

APPEAL	Non-NABC+ Eleven
Subject	Dispute of Auction and Final Contract
DIC	Rick Mueller
Event	Monday-Wednesday AM Side Series
Session	Wednesday
Date	July 23, 2008

BD#	13
VUL	Both
DLR	North

15,716 Masterpoints	
♠	A Q J 4
♥	A J 9
♦	J 9 5
♣	A J 6

184 Masterpoints		Summer 2008 Las Vegas, NV	551 Masterpoints	
♠	K T 8 3		♠	7 5
♥	4 2		♥	K Q T 7 5 3
♦	Q 7 6 4 2		♦	A K 8
♣	T 2		♣	K 5

9,535 Masterpoints	
♠	9 6 2
♥	8 6
♦	T 3
♣	Q 9 8 7 4 3

West	North	East	South
	1NT	2♣ ¹	Pass
2♦ ²	Pass	2♥	Pass
Pass	Pass		
(Contested) or			
	1NT	2♣ ¹	Pass
2♦ ²	Pass	2♥	Dbl
Pass	Pass	Pass	

Final Contract	2♥ by East
Opening Lead	♣7
Table Result	Made 3, N/S +140
Director Ruling	2♥ N, Made 3, N/S +140
Panel Ruling	2♥N, Made 3, N/S +140

(1)	1-suited hand
(2)	Relay

The Facts: N/S both wrote that the contract was not doubled and stated that North had the final pass. E/W both wrote 2♥ doubled and stated that East had the final pass.

The Ruling: The director ruled the contract undoubled as E/W verbally confirmed contract with each other and N/S independently of each other wrote that the contract was undoubled. It was treated as two to one.

The Appeal: E/W definitely saw a double by South of 2♥. East verbally confirmed the contract with West after the auction but N/S did not say anything. E/W recognized after the play that South did not intend to double but they are certain he did.

N/S were certain South did not double 2♥. A double by South in this auction would have been takeout, short in hearts. Since North was not “out of the auction,” she was paying attention to South’s call.

The Decision: The panel couldn’t be certain of the facts. South’s intent was obviously to pass, but he could have pulled the wrong bid card. In the E/W version of the facts, East had made the final pass. N/S said North had made the final pass.

With no firm information to use, the panel decided to use South’s clear intent, and assign a final contract of 2♥ making three by East, E/W plus 140. The appeal was deemed to have merit.

The Panel: Gary Zeiger (Reviewer), Charlie MacCracken and Matt Smith.

Commentary:

Rigal If I had to guess I’d say that the contract was doubled by South by accident – you’d need to be a dyed in the wool villain to invent such stuff as E/W. But who knows what evil...? Obviously if North did not see it, it seems at least reasonable for the director and panel ruling to be as it was, and I’d probably have made the same decision as they.

Smith These cases are very difficult without instant replay being available. Who knows what happened for sure? The job of the director and the panel is to decide the likelihood of what happened based on a preponderance of the evidence, and then to assign the score based on that determination. Some think we should assign split unfavorable scores when the facts are unclear, but I disagree with that since it is only legal to do that if both sides are deemed to be offenders in some way. That doesn't seem to be the case here, so I still agree with the ruling and panel decision in this case.

Wildavsky I don't understand the basis for the director's ruling, in particular why it was considered "two to one." I understand and agree with the basis for the panel's ruling. Luckily both rulings were the same.

Wolff Much ado about not much. When in doubt tend to rule, as this panel did, the probable intent of the hand (in this case, South) was not to double,