied agreement, West's auction guaranteed 4-4 in the majors. Players who play in an NABC + event should be presumed to understand basic bridge concepts such as this one. However, without an agreement established by discussion or experience, the table result must be retained. I would have voted to issue a warning.

Rigal N/S has no case. If West's sequence commonly showed both majors then South might have a point, but frankly I'm not sure what it is 'supposed' to show. South might have worked it out for himself though. Seems like an appeal without merit warning (AWMW) since this looks closer to a recorder form issue than an appeal if South really is unhappy with his opponents.

Smith East's pass of 3NT is just as consistent with a player who doesn't know what the sequence means as it is with a player who is concealing a partnership agreement. I must confess that I am a bit troubled that West did not speak up to say what he thought the sequence meant after the question and before the lead.

When he chose the sequence he believed (hoped?) his partner would not convert to 4♥, so maybe he thought an agreement existed. Law 20F5(b) states that if "in his opinion" he believed his partner's answer of "I don't know" was erroneous he was supposed to call the director and inform the opponents before the lead. However, the committee after interviewing West apparently satisfied itself that no agreement existed. If that is true West was not required to speak up.

So ultimately, I defer to the committee and agree with its decision. As a separate issue, this case contains one of my pet peeves as a director. South made the opening lead; he saw a dummy that perhaps indicated he had not received accurate information; he apparently believed his lead would have been different had he known the hand dummy would show; and yet he did not call the director at that point as per Law 9B1 ("The Director should be summoned at once when attention is drawn to an irregularity."). Not calling the director does not forfeit South's rights, but the director should certainly be at least a bit more skeptical of his claim that he would have acted differently when he only makes the claim after knowing all 52 cards. How can the director be confident that he would have led differently if he didn't even feel aggrieved enough to call when he first saw dummy?

Wildavsky I like the rulings. I see no merit to the appeal. South seemed to have trouble understanding the concept that a pair might not have an agreement about a sequence.

Wolff N/S did not deserve a positive adjustment since they heard the 3♣ bid by E/W followed by a belated heart preference (surely 3♥), but then a 3NT bid by West. West figured to have four spades, and should have been asked by N/S what that could have meant. 3NT E/W plus 600, but E/W should have a procedural penalty of about 3 match points for convention disruption (CD). A ruling should accomplish the goals of fairness to the players in the dispute and protect the field (PTF), which includes natural playing luck (NPL), attention to the possible meaning of bids and, of course, CD which materially affects the result.