

**Appeals at the  
2005 Spring NABC  
Pittsburgh PA**



presented by



**American Contract Bridge League**  
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## Abbreviations used in this casebook

AC	Appeal Committee
AI	Authorized Information
AWMW	Appeal Without Merit Warning
BIT	Break in Tempo
CD	Convention Disruption
CoC	Conditions of Contest
LA	Logical Alternative
MI	Misinformation
NOS	Non-offending Side
PP	Procedural Penalty
UI	Unauthorized Information

## FOREWORD

The casebooks are now being compiled, edited and printed by the American Contract Bridge League headquarters in Memphis. It is intended to be a tool to help improve appeal committees, particularly at NABCs. The ACBL continues to make these casebooks available on our web site to reach a wider audience.

Twenty-three cases heard in Pittsburgh are reported here. Fifteen of them were NABC+ cases. That means they were from unrestricted championship events and heard by a peer committee. In most cases the appeal passed through a screener, usually a senior tournament director. The names of the players are included in NABC+ appeals.

Eight cases are from regional events. They include the regional championship events, some side events and any NABC event that carried an upper masterpoint restriction. These cases were reviewed by a panel of directors (usually three). In this category, the names of the players are included only when the event had no upper masterpoint limit.

We thank everyone who contributed. This starts with committee members, chairpersons, scribes and screeners and later on the expert panelists who comment on the various cases. Without the time and efforts of these people the casebook would not happen.

You can visit the ACBL web site to view this casebook or previous ones.

1. Go to the ACBL home page <http://www.acbl.org>
2. Across the top find “Play” and under that, click on tournaments
3. From the next page, across the top is a green banner. Find and click on “Charts, Rules and Regulations”
4. Under “Tournament specific regulations” find and click on NABC casebooks

We hope you find these cases instructive, educational and interesting.

ACBL Headquarters, Memphis  
August 2005

## THE EXPERT PANEL

**Jay Apfelbaum**, of Philadelphia, is a former tournament director, national champion and member of the ACBL Board of Directors. He continues to be an avid player, regularly placing in the Barry Crane Top 500 list.

Mr. Apfelbaum also writes a number of bridge articles for District 4, his home district. In his professional life, he is an administrative law judge presiding over unemployment compensation claims.

**Ralph Cohen** was born in Montreal QC. He currently resides in Memphis TN. He has held several positions with the ACBL from 1971 to 1991 including Executive Director from 1984 to 1986. Mr. Cohen has been a member of the ACBL Laws Commission since 1984 and is currently a co-chairman. He is a vice-chairman of the WBF Laws Committee.

Mr. Cohen 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 NABC Championships. Mr. Cohen has been attending NABCs since 1947.

**Marvin L. French** is a retired aerospace engineer for General Dynamics and Cubic Corporations. He has written many bridge articles for Popular Bridge (now defunct), The Bridge World, ACBL Bridge Bulletin, and the Western Conference Contract Bridge Forum. He is the author of Party Bridge and many conventions and treatments, including the ambIGUous Diamond System, Marvin's Checkback Stayman, Stoplight (Wolff Signoff), Defense Against Precision One Diamond, Unbalanced Heart Convention, Valentine Raises, Omnibus and Non-jump Splinters.

Mr. French has been an active participant in debates and discussions on Bridge-Laws Mailing List (BLML) for many years. The BLML has given him a good understanding of the Laws and their proper application, including table rulings and the processing of appeals.

**Jeff Goldsmith** was born near Schenectady NY. He has lived in Pasadena CA, for the last 20 years. He graduated from Rensselaer Polytechnic Institute and Caltech. Mr. Goldsmith is a software engineer, focusing on computer graphics and animation and internet programming, all with a heavy mathematical perspective. He created computer animation for JPL for several years including the movies about Voyager's encountering

Neptune. He ice dances and plays many other games, particularly German board games. His web site (<http://www.gg.caltech.edu/~jeff>) contains lots of bridge and other material.

**Adam Wildavsky** was born in Ohio and grew up in Berkeley and Oakland CA. He is a graduate of MIT and since 1986 he has resided in New York with longtime companion Ann Raymond. He is an employee of Google, Inc. and works in their New York City office as a software engineer.

Mr. Wildavsky has won three NABC Championships, most recently the 2002 Reisinger BAM teams. He and his Reisinger team went on to win the 2003 Team Trials and took a bronze medal in the 2003 Bermuda Bowl in Monaco. Mr. Wildavsky is a member of the National Laws Commission. His study of the laws is informed by his study of objectivism, the philosophy of Ayn Rand.

**Bobby Wolff** was born in San Antonio and is a graduate of Trinity University. He currently resides in Dallas. His father, mother, brother and wife Judy all played bridge. Mr. Wolff is a member of the ACBL Hall of Fame as well as a Grand Life Master in both the WBF and the ACBL. He is one of the world's great players and has won 11 World titles and is the only player ever to win world championships in five different categories: World Team Olympiad, World Open Pair, World Mixed Teams, World Senior Bowl and seven Bermuda Bowls.

Mr. Wolff has also won numerous NABCs including four straight Spingolds (1993–1996). He served as ACBL president in 1987 and WBF president from 1992–1994. Mr. Wolff started the ACBL Recorder system in 1985, has served as tournament recorder at NABCs and is the author of the ACBL active ethics program. Among his pet projects are eliminating both Convention Disruption (CD) and Hesitation Disruption (HD).

**Gary Zeiger** is an Associate National Director living in Phoenix AZ. He currently oversees all Regional Appeals heard at our NABCs.

## CASE ONE

**Subject:** UI  
**DIC:** Cukoff  
**North American Pairs – 1<sup>st</sup> Qual**

<b>Bd: 8</b>	<i>Steve Cooper</i>		
<b>Dlr: West</b>	♠ 4 2		
<b>Vul: None</b>	♥ Q 9 7 5		
	♦ A 8 7 3 2		
	♣ 8 3		
<i>Sid Brownstein</i>	<i>Bill Wickham</i>		
♠ K 6 5 3	♠ J 8 7		
♥ A 8 2	♥ K 10		
♦ 10 9 6 5	♦ K J		
♣ 10 5	♣ A Q J 6 4 2		
	<i>Kitty Cooper</i>		
	♠ A Q 10 9		
	♥ J 6 4 3		
	♦ Q 4		
	♣ K 9 7		
<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>
Pass	Pass	1NT <sup>(1)</sup>	2♥ <sup>(2)</sup>
Pass <sup>(3)</sup>	Pass	3♣	Pass
Pass	3♥	Pass	Pass
Dbl	All Pass		
<p>(1) 14–16  (2) Majors, not a great hand  (3) BIT</p>			

**The Facts:** South played 3♥ doubled –300. Over 2♥, West asked and then hesitated about 10 seconds (but claimed to be five to eight seconds by E–W) before passing. The director was called by N–S after the 3♣ bid.

**The Ruling:** The director ruled that the score stands, Law 16. Pass was not deemed a logical alternative.

**The Appeal:** N–S appealed feeling that the BIT made 3♣ a 100% action instead of a probable action.

**The Decision:** The committee felt that a break of five to eight seconds was a reasonable estimate. There was no decision as to whether the break indicated a 3♣ bid. Although a 3♣ bid may not work, it was an action that 100% of East’s peers would take and so was allowed. The table result stands with reciprocal 300 scores.

The appeal was found to have substantial merit.

**Committee:** Aaron Silverstein, Chair, Jay Stiefel, Jim Krekorian, Steve Landen and Lloyd Arvedon

**Wolff:** Atrocious! Until we could nail East after opening 1NT (and the bidding go as it did, but instead West passes either quickly or in tempo) for passing 2♥ with his minimum NT, especially defensively, we CANNOT allow East to bid 3♣.

What if the opponents have misjudged and the opponents have a heart game and our reopening allows them to revalue and bid it (very possible when West passes promptly) and East, based on the tempo, so surmises? Why should the NTers have all the advantage in using UI? Why? Why? E–W are an experienced pair. This committee is serving as a bridge (excuse me) for authorizing unethical conduct. SHAMEFUL!!

At the very least we need a roundtable discussion on this matter.

**Zeiger:** I agree 3♣ is an action 100% of East's peers would take. I would include N–S among East's peers. Zero merit. Maybe less than zero. I would allow 3♣ if West had broken tempo for 10 minutes.

**Rigal:** The 3♣ call is so clear-cut that I'm rather surprised the director was called and especially that this was taken to appeal. This looks like a very clear AWMW.

**Goldsmith:** I agree that nearly 100% of East's peers would bid 3♣, but I think he should pass. It's the sort of bad bid that few can refuse. Still, I, personally, think that pass is an LA, but I can't see many ACs agreeing.

As far as the unanswered question: "Does the BIT suggest bidding over 3♣?" Yes, it does. Partner probably has a flawed penalty double (I would have doubled), which means he rates to have some useful values. Can this be inferred from the opponents' bidding? No. Move the ♥A to North and the opponents' actions would not change.

This is the sort of appeal that will produce a random result. Most players will think that 3♣ is obvious and 100%. If someone on the AC happens to feel otherwise, the AC will find 3♣ to be a violation. Most of the time, the AC will think 3♣ is normal.

The range for 1NT (14–16) is not noted in the write-up. I suspect the AC didn't know about it.

It's more likely that a panel's poll will find some passers; perhaps such polls ought to be done regardless of who is doing the appeal. That will cause results in this sort of case to stabilize somewhat. Personally, as an AC member, I would not feel offended at all, rather pleased instead, if TDs did a poll for me to determine LAs. I'd feel justified to reject their findings once in a while, but the information seems useful.

**Apfelbaum:** It is not so clear to me that every East will balance with 3♣. He holds a fine suit, but the rest of his hand would play badly opposite a minimal hand. There is no guarantee that N–S have a fit, although it is probable that West

holds at least two clubs. Still, the committee decided that action was clear, so on that basis there is nothing wrong with its decision.

**Wildavsky:** I think that Pass is an LA. West ought to be able to pass in tempo with his seven count. If he can't, then East's options are, and ought to be, extremely curtailed. The appellants had it exactly right — the hesitation changed balancing from a favorite to a sure thing. Ron Gerard noted to me that if we were to switch the spade deuce with the spade king, then 3♣ would go for 300. That was not a risk faced by this East.

This is a battle I expect to lose, at any rate in the short term. So it was only to satisfy my curiosity that I took another poll — these were the results:

All respondents:

	Frequency	%
Pass:	5	9
Close:	9	17
2NT:	4	8
3♣:	35	66
	<hr/>	<hr/>
	53	100

Previous Spingold and Vanderbilt winners only:

	Frequency	%
Pass:	1	8
Close:	3	23
2NT:	0	0
3♣:	9	69
	<hr/>	<hr/>
	13	100

I know I'd have done better to separate out matchpoint and BAM winners, but I had the lists of KO winners handy. My goal was only to show that the proportions do not vary greatly between the players I polled, mostly experts, and top players as identified by some objective standard.

The write-up's assertion that 100% of East's peers would bid seems to be an overstatement.

One of the players I polled, P.O. Sundelin, was likewise curious and took a poll of his own:

“For fun I published your second poll hand on the Swedish ‘bidding discussion

site.’ I asked what they would bid and if their choice was clear,” he wrote me.

	Frequency
Pass:	19
Double:	1
2NT:	2
3♣:	48
	<hr/>
	70

“14 of the 3♣ bidders thought it was clear, nine thought it was close and 25 said nothing. Three of the passers thought it was clear, three thought it was close and 13 said nothing.”

“One respondent pointed out that if North breaks tempo one would surely pass and call it table presence.”

If I separate out the “close” answers, as I did for my poll, it’s:

	Frequency	%
Pass:	16	23
Close:	12	17
Double:	1	1
2NT:	2	3
3♣:	39	56
	<hr/>	<hr/>
	70	100

**French:** My own feeling is that passing 2♥ is not illogical, just chicken. I wouldn’t dream, however, of bidding 3♣ opposite a marked hesitation by partner. Both the TD and AC seem to have followed current Laws Commission guidelines for this type of case.

## CASE TWO

**Subject:** UI/MI

**DIC:** Cukoff

**Silodor Open Pairs Second Qualifying**

<b>Bd: 3</b>	<i>Jill Meyers</i>		
<b>Dlr: South</b>	♠ Q 6 2		
<b>Vul: E-W</b>	♥ 6		
	♦ K Q J 8 5 4		
	♣ 10 8 7		
<i>David Rowntree</i>	<i>Doug Walker</i>		
♠ 4	♠ K J 8 7 3		
♥ Q J 10 8 5 4	♥ A K 3		
♦ 10 2	♦ A 7 6		
♣ K J 6 4	♣ Q 2		
	<i>Jill Levin</i>		
	♠ A 10 9 5		
	♥ 9 7 2		
	♦ 9 3		
	♣ A 9 5 3		
<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>
			Pass
2♥	Pass	2NT	Pass
3♣ <sup>(1)</sup>	Pass	3♥	Pass
4♥	All Pass		
(1) Alerted and described as bad hand, bad suit.			

**The Facts:** The director was called after the auction. He determined that North had asked the meaning of 3♣ and was told that it was a bad hand, bad suit. If 3♣ were a feature, she would have bid 3♦ to suggest a save, but over bad/bad she did not want to risk -300. The final contract was 4♥ by West. On the ♦K opening lead 10 tricks were scored, +620 for E-W.

**The Ruling:** The director was unable to determine the E-W agreement. It is possible that West had bid 3♣ to show a feature and the explanation clarified the misunderstanding and was UI (Law 16). The contract was changed to 3♥ +170 E-W.

**The Appeal:** East and West were the only players to attend the hearing. E-W contended that the explanation given was correct per their agreements.

**The Decision:** The committee determined that both E-W convention cards were marked “Ogust” and the explanation given was correct. With no other indication of an irregularity, the committee restored the table result of 4♥ West +620 E-W.

**Committee:** Jeff Polisner, Chair, David Berkowitz, Ed Lazarus, Marlene Passell and Bob White

**Wolff:** I agree with the committee’s decision, especially in view of N-S not even showing up at the hearing. David Rowntree is a fine young man, but the partnership action is somewhat strange. How can East take a chance at missing

game opposite even a bad vulnerable weak two bid? However, in the absence of a “tell” by East to West that he wanted to bid 4♥, but just didn’t, West was at liberty of doing whatever he thought was right.

NS not showing up, possibly because they didn’t qualify (I don’t know), is more reprehensible than anything that happened at the table and possibly should be disciplined. If players want the appeals process to grow they have to contribute time to see that it is, not just to get what they can themselves and to Hell with everything else.

**Zeiger:** Now, just a minute. The issue is not MI. The issue is possible UI. If you value your hand as bad-bad, and partner signs off, why in the world would you continue? Was the Committee mad because N–S had sought redress and then not appeared for the hearing? Right or wrong, the appearance of the non-appealing side is NOT required. Did any committee members even ask West why he continued? Did any Committee member even inquire of West what agreement he had with other partners? How long has this pair played together? So many questions. No answers. This makes me long for the return of numerical ratings. I can hardly wait to see Ron Gerard’s comments on this one.

**Rigal:** The director ruling seems surprisingly harsh. The AC had no difficulty in establishing what E–W were playing and restoring the table result. I’m not clear why the TD could not establish the facts properly.

**Goldsmith:** Vulnerable vs. not in second seat, I can just barely believe the claim that West has a bad hand and bad suit, despite the seven loser hand. I’m skeptical, though; I see two reasons to suggest that West thought they were playing feature.

(1) Why didn’t he say something at the table like, “We are playing Ogust. What’s the problem?” And why couldn’t the director establish that E–W were playing Ogust?

(2) Why did West bid 4♥? If he has what his partner expected, he’d pass 3♥. If he wanted to show a minimum that wasn’t willing to stop in a partscore, why not bid 4♥ over 2NT? After all, what if East thought for 30 seconds before bidding 3♥. West would be forced to pass. West is experienced enough to know this and would have bid 4♥ directly if his plan were to force to game.

Nothing fits if E–W were playing Ogust and West knew it. On the other hand, if West thought he was playing feature, heard the explanation and used the UI, everything makes sense. The director got it mostly right. N–S +170. AWMW issued, ¼ board PP to E–W.

**Apfelbaum:** The committee did not describe what evidence E–W produced to

convince them they were playing Ogust. This makes for an unpersuasive and, as a result, poor write-up.

**Wildavsky:** My sources tell me that Ogust was clearly marked on the E–W convention cards. If that’s the case then there was no reason to believe an infraction had been committed and no reason to adjust the score.

**French:** Was Ogust on the CC or wasn’t it? Did you ask the TD about this? This may be moot also, as the evidence says that West thought he was showing a feature, either forgetting or not knowing of an Ogust agreement until he heard the explanation. Having heard it he realized that his hand was not bad-bad and went to 4♥ despite the signoff.

### CASE THREE

**Subject:** Miscellaneous

**DIC:** Cukoff

**Silodor Open Pairs First Final**

<b>Bd:</b> 9	<i>Charlie Grey</i>		
<b>Dlr:</b> North	♠ 9 6		
<b>Vul:</b> E–W	♥ 10 2		
	♦ A 10 8 6 4		
	♣ K Q J 10		
<i>Alan Lechner</i>	<i>Linda Wiener</i>		
♠ A J 7	♠ K 10 8 4 3		
♥ A J 8 6 3	♥ K 5 4		
♦ J 7	♦ K 3		
♣ 9 8 4	♣ 6 5 3		
	<i>Richard Morgen</i>		
	♠ Q 5 2		
	♥ Q 9 7		
	♦ Q 9 5 2		
	♣ A 7 2		
<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>
	Pass	Pass	Pass
1♥	2NT	3♣ <sup>(1)</sup>	3♦
3♥	All Pass		
(1) Unusual over Unusual			

**The Facts:** The final contract was 3♥ making three for a score of E–W +140 after the ♣K opening lead. The director was called during the play after trick four. After the opening lead the play had gone ♦A, ♣K, ♣Q and a club to the ♣A at which time West said “That’s all” and North said “I trust you.” South called for the director. West said there was a lot of joking and he was just having fun and not claiming. West subsequently finessed South for both major suit queens.

**The Ruling:** The director ruled that no claim was made and, therefore, no line of play was indicated.

**The Appeal:** South was the only player to attend. He had a copy of the appeal form during the screening director’s presentation and had read and signed it. At neither time did he dispute the facts. When presenting his

argument as to why the director ruling had been incorrect he said that West had stated “Making three” rather than “That’s all.”

**The Decision:** The first part of Law 68.A says ‘when a claim is made, play ceases.’ However, the second part goes on to say ‘unless no claim was intended.’ “That’s all” was deemed by the director not to be a claim, whereas “Making three” might very well have been considered to be one.

West’s comment was wrong, but the AC could not see how declarer could go wrong in the play. North, a passed hand, had shown up with ♣K ♣Q ♣J and ♦A. Had “Making three” indeed been the comment, the director would most likely have insisted West declare his line of play rather than let play continue.

The AC ruled for a contract of 3♥ making three for +140 for E–W and –140 for N–S.

The appeal was decided to have some merit given West’s statement. (Note: The AC assumed West was joking in that, having already lost four tricks, he could not afford to lose any more. However, the comment should not have been made.)

**Committee:** Bob Schwartz, Chair, Ed Lazarus, Jeff Roman, Bruce Rogoff and Tom Peters

**Wolff:** Well done. To me West was “showing off” that he thought he knew where the two questionable ladies were hiding. I agree with the committee in scoring the +140 for E–W but yet admonishing West for his uncalled for (and potentially harmful) remarks.

**Zeiger:** OK scribes, listen up. Do not put words from the Laws in quotes unless the passage is accurate! Some of us own Law books. Some of us open them on occasion. Law 68A has two sentences. The second sentence is the relevant one here. “A contestant also claims when he suggests that play be curtailed, or when he shows his cards (unless he demonstrably did not intend to claim).”

Because of North’s passed hand status, I have no objections to the end result. I do object to both the TD and the committee so blithely accepting the notion that the phrase “That’s all” was demonstrably not an intent to claim.

**Rigal:** I’m not sure just how much jocularly would have been necessary to allow West to get away with his comments. Given that North was a passed hand I can see why the AC might feel N–S were not entitled to anything, but I’m still unhappy with West’s behavior.

**Goldsmith:** It seems obvious that West wasn’t intending to claim. It’s also obvious that he’d make nine tricks regardless of any extraneous information, so the rulings are correct.

It looks from here that declarer saw the 10th high card points from North and said, “That’s all?” meaning “Just the 10 HCP?” This is the sort of case that outside observers can’t judge well. Speaking to the players is necessary.

I’d award an AWMW. South knew that West didn’t intend to claim. The director knew that West didn’t intend to claim and told South that. To have an AC have to tell him enables him to be the proud owner of an AWMW.

**Apfelbaum:** A fair and complete decision and explanation. We should try to promote the social aspects of bridge. This means we will sometimes have unfortunate hands like these where the banter will reveal the location of key

cards. In fairness, however, there is little chance of declarer taking a wrong view in either major suit. The heart spots practically force the winning play. And the spade finesse is marked on the bidding.

**Wildavsky:** OK.

**French:** While probably not intended, West's words constitute a "statement to the effect that a contestant will win a specific number of tricks," making it a claim per L68A.

The second part of the committee's decision goes on to say "unless no claim was intended. 'That is all' was deemed by the director not to be a claim, whereas 'Making three' might very well have been considered to be one."

Why can't ACs quote Laws accurately? Do they not have a copy available? The actual words in L68A are "unless he demonstrably did not intend to claim," far different from the words quoted. Moreover, those words apply only when a claimer "shows his cards," not so in this case. Accurate paraphrasing is okay, but putting quotes around words that are not the right words is unacceptable.

The committee further said "West's comment was wrong, but the AC could not see how declarer could go wrong in the play."

If they are looking at the play, then they are saying a claim was made. Law 70E does not say "if the claimer could not go wrong in the play," but "unless failure to adopt this line of play would be irrational." Again, why not quote the actual wording of applicable Laws? The matter to be decided is whether losing to one or both of the missing queens would be irrational rather than merely "careless or inferior."

The director would not have "insisted West declare his line of play." He would have asked West to repeat any clarification statement he made at the time of the claim (Law 70B1.) After that, he would "not accept from claimer any successful line of play not embraced in the original clarification statement if there is an alternative normal\* line of play that would be less successful." (L70D).

West claimed, if I read L68A correctly. That would give him no right to an unproven finesse (L70E) unless failure to take it would be irrational rather than merely "careless or inferior." If the AC so concludes, fine, but the write-up is both careless and inferior. I do not see that losing the finesses would necessarily be irrational, but that is a tough call.

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\* "normal" includes play that would be careless or inferior, but not irrational, for the class of player involved. (footnote to L70D).

The “irrational” wording was added in 1997. Before that, you could not take an unstated finesse unless it was proven, or would be proven during any of the normal lines of play — a nice, simple rule that ought not to have been changed.

## CASE FOUR

**Subject:** UI

**DIC:** Cukoff

**Silodor Open Pairs – Second Final**

<b>Bd:</b> 12	<i>Mark Tolliver</i>		
<b>Dlr:</b> West	♠ 10 8 7 5 2		
<b>Vul:</b> N–S	♥ Q		
	♦ 10 2		
	♣ 6 5 4 3 2		
<i>Ken Kranyak</i>	<i>John Kranyak</i>		
♠ K	♠ A 6 3		
♥ K J 8	♥ A 10 9 7 6		
♦ K Q 9 7 5 4	♦ A J		
♣ A Q J	♣ 10 8 7		
	<i>Marc Zwerling</i>		
	♠ Q J 9 4		
	♥ 5 4 3 2		
	♦ 8 6 3		
	♣ K 9		
<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>
1 ♦	Pass	1 ♥	Pass
3 ♣	Pass	3 ♦	Pass
3 ♥	Pass	3 ♠	Dbl
Pass	Pass	Rdbl	Pass
4 ♣	Pass	5NT <sup>(1)</sup>	Pass
6 ♦ <sup>(2)</sup>	Pass	6 ♠	Pass
6NT <sup>(3)</sup>	Pass	7NT	All Pass
<p>(1) Agreed BIT, Alerted, pick a slam</p> <p>(2) Agreed BIT.</p> <p>(3) Approximately one minute BIT.</p>			

**The Facts:** E–W made 7NT, +1520 after the opening lead of the ♣9. The alert was “pick a slam.” West broke tempo as indicated in the auction. The director was called when play ended. East said he was always going to bid a grand, as 6♠ invited (forced?) a grand slam. E–W did not seem to agree on this point.

**The Ruling:** The hesitations provided UI for East. With two tries at a grand, and a non-cooperative partner, pass was a logical alternative to 7NT. Based on Laws 12, 16 and 73 the contract was changed to 6NT, +1020 E–W.

**The Appeal:** E–W did not feel that the tempo provided any information not available from the auction.

**The Decision:** The committee affirmed the table Director’s ruling, 6NT making seven and a score of +1020 E–W.

E–W provided these example auctions: 5NT – 6♦ – 6NT

would invite 7NT; 5NT – 6♦ – 6♠ was pick a grand slam. The committee did not accept this last example in the context of the auction and no system notes were offered. Arguably 7♣, instead of 6♠, would have been asking partner to name a grand.

While slam auctions are often slow and thoughtful, the one minute break before bidding 6NT was beyond the grace period. In this auction the slow 6NT could only be showing something extra.

The appeal was found to have merit.

**The Committee:** Barry Rigal, Chair, Gene Kales, Dick Budd, Danny Sprung and David Rowntree

**Wolff:** Difficult to assess, but I would have allowed the grand slam. First of all the bidding probably made sense and, at least to me, East was not privy to any telltale UI when he opted for the grand. The hands bear it out, although in the absence of the brilliant ♣9 lead the grand is good enough, since cashing two rounds of hearts in search of the queen, before falling back on clubs for three tricks possibly made the grand about 70%.

Slam auctions are delicate and when one factors in ethics, it quite often should rely on what the committee thinks of the pair doing it and my vote would go in favor of the Kranyaks. Also as far as N-S, why should they have an option that 7NT may go down and when that doesn't happen, get the score changed to a small slam? Since this was close I may rule N-S -1520, E-W +1520 with a 1/4 to 1/3 of a board penalty to E-W. To me this is total justice for the players at the table and, just as importantly, the field in that section(s).

**Zeiger:** Did anyone tell West that 5NT is a Delayed Alert? I don't know that any UI from his alert is at all relevant, but when a regulation is violated, we should at least note it. The committee was correct.

**Rigal:** The absence of proper documentation combined with the general murk in the auction (and the presence of a clear-cut action to offer a choice of grand-slams) meant that the E-W argument was bound to fail. But the case was strong enough for an AWM not to be in point.

**Goldsmith:** I agree in general, but not with the claim that the hesitation over 6♠ clearly indicated extra values. If I were in West's seat, the hesitation would mean, "I think I know what 6♠ should mean, but does he know what it means? And does he know I know? Are we going to be on the same page?"

I think 6NT is passable, so by the laws, if we agree that West was pretty sure that 6♠ was some sort of choice of contracts, the slow choice of 6NT suggests that other contracts might be possible, suggesting 7NT over passing. So the committee got it right.

**Apfelbaum:** I agree with the committee. West's break in tempo demonstrably suggested some interest in bidding a grand slam. His auction did not. There is nothing in East's hand that makes bidding a grand slam clear. Further, had East really wanted to bid a grand slam, he might have bid 7♣ to give West a choice of slams.

I do have one disagreement with the write-up, however. Bridge appeal committees do not affirm or overturn a director's ruling. The appeal is a new hearing, and the committee is to make an independent decision. In this case, the committee merely came to the same conclusion as the director.

**Wildavsky:** I see no merit in this appeal.

## CASE FIVE

**Subject:** UI  
**DIC:** Cukoff  
**Silodor Open Pairs 2<sup>nd</sup> Final**

<b>Bd:</b> 5	<i>Larry Cohen</i>		
<b>Dlr:</b> North	♠ 5 4		
<b>Vul:</b> N-S	♥ K 8 3		
	♦ A J 10 7 5 3		
	♣ J 3		
<i>Steve Weinstein</i>		<i>Bobby Levin</i>	
♠ A K 7 3	♠ Q 10 8 6 2		
♥ Q J 9	♥ A 10 7 5 4 2		
♦ 8 6 4 2	♦ K 9		
♣ 7 4	♣ —		
<i>David Berkowitz</i>			
♠ J 9			
♥ 6			
♦ Q			
♣ A K Q 10 9 8 6 5 2			
<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>
	Pass	2♦ <sup>(1)</sup>	5♣
Pass <sup>(2)</sup>	Pass	5♥	Pass
Pass	Dbl	All Pass	

- (1) Alerted as Flannery  
(2) BIT

**The Facts:** The contract of 5♥ doubled was successful with an overtrick, +750 for E-W after the opening ♣K lead. The 2♦ bid had been alerted as Flannery. At his first turn to call West broke tempo 15-20 seconds. The director was not called at the time. The players agreed to some break in tempo at the table, but because of time pressure all agreed to bring the hand to a director after they caught up to the clock.

**The Ruling:** The director ruled that the UI (the slow pass) demonstrably suggested further action by East. The contract was changed to 5♣ by South, -100 N-S. Law 16 was cited with pass as an LA.

**The Appeal:** East, West and South attended the hearing. Flannery, as played by E-W, normally showed 4-5 in the majors, though occasionally 4-6. They had no agreement that it could be 5-6. East, with a passed hand on his

right and a preempt on his left, would very likely find some values in partner's hand. Since East had a club void and two extra cards in his suits it was clear to him to bid 5♥. South believed that pass was a logical alternative. None of the players could remember if the STOP card had been used, but all agreed that West had clearly exceeded the 'normal' tempo break after a skip bid.

**The Decision:** Was there a break in tempo? If yes, was a specific action demonstrably suggested? If so, was there a logical alternative? All agreed to a break in tempo. From East's viewpoint, West was very likely to have some values, given his hand and the auction. West, in hesitating, could have been contemplating 5♥, 5♠, double or even 5♦. The committee judged that the

likelihood of West's thinking about doubling to be great enough, relative to the chance that he was considering bidding 5♥ or 5♠, that the break in tempo did not demonstrably suggest the 5♥ call by East. The committee restored the table result of 5♥ doubled for a score of +750 for E-W.

**Committee:** Doug Doub, Chair, Chris Moll, Michael Huston, Jo Ann Sprung and Richard Popper

**Wolff:** We have sunk to a new low in committee judgment, not only in the verdict in this case, but with the chain reaction it may set off. What our decision in this case says is that, regardless of the UI that one receives, he may use that information or not use it as the case might be as long as he can concoct some legal excuse for taking action without the UI. Here he opened up an unusual Flannery, but so what? Why should that give him the right to take advantage later?

What if, after hearing 5♣ on his left pass pass he would decide to pass. Could we take him to a committee because, as this committee says, it was not a logical alternative to pass so that it follows that he would be committing an infraction, remember no UI, and if anything partner may have very little (and that little may be defensive), if he passed it out?

What I am trying to say, and in no uncertain terms, that when partner gives UI (and for those who say partner may have been thinking of doubling I say poppycock), great players (and even just good ones) do not think a long time then pass when thinking of doubling. The reason is obvious, since a major reason not to double is to not take a chance that with the double, declarer will play the hand double dummy which sometimes allows him to make it which, of course, at IMPs will create the worst kind of adverse swing or at matchpoints a zero. Add to that the partnership "tells" of a relatively long-standing partnership usually can read pretty accurately what partner's huddle and then pass means.

While this committee no doubt meant well, their final decision could set our process back, since anyone reading the casebook will feel protected by this decision. We want to create the opposite impression, one that suggests that after a hesitation and pass that partnership will get the worst of almost all judgment decisions so try and stay in the proper tempo. My guess is that when West studied and finally passed he never dreamed his partner would take action after opening a limit bid. Just because the limit bid had a twist does not give him the right to take advantage of the UI and ultimately the game itself, and then proceed to embarrass himself and his partner. The committee decision embarrassed me. Any East who says that the auction told him partner had something, and that the UI he received was valueless, is using sophistry to the highest degree.

If this decision establishes a precedent, it would be to any top player's benefit to

take great liberties with one's opening bid and take action later depending on his partner's tempo after he passes. Furthermore, it would be to that partnership's advantage to eventually pass in the immediate seat after a preempt, studying with close actions, knowing that his partner is at liberty to get it right and no doubt will, if given the UI plus the blessing of the committee.

Please don't get me wrong. E-W were not necessarily culprits here. East decided to try to get both his suits into the game early, in spite of the length disparity, probably being ultra experienced in the high-level game and fearing the possibility of N-S bidding quickly to either four or five of a minor or even more likely 3NT before he would have a chance to bid again. This fear soon became reality and now it was his turn to bid again and his instincts should (and obviously did) tell him not to sit still and defend a vulnerable 5♣.

All is well and good, but should he be able to be so advantaged by his partner's telltale pass, making his decision a slam dunk? I say "Are you kidding?" NO, but he is not automatically wrong to at least try and get it by the committee he is sure to face, rather than have to eat a horrific result.

When he wins the committee as he did here, what do we tell the next player who may experiment himself with 5-6 Flannery or some such? Is it still important to bid in tempo, even though you might think, as West probably did in this case, that partner has made a limit bid so having done that, he is through, I will have a chance to think it out without fear of my partner being able to use that information (except sometimes on defense). This he did and decided his AKxx, QJx is sure to go down at least one and probably two tricks at the five level and add to that the logic of why shouldn't we have three defensive winners (which they did even with partner's surprising distribution). All logical and legal, but once the study occurs all bets should be off with only West being able to make the final decision. Otherwise bridge as we know it becomes poker which is a singles game and allows all mannerisms and subterfuge, rather than the strict ethics of the partnership game of bridge that we live by.

In conclusion, I would like to have seen East, after his partner's study, to have passed and later tell partner that "even though you thought I, after my Flannery bid, was out of the auction, that since I like to get in quickly, even sometimes with distorted distribution, please try to always bid in tempo, just in case this is one of those times."

**Rigal:** I'm very unhappy about this AC ruling. I believe the slow pass demonstrably suggests bidding, not doubling, and as such the 5♥ call cannot be permitted. Once one opens Flannery one has devalued the East hand enough that one can hardly then bid freely at the five level.

Steve Weinstein tells me that the argument made (not represented in the write-

up but perhaps appropriate to have been mentioned as an obiter dictum) in committee was that if you believe 5♣ is making (and partner's failure to double coupled with your negative defense compared to expected values makes that at least plausible), then bidding on as a save is very reasonable. Is there no LA to bidding as opposed to passing? I think not.

**Goldsmith:** South bid to the five level vulnerable against not in a pairs game opposite a passed partner. There's no chance that he could be a tad heavy?

I don't buy the appeal. If East trusts South, he knows that West was thinking of bidding, not doubling. I agree with the director's ruling. Not only that, I'd give E-W an AWMW. Furthermore, I'd give E-W a one-fourth board PP for blatant abuse of UI.

**Apfelbaum:** I disagree with the committee. I believe that the correct standard on which to judge these cases is whether the UI demonstrably suggests another course of action than the auction itself suggests and whether a significant number of players would choose something other than the course of action demonstrably suggested by the UI.

The message conveyed by the break in tempo is that West has some values. This demonstrably suggests that pass will not be the correct action. Granted that East is 5-6 in the majors when his bid promised only 4-5, his hand is so poor in honor cards that any bid could easily turn a plus score into a minus. Or, in fact, turn any minus score into a disaster. The question, then, is whether a significant number of players of this class would pass. In my opinion, the answer is yes. The number may be small, granted, but the test is whether it is a significant number and not whether it is a majority.

My experience with hands of this type is that the player who breaks tempo usually is considering bidding on, rather than doubling. If we apply that experience to this deal, it makes a questionable action totally clear. In no way do I suggest, however, that either East or West actually considered such thoughts. This is an objective test based on the class of player. Whether East or West actually entertained such thoughts is completely irrelevant.

**Wildavsky:** To adjust the score we must find that the hesitation demonstrably suggested bidding over passing. Could West have been considering doubling? I think it's demonstrably more likely that he was considering bidding. One reason is that it's relatively easy to decide whether or not to make a penalty double but relatively difficult to decide whether or not to bid at the five level.

Most players who were considering doubling would manage to decide within the allotted 10 seconds. Another reason is that South, at unfavorable vulnerability, is likely to hold a strong playing hand.

All told, I judge it much more likely that West was considering a bid than a double. Pass is surely an LA with the East hand, so I believe the TD's ruling was correct.

**French:** The TD ruled correctly, a very slow pass demonstrably suggests action, and for East (a limit bidder) passing was clearly a logical alternative. This decision demonstrably suggests that some AC members don't understand Law 16A.

## CASE SIX

**Subject:** MI/UI

**DIC:** Cukoff

**Silodor Open Pairs 1st Final**

<b>Bd:</b> 6	<i>Jiang Gu</i>		
<b>Dlr:</b> East	♠ Q 10 8 6		
<b>Vul:</b> E–W	♥ 9 8		
	♦ K 8 6 2		
	♣ J 10 6		
<i>Steven Handley</i>	<i>Howard Epley</i>		
♠ K 9 7 5 4	♠ A J 3 2		
♥ J 7 4	♥ 10 6 5 3		
♦ 10	♦ A Q 9		
♣ K 8 7 4	♣ Q 9		
	<i>Erez Hendelman</i>		
	♠ –		
	♥ A K Q 2		
	♦ J 7 5 4 3		
	♣ A 5 3 2		
<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>
		INT <sup>(1)</sup>	2♥ <sup>(2)</sup>
Dbl <sup>(3)</sup>	2♠	Dbl	3♦
3♠	All Pass		
<p>(1) 12–14</p> <p>(2) See below</p> <p>(3) Cooperative</p>			

**The Facts:** The final result was 3♠ down two for a score of +200 for N–S after the ♥9 opening lead. The director was called at the end of play. When the 2♥ bid was made, it was alerted and explained as majors. After the 3♦ bid, North changed the explanation to hearts and a minor. This was a first-time partnership.

**The Ruling:** The result was changed to 2♠ doubled by North down two for –300 for N–S. There was UI and passing 2♠ doubled was an LA. Law 16 was cited.

**The Appeal:** South was the only player to appear. He stated that he would never sit for 2♠ doubled with the hand he held and that, in retrospect, redouble might have been a better bid. South also objected to the double shot that he felt West took by not calling the director when North corrected the explanation (as is required), but

freely bid 3♠. It was only after the bad result that the director was called.

**The Decision:** The committee considered what would happen if screens had been in use with East/South and West/North as screen-mates. When North informed West that 2♥ showed the majors, he would double and North would bid 2♠. When the tray was then passed over, East, having been told by South that 2♥ was hearts and a minor, would double 2♠. South having shown his hand and able to provide four tricks in 2♠, possibly opposite ♠Q J x x x x or ♠Q J 10 x x, should be glad to respect North's decision.

The committee ruled that Pass was an LA. The committee ruled that the director's evaluation of 2♠ doubled down two for –300 for N–S was deemed sufficient,

although some argument for –500 or worse could easily be made.

The play in 3♠, although not best, was not considered egregious. Further, the committee was not happy with West’s failure to call the director at the time attention was called to the irregularity, as is clearly printed on every convention card. However, the MI and the illegal 3♦ call deprived E–W of any chance to arrive at a proper result so E–W were also awarded +300.

The committee found no merit to the appeal, and an AWMW was issued.

**Committee:** Bob Schwartz, Chair, Ed Lazarus, Jeff Roman, Bruce Rogoff and Tom Peters

**Wolff:** Well thought out and ruled on both by the directors and the committee. However, it does call into consideration what convention disruption (CD) continues to do to our game. Perhaps we should have stricter discipline (more severe penalties) for forgetting a competitive convention.

**Zeiger:** The committee was correct, but let’s please all make a resolution. No more screen analogies, since they just aren’t relevant. If someone puts a gun to our heads and forces us to use a screen analogy, let’s at least insist on South/West and North/East as screen-mates. The AWMW is correct.

**Rigal:** The committee applied the rules sensibly here. South’s removal from 2♠ is not acceptable (though not worthy of a procedural penalty) and I don’t think E–W did anything too terrible to rob themselves of a chance for redress despite the late call. Many people simply do not know what to do here.

**Goldsmith:** Basic ruling right. If “some argument” can be made for –500, that seems to reach the “at all probable” criterion, so the AC should have ruled –500 for the OS and +300 for the NOS.

On the other hand, it seems to me that 500 is likely, so reciprocal 500s should be awarded.

AWMW richly deserved.

**Apfelbaum:** I agree with the committee. South should make believe that South heard North explain South’s bid as showing hearts and a minor suit. That means that North’s spade bid shows a very good (or at least long) suit because South denied spade length. As a result of the UI, it is clear that South needs to rescue partner from a disaster.

**Wildavsky:** Good decisions all around. The AC example is possibly misleading, though. The discussion of the likely result had screens been in place

is unnecessary, since there's no law stating that we should adjust as if there had been screens.

**French:** The +300 was probably based on the fact that West took only seven tricks in his spade contract, and the TD and AC figured it was not easier to defend against a spade contract than to play it. Well, in this case defense is easier, mainly because the  $\spadesuit Q$  can be finessed safely. E-W easily get eight tricks defending against  $2\spadesuit$  doubled, so the right adjusted score is +500 for E-W, with -500 probably right for N-S.

CASE SEVEN

**Subject:** UI  
**DIC:** Putnam  
**Vanderbilt KO Teams**

<b>Bd: 15</b>	<i>Art Bakshian</i>		
<b>Dlr: South</b>	♠ A K 6 5 3		
<b>Vul: N-S</b>	♥ Q 6 4		
	♦ 2		
	♣ A K J 9		
<i>Ron Smith</i>	<i>Billy Cohen</i>		
♠ Q 9 7	♠ 8 2		
♥ 9 8 7 5 3	♥ J 10 2		
♦ K Q 4	♦ 8 7 5		
♣ 7 3	♣ 8 6 5 4 2		
	<i>Randy Okubo</i>		
	♠ J 10 4		
	♥ A K		
	♦ A J 10 9 6 3		
	♣ Q 10		
<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>
			1 ♦
Pass	1 ♠	Pass	2 ♦
Pass	3 ♣	Pass	3 ♠
Pass	4 ♠ <sup>(1)</sup>	Pass	5 ♠
Pass	6 ♠	All Pass	
(1) BIT – agreed			

**The Facts:** The final result was 6 ♠ making seven for +1460 N-S after the ♥J opening lead. The director was called at the end of play. The BIT, conceded by South at the table, was about 10 seconds longer than previous bids. The 3 ♣ bid was described as natural and forcing.

**The Ruling:** The result was changed to 4 ♠ making seven for a score of +710 for N-S. The BIT certainly could suggest extra values and pass by South was an LA. Law 16A and Law 12C.2 were cited.

**The Appeal:** N-S appealed. No additional information added. South was the only player to attend the meeting.

**The Decision:** The committee found that the BIT influenced another bid. South had a logical alternative (pass) after North had a break in tempo and then bid 4 ♠.

The committee found no merit to the appeal and an AWMW was issued.

**Committee:** Darwin Afdahl, Chair, Riggs Thayer and Jeff Roman

## CASE EIGHT

**Subject:** UI  
**DIC:** Putnam  
**Vanderbilt KO Teams**

<b>Bd: 23</b>	<i>Ed Wojewoda</i>		
<b>Dlr: South</b>	♠ A Q J 6		
<b>Vul: Both</b>	♥ K 2		
	♦ A Q J 7 4 3		
	♣ A		
<i>Hank Youngerman</i>	<i>Daniel Levin</i>		
♠ 9 8 7 3 2	♠ 10 5 4		
♥ A 5	♥ J 9 7 6 3		
♦ 8 6	♦ 10 5		
♣ 10 9 6 4	♣ K J 5		
	<i>Farid Assemi</i>		
	♠ K		
	♥ Q 10 8 4		
	♦ K 9 2		
	♣ Q 8 7 3 2		
<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>
			Pass
Pass	1♦	Pass	1♥
Pass	2♠	Pass	2NT <sup>(1)</sup>
Pass	3NT	Pass	6♦
All Pass			
(1) Alerted and explained as Lebensohl with minimum values			

**The Facts:** The final result was 6♦ making six for +1370 for N–S after the ♣5 opening lead. The director was called after the opening lead. The director determined that the partnership agreement is that Lebensohl only applied after partner reversed, but not after a jump shift. Without the alert, North’s rebid would deny a six-card diamond suit and tend to show more of a balanced hand. North would expect that his partner would be passing his next call so therefore 3NT would show extra values and doesn’t want to play less than game.

**The Ruling:** The contract was reverted back to 3NT making six for a score of +690 for N–S. There was UI and Law 16.A.2 applied. If no alert had been given, South shouldn’t have any interest in bidding on. The UI suggests that bidding on might be successful and 4♦ might be misinterpreted as a signoff. A 4NT bid would be ambiguous. The 6♦ bid prevents further misinterpretation and is disallowed.

**The Appeal:** North and South both attended the hearing. South felt that his partner had created a game forcing auction. South felt bidding slam had a high likelihood of success. N–S had just suffered a poor result and South claimed he was “trying to get it back.”

**Other Facts:** N–S had about 5000 masterpoints each. When South was asked why he didn’t make a more subtle approach to slam, he stated that he just bid the slam to avoid any accidents.

**The Decision:** The AC discussed the UI available to South. They felt that the South hand would continue beyond 3NT. The information available to South, however, may have suggested the fast track to 6♦, rather than an exploratory auction. The AC unanimously agreed that slam should be reached. The committee was also convinced the South 6♦ call was something of a safeguard against any accidents on the way to 6♦.

The committee discussed the possibilities on a non-balanced score and also briefly wished for the availability of Law 12.C.3. The score of +1370 was allowed to stand. However, after weighing several possible PPs, the AC assessed -6 ½ IMPs to the N-S pair because of the blatant use of the UI.

No AWMW was issued.

**Committee:** Gail Greenberg, Chair, Robb Gordon and Richard Budd

**Wolff:** Here the directors were right and the committee wrong in my opinion. The alert may or may not have contributed to the slam bid. Since what I call convention disruption (CD) was involved, I would end the discussion here and rule it back to 3NT.

The committee did the next best thing in allowing the slam but penalizing 6½ IMPs, no doubt to arrive at the equivalent to a one-half board penalty (vulnerable slam is usually worth 13 IMPs). Many differ with me here, claiming if we are too severe with our CD penalties players would never try anything new. My reply would be that in important NABC events (Vanderbilt), players should respect the event and the game by knowing what they are playing. The idea is to get the opponents to not trivialize our premier events and also to work harder and be responsible citizens.

**Zeiger:** Since a 4♦ rebid by South would have been untainted, and the most risky, the committee should have projected the auction to 6♦. I am in no way certain that reaching 6♦ is at all probable. The amount of the PP suggests the committee found a clever way to use Law 12C.3 through the back door. Let's see. 6♦ is 1370. 3NT is 690. That's a 12 IMP difference. Hmmm. Maybe they meant a 6 IMP penalty. Good thing no AWMW was issued since the appealing side won its case. Sort of.

**Rigal:** I like this ruling. E-W were not damaged since South has a near slam drive after the jump-shift. But even if he simply raises diamonds, North has a spectacular hand in terms of controls, extra diamonds, etc. South's jump to slam to avoid ambiguities was highly inappropriate, however, and the penalty reflects that.

**Goldsmith:** The 6.5 IMPs PP seems to me to indicate that the AC thought that

there was roughly a 50% chance of an accident. If so, they are legally bound to return the contract to 3NT. Splitting the difference as they did is taking the law into their own hands, a measure which is dubious at best. In any case, South surely gets a PP for bidding 6♦. Experienced players are not allowed to violate L73, even if just to “avoid accidents.”

Was passing 3NT an LA? The AC thought so. Adam Wildavsky took a poll and found it was. I took a small poll and found it wasn't. Upon reflection, I'm convinced it is, though 4♦ appears to be the normal action.

Roll it back to 3NT. N-S get a one-fourth board PP for violation of L73. They'd get that even if E-W were not damaged – for example, if everyone would have bid 4♦, leading to a result of 6♦. The appeal statement was nonsense, so they get an AWMW. If N-S had appealed claiming simply that they thought no one would pass 3NT, there'd be no AWMW, as that is at least plausible. Their actual appeal statement was irrelevant.

**Apfelbaum:** Granted the committee agreed that pass was not a logical alternative, and that 6♦ would be permitted, there was nothing else for it to do. The 6.5 IMP penalty was a blatant attempt to get around ACBL's decision not to permit a committee to use Law 12.C.3. A disappointing decision, to say the least.

**Wildavsky:** “They felt that the South hand would continue beyond 3NT.” Divining the possibilities is not the AC's job. Since the UI clearly suggests bidding their task was to answer the question “Is Pass a Logical Alternative?” It seems clear to me that it is. Pass would not be an egregious error – it would be right quite often. If opener is 4=2=5=2, as he rates to be for his 3NT call, slam is not likely to be better than on a hook for the heart jack, and it could be a lot worse.

I don't think a poll ought to be necessary for an AC to determine the LAs, but with the luxury of time I took one via the Internet. I e-mailed mostly players likely to be found in the Vanderbilt, asking what they'd bid with no mention of the UI. The bidders outnumbered the passers only 35-22. Three others thought the decision was close. If I count only responses from former Spingold and Vanderbilt winners there were eight bidders and six passers.

The AC was on the right track with a procedural penalty – they recognized that South had violated Law 73C in brazen fashion. Better would have been to adjust the result to 3NT as the TD did, assess an additional procedural penalty, and then tack on an AWMW.

**French:** Several people have pointed out that a club lead (only unbid suit) ought to be assumed for a 3NT contract as the most favorable result that was likely, so

not a score of 690, but 660. Others have said, pretty logically, that 6NT down one should be the adjustment, assuming a 4NT continuation over 3NT (behind a screen, say), with West accepting this invitation. Adam polled a lot of us, and a considerable percentage passed 3NT, others bid 4♦, and one (me) bid 4NT. The right adjustment is difficult to decide on, so let's say the TD was right.

## CASE NINE

**Subject:** UI  
**DIC:** Hubert  
**Silver Ribbon Pairs 2<sup>nd</sup> Qualifying**

<b>Bd: 24</b>	<i>Michael Edwards</i>		
<b>Dlr: West</b>	♠ Q J 7 6 5 4		
<b>Vul: None</b>	♥ A J 9 8 7		
	♦ —		
	♣ K 9		
<i>Darwin Afdahl</i>	<i>Kay Afdahl</i>		
♠ K 10 8	♠ A 2		
♥ Q 10 6 5	♥ 4 3		
♦ K 9 3	♦ A 10 6 5 4 2		
♣ 7 5 3	♣ Q J 4		
	<i>Gerald Gitles</i>		
	♠ 9 3		
	♥ K 2		
	♦ Q J 8 7		
	♣ A 10 8 6 2		
<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>
Pass	1♠	2♦	Pass
3♦	3♥	Pass	3♠ <sup>(1)</sup>
Pass	4♠	All Pass	
(1) BIT			

**The Facts:** The final contract of 4♠ made four for a score of +420 for N–S after the ♦A lead. The 3♠ bid was out of tempo. South stated he was thinking about bidding 3NT. E–W stated that the 3♠ bid was “plopped” on the table. The director was called at the end of the auction.

**The Ruling:** The director ruled that pass was an LA and the contract was changed to 3♠ making four for +170 for N–S. Law 16.A (UI) and Law 12.C.2 (assigned score) were both cited.

**The Appeal:** N–S appealed. All four players attended the hearing. North said he was prepared to play 3♥ or 4♠. He would not have stood for a 3NT bid. South was choosing between 3♠, 4♠ and 3NT. He stated he was not sure his partner had six spades.

North believed his partner was

marked with values from the failure of East to double 1♠ and the fact that West only raised to 3♦. North said that once he found an eight-card fit, he was always driving to game.

**The Decision:** The committee accepted that North honestly believed he intended to bid on over 3♠. That was not the point, however.

When North only bid 3♥, he had not committed the hand to game. Had he wanted to do so, he could have jumped to 4♥ (that clearly suggests at least 6–5). South’s slow 3♠ gave UI to North which made bidding on more attractive. Although an argument could be made that South was thinking about passing 3♥ as opposed to correcting to 3♠. The fact that South was likely to hold scattered values meant that a slow 3♠ demonstrably suggested South was considering doing more.

Since there was a BIT (which demonstrably suggested taking the winning action) and since the committee had absolutely no doubt that passing 3♠ was an LA, the AC allowed the adjusted score to stand.

An AWMW was awarded. No new evidence had been brought to the table by N-S and the facts as stated were clear.

**Committee:** Barry Rigal, Chair, JoAnn Sprung, Mike Passell, Dick Budd and Eugene Kales

**Wolff:** Agree with the directors and the committee in ruling it back to 3♠ making four because of North's raise after South's BIT. Until we could take North to committee for passing a prompt return to 3♠ we have to address what to do when there is a slow return. True, we are taking an important play toy away from many, but this just reflects the improvement in our approach to disciplining the ethics of the game.

**Rigal:** If it is accepted that the slow 3♠ call demonstrably suggests bidding on, then we can't allow the raise to game, to my mind. I could understand an argument to the contrary, but personally I like to punish offenders in positions like this.

**Goldsmith:** Another easy one.

**Apfelbaum:** I agree with the committee. N-S had an opportunity to bring new facts to the committee's attention. They did not, and the facts as explained by the director made the his ruling pretty clear. My experience in this sort of situation is that South's break in tempo suggested a willingness to bid game without a fit.

**Wildavsky:** The TD ruling is incomplete. In order to adjust he must not only determine that UI was present and that Pass was an LA, he must also find that the UI demonstrably suggested Pass. I agree that it did, but the ruling must so state.

North believed his partner was marked with values all right, but not from the opponents' auction. I've never seen such preposterous drivell. As the AC notes, had he wanted to commit to game he could have bid 4♥.

While I have little patience for this North's arguments, the AC is correct to note that they do not need to disbelieve him to adjust the score. The questions to ask were (a) was there UI (apparently all agree that there was) and (b) did the UI suggest bidding (it did) and (c) was Pass a Logical Alternative (it was.)

The AWMW was well deserved. An additional score penalty for blatant use of UI would not have been untoward.

## CASE TEN

**Subject:** UI

**DIC:** Putnam

**Vanderbilt KO Teams, March 13 afternoon**

**Bd: 32**                      **Margaret Williams**

**Dlr: West**                ♠ A 7 4

**Vul: E–W**                ♥ Q J 6 5

♦ 8

♣ K Q J 9 8

*Claudio Nunes*

*Fulvio Fantoni*

♠ K Q 6

♠ J 5 3 2

♥ A 8 3 2

♥ 9

♦ A 5 3

♦ K 9 7 6 2

♣ 10 7 5

♣ A 4 3

*Victor King*

♠ 10 9 8

♥ K 10 7 4

♦ Q J 10 4

♣ 6 2

<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>
1NT <sup>(1)</sup>	2NT <sup>(2)</sup>	Dbl	3♦ <sup>(3)</sup>
Pass	Pass <sup>(4)</sup>	Dbl	Pass
Pass	3♥	Dbl	All Pass

(1) 12–14

(2) Alerted and explained as spades and diamonds or hearts and clubs

(3) No alert

(4) Alerted and explained as spades and diamonds

**The Facts:** The final contract was 3♥ doubled down one for a score of –100 for N–S after the ♠2 opening lead. The director was called before the final pass. North explained that she thought 3♦ was natural at the time the bid was made.

**The Ruling:** South’s explanation was UI for North. The bid of 3♥ could have been suggested by the UI (Law 16.A.2). The contract was changed to 3♦ doubled by South and the score of +1100 to E–W was assigned (Law 12.C.2).

**The Appeal:** N–S appealed. North and South attended along with the captain of the E–W team. North thought that the 3♦ was natural and was willing to sit for it undoubled and non-vulnerable. North stated she was unwilling to play it doubled and bid 3♥ to complete the description of her hand.

There were no system notes or any apparent agreement by N–S as to what 3♦ over the double

was. Neither side disputed the facts as they appeared on the appeal form.

**The Decision:** The committee considered what the 3♦ bid would show. Absent any firm agreement by N–S, they had to resolve the issue on some other basis. If 3♦ was meant as pass or correct, it required an alert. If it was natural, as North deemed it to be, no alert was required. When North subsequently passed and South alerted the pass as spades and diamonds (as he was required to do, given his bid was meant as pass or correct) this may have awakened North by providing UI.

The 3♥ bid could have been suggested by the UI. North also had an obligation to call the director had she realized that 3♦ had been pass or correct, but there was no clear evidence that this was true but for the UI. Therefore, pass was ruled as a logical alternative and the contract was changed to 3♦ doubled by South –800. It was not considered clear that East would duck a club at trick two in this form of scoring after the ♠K lead. Hence, the adjustment to –800.

The appeal was found to have merit because of the fact that the penalty was reduced. However, there was sentiment to giving an AWMW.

**Committee:** Barry Rigal, Chair, John Lusky, Riggs Thayer, John Solodar and Dick Budd

**Wolff:** Convention disruption is still running wild and always hard to correctly adjudicate. A score of –800 for N–S is okay, especially in a team match, but would be a little hard for me to stomach a +800 for E–W in a pairs game. When someone shows me how to fairly evaluate CD penalties I’ll be forever indebted (and so will the game).

**Goldsmith:** Playing 3♦ is clear.

If, as the AC judged, the play began ♠K won, ♣K won, East would play a heart, get a ruff, a spade, get a ruff, and cash the ♠J. What does South do on the thirteenth spade? If he doesn’t pitch a heart, West ruffs high and gives his partner a heart ruff for sticks and wheels. So South pitches a heart, West pitches a club, and dummy ruffs. Dummy continues with a high heart, ruffed and overruffed. No matter what now, the defense will score another small trump.

On the other hand, why would South win the first trick? If he ducks, it’ll be hard to prevent South’s taking four tricks. I judge that 1100 is at least at all probable, but 800 is the normal result. So N–S –1100 and E–W +800.

An AWMW is appropriate. N–S’s appeal was nothing more than a confirmation that they committed an infraction. They didn’t mention the score change, so they don’t get a break for that.

**Apfelbaum:** Reverting the contract to 3♦ is fairly easy. However, under the law the non-offending side is to get the most favorable result that is at all likely (generally considered a one in three probability). There are several ways for E–W to win the first club and still get +1100. The easiest is for West to lead a spade. On winning the first club, cash the ♦A and continue with spades to East’s jack. When East plays the fourth spade, West can discard a club. Now the way is clear to hold declarer to four tricks (1 Spade, 2 Diamonds and 1 Club). For this reason, I would give the non-offending side the benefit of the doubt and +1100.

Just for the record, I would give an AWMW. N–S had no new facts to present at the hearing, and the UI obviously suggests that 3♥ will be more successful than passing. Further, the write-up contains no indication that N–S raised any argument about the play that would make –800 more likely than –1100.

**Wildavsky:** The TD ruling was 100% correct. E–W have nine top tricks whether or not East ducks the club at trick two. West has three entries for three heart ruffs: the ♥A, the ♠Q, and the ace of trump. Here’s another AWMW that got away.

**French:** The TD correctly ruled down 1100.

The committee states that it was not considered clear that East would duck a club at trick two in this form of scoring after the ♠K lead. Hence, the adjustment to –800.

Considered by whom? The AC? Why not say so? Where is it written that a score adjustment has to be based on “clear” play? Ducking the first round of clubs is not all that difficult (in any form of scoring).

However, taking the first club lead still nets nine tricks for the defense: club ace, two spades, heart ace, three heart ruffs, ♦A, ♦K, +1100. If declarer ducks the spade lead, the small hearts may not all get ruffed, but West can discard a club on the 13th spade, and then a second round of clubs will strand South in dummy with no entry to his hand (the trump gone by then). The defense is very easy, with East knowing West has the diamond ace for the 1NT bid (the ♦9 is led first, of course). The TD had it right. What was the committee thinking?

An AWMW should have been given, if only the AC could analyze a simple deal. Deep Finesse was just a few doors away in the Daily Bulletin office, after all. Maybe the AC should have a laptop on hand with Deep Finesse installed, or at least a deck of cards.

I’ll bet the TD looked into the play of 3♦ doubled very closely to arrive at the 1100 ruling, probably with peer consultation (automatic in NABC+ events). To have his good work cavalierly disregarded is not good.

## CASE ELEVEN

**Subject:** MI

**DIC:** Putnam

**Vanderbilt KO Teams, March 13 afternoon**

<b>Bd:</b> 2	<i>Richard Pavlicek</i>		
<b>Dlr:</b> East	♠ A Q 10 8 6 2		
<b>Vul:</b> N-S	♥ 8 4		
	♦ 3		
	♣ 6 5 4 2		
<i>Andrea Buratti</i>	<i>Massimo Lanzarotti</i>		
♠ J 4	♠ 9 5 3		
♥ K Q 7 6 2	♥ 10 3		
♦ 9 8 5 2	♦ J 10 7 6		
♣ 10 8	♣ A J 9 3		
	<i>Michael Polowan</i>		
	♠ K 7		
	♥ A J 9 5		
	♦ A K Q 4		
	♣ K Q 7		
<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>
		Pass	2♣
Pass	3♠	Pass	4NT
Pass	5♦	Pass	6♠
All Pass			

**The Facts:** The final contract was 6♠ by North down one for a score of -100 for N-S after the ♥10 opening lead. The director was called after play was over. There was discussion before play of board one about defenses and leads that included the fact that E-W lead low from a worthless doubleton (no discussion or disclaimers about doubleton honors).

During the play declarer tried to give himself an extra chance to ruff out the king and queen of hearts and the ♠8 was overruffed with the ♠9. The play had gone ♥10 to the ♥A. The ♦A and ♦K were cashed declarer pitching a heart. The ♥J was led covered and ruffed. A spade was led to the ♠K and the ♥9 was led, covered, trumped with the ♠8 and over-trumped with the ♠9.

**The Ruling:** The director ruled the result stands. The assumption about treatment of honors should not be implicit from questions about leads from small doubletons.

**The Appeal:** N-S appealed and the hearing was attended by North, East and West. North had asked before the first hand about leads and was told E-W led low from doubletons. No questions were asked and no information volunteered about leads from ♥10-x. Declarer thought he had an extra chance to play East for ♥10-7-6. Even though the seven did not fall on the second round of hearts, he still thought ruffing the third round was safe and could produce an extra chance.

**Statements Made by the Other Side:** The convention card was correctly

marked. It was a WBF convention card and was on display at the table and showed they lead the ♥10 from ♥10-x.

**The Decision:** North could have asked when the ♥10 was lead. The line of play taken had no legitimate extra chance of success once the ♥7 or ♥6 did not drop. North did not receive misinformation about carding methods. Any effort to make on a trump coup if spades split four one would fail when West ruffs a minor-suit winner early.

Because of these reasons, the ruling was upheld.

The appeal lacked merit and N-S were given an AWMW

**Committee:** Richard Popper, Chair, Barry Rigal, Ed Lazarus, Bob Schwartz and Riggs Thayer

**Wolff:** A careless declarer play, to try to give a possible squeeze a chance to develop if the ♣A is offside, did declarer in. Apparently the opponents' convention card adequately described what they led from 10-x. The heart lead struck gold.

**Rigal:** North really did not do enough to protect himself, and the fact that he was playing for what was in essence a non-existent extra chance meant that pursuing the appeal was inappropriate. It seemed clear to me at the time that the problem on leads arose from an imprecise question – before the set started – and a linguistic barrier. (For what it is worth I also met a pair playing these methods in the first round of the Vanderbilt, and my first question to them before play started was what they led from a doubleton ten or a doubleton honor.)

**Goldsmith:** WBF convention cards are not allowed in ACBL events except as additional information. Two fully-completed ACBL cards are mandatory. Pairs who are ascertained not to have any ACBL convention card must finish the round playing ACBL Yellow Card, then may play their methods starting at the beginning of any subsequent round when they have two fully completed ACBL cards.

Therefore, the argument that the information was available because there was a WBF card on the table is not valid. If, in fact, declarer was told at the beginning of the round (these defensive methods require a pre-alert, so he must have been told), “we lead low from a doubleton,” then he was misinformed, and the NOS's bad result stems directly from the misinformation he was given.

On the other hand, if he was told, “we lead low from small doubletons,” then it is his responsibility to determine if 10-low is a small doubleton. The appeal claimed that E-W stated the former. If that turns out to be true, I have some

sympathy for declarer. If not, I have none.

In neither case would I adjust the score; North is sufficiently experienced to know to ask what the opponents lead from 10x; leading low from small doubletons is a common method; leading low from honor doubleton is not.

The appeal has merit. Since E–W are not native English speakers, I can imagine some communication problems contributing to the situation.

**Apfelbaum:** I agree with the committee, including the AWMW. North tried for an extra chance by ruffing a heart. When East did not follow with the ♥6 or ♥7, the extra chance cannot come true. Further heart ruffs could not provide an extra chance, so the only correct play is to draw trump and hope the ♣A is with East. In short, North has only himself to blame. Trying to get a second chance by resorting to an appeals committee got exactly what it should have gotten.

**Wildavsky:** I have no reason to believe that WBF convention cards are acceptable in ACBL events. It sounds as though E–W were in violation of the requirement that each pair bring to the table two properly filled-in ACBL convention cards. If declarer had asked to see a CC and found that no ACBL CC was available I'd have ruled in his favor. If he didn't ask to see a CC then E–W's infraction did not affect the result and I'd find the appeal without merit — see case TWELVE.

**French:** Good enough, I suppose, but the AWMW seems harsh considering the disclosure circumstances. I'd like to know about the legality of that WBF CC, which is not a reasonable facsimile of the ACBL card.

CASE TWELVE

**Subject:** MI  
**DIC:** Smith  
**Vanderbilt KO Teams, Quarterfinals**

<b>Bd:</b> 12	<i>Fulvio Fantoni</i>
<b>Dlr:</b> West	♠ 10 9 6 3
<b>Vul:</b> N-S	♥ 8 4 2
	♦ A Q 7 5 3
	♣ 8
<i>Dan Jacob</i>	<i>Bryan Maksymetz</i>
♠ Q J 8	♠ 5 2
♥ A K 10 7 5	♥ 3
♦ J 9 6	♦ 10 8 4
♣ A 5	♣ K Q 10 9 4 3 2
	<i>Claudio Nunes</i>
	♠ A K 7 4
	♥ Q J 9 6
	♦ K 2
	♣ J 7 6

<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>
1♥	Pass	1NT <sup>(1)</sup>	Pass
2♣ <sup>(2)</sup>	Pass	3♣ <sup>(3)</sup>	Pass
3NT	All Pass		

- (1) Forcing
- (2) Could be two cards long
- (3) West to South — Nothing said; East to North — 2♦ would be forcing so 3♣ is weaker than raising by first going through 2♦

**The Facts:** The final contract was 3NT by East making four for a score of +430 for E-W after the ♠4 opening lead. The director was called after play was over when N-S discovered different explanations. Misinformation occurred (Law 75). E-W agreed to footnote (3) shown in the bidding above.

**The Ruling:** The director ruled the score stands. While MI existed, a player poll showed that a high spade lead was the preferred lead. Law 40.D was cited.

**The Appeal:** N-S appealed and the hearing was attended by all four players. Holding 14 HCP, South expected his partner to have very little. He led a low spade hoping for partner to hold the ♠J and ♣Q. If he had known that East probably had a weak hand, he would have led a high spade.

NS claimed to be unfamiliar with the use of a 2♠ bid to show a

stronger club raise. They said they should not be held responsible for drawing negative inferences from the failure to use a treatment that was unfamiliar to them.

**Statements Made by the Other Side:** E-W asserted that N-S were experienced enough to know that alternate club raises were probably available. If such a distinction mattered to South, he could have asked. E-W also thought that they were not responsible for explaining a bid that was not made. East's explanation was, therefore, a courtesy, not an obligation.

E–W had no agreement about the meaning of 2♠ over 2♣, but both thought it would be understandable as a strong club raise according to standard expert practice.

**Other Facts Discovered:** There is no firm policy for alerting negative inferences. The default appears to be “no alert requirement,” with a few explicit exceptions. The appealed auction is not one of the exceptions.

**The Decision:** The AC rejected both major assertions of the appellants. They deemed this to be a “no alert” situation. East’s explanation was courteous to his screen-mate, but West’s failure to match it was not a violation.

Furthermore, South is a multiple world champion who has played in NABC tournaments for several years. The AC considered his claim of unfamiliarity with the availability of stronger club raises to be ingenuous. E–W’s use of the 2♦ bid for this purpose was novel but irrelevant given the widespread use of 2♠ with the same meaning.

In addition, the AC found no demonstrable connection between South’s choice of leads and the information (or lack thereof) that he had. This was confirmed by the director’s poll of several experts, all of whom led a high spade on the given auction with no explanation, and reinforced by the AC’s unanimous opinion in the same direction.

Therefore, the table result was allowed to stand.

Some AC members found the regulations about alerting negative inferences to be ambiguous enough to give the appeal merit and, therefore, no AWMW was given.

**Committee:** Bart Bramley, Chair, Chris Willenken, Bill Pollack, Mark Feldman and Danny Sprung

**Wolff:** Agree with the director’s and the committee’s decision, If there were deemed an infraction, it should be more of a discipline violation and in matchpoints be only a penalty against the perpetrators (E–W) without changing the –430 score for N–S. I do think since the two-card club rebid is unusual (other than the standard Flannery exception) that some mention (more than just a courtesy) should be disclosed.

**Rigal:** The AC came to the right conclusion from the players surveyed. I can understand the lack of AWMW though I might have been less sympathetic. I do not think the failure to explain negative inferences is an infraction though I would have done it myself and would urge others to do so also.

**Goldsmith:** The AC got it right. Many typos appear to be present in the write-up; it seems obvious that E–W were playing 2♠ as the strong raise, not 2♦, since they claimed no special agreements, just what “everyone” plays.

AWMW is deserved. It’s not close. The AC was overly kind.

**Apfelbaum:** A fairly simple case. E–W had no duty to alert. There was no violation of law, and for that reason no basis to adjust the score.

**Wildavsky:** Where’s Janis Joplin now that we need her? Cry, cry, baby. This appeal had no merit.

**French:** This appeal is of little interest, the appellants claiming damage from minor misinformation (if any). They deserve an AWMW.

## CASE THIRTEEN

**Subject:** UI  
**DIC:** Cukoff  
**IMP Pairs – 2<sup>nd</sup> Qualifying**

<b>Bd: 1</b>	<i>Stephen Maltzman</i>		
<b>Dlr: North</b>	♠ K Q 9 8 6		
<b>Vul: None</b>	♥ K 9 4		
	♦ –		
	♣ K 9 6 5 3		
<i>George Tornay</i>		<i>Armand Barfus</i>	
♠ 7 3	♠ 10 5 4 2		
♥ Q J 10 3 2	♥ A 8 5		
♦ A 5 4 3	♦ K J 7		
♣ Q 7	♣ A J 4		
<i>Renee Dondero</i>			
♠ A J			
♥ 7 6			
♦ Q 10 9 8 6 2			
♣ 10 8 2			
<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>
	1 ♠	Pass	1NT <sup>(1)</sup>
Pass	2 ♣	Pass	2 ♠
Pass <sup>(2)</sup>	Pass	Dbl	Pass
3 ♥	3 ♠	Pass	Pass
4 ♥	All Pass		
(1) Forcing			
(2) BIT – Agreed			

**The Facts:** The final contract was 4♥ by West making four for a score of +420 for E–W after the ♠K opening lead. The director was called after East’s double. West admitted a BIT before his pass of 2♠.

**The Ruling:** The director adjusted the score to 2♠ down two for –100 for N–S.

**The Appeal:** E–W appealed and the hearing was attended by North, East and West. Both East and West acknowledge the BIT, contending only that it was two or three seconds shorter than N–S’s allegation of 10–12 seconds. East said he thought it was a losing strategy to sell out to 2♠ with this good a hand where his partner might well have a five-card suit and be able to make a three-level contract. He also said that he knew his partner had some values from the fact that the opponents had stopped bidding at the two level. This was AI which duplicated any alleged UI.

**Statements Made by the Other Side:** None

**The Decision:** With an acknowledged BIT suggesting action, Pass was very clearly an LA. Hence, adjusting the contract to 2♠ was correct. The AC considered whether N–S’s defense of 4♥, letting it make, broke the chain of causality between offense and result. South won the second spade and shifted to a small club on which North played the king. The AC deemed this inferior, but not so egregious as to break the chain of causality.

The number of tricks to assign to 2♠ was problematic. On a diamond lead, North's distribution is revealed and E-W should have no trouble defeating 2♠ one trick and may defeat it three tricks depending on North's handling of the club suit. On a spade lead, E-W would have more trouble seeing the optimal defense.

At the AC's request, the directors provided a recap of the scores for this board in four sections of this event. Assuming that the N-S scores of +110s and -100s were results for 2♠ contracts, N-S made 2♠ a little less than half as often as they went down two (with down one and down three occurring much less frequently). The AC ruled a score for N-S of 2♠ down two for -100. However, for E-W, the AC ruled -110 giving them the least favorable result possible.

East acknowledged the BIT and based his entire appeal on his contention that his double was clear, based on all the AI. This line of argument is patently wrong in the AC's opinion.

The AC decided that experienced players in NABC events should know that passing is a logical alternative. Appealing a director's decision that passing is an LA is an abuse of the right to appeal. The AC therefore, gave an AWMW to the E-W pair.

**Committee:** Michael Huston, Chair, Jeff Roman, Mike Kovacich, Bob White and Ed Lazarus

**Wolff:** I agree with the ruling, although I think it a little strong to award E-W -110 (least favorable result). West after hesitating earlier, rebid 4♥ when the opponents competed, not fearing that partner had only reopened based on the UI. He then scored up 4♥ with the aid of an opponent's mistake.

I have always believed in a meritocracy and here the least favorable ruling was not meant to apply, 1. The opponents don't deserve +110 and 2. E-W deserve a lot better. Edgar Kaplan said to me many times when we talked about his laws that he didn't want to give directors and committees too many judgment situations for them to guess right.

Maybe it is time we take the bit in our teeth and try to temper justice with mercy. This would have been a good case to start with and maybe even now, after the fact, it might serve as a coming together on our way to progress. Even though it is a caveat or better named, an agreement, I think it should be modified at times.

Note (on another point): To regard Pass an LA here (I agree), but to regard a Pass as reopener to a 5♣ bid by LHO (case 5) after opener's Flannery as not is totally mind boggling. I think that committee should rethink and offer a different opinion before the readers of this case book go crazy or, more likely, riot.

**Rigal:** Very harsh but entirely appropriate ruling on E–W. Balancing over 2♠ is totally out of line, and the defense certainly not absurd (plus once a director has been called, play always deteriorates). As one of the people responsible for score-gathering to produce the adjustment, I can concur that giving the offenders –110 was appropriate.

**Goldsmith:** Very well done, AC. Only some minor quibbles — possibly a write-up transcription error: not “the least favorable result possible,” but “the least favorable result at all probable.” A score of –110 meets that criterion, of course. And the double was blatant use of UI so ¼ board PP.

Assuming the –100s were 2♠ down two is not necessary. The director could have supplied them with a full set of results including contracts.

**Apfelbaum:** Another simple case. At IMPs, pass is a logical alternative. (Not so at matchpoints) The committee decided that East should have known that pass was a logical alternative. They had the right to do so. The ruling and the AWMW logically followed.

**Wildavsky:** I concur on the AWMW. As to the adjustment, 2♠ making was one of the likely results and that’s what I would have awarded to both sides. First of all the LC’s guideline of one chance in three is just that, a guideline. Second, while every +110 was likely to have occurred in 2♠ the –100s could have occurred in any of a number of contracts.

An additional PP for blatant use of UI would have been reasonable. I understand why TDs are reluctant to assess these, but an AC should have no such compunctions, especially when the offenders are the ones bringing the appeal.

The AC did strike one sour note. I see no call for this statement: “Appealing a director’s decision that passing is an LA is an abuse of the right to appeal.” That is often the precise reason an appeal is called for. It was inappropriate here only because the TD was so clearly correct.

**French:** Hard to imagine a diamond lead. A spade lead looks semi-automatic, after which 2♠ makes if declarer takes a second round of spades before finessing in clubs. If he takes the club finesse at trick two, East must give West a club ruff in order to beat the contract one trick. These are the only two lines of play that seem reasonably likely.

It is highly improper to look at scores posted at other tables for guidance, and how could they assume that –100 or –150 was from a 2♠ contract? They could easily have been the result of a higher contract, as shown by North’s 3♠ bid on this deal. The –100 looks like an averaging of the recap results. Any averaging, even of AC members’ opinions, is not the way L12C2 works. Non-offenders

get the most favorable result that was likely, not some compromise between or among possible favorable results.

The adjustment is wrong, as –50 is surely likely enough and I’m not sure that +110 isn’t also. Spade lead, club finesse to the jack, is it clear that East would give West a club ruff? The AC said, “On a spade lead E–W would have more trouble seeing the optimal defense.” If so, then why not +110 for N–S?

The AC ruled –110 giving them the least favorable result possible. Right adjustment, but why not cite L12C2 and use the actual words, “most unfavorable result that was at all probable”?

The AC decided that experienced players in NABC events should know that passing is a logical alternative. Appealing a director’s decision that passing is an LA is an abuse of the right to appeal. The AC, therefore, gave an AWMW to the E–W pair.

It is quite normal to appeal a TD’s UI decision if it looks wrong. In this case taking away the 4♥ contract was clear-cut and that ruling indeed should not have been appealed.

NS should have appealed, however, because of the –100 that the TD gave them. It often happens that players are so pleased to have a ruling go their way that they don’t look at it closely enough. The right score adjustment for N–S is either +110 or –50, certainly not –100.

## CASE FOURTEEN

**Subject:** UI

**DIC:** Cukoff

**IMP Pairs – 1<sup>st</sup> Final**

**Bd: 12** *Wafik Abdou*  
**Dlr: West** ♠ Q 10 7 6  
**Vul: N–S** ♥ 4 2  
 ♦ J 8 7 3  
 ♣ J 10 2

*Nancy Kalow* *Ester Litmanovic*  
 ♠ 9 3 ♠ 4 2  
 ♥ A J ♥ K Q 8  
 ♦ K Q 6 5 ♦ A 10 4  
 ♣ K 9 8 5 4 ♣ A Q 7 6 3

*Connie Goldberg*  
 ♠ A K J 8 5  
 ♥ 10 9 7 6 5 3  
 ♦ 9 2  
 ♣ —

<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>
1 ♣	Pass	2 ♣ <sup>(1)</sup>	3 ♣
3 ♥	3 ♠	Dbl <sup>(2)</sup>	Pass
4 ♣	Pass	5 ♣	All Pass

- (1) Inverted, forcing, 5+ clubs, denies a four-card major  
 (2) BIT of about 15 seconds

**The Facts:** The final contract was 5 ♣ by West making six for a score of +420 for E–W after the ♠ 7 opening lead. The director was called when West began to think after East’s double of 3 ♠.

**The Ruling:** The director ruled that the result stands per Law 16 – UI but pass by West not being a logical alternative. Double shows a good hand, not necessarily spades (consensus of experts polled).

**The Appeal:** N–S appealed and the hearing was attended by North, East and West. N–S felt that pass, instead of 4 ♣, was a logical alternative.

**Statements Made by the Other Side:** 2 ♣ promises a five-card suit with a limit raise or better. The vulnerable opponents have a 9+ card spade fit. We have little major suit defense. East is unlikely to have a spade stopper,

from West’s point of view, since she did not bid 3NT. We are unlikely to “get rich” defending 3 ♠ when we might have a slam. The double is only extra value showing and does not show spade honors. The 3 ♥ bid denies a spade stopper and is not game forcing.

**The Decision:** The BIT was acknowledge by E–W though they denied it was as long as 15 seconds as alleged by N–S. The BIT suggested bidding (rather than passing) to the West hand. The pivotal issue was whether Pass was an LA. A logical alternative is an action some number of one’s peers would have seriously considered and some would have taken.

Notwithstanding West's explanations that East would not have a spade stopper and might have a slam going hand, the AC was doubtful that these represented partnership agreements.

Although troubled by the 10 card club fit and the nine card spade fit, the AC decided that a significant number of West's peers would seriously consider passing and some of them would actually do so. This would lead to a doubled contract making. Accordingly, the AC judged this to be the appropriate adjustment and reciprocal scores of 730 were assigned.

The appeal was judged to have merit, obviously, since the result was changed to the appellants' favor.

**Committee:** Michael Huston, Chair, Danny Sprung, Ed Lazarus, Robert Schwartz and Aaron Silverstein

**Wolff:** I agree with the ruling, but there were a number of controversial questions. E-W evidently play that the inverted minor promised five and North did bid freely suggesting four, although with side values, he may have only three. Look at how far off E-W was to defend 3♠ doubled, without a real prayer of beating it, and at the same time they were laydown for 5♦, meaning that they would have lost IMPs if they had beaten it one trick.

This hand and committee result should be passed around, studied and commented upon since otherwise we gain nothing by our experience. Will we make a consistent ruling based on this one next time? Will the cast of characters playing overly influence the committee next time? Please ask yourself, "How will you feel if the next committee confronted with similar facts rules the opposite way?"

I can tell you that I would feel violated, even though I can see the argument on the other side with the varied use of doubles in the high-level game. Please see my closing comments for further thoughts on this issue.

**Rigal:** I could understand the ruling going the other way, but again I like the idea that the guilty are punished. If a double is not penalty, what is it? If the player wanted to raise clubs, I'm assuming they would have enough gumption actually to do so.

**Goldsmith:** Good job, AC.

**Apfelbaum:** The write-up leaves me a little disappointed. There is no explanation of what evidence E-W produced to document their understanding that the double of 3♠ did not promise spade values but did promise extra strength. Of course, the committee is free to decide what it pleases. I respect

its choice, but would be more comfortable if I knew the evidence upon which it based its decision.

From a bridge standpoint, however, I am inclined to believe the E–W explanation for the double of 3♠. Consider that West had shown a heart stopper and denied a spade stopper. With a good club fit, it is not logical for a double to show a spade stopper. It is more logical for a double to show extra values but deny a stopper. With a stopper and extra values, East could bid 3NT. And with no stopper and a minimum, East could pass. All of these choices give West maximum information and leave available the most choice most likely to be correct.

**Wildavsky:** The meaning assigned to the double by a consensus of experts is irrelevant. The question is what it meant to this pair. We have two pieces of evidence suggesting that they had no such agreement. One is that West did not alert the double. The other is that East was unable to double in tempo.

For what it's worth I'd play this double for penalty, since a pass would be forcing.

I much prefer the AC ruling to the TD's.

**French:** When I scored these cases, I give the TD a zero score on this one because his ruling was overturned. It would have been higher on a scale of one to 10. This is the sort of auction that ACs are theoretically better at analyzing than a TD. If the TD had said something to that effect, suggesting that N–S could appeal, I would have given him a one-half or even a one.

## CASE FIFTEEN

**Subject: Claim**

**DIC: Johnston**

**NA Swiss Teams, 1<sup>st</sup> Qual**

<b>Bd: 15</b>	<i>George Tornay</i>		
<b>Dlr: South</b>	♠ Q J x		
<b>Vul: N-S</b>	♥ 9 x x x		
	♦ K Q 8 x x		
	♣ x		
	<i>Connie Goldberg</i>	<i>Wafik Abdou</i>	
	♠ K 10 x x	♠ A x	
	♥ A Q J	♥ K 8 x x	
	♦ A J 10 x x	♦ 9	
	♣ K	♣ A Q J 9 x x	
	<i>Armand Barfus</i>		
	♠ 9 x x x		
	♥ 10 x		
	♦ x x		
	♣ 10 8 x x x		
<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>
			Pass
1 ♦	Pass	2 ♣	Pass
2 ♠ <sup>(1)</sup>	Pass	3 ♥	Pass
4NT <sup>(2)</sup>	Pass	5 ♠ <sup>(3)</sup>	Pass
6NT	All Pass		
<p>(1) Game Forcing                  (2) Quantitative                  (3) Two aces, Queen, explained later</p>			

**The Facts:** The final contract was 6NT by West making six for a score of +990 for E-W after a small heart was led. The director was called after the teams compared scores. West had claimed after a heart lead and unblocking the ♣K, saying that “If the ten of clubs drops, I make seven.” After a pause from the opponents, she said “If not, I make six.”

NS accepted declarer’s claim for 12 tricks and completed the match. During the comparison with their teammates, they found that declarer did not have 12 sure tricks and withdrew their acquiescence to the claim.

**The Ruling:** The director ruled 6NT down one for a score of N-S +50 citing Law 69.B. N-S had acquiesced to a trick that cannot be lost by any normal play of the remaining cards.

**The Appeal:** North thought that declarer said she could give up a

club (to make six), and actually played a couple of additional tricks. South did not recall any further play following the claim.

**Statements Made by the Other Side:** E-W vigorously denied the statement by North.

**Additional Facts:** The Laws do not require declarer to attempt to run the clubs when she was clearly aware that the ♣10 was an important card and would have noticed that it was still outstanding.

**The Decision:** Law 68D states “If a claim or concession is acquiesced in, Law 69 applies.”

Law 69B states: “Within the correction period ... a contestant may withdraw acquiescence in an opponent claim, but only if he has acquiesced in the loss of a trick ... that could not be lost by any normal play of the remaining cards.”

Although declarer might not judge the hand accurately in actual play, there are two “normal” lines of play that would produce 12 tricks, after declarer discovers that the clubs are not breaking. She could discard diamonds on dummy’s winners and play a spade to the ♠K and another spade to establish her ♠10 as her twelfth trick. Alternatively, she could discard two spades and two diamonds on dummy’s winners, catching North in a spade and diamond strip squeeze.

Since declarer could have taken 12 tricks through normal play, as a matter of Law, the defenders’ acquiescence is required to stand and the assigned result is reciprocal 990s.

The appeal was found to have merit.

**Committee:** Doug Doub, Chair, Jeff Roman, Ed Lazarus, Howard Weinstein, Jay Apfelbaum

**Wolff:** Ridiculous! Not necessarily the ruling, but the acquiescence law. It is pretty clear to me that declarer was not maneuvering, only trying to save time and assuming that she had the entries and timing to separate her 12 tricks even though the clubs broke badly. Such was not the case.

However when the opponents acquiesced they did not probably take the time to figure it out and just assumed that declarer (a good player) was telling them correctly. If bridge is a gentlemen’s game the declarer should accept down one since she started the problem. True she may have made it according to the analyst method(s), but the truth is that she would have cashed the three high hearts and the king of clubs, then go to the ace of spades and expect to take thirteen tricks until the clubs revealed they were not breaking.

There was not a shred of evidence that the declarer was going to set up a strip squeeze or play for the QJ of spades to fall three times. Why is this so hard to stomach for people? What could be more fair in this case? Why? Why? Why? Maybe it is because some of us don’t care for the boring repetition of doing the practical thing. Certainly there is nobody alive who believes that West deserved to make this slam. Perhaps the opponents were almost as guilty for not scrutinizing the claim? I don’t think so. Please someone, somewhere, have the courage to follow up discussions of this situation and the other problem subjects these remarkable set of hands provided.

**Zeiger:** The committee is correct. Once N–S had acquiesced, the burden shifted to N–S when they tried to withdraw acquiescence. Declarer is allowed to play correctly, and it is the defenders who might be forced to defend less than optimally.

**Rigal:** Good decision and accurate following of the laws. The two lines of play that lead to the contract making are neither of them so remote as to be ruled out, given the high standards of proof that N–S have to demonstrate here.

**Goldsmith:** The AC ruled correctly. Had the claim been contested or if the acquiescence had been withdrawn before N–S had made a call on the subsequent board or the round ends, then the score would have been corrected to down one.

For what it's worth, the laws require this appeal to be heard by the DIC (L93B1) before being sent to a committee. I don't know why this is not done in ACBL events. Such an appeal can be re-appealed to an AC, but why assume it will be done routinely?

**Apfelbaum:** I voted for this result at the time, and stand by it now. Law 69B gave declarer the benefit of the doubt once the defenders acquiesced in his claim. As there were reasonable lines of play that would give declarer the contract, the decision was clear.

**Wildavsky:** The AC ruling seems correct as a technical matter — declarer could have set up the spade ten for her twelfth trick. Had the defenders called for a ruling before the start of the next board they'd have set the contract, but after that a different law applies.

**French:** I feel the TD's ruling was correct. Claimers should not get the benefit of any doubt. Conceders (L71), rightly, are not given any benefit of doubt, but acquiescence is not the same as a concession.

Law 69B states "Within the correction period, a contestant may withdraw acquiescence in an opponent's claim, but only if he has acquiesced in the loss of a trick that could not be lost by any normal play of the remaining cards."

The frequent ambiguity of the word "any" in print is resolved by word emphasis in normal speech. In this case, stressing the word "any" gives one sense; stressing the word "normal" the other sense. With no direction from the WBF's Laws Commission, I have chosen the latter. If there is any NORMAL play, not ANY normal play, by which the setting trick in this deal could not be lost, then the acquiescence is voided. Why they didn't say "all normal plays" or "a normal play" to remove the ambiguity of the word "any" is a mystery.

What is a normal play that would invalidate the claim, even if it is careless or inferior, but not irrational? One such line is to finesse in diamonds with these cards left:

	♠ Q	
	♥ —	
	♦ K Q 8	
	♣ —	
♠ K		♠ x
♥ —		♥ —
♦ A J 10		♦ 9
♣ —		♣ 9 x
	♠ 9 x	
	♥ —	
	♦ x	
	♣ 10	

This is a probable line of play, I believe. Accordingly, the TD was right and the committee was wrong.

## CASE SIXTEEN

**Subject:** MI

**DIC:** Tench

**Senior Pairs, 1<sup>st</sup> Session, Saturday**

**Panel:** Patty Holmes (reviewer), Tom Whitesides and Gary Zeiger

<b>Bd: 14</b>	<i>North</i>			
<b>Dlr: East</b>	♠ K 9 4 3			
<b>Vul: None</b>	♥ Q 10 4			
	♦ A K			
	♣ A Q 10 4			
<i>West</i>		<i>East</i>		
♠ Q J 8 7 6		♠ A 5		
♥ 6 5 2		♥ K 9 7 3		
♦ 10 6 4		♦ 5 3 2		
♣ 5 2		♣ J 7 6 3		
<i>South</i>				
♠ 10 2				
♥ A J 8				
♦ Q J 9 8 7				
♣ K 9 8				
<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>	
		Pass	Pass	
2♠ <sup>(1)</sup>	3NT	All Pass		
(1) Marked as 5–10 on E–W Convention Cards				

**The Facts:** The contract was 3NT by North making four for N–S +430. The director was called at the end of the play.

East led the ♠A and another spade to the ♠J and ♠K. North ran eight minor suit winners, coming down to this end position, with the lead in the North hand.

	♠ 9	
	♥ 10	
	♦ –	
	♣ 10	
♠ Q 8		♠ –
♥ ?		♥ ? ?
♦ –		♦ –
♣ –		♣ J
	♠ –	
	♥ A J 8	
	♦ –	
	♣ –	

Since the E–W convention card was marked 5–10 HCP, Declarer played to strip squeeze West. He played a heart to the ace and

made four. After the play, discussion made clear that E–W routinely open very light in third chair. North felt he was entitled to that information.

**The Ruling:** The table result stands per Law 75B. “A player may violate an announced partnership agreement so long as his partner is unaware of the violation (but habitual violations within a partnership may create implicit agreements, which must be disclosed.”

**The Appeal:** N–S appealed the ruling. All players attended the hearing. North had 4250 points, South 2500, East 3700, and West 5340. West asserted in third seat “anything goes.” East said he might have made the same call. The director had advised them they could have a different range for third seat weak twos,

whereupon they had changed their card to 0-9, playing no conventions. North said with the correct information, he might have guessed successfully.

**The Decision:** The panel first concluded E-W had violated Law 40.B when they failed to disclose their third seat tendencies. Four experts were polled as to how they would play the hand. Two were given the correct information, and took the heart finesse. Two were given the wrong information. One took the heart finesse, saying he didn't care what the opponents' agreements were. One played identically to Declarer. Using Law 12.C.2, the panel assigned 3NT making six, +490 N-S and -490 for E-W.

**Players consulted:** Grant Baze, Joe Grue, Marc Jacobus and Ron Smith (SF)

**Wolff:** I'm split 50-50 between wanting the table result +430 N-S to stand. It is possible that North could have asked enough questions to determine what was happening, and (more importantly) by making the superior play of leading the ♥Q at trick two (thus making it extremely difficult for East not to cover).

However the greater good can come from ruling in favor of +490 for N-S and by creating a small box on the convention card for downward adjustments for third-seat openings such as the WTB's 0-10 instead of 5-10 and opening bids 9+ with four-card majors and lead direction. That box will allow their opponents to get a better insight into style which the field is entitled to. It may be a good idea to check around to see if we can modify our convention card with such a box. I think the time has come since even many regional-level players have embraced that aggressive style.

**Rigal:** Declarer's play was uninspired, and I am not convinced that a deviation from announced ranges in third seat is a felony. My impression is "That's bridge, mister." I'd feel differently if North had asked East and received an unhelpful reply.

**Apfelbaum:** A simple case with a well-written explanation for the decision. E-W clearly had agreed that third hand could be lighter than in other positions. N-S were entitled to that information.

I have to wonder about the table ruling. The facts are clear enough. The law is, too. I would prefer to have a more complete explanation why the table director ruled as he (or she) did so that I could better understand the reasons.

**Wildavsky:** The panel decision disturbs me. Most pairs would open the West hand if it held a sixth spade no matter what the range on their convention card. The panel ought to make allowances for foolish ACBL regulations that limit the range a pair is allowed to agree for their weak two bids and an ACBL convention card that has no check mark for "could be light in third seat." A player with over

4000 masterpoints is experienced enough to realize that the defenders might be light in third seat and to ask them. At the point of his guess such a question could give nothing away. With his show of naiveté, and the panel's, he was able to make the maximum number of tricks no matter how the E-W cards were distributed.

I prefer the TD's ruling.

## CASE SEVENTEEN

**Subject:** UI

**DIC:** Kuschner

**A/X Pairs, 1<sup>st</sup> Session, Monday**

**Panel:** Tom Whitesides (reviewer), Matt Smith and Gary Zeiger

<b>Bd: 1</b>		<i>Paul McDaniels</i>	
<b>Dlr: North</b>		♠ A 8 7 4 3	
<b>Vul: None</b>		♥ K	
		♦ K Q 10 6 3	
		♣ Q 2	
<i>Bob Lurie</i>		<i>Ben Feinswog</i>	
♠ 10 9 5 2		♠ Q	
♥ Q 8		♥ A J 9 7 4	
♦ 9 4		♦ A J 8 7 5 2	
♣ K 9 8 6 4		♣ 5	
		<i>Mike Levinson</i>	
		♠ K J 6	
		♥ 10 6 5 3 2	
		♦ —	
		♣ A J 10 7 3	
<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>
	1 ♠	2 ♠	Dbl
3 ♣	Pass	3 ♦	4 ♦
Pass	4 ♠	All Pass	

**The Facts:** The result was 4♠ by North down one for a score of N–S –50 after the ♣5 lead. Before doubling 2♠, South asked the meaning of 2♠ and received a correct explanation (hearts and clubs). The convention cards were also marked correctly. The director was called at the end of the auction in case the 3♦ call was made on UI. E–W offered no evidence that 3♣ could not be passed. East had forgotten the agreement but thought 2NT would have asked which minor.

**The Ruling:** If East is required to pass 3♣, per Law 16.A.2, South would double leading to a contract of either 3♣ doubled or 3♦ doubled. Pass by East is an LA. The score at either contract is down three, for N–S +500 and E–W –500 per Law 12.C.2.

**The Appeal:** E–W appealed the ruling. They had around 700 MP each although they were playing in a Flight A event. All four players attended the hearing. E–W felt that a 3♦ bid was automatic, especially since he held the sixth diamond. They felt no one would pass.

**The Decision:** Seven players with between 500 and 1000 masterpoints were consulted. Five bid 3♦ and two passed. Since two players would have passed, it was deemed an LA. The two players who passed, immediately pulled to 3♦ when 3♣ doubled came back to them. Passing at this point was not deemed an LA. Pulling to 3♦ would lead to several possible results, particularly since Pass by South now might well be forcing. The panel assigned a result of 3♥ doubled by West, down three, –500 as the most unfavorable result that was at all probable for E–W. The panel also decided there was enough likelihood of this result to assign it to N–S, as the most favorable result that was likely. Laws 16.A.2, 12.C.2 were cited. The appeal was found to have merit.

**Players Consulted:** Seven peers of E–W were consulted.

**Wolff:** When CD (convention disruption) raises its ugly head, the logic of bridge usually ceases and adjustments are difficult. In the past, when the ACBL wouldn't accept my views on CD, including the name convention disruption, our appeals ran around like a chicken with his head cut off to try to adjust and certainly not hurt the feelings of the CDers for fear nothing new would ever be added to the game. Now we have changed considerably and reached the point of our committee's almost always ruling against CD but in convoluted ways such as this case.

In real life when East takes his partner's 3♣ bid out to 3♦ (who wouldn't?), South, with his diamond void and spade support, would surely bid 3♠ and E–W will be out of trouble. Instead we ruled (without thinking it through) that E–W will wind up playing 3♥ doubled down 500 –impossible but satisfactory since, in my opinion, the right side was penalized. Life goes on, but maybe it is time we established a rule that if partnerships commit CD (forgetting or whatever) the disruption is harmful enough to the game to warrant being penalized so severely that we encourage players to memorize what they are playing. If they still can't seem to remember, then perhaps they should cross it off the card.

**Rigal:** A very murky case. If 3♣ doubled is not going to get passed out (even the players who passed 3♣ would not sit for it doubled), then would South pass 3♦ with a void and three good spades? Surely not. I'm happy to leave E–W with –500 per the panel but N–S were on their way to 4♠ once East bids 3♦, I think. See the actual auction. I'd leave N–S with the table result and stick E–W with –500.

**Apfelbaum:** There does not appear to be any extraneous information, so I fail to see on what basis the committee (or the director) can change the table result. If East wants to remove 3♣ to 3♦, he has a right to do so.

When did we start changing scores because of the mere possibility of extraneous information?

**Wildavsky:** This appeal had no merit. I'd have assessed a procedural penalty in addition for East's blatant disregard for Law 73C.

## CASE EIGHTEEN

**Subject:** Claim/Concession

**DIC:** Hubert

**Stratified Pairs, First Session**

**Panel:** Bernie Gorkin (reviewer), Patty Holmes and Gary Zeiger

<b>Bd:</b> 8		<i>North</i>	
<b>Dlr:</b> West		♠ A 7 6 3 2	
<b>Vul:</b> None		♥ —	
		♦ 7 6 2	
		♣ 9 7 5 3 2	
<i>West</i>		<i>East</i>	
♠ 8		♠ Q 10 9 5 4	
♥ K Q 9 8 7 6 2		♥ A J 3	
♦ A J 5		♦ K 9 8	
♣ K 10		♣ Q 8	
		<i>South</i>	
		♠ K J	
		♥ 10 5 4	
		♦ Q 10 4 3	
		♣ A J 6 4	
<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>
1 ♥	Pass	1 ♠	Pass
2 ♥	Pass	4 ♥	All Pass

**The Facts:** The contract was 4♥ with the ♠A opening lead. The director was called with six cards remaining to be played. The first seven tricks had been: Two rounds of spades, ruff. Three rounds of hearts were then played, ending in dummy. Next the ♠Q, ♠10, with clubs pitched by declarer. Dummy was left with the ♠5 and the original minor suit holding. Declarer held three trumps and ♦A–J–5. The rest of the facts are hotly disputed. See the Disputed Facts and the Appeal below.

**The Disputed Facts:** South folded his cards and placed them face down on the table. Declarer thought a concession had been made. Surprised, he asked whether the ♠5 was good. North wanted to take a trick with the

♠6. West said he would take the diamond finesse. West claimed he didn't show his hand until North spoke up about the ♠6.

**The Ruling:** The director ruled a concession had been attempted (68.B), but no claim (68.A). Declarer was allowed to take the diamond finesse for a score of +680 E–W

**The Appeal:** N–S appealed the ruling, asserting a different set of facts. They stated West claimed by stating the ♠5 was good, and tabled his hand. South said he never abandoned his hand until declarer faced his. N–S believed West had lost track of the spade suit.

**The Decision:** The one fact to which both sides agreed was declarer said the ♠5 was good. N–S asserted he said it as a statement of a claim. E–W asserted he asked it as a question. The reviewer questioned the table director about statements made at the table. E–W had done most of the talking. The round was over, and tempers were short, so the TD moved everyone along. He knew the

facts were disputed, though N-S did not make a clear statement at the time.

The panel decided that West's remark about the ♠5, even if phrased as a question, was improper. Declarer is very experienced, holding 10,300 masterpoints. If he thought a concession was being made, in a situation where he didn't expect one, he could have asked to be sure. The panel decided N-S had been injured by a violation of Law 73.F.2. An innocent opponent had drawn a false inference from a remark by declarer, revealing the location of the ♠6. Since Declarer's question revealed some possibility he thought the ♠5 was good, the panel gave a trick to N-S per Law 12.C.2

**Players consulted:** None

**Wolff:** With N-S's version of the facts, declarer should not be allowed to take the diamond finesse since the ♠6 would not show up until declarer had discarded his diamond. Obviously, as the panel pointed out, if it were West who became the claimer then play would stop and the rules of claiming would apply +650 E-W.

**Rigal:** Tough to rule on the facts from this distance. The TD was there at the time and seems to have produced a sensible decision. I see no reason to overturn it; I would have left the TD ruling in place.

**Apfelbaum:** There is no criticism for the committee here. They had a choice to make and two very conflicting sets of testimony to choose from. They went with the story they thought was the more likely to be true. Granting the choice made, the result followed naturally.

**Wildavsky:** The TD and panel were best placed to determine the facts. I have no quarrel with their decisions.

CASE NINETEEN

**Subject:** Played card

**DIC:** Nachtwey

**Red Ribbon Pairs, 1<sup>st</sup> Session, Thursday**

**Panel:** Bernie Gorkin (reviewer), Doug Grove and Gary Zeiger

<b>Bd: 16</b>	<i>North</i>		
<b>Dlr: West</b>	♠ J 9 7 6 4		
<b>Vul: E-W</b>	♥ K		
	♦ A K Q 4 2		
	♣ K 5		
<i>West</i>	<i>East</i>		
♠ A 8 5	♠ 2		
♥ Q 5	♥ J 8 7 6 3 2		
♦ J 9 5	♦ 10 7 3		
♣ A 9 8 6 3	♣ J 10 2		
	<i>South</i>		
	♠ K Q 10 3		
	♥ A 10 9 4		
	♦ 8 6		
	♣ Q 7 4		
<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>
Pass	1 ♠	Pass	3 ♠
Pass	4 ♠	All Pass	

**The Facts:** The contract was 4♠ by North making six for a score of +480 after the opening lead of the ♣J. The director was called at trick one. When dummy was faced, declarer said, “God save the queen.” Dummy detached the ♣Q from dummy and West played the ♣A. Declarer called the director, saying he did not intend to play the queen, but was speaking in jest.

**The Ruling:** The director ruled the ♣Q had not been played. The ♣A was restored to West’s hand without penalty. The location of the ♣A was UI for Declarer. Laws 45.B and 45.D.

**The Appeal:** E-W appealed the ruling. All players attended the hearing. E-W have 360 and 502 masterpoints respectively. They each claimed that, at their local

club, the director has been firm that a card detached from dummy must be played, and therefore the ♣Q was a played card. Declarer said the players had been joking about the first hand, and he was joking. The ♣Q would be a silly play, since he had a potential pitch on the ♥A.

**The Decision:** Declarer’s comment was clearly improper, but he had no intention of playing the ♣Q from dummy. Dummy had misplayed the queen, and Law 45.D applied. The panel assigned a result of 4♠ by North, making six for +480 N-S.

Since all four players agreed the atmosphere at the table had been jocular, the panel did not assess a PP against N-S. The reviewer did admonish North to be more careful in the future. The Review had been conducted under some time pressure, due to this being a qualifying event, so the reviewer did not have the time to cite the appropriate Laws with E-W. For this reason, and their

inexperience, no AWMW was given.

**Players consulted:** None

**Wolff:** Not a lot of substance here, but North in his zeal to steal a trick spoke (“God save the Queen”) out of turn. To me, since E–W were being led down primrose path by North, by his wanting to cancel the queen play, since he could see what was happening, and, of course E–W could not. I would like to rule both sides receive average on the board, a decision that to me would be fair. Remember West’s mind had been snatched, primarily because of North’s bluster, so it doesn’t seem right for West not to have a right to concentrate on the possibility of making the winning play. Not a very important case except to understand how I feel about bridge justice.

**Rigal:** In the circumstances I can see why no AWMW was given — though it was surely deserved. Yes, North was jocular, but come on, guys! A joke’s a joke.

**Apfelbaum:** I understand that West has about 500 masterpoints. There is no question that playing the queen at trick one takes out any guesswork. Declarer’s statement does not mean he intended to play that card from dummy. While I sympathize with West, the simple fact is that bridge at a club game is often played under house rules that vary slightly from the strict letter of the law.

A correct decision.

**Wildavksy:** I have great sympathy for E–W. When the declarer says the word “queen” it’s reasonable to suppose that he wants to play the queen. I would have found a PP in order, jocularly or not.

That said, it’s clear from the cards that declarer had no intention of playing the queen, and West was allowed to play his ace no matter which card was played from dummy. The E–W discussion about their local club director is not relevant. The situation may or may not have been analogous, he may or may not have been correct, and they may or may not have understood him. It’s much better to look in the law book, which is available to all.

## CASE TWENTY

**Subject:** Played Card

**DIC:** Nachtwey

**Red Ribbon Pairs, 1<sup>st</sup> Qual, Thursday**

**Panel:** Charlie MacCracken (reviewer), Tom Whitesides and Gary Zeiger

<b>Bd: 19</b>	<i>North</i>		
<b>Dlr: South</b>	♠ J 10 8 4 3		
<b>Vul: E–W</b>	♥ 9 4		
	♦ 10		
	♣ 8 6 5 4 2		
<i>West</i>	<i>East</i>		
♠ A K 9 6 5	♠ Q 7		
♥ Q 3 2	♥ 8 7 6		
♦ Q 9 4	♦ A K 8 5 3 2		
♣ J 10	♣ A 3		
	<i>South</i>		
	♠ 2		
	♥ A K J 10 5		
	♦ J 7 6		
	♣ K Q 9 7		
<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>
			1♥
1♠	Pass	2♦	2♥
Pass	Pass	3♥ <sup>(1)</sup>	Pass
3♠	All Pass		
(1) Asks for a heart stopper			

**The Facts:** The contract was 3♠ making three for +140 for E–W after the opening lead of the ♥9. The director was called at trick nine after the play went as follows. Three rounds of hearts were led with North ruffing West’s ♥Q. At this point, East displayed agitation and West responded with signs of agitation. They both realized that West had a stopper and 3NT could be made. North exited with the ♦10 won in dummy. Declarer followed with three rounds of spades and then led the ♦Q and another diamond.

East said he was improperly reaching for the ♦K because it was logical. He heard his partner mumbling, but could not tell what she was saying. North and South, independently and simultaneously, called for the director because they heard declarer call low. The director asked declarer what she called. She responded, “It doesn’t make

any difference.” This conversation was repeated two more times.

**The Ruling:** The director ruled the low diamond had been called, resulting in down two. The play continued with South winning the ♦J, returning a heart on which declarer pitched her ♣J and North scored his trump for down two.

Upon review with the DIC of the event, the ruling was reversed to allow the play of the ♦K since (per Law 46) declarer’s different intention was incontrovertible.

**The Appeal:** N–S appealed the ruling. All four players attended the review. N–S claimed the fact they each independently called the director demonstrated declarer must have called low. Since declarer had become agitated, she was likely not paying attention. West claimed she never called a card from dummy. She repeated it didn't matter, and that North couldn't take more than one trick.

**Statement from the other side:** West said she never actually called a card from dummy.

**The Decision:** The table director did not understand West because she did not clarify her statement until the appeal. Although she was fluent, English was obviously not West's native tongue. The panel believed the testimony at the review clarified the statement, "It doesn't matter," referred to the hand as a whole, not the current trick. Declarer knew she only had to lose a trick to the high trump. The panel ruled declarer had not called a card from dummy and assigned a score of 3 ♠ making three for +140 E–W.

**Players Consulted:** None

**Wolff:** OK with me. Perhaps this case could stand for, "If there is controversy whether a ridiculous play was made or not made, in the absence of clear facts it should be determined that the ridiculous play was not made."

**Rigal:** Again the panel was close enough to the action that it seems illogical to try to overrule them from this distance. I guess you had to be there.

**Apfelbaum:** Bridge is a game played by people. They say and do things that should not be interpreted literally because they are influenced by their experience and emotions. Here, West would never really intend to play a low diamond. A fine decision.

**Wildavsky:** Kudos to the DIC for correcting an injustice and to the panel for upholding his decision. That said, this case highlights a problem inherent in the panel system. The panelists report to the Chief TD. They may be reluctant to overturn his decisions, even when they ought to overturn.

## CASE TWENTY-ONE

**Subject:** Procedural Violation

**DIC:** Nachtwey

**Red Ribbon Pairs, 1<sup>st</sup> Final, Friday**

**Panel:** Gary Zeiger (reviewer), Charlie MacCracken and Tom Whitesides

<b>Bd: 22</b>	<i>North</i>		
<b>Dlr: East</b>	♠ 10 7 4 3 2		
<b>Vul: E–W</b>	♥ A 4		
	♦ A 10 9 6 2		
	♣ 10		
<i>West</i>		<i>East</i>	
♠ J 9		♠ A K Q 8 6	
♥ K J 10 7		♥ 9	
♦ K J 7 5		♦ 8 3	
♣ A 7 6		♣ K J 8 5 3	
	<i>South</i>		
	♠ 5		
	♥ Q 8 6 5 3 2		
	♦ Q 4		
	♣ Q 9 4 2		
<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>
		1 ♠	Pass
2 ♦	Pass	3 ♣	Pass
3NT	All Pass		

**The Facts:** The contract was 3NT by West down one for a score of N–S +100 after the ♣ 10 opening lead. The director was called at the end of play.

During the play (after trick six), North wrote on the scoring ticket “3NT E–W +600.” Declarer and dummy each observed this. Declarer subsequently played South for the ♦ A.

**The Ruling:** The director ruled 3NT by West making three for +600 for E–W. Laws 74.C.3, (indicating the expectation or intention of winning or losing a trick that has not been completed), 73.F.2, (Player injured by illegal deception), and 12.C.2 were all cited.

**The Appeal:** N–S appealed. All four players attended the review. The play started with the ♣ 10

lead to the jack, queen and ace. The ♣ 7 won the next trick with North pitching a heart. Another club was won by South, North pitching a small diamond this time. South won and exited with the ♥ 5 to the ♥ 10 and ♥ A. North exited with a low spade won by West. Declarer continued spades overtaken on the board, South pitching a heart. The clubs were then run, North pitching two more diamonds. Two more big spades were led with declarer coming down to ♥ K–J and ♦ K. A diamond was led to the ♦ K and ♦ A at which point North claimed.

N–S said that by the time declarer played diamonds, he had to know North had the ♠ 10 and two more diamonds. North claimed that an endplay was obvious. Since declarer didn’t see what was actually written, his play couldn’t have been affected. North apologized for his actions.

East thought declarer had been fooled into thinking South had  $\spadesuit$ A. West said he didn't actually see what North wrote. He just saw him writing on the ticket. Dummy saw what was written. West said his concentration may have been affected by North's action.

**The Decision:** The panel decided North had violated Law 74.C.3 when he wrote a score on the ticket during play. The panel believed declarer's play was unaffected by North's action, since he didn't see what was written. If he thought North was showing lack of interest, he should have come down to the  $\heartsuit$ K and  $\spadesuit$ K and another diamond, instead of the other way around. The panel restored the table result of 3NT down 1, N-S +100. Law 73.F.2 had not been violated. The panel assessed a one-fourth board PP against N-S, since North had been guilty of similar actions previously.

**Players Consulted:** None

**Wolff:** Well done in all respects in that the actual bridge at the table was upheld and North was penalized for his "rude" behavior.

**Rigal:** Is West (who failed to cash the  $\heartsuit$ K for his ninth – or as it might have been his tenth – trick when in hand with the  $\spadesuit$ J) asking for an adjustment? Take him away and shoot him. I have no objection to the PP, in fact I might have made it more but maybe that will teach North not to go coffee-housing again. The panel was right to restore the table result.

**Apfelbaum:** A sound, practical decision. Declarer saw North put something on a scoring slip, but did not know what North wrote. The only information this supplied (at best) was that North had some idea what the score would be. The committee decided that North's act did not pass enough information to give Declarer any real help in playing the rest of the deal. Therefore, there is no basis to change the score achieved at the table.

As for the PP against North, that is also correct. There is much potential for passing information in writing down a score while the play is in progress. The fact that none was passed this time is irrelevant to whether North's action deserved a sanction.

**Wildavsky:** Good work by the panel.

## CASE TWENTY-TWO

**Subject:** MI

**DIC:** Zeiger

**NAOP, Flight B, 1<sup>st</sup> Qual, Saturday**

**Panel:** Doug Grove (reviewer), Bernie Gorkin and Patty Holmes.

<b>Bd: 14</b> <i>North</i>			
<b>Dlr: East</b> ♠ 10 5			
<b>Vul: None</b> ♥ J			
♦ K 7 6 5 3			
♣ K Q 10 6 2			
<i>West</i>		<i>East</i>	
♠ J 9 8 6 4		♠ A K 3	
♥ 9 8 5 4 3		♥ A K Q 6	
♦ J 2		♦ A 4	
♣ 5		♣ A 9 8 3	
<i>South</i>			
♠ Q 7 2			
♥ 10 7 2			
♦ Q 10 9 8			
♣ J 7 4			
<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>
		1 ♣ <sup>(1)</sup>	Pass
1 ♦ <sup>(2)</sup>	1NT	Dbl	Pass
Pass	2 ♣	Dbl	2 ♦
Pass	Pass	Dbl	All Pass
(1) Artificial, 16+			
(2) Artificial, negative response			

**The Facts:** The table result was 2♦ doubled down two for N–S –300 after the lead of the ♣5. The director was called when dummy came down.

During the interview with the participants, it was determined that the director was actually called at the end of the auction, before dummy was faced. West had questioned whether North’s 1NT was conventional. South stated that they had not discussed auctions with actions in the fourth seat over opponents’ Precision 1♣-P-1♦. The floor director found no evidence of a concealed agreement, or of a failure to alert. Therefore, there was no reason to reopen the auction, and she directed play to continue.

**The Ruling:** Finding no infraction of law, the director ruled that the table result should stand.

**The Appeal:** E–W appealed the

ruling and all four players attended the hearing.

East and West have 1521 and 1226 masterpoints, respectively. In general, their partnership style is to bid what they have over interference in Precision auctions. The 2♣ or 2♦ rebids by opener are natural; doubles are penalty. Over 1NT interference intended as two-suited, they do not have an explicit understanding as to whether double is just values or specifically takeout. E–W believed that the N–S auction showed evidence of an implicit agreement that North’s 1NT call was conventional for the minors. West contended he would have bid 2♠ at his second turn if he had known the North hand to his left contained minors, which E–W believed would have led to a contract of an E–W contract of 4♠.

North and South have 1018 and 227 masterpoints.

N–S are a regular partnership of several years' standing, playing together at a weekly club duplicate where they seldom encounter the Precision system. N–S stated that they played Mathe over the opponents' strong club in direct seat. (Their version in direct seat included the following: one-level overcalls are natural, double is majors, NT is minors, 2♣ and 2♦ are five of a minor and four of a major hands.) Absent specific agreement about fourth seat actions, South presumed that North's 1NT was natural and passed the subsequent double. Once North pulled 1NT double to 2♣, South thought North was scrambling to find a better spot so he, South, bid his four-card diamond suit, his best suit.

**The Decision:** The panel did not find evidence of an undisclosed conventional agreement on the part of N–S. Further, the panel concluded that the bid of 2♦, in the context of this auction, did not establish evidence of an implicit agreement regarding the 1NT call.

Therefore, the panel found that the N–S pair had not violated Law 40.B or Law 40.C. The table result was allowed to stand. Three Flight B Precision players were consulted as to their actions with the West hand. Once the panel decided no Law violation existed, their opinions became moot. The appeal was deemed to have merit.

**Players Consulted:** Three peers of West.

**Wolff:** Another well thought out ruling. Everything went naturally enough to ratify the bridge at the table which is always a worthwhile ending.

**Rigal:** Sensible decision. No evidence of a concealed understanding was shown and, since West had the chance to bid at various points in the auction and chose not to do so, there is no reason to assume he would have acted differently had he been properly informed.

**Apfelbaum:** These auctions come up often enough that I might be willing to say that N–S are deemed to have a conventional understanding, but the committee was there and had a chance to meet with the players involved. I choose to trust the committee's judgment.

**Wildavsky:** With no evidence of an infraction, I see no merit in the appeal.

## CASE TWENTY-THREE

**Subject:** Tempo

**DIC:** Zeiger

**NA Non-LM Pairs, 1<sup>st</sup> Final, Sunday**

**Panel:** Tom Whitesides (reviewer), Su Doe and Guillermo Poplawsky.

<b>Bd: 16</b>		<i>North</i>	
<b>Dlr: West</b>		♠ J 10 9 3 2	
<b>Vul: E–W</b>		♥ Q J 8 4 3	
		♦ 4 3	
		♣ K	
<i>West</i>		<i>East</i>	
♠ Q 4		♠ 8 7	
♥ 5		♥ A 9 6	
♦ A Q J 10 7		♦ 9 8 6 5 2	
♣ 9 8 5 3 2		♣ J 10 6	
		<i>South</i>	
		♠ A K 6 5	
		♥ K 10 7 2	
		♦ K	
		♣ A Q 7 4	
<i>West</i>	<i>North</i>	<i>East</i>	<i>South</i>
Pass	Pass	Pass	1 ♣
2 ♦	Dbl	3 ♦	Pass <sup>(1)</sup>
Pass	4 ♦	Pass	4 ♥
All Pass			
(1) agreed BIT			

**The Facts:** South was the declarer in 4♥ making five for a score of N–S +450 after the ♣9 opening lead. South hesitated noticeably before passing 3♦, agreed by all players. The director was called after the 4♦ bid.

**The Ruling:** The director ruled that an “unmistakable hesitation” had occurred, that it demonstrably suggested bidding on, and passing was a logical alternative. The contract was changed to 3♦ by West, down one for a score of N–S +100. Laws 16.A.2, 12.C.2 were cited.

**The Appeal:** N–S appealed the ruling. All players attended the hearing. North and South have 528 and 532 masterpoints respectively. E–W have 118 and 351. N–S said there was no logical alternative to bidding by the North hand, and all roads led to four of a major. They knew they were being preempted. With 10 major cards, and shortness in

diamonds, North was sure he should bid. E–W said they thought bidding on was possible, but not after the break in tempo.

**The Decision:** Six peers of N–S were given the North hand without any mention of the BIT. Four players bid on, and two passed. This established Pass as an LA. The panel assigned a contract of 3♦ by West, down one and a score of N–S +100. Laws 16.A.2, 12.C.2 were again cited. Since the majority of the consultants bid on, the panel decided the appeal had merit.

**Players Consulted:** Six peers of North.

**Wolff:** Although it appears likely that North wouldn't sell out to 3♦, the BIT should cause N-S to get the worst of it. Of course, perhaps South thought her pass was forcing, but we all know that it isn't so and N-S should be ruled against.

**Rigal:** I am surprised and disappointed that the majority of Norths who were polled bid on; this argues for a degree of incompetence amongst the players being polled that tends to vitiate the result of subsequent polls! I'd expect partner to be 3-5 in the minors and have no fit in a major. With a major and values might partner not be expected to open his mouth over 3♦ – or does North bid South's hand for him on every deal with South taking a Trappist vow after opening? Clear AWMW were it not for the polled players.

**Apfelbaum:** I agree with the committee that the final contract should be 3♦, down one. In view of N-S's masterpoint holding, I would not give them any sanction. I would take the time to educate them, however, about what Law 16 requires.

**Wildavsky:** The fact that a majority of players polled bid on does not give this appeal merit. A pass of 3♦ would be perfectly logical — it would be right quite often. A procedural penalty was in order for that 4♦ call, a clear violation of Law 73C.

## CLOSING COMMENTS

**Wolff:** It is so obvious to me that the Regional appeals have different types of problems than do the NABC appeals. In a way there is a distinct “bridge pathos” that is usually present in the Regional appeals which, because of the lack of sophisticated bridge, makes one want to cater to them and treat them like little league baseball. These players probably would not like to be regarded in that manner, but sometimes penalties, especially severe ones, just don’t seem appropriate and could be discouraging for some to continue to play. For once, I don’t think I have a solution and leave it to those who might be able to offer something.

If you disagree with rulings/decisions such as Case FOURTEEN, let it be known in a public forum. Perhaps the ACBL should have a discussion section on their web site so others can disagree or not and state why. Others can contribute to make our appeals more consistent.

Let as many of us who will get together to actively make our appeals process better by the exchanging of ideas and not just show up for appeals with no background or plan. *Someone* has to take the leadership role in this issue; otherwise we will have nothing worth having.

**Goldsmith:** The directors are doing better and better in UI cases; the ACs are not, blowing more than the directors. It’s good to see the TD improvement. In non-UI cases, the directors had a very poor record, but the ACs did quite well. So, it sounds as if the TDs need training in non-UI cases, and ACs in UI cases.

ACs don’t seem to have a good handle on when to award an AWMW. By my calculations, they got that right only about 50% of the time. They are awful at giving PPs. Since AWMWs are a very minimal punishment, PPs need to be given to players who blatantly abuse UI, then appeal a director’s ruling against them. If a TD issues a PP and the AC awards a AWMW, I think the PP ought to be doubled routinely by the AC. “OK, you haven’t learned yet. Is this big enough for you to get it, or do we have to make it even bigger?”

I’m very concerned that we are still seeing the exact same people in front of ACs, on both sides, though for the first time in a long time, one of our regulars didn’t appear. Perhaps he didn’t go to Pittsburgh.

Case #	TD OK	AC OK	AWMW issued	AWMW deserved	PP issued	PP deserved
1	Y	Y	N	N	N	N
2	Y	N	N	Y	N	Y
3	Y	Y	N	Y	N	N
4	Y	Y	N	N	N	N
5	Y	N	N	Y	N	Y
6	Y	Y	Y	Y	N	N
7	Y	Y	Y	Y	N	Y
8	Y	N	N	Y	Y	Y
9	Y	Y	Y	Y	N	N
10	Y	Y	N	Y	N	N
11	Y	Y	Y	N	N	N
12	Y	Y	N	Y	N	N
13	N	Y	Y	Y	N	Y
14	N	Y	N	N	N	N
15	N	Y	N	N	N	N

**Wildavsky:** ACs heard 16 cases in Pittsburgh (15 of which are presented here), down from the 18 cases brought to ACs in New York. The AC ruled as the TD did in 10 cases. In the remaining six cases I judged that the AC improved the TD’s ruling three times (cases TWO, FOURTEEN and FIFTEEN) and worsened it three times (Cases FIVE, EIGHT, and TEN). For the first time since 2002 I found no cases too close to call.

Panels heard eight cases, down from 11 in Orlando. They decided as the TD did in five of them. I judged that the panel improved the TD’s ruling twice (cases TWENTY and TWENTY-ONE) and worsened it once (case SIXTEEN).

The trend in the total number of appeals continues downward as it did all during 2004. Further, by my count half of the 23 appeals ought to have been found without merit. I take this as a sign that TD rulings are improving.

My data can be found at <http://tameware.com/adam/bridge/laws>

In case TEN the AC worsened the TD ruling by engaging in an inexplicable mis-analysis in a simple defensive hand. This could have been prevented had the AC had access to and made use of analysis software such as Deep Finesse, but it ought not to have happened in any case.

In the other two cases where I judged that the AC worsened the TD ruling, they restored the table result. This is a continuation of a pattern I noted in the

Orlando cases. As before, I suggest that ACs should be extra careful in such a situation. When an adjustment is warranted, failure to adjust can encourage future infractions. That's bad for the game and bad for ACs.

AC performance was especially poor in Pittsburgh, worse than it's been since I've started keeping track in the summer of 2001. In case EIGHT the problem seems to have been in part due to an AC that was short-handed. The appeal was heard between sessions on the first day of the Vanderbilt. We have a rule that no players are allowed to serve while they are participants in the event. While I agree that players ought not to be sitting on cases where their ruling could have a discernible effect on their chances in the event, the blanket prohibition deserves to be revisited.

One poor performance is not statistically significant, but I'd still like to see us do better. I've submitted a proposal in that regard – I'll have more to say next time.

In discussing CASE ONE with another bridge player, he told to me the following.

A one word answer is not nearly enough for this one. While 3♣ would be the choice of many, the danger lies in what your 1NT bid may have accomplished and that is intimidating the opponents out of a major suit game. When partner huddles, that danger dims and 3♣ becomes the bid of choice.

During the early days of my bridge life my antenna never missed a beat and I would make two way bids that were distorting but acceptable like the 1NT bid here. I could gauge partner's action (bid plus tempo) and then know how to proceed. I unquestionably was at the top of my game for determining future action and won, beating far better partnerships on a consistent basis.

It truly makes me laugh to see appeals involving that type of action and see rascals (like I used to be) get away with these shenanigans.

**French:** Using my scoring methods (each case can get a score of one, one-half, or zero), the TDs scored 12 out of 15 and the ACs scored nine out 15 on the NABC cases.

I found the TDs decided better on cases TWO, FIVE, EIGHT and FIFTEEN. I found for the AC on cases ONE, THREE (but poor analysis) and FOURTEEN.

Although I agree with the AC, there was insufficient redress on cases SIX, TEN and THIRTEEN.

There are not enough data points to draw any big conclusions, but the TDs seem to be doing at least as well, and perhaps better, than the ACs. □

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