

# Spring 2016 NABC Appeals Casebook



<b>Subject of Appeal:</b>	Misinformation	<b>Case:</b>	N1
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<b>Event</b>	Platinum Pairs	<b>Event DIC</b>	Terry Lavender
<b>Date</b>	03/11/2016	<b>Session</b>	First Qualifying


### Auction

West	North	East	South
			1NT <sup>1</sup>
Pass	2♣	Pass	2♦
Pass	2♣ <sup>2</sup>	Dbl	Pass
3♣	Dbl	3♦	Dbl
Pass	Pass	Pass	

### Explanation of Special Calls and Points of Contention

1: 14+ to 17 HCP
2: Explained weak, ♠ & ♥

### Hand Record

Board	19	N	Peter Frieden		
<b>Dealer</b>	<b>S</b>	♠	K9854		
		♥	10		
		♦	AJ63		
<b>Vul</b>	<b>E/W</b>	♣	1032		
W	Cheryl Mandala			E	Yul Inn
♠	10632			♠	A7
♥	87653			♥	AKJ2
♦	7			♦	109852
♣	874			♣	A9
		S	John McAllister		
		♠	QJ		
		♥	Q94		
		♦	KQ4		
		♣	KQJ65		

Final Contract	Result of Play	Score	Opening Lead
3♦X by E	Down 4	N/S +1100	♠ Q

### Facts Determined at the Table

After the 2♠ bid was made, East asked the meaning and was told that it was “garbage (or weak) with spades and hearts.” East called the director when the dummy hit because the explanation did not correspond with the E/W holdings. East said he would not have changed his double of 2♠. Play continued.

At the end of the hand, North said that the agreement was described correctly; he and his partner had discussed it that morning, but he “took a view”. North further said that he would have doubled 3♥. One of the N/S convention cards shows the pair plays garbage Stayman while the other card did not.

### Director Ruling

Although N/S may indeed have the described agreement, without documentation, Law 75 states that the director must rule that the explanation was mistaken. If E/W were not told that North promised both majors, they would have ended up in 3♥. The Deep Finesse analysis and the results from other tables show that 3♥ will make. Since North stated that he would have also doubled 3♥, as per Law 12C, the result was adjusted to 3♥X by West, making three, E/W +670.

<b>Director's Ruling</b>	<b>3♥X by W, Made 3, E/W +670</b>
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### The Appeal

N/S appealed the ruling and all four players attended the hearing. N/S explained that they had agreed to play “garbage Stayman” that morning. As noted by the director, one card showed the convention while the other did not. North explained that he wanted to be in game opposite four spades in his partner's hand, but to play in only 2♠ otherwise.

## Committee Findings

The Appeals Committee agreed that North's action, although creative, was consistent with the agreement as stated. The committee did not agree that the assessment of "mistaken explanation" and the application of Law 75 were correct and restored the table result to 3♦X by East, down four, N/S +1100.

### Dissent by Greg Herman (Ron Gerard concurring):

I believe the judgment of the committee to be in error for several reasons. The evidence supplied to the committee was:

1. Testimony from N/S that:
  - a. The partnership had discussed the sequence the morning preceding the event.
  - b. They had agreed 1NT–2♣; 2♦–2M were both non-invitational both majors.
  - c. They had no agreement about 1NT–2♣; 2♥–2♠.
  - d. North did not wish to play 2NT opposite any hand but did want to play 4♠ opposite a hand with four spades. He therefore elected to treat this hand as non-invitational opposite a hand without four spades and game forcing opposite a hand with four spades by using Stayman rather than transferring initially.
  - e. North thought for a couple of seconds before bidding 2♣; if their agreement was that 2♣ after Stayman was a light, shapely invitation, no thought would have been required.
2. N/S convention cards. One was scarcely marked and had no mention of any agreements regarding Stayman (nor an immediate 2♠ or 2NT response to 1NT); the other was marked in detail and included the phrase "garbage Stayman."
3. North's actual hand.

The table director had all of this information available at the time of his ruling, although the testimony heard before the appeals committee was inevitably more detailed due to the setting. Where practical, I do not believe it to be good practice for an appeals committee to "believe" or "not believe" player testimony.

Instead, testimony should be considered in the context of the evidence available, namely #2 and #3 above. Item #3, as North himself said, is a near textbook example of the unbalanced spade invitation – a common treatment for this sequence – and is highly indicative that misinformation was supplied.

Several points could be made regarding #2. First, the two convention cards are not similarly marked, which is consistent with a partnership having no or conflicting understandings. Second, there is some disagreement about the set of agreements garbage Stayman implies. The majority felt that this phrase specifically implies that responder's 2♠ following Stayman is to play; I did not believe that the phrase implied this agreement.

A quick perusal of several sources appears to support my belief. Some sources describe garbage Stayman as simply the understanding that Stayman may be bid with less than invitational values, planning to pass whatever partner bids; others describe responder's 2♥ rebid as non-invitational with both majors (some refer to this as crawling Stayman). But no source I consulted described a specific agreement regarding the 2♠ rebid.

Further, following the new Appeals Committee procedures implemented in Chicago, the committee is instructed to begin with the TD ruling and vary it only if there is significant evidence that the director erred in bridge judgment, in application of law or based his decision on incorrect or incomplete information. I do not believe any of these criteria were satisfied in this case, with N/S presenting no new evidence. N/S did not satisfy the burden of proof outlined in Law 75, and I therefore judge that E/W were misinformed.

<b>Committee Decision</b>	<b>3♦X by E, Down 4, N/S +1100</b>
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## Committee Members

<b>Chair</b>	Ron Gerard
<b>Member</b>	Jan Jansma
<b>Member</b>	Bruce Rogoff
<b>Member</b>	Hendrik Sharples (scribe)
<b>Member</b>	Greg Herman

<b>Subject of Appeal:</b>	Tempo/Unauthorized Information	<b>Case:</b>	N2
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<b>Event</b>	Platinum Pairs	<b>Event DIC</b>	Terry Lavender
<b>Date</b>	03/11/2016	<b>Session</b>	Second Qualifying


### Auction

West	North	East	South
	Pass	1♠	Dbf
2♥ <sup>1</sup>	4♥ <sup>2</sup>	Pass <sup>3</sup>	Pass
4♠	Dbf	Pass	Pass
Pass			

### Explanation of Special Calls and Points of Contention

1: Constructive ♠ raise
2: No Stop Card
3: Break in Tempo

### Hand Record

Board	21	N	Jonathan Steinberg
<b>Dealer</b>	<b>N</b>	♠ K87	
		♥ K9862	
<b>Vul</b>	<b>N/S</b>	♦ Q	
		♣ A873	
W	Cristal Nell		
♠	QJ109		
♥	104		
♦	K875		
♣	962		
		S	Alex Hudson
		♠	5
		♥	AQ73
		♦	1062
		♣	KQJ54

Final Contract	Result of Play	Score	Opening Lead
4♠X by E	Made 5	E/W +690	♣ K

### Facts Determined at the Table

North/South summoned the director following the 4♠ bid by West. North said that East had hesitated for a significant time (20+ seconds) before passing following the 4♥ bid. East said he had paused for about 10 seconds following the skip bid. The Stop Card had not been used, and he was trying to follow the skip bid regulations. South had not really noticed how long the hesitation had been, but felt it was more than 10 seconds. West said she had not noticed any exceptional hesitation.

### Additional Factors Determined Away from the Table

The director gave West's hand to four players, along with the details of the auction without the hesitation. Three of the four passed, while the fourth called 4♠ but did consider pass to be a logical alternative.

### Director Ruling

Based upon the player statements and the nature of East's hand, it was ruled a significant hesitation had occurred that had provided West with Unauthorized Information. This UI suggested action would be more successful than passing, which was established by the player poll to be a logical alternative. Therefore, per Laws 16B and 12C, the result was changed to 4♥ by North, making 5, N/S +650.

<b>Director's Ruling</b>	<b>4♥ by N, Made 5, N/S +650</b>
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## The Appeal

E/W appealed the ruling and all four players attended the hearing. East explained that the Stop Card had not been used and he did his best to pause the 10 seconds expected following a jump bid. He did consider bidding 4♠ himself at that point, but felt that making that contract was against the odds, while setting 4♥ was certainly possible with his two aces opposite his partner's constructive raise.

West believed her spade holding to be more offensively oriented than defensive, and judged 4♠ to be more likely to be successful than defending. She did not notice a BIT by her partner.

North estimated that East took about 20 seconds before passing, and believed that passing was a logical alternative with the West hand. Because of the hesitation, he had called the director once West bid to protect his side per Law 16. He admitted that he did not mentally count off seconds while East was thinking.

## Committee Findings

Disputed Break in Tempo cases are often very difficult. Ten seconds seems like a long time when waiting on someone, but can fly by when you are trying to figure out the proper action. Had North used a Stop Card, it would have given East a couple of extra seconds to prepare for the 4♥ bid and put everyone at the table on notice of an expected pause by East. (Aside: The AC believes the European procedure of leaving the Stop Card on the table for 10 seconds might have been very helpful with this particular situation.)

After much discussion, it was not clear to the AC whether a BIT had taken place at the table. Using a secret ballot, and in a split decision, the AC decided that East did break tempo when they passed over 4♥. The BIT demonstrably suggested bidding whether than passing, a logical alternative established by the player poll.

The AC also considered the likely results of play in 4♥, as the number of tricks taken would vary depending upon the opening lead. But consultation with the tournament directors concerning the result indicated that a change in the result from the original director ruling would not change the event standings. Therefore, the AC confirmed the original director ruling in its entirety.

<b>Committee Decision</b>	<b>4♥ by N, Made 5, N/S +650</b>
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## Committee Members

<b>Chair</b>	Douglas Doub
<b>Member</b>	Ed Lazarus
<b>Member</b>	Mark Bartusek
<b>Member</b>	Eugene Kales
<b>Member</b>	Riggs Thayer

<b>Subject of Appeal:</b>	Misinformation	<b>Case:</b>	N3
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<b>Event</b>	Silver Ribbon Pairs	<b>Event DIC</b>	Gary Zeiger
<b>Date</b>	03/13/2016	<b>Session</b>	Second Qualifying


### Auction

West	North	East	South
			1♣ <sup>1</sup>
Pass	1♦ <sup>2</sup>	1♠	2♣
2♠	2NT <sup>3</sup>	Pass	3♣
Pass	Pass	Pass	

### Explanation of Special Calls and Points of Contention

1: Could be short
2: Shows Hearts
3: Explained as no agreement

### Hand Record

Board	11	N	Stephen Castellino
<b>Dealer</b>	<b>S</b>	♠ 1098	
		♥ K8532	
		♦ J93	
<b>Vul</b>	<b>None</b>	♣ K8	
W	Anne Brenner		
♠	A72		
♥	1064		
♦	Q854		
♣	1042		
		S	Michael Heymann
		♠	Q3
		♥	J9
		♦	K10
		♣	AQJ7653
		E	David Caprera
		♠	KJ654
		♥	AQ7
		♦	A762
		♣	9

<b>Final Contract</b>	<b>Result of Play</b>	<b>Score</b>	<b>Opening Lead</b>
3♣ by S	Down 2	E/W +100	♠ A

### Facts Determined at the Table

East/West summoned the director before the opening lead and after play of the hand. East had asked about the meaning of 2NT before passing. He had been told by South that there was "no agreement for this particular sequence. I don't think it makes sense to play 2NT." After the auction, North explained that he had intended this bid to be "good/bad like". East believed his side was damaged by the lack of alert and the explanation they received.

### Director Ruling

While N/S had an agreement to play good/bad NT in other sequences, this was not one that they had an explicit agreement where it applied. Still, from partnership experience, South should have been aware it was possible that North thought it might apply and have informed E/W of this implicit agreement (Law 40B1b). However, the actual explanation that South gave (that he believed it was not to play) and the type hand implied by a good/bad NT bid are sufficiently similar that any damage to E/W was not due to misinformation (Law 40B4). Therefore, the table result was not adjusted.

<b>Director's Ruling</b>	<b>3♣ by S, Down 2, E/W +100</b>
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### The Appeal

E/W appealed the ruling and East, North and South attended the hearing. At screening, the director determined that East had been offered by the table director the opportunity to change their final pass once North explained that he had intended 2NT as good/bad, but East declined.

East argued that it was dangerous to bid 3♣ if 2NT was natural, since his partner might only have 4 or fewer HCP. In 3♣, the likely opening lead would be the ♥J. As the opening lead was not a club, he could inferentially place one of the

top honors in North's hand, which meant South would need the ♠Q for his opening bid. East was therefore likely to drop the queen in order to make 10 tricks. He did not recall being offered the opportunity to change his final pass.

N/S had not encountered a good/bad 2NT in the same context as this auction, but South did tell East that he did not believe the bid was natural. North did explain before the opening lead that he intended his bid as good/bad. Both North and South confirmed that the director did offer to allow East to change his final pass.

### Committee Findings

South had explained 2NT as "not to play" during the auction, and North explained it as "good/bad" prior to the opening lead. East was therefore aware that the bid was not a natural bid. He was offered the opportunity to change his final pass after being provided full disclosure but elected to not make use of the opportunity. The damage E/W suffered on the board was due to East's decisions, not to any failing by N/S to provide accurate information. Therefore the table result stands.

The AC could find no reason why this appeal was made. Accordingly, they assigned E/W an Appeal without Merit Warning.

<b>Committee Decision</b>
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<b>3♣ by S, Down 2, E/W +100</b>
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### Committee Members

<b>Chair</b>	Douglas Doub
<b>Member</b>	James Thurtell
<b>Member</b>	Don Kern
<b>Member</b>	Ellen Kent
<b>Member</b>	Fred King

<b>Subject of Appeal:</b>	Tempo/Unauthorized Information	<b>Case:</b>	N4
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<b>Event</b>	Silver Ribbon Pairs	<b>Event DIC</b>	Gary Zeiger
<b>Date</b>	03/13/2016	<b>Session</b>	Second Qualifying


### Auction

West	North	East	South
	1♠	Pass	Pass
1NT <sup>1</sup>	Pass	2♦ <sup>2</sup>	Pass
2♥ <sup>3</sup>	Pass	2NT	Pass
3NT	Pass	Pass	Pass

### Explanation of Special Calls and Points of Contention

1: 11-16 HCP
2: Transfer to ♥
3: Break in Tempo

### Hand Record

Board	1	N	Bob Sanner
<b>Dealer</b>	<b>N</b>	♠ Q9742	
		♥ K2	
		♦ Q82	
<b>Vul</b>	<b>None</b>	♣ A82	
W	Om Chokriwala		
♠	AKJ1053		
♥	A		
♦	K6		
♣	J643		
		S	Ronald Powell
		♠	6
		♥	98754
		♦	9543
		♣	KQ10
		E	Martin Blain
		♠	8
		♥	QJ1063
		♦	AJ107
		♣	975

Final Contract	Result of Play	Score	Opening Lead
3NT by W	Made 4	E/W +430	♠ 4

### Facts Determined at the Table

North/South called the director following the 3NT bid by West. West had taken several seconds prior to bidding 2♥ (North felt almost 30 seconds, while West allowed 8-10 seconds). The E/W partnership agreement was that the balancing NT showed 11-16 HCP, but should be in the higher part of the range when over a Major suit bid.

### Additional Factors Determined Away from the Table

The director gave East's hand, the E/W systemic agreements, and the auction to several players to determine what action they would take with the hand and what they believed the slow 2♥ bid suggested. The results were varied and inconclusive to any one action.

### Director Ruling

Law 16 does not permit a player to choose from among logical alternatives any action that is demonstrably suggested by UI provided by their partner. As the player poll did not indicate that any one action was suggested over another by the BIT, the director ruled that table result stood.

<b>Director's Ruling</b>	<b>3NT by W, Made 4, E/W +430</b>
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## The Appeal

N/S appealed the ruling and they, along with West, attended the hearing. N/S believed that the BIT suggested West was thinking about some other action than just accepting the transfer, most likely some form of a super-accept. This suggested taking additional action was more likely to be successful to East. West countered that since the NT call could be made on as much as 16 HCP, the 2NT invitation was just standard bridge and the BIT was irrelevant.

### Committee Findings

The Appeals Committee determined that there was a BIT that created UI. What had to be determined was what action, if any, did the UI suggest. The AC decided to poll additional players concerning the situation. This second poll also had mixed results, but it did indicate that the BIT suggested that some bid would be more successful than passing and that passing was a logical alternative. Therefore, the AC changed the results to 2♥ by West, making 2, E/W +110.

<b>Committee Decision</b>
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<b>2♥ by W, Made 2, E/W +110</b>
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### Committee Members

<b>Chair</b>	Richard Popper
<b>Member</b>	Craig Allen (scribe)
<b>Member</b>	Ray Miller
<b>Member</b>	Eugene Kales
<b>Member</b>	Greg Herman

<b>Subject of Appeal:</b>	Misinformation	<b>Case:</b>	N5
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<b>Event</b>	Silodor Open Pairs	<b>Event DIC</b>	Candace Kuschner
<b>Date</b>	03/17/2016	<b>Session</b>	Second Qualifying


### Auction

West	North	East	South
1♣	1♦	1♠	Pass
2♠	Pass	3♦ <sup>1</sup>	Pass
4♠	Pass	Pass	Pass

### Explanation of Special Calls and Points of Contention

1: Explained as shortness

### Hand Record

<b>Board</b>	4	N	Daniel Wilderman		
<b>Dealer</b>	W	♠	A76		
		♥	K86		
<b>Vul</b>	Both	♦	KJ1032		
		♣	72		
W	John King			E	Rick Kerbel
♠	K1082			♠	QJ43
♥	7			♥	A43
♦	Q94			♦	A75
♣	AK853			♣	Q94
		S	Ken Zuckerberg		
		♠	95		
		♥	QJ10952		
		♦	86		
		♣	J106		

<b>Final Contract</b>	<b>Result of Play</b>	<b>Score</b>	<b>Opening Lead</b>
4♠ by E	Made 6	E/W +680	♠ 5

### Facts Determined at the Table

After the 3♦ bid was made and alerted, South asked the meaning and was told that it showed shortness in the suit. North won the opening lead and shifted to a diamond, which was won in Dummy. North/South summoned the director when play was completed. East/West had Kokish Game Tries written on both convention cards. After the hand was over, East stated he initially disagreed with his partner's explanation, but then realized he had forgotten their agreement.

### Director Ruling

As West had given the correct explanation of the partnership agreement, per Law 75C, this was a case of mistaken bid. Accordingly, no adjustment was required.

<b>Director's Ruling</b>	4♠ by E, Made 6, E/W +680
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### The Appeal

N/S appealed the ruling and all four players attended the hearing. South stated that East's hand did not match West's explanation of it. Since East initially disagreed with West's explanation, N/S doubted that "shortness" was an accurate description of the E/W partnership agreement of 3♦. With correct information, South would have led a diamond on opening lead which would have resulted in E/W only making four, for +620 instead of +680.

E/W started their defense by showing that they had Kokish Game Tries clearly marked on both convention cards at the bottom of the Major Suit section. Under the Kokish system, following one of a major, pass, two of the major, pass, the next bid by the opener shows a short suit game try. At this juncture, the committee pointed out that the auction had

begun with 1♣, and that 1♠ was in response, not the opening bid. E/W admitted that Kokish did not apply in this auction and made no further arguments.

### Committee Findings

As E/W agreed that they had alerted an agreement that they did not have, it was apparent that the explanation given was misinformation. Since the MI made a diamond lead less attractive, and a diamond lead was highly likely without the MI, the committee changed the results to 4♠, making 4, E/W +620.

<b>Committee Decision</b>	<b>4♠ by E, Made 4, E/W +620</b>
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### Committee Members

<b>Chair</b>	Douglas Doub
<b>Member</b>	James Thurtell
<b>Member</b>	Ray Miller
<b>Member</b>	Richard Budd
<b>Member</b>	Greg Herman

<b>Subject of Appeal:</b>	Unauthorized Information/Misinformation	<b>Case:</b>	N6
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<b>Event</b>	Silodor Open Pairs	<b>Event DIC</b>	Candace Kuschner
<b>Date</b>	03/17/2016	<b>Session</b>	First Qualifying


### Auction

West	North	East	South
			Pass
1♦ <sup>1</sup>	1♥	1♠	2♥
Dbl <sup>2</sup>	Pass	2♠	Pass
2NT	Pass	3♦	Pass
3NT	Pass	Pass	Pass

### Explanation of Special Calls and Points of Contention

1: Could be short, <15 HCP
2: Explained as 3 card ♠

### Hand Record

Board	11	N	Douglas Simson		
<b>Dealer</b>	<b>S</b>	♠	KJ10		
		♥	KQ92		
<b>Vul</b>	<b>None</b>	♦	108		
		♣	9742		
W	Emmanuel Vacakis			E	Gary Near
♠	(void)			♠	A9762
♥	A1074			♥	J6
♦	KQ63			♦	542
♣	AQ1083			♣	J65
		S	Jeff Aker		
		♠	Q8543		
		♥	853		
		♦	AJ97		
		♣	K		

Final Contract	Result of Play	Score	Opening Lead
3NT by W	Made 3	E/W +400	♥ K

### Facts Determined at the Table

North/South inquired about the double prior to West's 2NT, and were informed that it was a support double, showing three card spade support. The director was called the first time spades were led and West showed out. N/S felt they would have defended differently if they had been made aware that the double showed values rather than support. They also felt that West had Unauthorized Information from the explanation that influenced his bidding.

### Additional Factors Determined Away from the Table

The director gave West's hand to five expert players, along with the details of the auction. All five elected to bid over 2♠, establishing that pass was not a logical alternative.

### Director Ruling

As the player poll established that passing was not a logical alternative, the UI issue was deemed moot. As for the explanation given, both E/W convention cards listed support doubles. The explanation of the partnership agreement was therefore correct, and per Law 75C, this was a case of mistaken bid rather than mistaken explanation. Therefore, no adjustment to the table result was required under the Laws.

<b>Director's Ruling</b>	<b>3NT by W, Made 3, E/W +400</b>
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## The Appeal

N/S appealed the ruling and they attended the hearing. They argued that West had UI from the explanation of the double, making it much more attractive to bid over 2♠ than it would be without the UI. Also, during the questioning about the double, West responded to whether the partnership played support double with, "that is our agreement." This gave UI to East, who now knew that West did not have three spades, allowing him to not rebid 3♣. (This last argument was given in committee only, not to the screening director. It is important, however, that the comment was made in response to a direct question, and it appeared to be an innocent response to that question, not an attempt to clue East in to the actual situation.)

## Committee Findings

Was there misinformation? Everyone at the table concurred that the partnership agreement was that the double was support. Each convention card was so marked. So, there was no apparent MI.

Was there unauthorized information? Yes, West had UI that East thought that he held three spades. East had UI that West did not have three spades.

Did West's UI suggest other less successful logical alternatives over the choice he actually made? The directors polled five players and none of them passed 2♠. The AC does not know if any of those players seriously considered passing, but the committee judged that none of West's peers would consider doing so. The UI does not suggest 2NT over 3♣, which appears to be the main other logical alternative, so West is free to bid 2NT.

Did East's UI suggest other less successful logical alternatives over the choice he made? The AC believed that East would know that West did not have three spades when he bid 2NT, and that 3♦ is normal, since 2NT shows both minors with longer diamonds. 3♣ would have shown both minors with longer clubs. If West really did have three spades, he would not pass 3♦, so there's no problem bidding this, and when partner bids 3NT, there is no way he holds spades. All in all, it appears that no infraction of abuse of UI occurred. Therefore, the table result stands.

Did the appeal have merit? N/S brought up new UI which may have been relevant. That alone is enough to provide merit, but the judgment that pass is not a Logical Alternative seems non-obvious enough to allow merit, particularly when the non-offending side's result was a direct result of a possible infraction, and was so terrible that clear judgment might be hard to maintain.

<b>Committee Decision</b>	<b>3NT by W, Made 3, E/W +400</b>
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## Committee Members

<b>Chair</b>	Mark Bartusek
<b>Member</b>	Jeff Goldsmith (scribe)
<b>Member</b>	Riggs Thayer
<b>Member</b>	Hendrik Sharples
<b>Member</b>	Craig Allen

<b>Subject of Appeal:</b>	Misinformation	<b>Case:</b>	N7
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<b>Event</b>	Silodor Open Pairs	<b>Event DIC</b>	Candace Kuschner
<b>Date</b>	03/18/2016	<b>Session</b>	First Final


### Auction

West	North	East	South
	Pass	Pass	Pass
1♥	Dbl	2♦ <sup>1</sup>	Pass
2♥	Pass	Pass	Pass

### Explanation of Special Calls and Points of Contention

1: Intended as Two-Way Drury

### Hand Record

<b>Board</b>	5	N	Daniel Friedman			
<b>Dealer</b>	N	♠	K753			
		♥	6			
<b>Vul</b>	N/S	♦	KJ109			
		♣	KJ96			
W	Cenk Tuncok			E	Justin Howard	
♠	AJ10			♠	Q62	
♥	Q8732			♥	KJ10	
♦	732			♦	Q6	
♣	A5	S	Linda Friedman		♣	Q10874
		♠	984			
		♥	A954			
		♦	A854			
		♣	32			

<b>Final Contract</b>	<b>Result of Play</b>	<b>Score</b>	<b>Opening Lead</b>
2♥ by W	Down 1	N/S +50	

### Facts Determined at the Table

South summoned the director following the opening lead and dummy being displayed. There had been no alert of the 2♦ bid. She stated that if she had been made aware that it was artificial, she would have doubled to show a diamond holding. She also stated that she would have doubled 2♥ in pass out seat with proper knowledge. East/West were a new partnership, and while they did have the agreement to play Two-Way Drury without interference, they had not discussed whether it applied over a double. East admitted that he made the bid hoping it applied. West said to the table before the opening lead that he thought 2♦ might have been a heart raise. Neither North nor South asked about the 2♦ bid during the auction.

### Director Ruling

While E/W did have an agreement in place for an unopposed auction, they had not discussed if that agreement was still in place with interference. As there was no agreement, no alert was necessary. Per Law 75C, this would be a mistaken call rather than a misinformation. N/S received the correct explanation and alert of the actual E/W agreement, and have no claim to an accurate description of the E/W hands or a score adjustment.

<b>Director's Ruling</b>	2♥ by W, Down 1, N/S +50
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### The Appeal

N/S appealed the ruling and attended the committee. South repeated what she had told the director: If she had known that 2♦ was artificial she would have doubled it, and failing that she would have doubled 2♥ in pass out seat. North, when asked what he would have done if South had doubled 2♦, said that he still would have passed 2♥.

## Committee Findings

Given that North would have passed even if South had doubled 2♦, there was no basis for overturning the director's ruling. Since this part of the testimony did not come out until the hearing, the appeal (barely) had merit.

The Committee noted that E/W, a new partnership, were awkwardly placed about whether to alert an agreement that each of them were uncertain that they were playing. The standard advice is "when in doubt, alert", but doing that offers no guarantee of avoiding potential problems of both misinformation and unauthorized information.

The Committee also observed that South could have doubled 2♦ no matter what it meant.

<b>Committee Decision</b>
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<b>2♥ by W, Down 1, N/S +50</b>
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## Committee Members

<b>Chair</b>	Bart Bramley
<b>Member</b>	Jeff Aker
<b>Member</b>	James Thurtell
<b>Member</b>	Migry Zur-Campanile
<b>Member</b>	Greg Herman

<b>Subject of Appeal:</b>	Unauthorized Information	<b>Case:</b>	N8
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<b>Event</b>	NABC Fast Pairs	<b>Event DIC</b>	Mike Roberts
<b>Date</b>	03/20/2016	<b>Session</b>	Second Final


### Auction

West	North	East	South
		Pass	Pass
3NT <sup>1</sup>	Pass	4♥ <sup>2</sup>	Pass
4NT	Pass	Pass	Pass

### Explanation of Special Calls and Points of Contention

1: Alerted as Strong, Major suit
2: Intended as Pass or Correct

### Hand Record

Board	18	N	Marty Nelson
<b>Dealer</b>	<b>E</b>	♠ J32	
		♥ KJ943	
		♦ 10983	
<b>Vul</b>	<b>N/S</b>	♣ 3	
<b>W</b>	Val Kovachev		
♠	K6		
♥	A6		
♦	KQ7		
♣	AKJ952	<b>E</b>	Lynne Rosenbaum
		♠	Q10854
		♥	Q5
		♦	A4
		♣	Q874
		<b>S</b>	Gil Cohen
		♠	A97
		♥	10872
		♦	J652
		♣	106

<b>Final Contract</b>	<b>Result of Play</b>	<b>Score</b>	<b>Opening Lead</b>
4NT by W	Made 6	E/W +490	♥ 4

### Facts Determined at the Table

The director was called to the table at the end of the auction. East had alerted and explained 3NT as a strong hand with a long major, the type hand that most open with four of the major. Her bid of 4♥ was intended as pass or correct. West had intended 3NT as to play. North/South believed West used the unauthorized information from the alert and explanation to rebid 4NT. E/W play transfers over other strong Notrump sequences.

West maintained that any hand that would transfer over a "quick" 3NT bid would have opened in first seat at favorable vulnerability. When East was asked what she would have done if West had bid 4♠ rather than 4NT, she said she would have passed.

### Director Ruling

West had UI from the alert and explanation East gave for 3NT. Since West's claim about a first seat opening at favorable vulnerability was impossible to prove, it was ruled that 4♠ was a logical alternative to 4NT. The UI clearly suggested not bidding 4♠, in the director's opinion. The result was therefore adjusted to 4♠ by West, making 5, E/W +450.

<b>Director's Ruling</b>	<b>4♠ by W, Made 5, E/W +450</b>
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### The Appeal

E/W appealed the ruling, and West, North & South attended the hearing. West explained that the partnership style was to open any hand in first or second seat at favorable vulnerability where they held 6-7 HCP and a long suit. It was therefore impossible for partner to hold a hand that would transfer, so he had authorized information from the auction that duplicated the UI.



## Committee Findings

In spite of the testimony to systemic agreements, the Committee believed it was possible that East could have easily held a bad hand with long spades and intended 4♥ as a transfer (for example, ♠J10xxxx ♥Qx ♦xxx ♣xx). West used the UI from East's alert in choosing from between logical alternatives. Therefore, the director's ruling was upheld.

<b>Committee Decision</b>	<b>4♠ by W, Made 5, E/W +450</b>
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## Committee Members

<b>Chair</b>	Daniel Korbel
<b>Member</b>	Gary Soules
<b>Member</b>	Dave Westfall

<b>Subject of Appeal:</b>	Disputed Claim	<b>Case:</b>	R1
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<b>Event</b>	10K Swiss Teams	<b>Event DIC</b>	Ken Van Cleve
<b>Date</b>	03/11/2016	<b>Session</b>	Second Qualifying


### Auction

West	North	East	South
		1♠	Pass
2NT <sup>1</sup>	Pass	3♣ <sup>2</sup>	Pass
3♥ <sup>3</sup>	Pass	4♣ <sup>3</sup>	Pass
4♦ <sup>3</sup>	Pass	5♠ <sup>4</sup>	Pass
6♠	Pass	Pass	Pass

### Explanation of Special Calls and Points of Contention

1: Jacoby 2NT
2: Explained as Shortness
3: Control bid
4: General Slam Try

### Hand Record

Board	26	N	1950 MPS		
<b>Dealer</b>	<b>E</b>	♠ J			
		♥ K10973			
		♦ Q983			
		♣ 1032			
<b>Vul</b>	<b>Both</b>				
W	2900 MPS				
♠	K853			E	300 MPS
♥	AJ54			♠ AQ9762	
♦	K7			♥ 86	
♣	A95		♦ (void)		
			♣ KJ864		
		S	5400 MPS		
		♠	104		
		♥	Q2		
		♦	AJ106542		
		♣	Q7		

Final Contract	Result of Play	Score	Opening Lead
6♠ by E	Made 6	E/W +1430	♦ A

### Facts Determined at the Table

N/S called the director after play. Before his lead, South had West explain the auction, which he did as above. South asked if East could be void in any suit, and West said he could be in clubs. South said that is why he led the ♦A but he would not have if he had been told otherwise. North told the director if she had been alerted and knew the meaning of the auction she would have doubled 3♥. When asked why she did not double anyway (what difference the failure to alert made in her decision not to double), she said she had no explanation. Both E/W convention cards were marked that 2NT was Jacoby.

### Director Ruling

East is a Chinese player with very little understanding of English. The director ruled, after speaking to West and examining the convention cards, that E/W did indeed have the agreement to play Jacoby 2NT. There was no misinformation at the point South chose his lead and East had no obligation to correct his partner's explanation (Laws 75, 20F5, 40C1, 40C2). Since North could offer no reason why she would have doubled 3♥ if correctly alerted as to the auction's meaning, the director concluded there was no correlation between her failure to double and the missed alert (40B4). The table result was ruled to stand.

<b>Director's Ruling</b>	<b>6♠ by E, Made 6, E/W +1430</b>
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### The Appeal

N/S appealed the director's ruling. All players and a translating teammate attended the review. Through the translator, East said that at the time he bid 2NT, he forgot his methods and thought he was playing it as natural and forcing. The reviewer was told that West (whose English and familiarity with ACBL procedures are much greater than

East's) had filled out both convention cards prior to the game as they discussed their methods. East said he briefly forgot what they had discussed, but when he heard his partner's explanation he realized what had actually been agreed.

Neither player said they had discussed the meanings of any follow-ups to 2NT, but both have played the convention for a long time and play that a three level response to 2NT shows shortness. East is an experienced player from China who has started back playing regularly after several years away from the game.

West said he alerted the 3♣ bid, but North and South both said they neither heard nor saw it. The reviewer told West that by regulation it is his responsibility to make sure the opponents know they have been alerted. South said that West actually said that the only suit East could be void in was hearts, but he somehow understood correctly that he really meant clubs. South said that is why he led the ♦A, but that he would not have otherwise.

North reiterated to the reviewer that she would have doubled 3♥ if she knew it was a control bid in support of spades instead of a natural suit bid. She said she thought her reasoning was obvious and was surprised that the table director didn't understand what she meant. The reviewer asked N/S if they were aware during the auction of the possibility that alerts had been missed. They stated that they thought East had a big two-suited hand.

E/W argued that if North had doubled 3♥ they might not bid to 6♠.

The reviewer noted to all of the players that the director should have been summoned at the end of the auction when the failures to alert were discovered. Law 20F5b instructs that West (who realized his 2NT bid was not alerted) should call the director and tell the opponents in the director's presence that there was a failure to alert. Following that procedure would have enabled the director to speak to North and South about what they might have done differently before the opponent's hands and the result were known,

### Panel Findings

The panel first addressed West's unauthorized information from East's failure to alert 2NT. The panel did not believe that was an issue affecting the result of the board.

Second, the panel discussed whether the agreements described by West at the end of the auction were actually in place, or whether his statements constituted misinformation. Law 75 states: "... the Director is to presume mistaken explanation, rather than mistaken call, in the absence of evidence to the contrary." As well, and related to that, the panel discussed whether East was bound by Law 20F5b after hearing his partner's explanation of the auction: "The player must call the Director and inform his opponents that, in his opinion, his partner's explanation was erroneous (see Law 75)...."

The panel decided that there was enough evidence that the Jacoby 2NT agreement as described existed to rule that there was no misinformation from West's explanation at the end of the auction (two convention cards were filled out during a discussion by the two players; the undiscussed 3♣ showing shortage being so common in general and normal to these two players). As well, the panel decided that East was not required to speak up; his partner's explanation reminded him of what the real agreement was, so it was not his "opinion" that his partner's explanation was erroneous. Therefore, South's contention that he would have made a more successful lead with different information became moot.

The panel next addressed North's contention that she would have doubled 3♥ if she had been properly alerted (2NT and 3♣) during the auction. Six players with between 1200 and 3000 points were polled and asked what they would do over 3♥ in an auction with no alerts; all passed. To varying degrees, all of the polled players were aware of the possibility that there had been missed alerts. When asked if those suspicions would lead them to ask questions at their turn, none said they would. When told of the alerts and their meaning, three of the six said they would double.

The panel concluded from that poll that North had satisfied the threshold of damage as defined in Laws 40B4 and 12B1. Three experts and two peers of the players involved were polled as to the likelihood that a double of 3♥ by North would result in E/W not bidding the slam. Two experts believed EW would still get to slam 80% of the time, and another thought it would cause them to get there only 40% of the time. The two peers thought it was still very likely that slam would be bid. Based on the result of that poll, the panel applied Law 12C1c and adjusted the score on the board to 75% of 6♠, down one, and 25% of 4♠/5♠, making five (all assuming a heart lead). Each result was IMPed against the score at the other table and weighted accordingly.

Consultants: Alan Sontag, Miguel Villas-Boas, Pratap Rajadhyaksha

<b>Panel Decision</b>	<b>75% - 6♠ by E, Down 1, N/S +100, 25% - 4♠ by E, Made 5, E/W +650</b>
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### Panel Members

<b>Reviewer</b>	Matt Smith
<b>Member</b>	Eric Bell
<b>Member</b>	Marilyn Wells

<b>Subject of Appeal:</b>	Unauthorized Information	<b>Case:</b>	R2
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<b>Event</b>	Wednesday Daylight Pairs	<b>Event DIC</b>	Steve Kaessner
<b>Date</b>	03/16/2016	<b>Session</b>	First


### Auction

West	North	East	South
1♦	2♥ <sup>1</sup>	2♠	Pass
3♠	Pass	4♣	Dbl
Pass	Pass <sup>2</sup>	4♠	Pass
Pass	Pass		

### Explanation of Special Calls and Points of Contention

1: Preemptive
2: Multiple questions about 4♣

### Hand Record

<b>Board</b>	4	N	1170 MPS		
<b>Dealer</b>	W	♠	72		
		♥	K97652		
<b>Vul</b>	Both	♦	AJ92		
		♣	2		
W	15040 MPS			E	4830 MPS
♠	A96			♠	KQJ43
♥	A84			♥	QJ103
♦	KQ108			♦	(void)
♣	1064			♣	KQJ7
		S	1071 MPS		
		♠	1085		
		♥	(void)		
		♦	76543		
		♣	A9853		

<b>Final Contract</b>	<b>Result of Play</b>	<b>Score</b>	<b>Opening Lead</b>
4♠ by E	Down 2	N/S +200	♣ A

### Facts Determined at the Table

The Director was called after the hand was played. Following South's double, North asked several question about the 4♣ bid. E/W questioned whether the club lead should be allowed after North's questions.

### Director Ruling

North's questions about the 4♣ bid created unauthorized information for South. Per Law 16B1, "After a player makes available to his partner extraneous information that may suggest a call or play, as for example, by a remark, a question, a reply to a question... the partner may not choose from among logical alternatives one that could demonstrably have been suggested over another by the extraneous information." A poll of South's peers indicated a diamond lead was not only a logical alternative, but the majority choice. The Director adjusted the result to 4♠, by East, making 5, after a diamond lead, E/W +650, per Law 12C1e.

<b>Director's Ruling</b>	4♠ by E, Made 5, E/W +650
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### The Appeal

N/S appealed, and all four players attended the Review. Both sides agreed to the following description of what occurred at the table.

North questioned the 4♣ bid. The first reply was "cuebid." North requested further clarification. West said the partnership had not discussed whether the cue showed first round control, or could be second round. North asked if it could be a suit. West shrugged, saying the bid promised a control, nothing about length.

North said that because of his stiff club, he was concerned that 4♣X might make, resulting in a worse score than a 4♥X sacrifice. The players all agreed that North thought for several seconds more before finally passing. North said he

actually wanted a diamond lead, through dummy, so he could shift to a club through declarer. South said she didn't want to lead a diamond because that was dummy's suit.

E/W argued that, after the 4♣ bid, a club lead might be a disaster, setting up declarer's king, except for the UI generated by the questions asked.

### Panel Findings

The Director's poll had clearly established a non-club lead as a logical alternative, as did the results on the board, which were making five, 30 out of 35 times that 4♠ was the contract. The salient issue was whether a club lead was suggested, for this class of player, by the UI.

Ten peers of South were consulted. All were taken through the auction. Only one would have doubled 4♣, especially since this hand would likely be on lead, but all were fine with the call. Seven of the 10 led a diamond or a spade, two led the ♣A. After choosing a lead, all were asked if questions by partner would help them make a lead decision. Five out of 10 deduced that partner's questions and thought before passing 4♣X were indications that partner might be short in clubs, making the ♣A a more attractive lead.

Based on this information, the Panel decided that North's questions had created UI, which demonstrably suggested a club lead. Per Law 16B1, the Panel assigned a result of 4♠ by East, making 5 after a diamond lead, E/W +650.

Since the Director hadn't properly addressed whether the questions asked actually demonstrably suggested the club lead, the Panel decided it was reasonable for N/S to think they didn't, and to therefore pursue an appeal. For this reason, the Panel decided the appeal had merit.

<b>Panel Decision</b>	<b>4♠ by E, Made 5, E/W +650</b>
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### Panel Members

<b>Reviewer</b>	Gary Zeiger
<b>Member</b>	Matt Koltnow
<b>Member</b>	Kevin Perkins

<b>Subject of Appeal:</b>	Disputed Score	<b>Case:</b>	R3
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<b>Event</b>	2 <sup>nd</sup> Friday AXY Side Swiss	<b>Event DIC</b>	Hank Meyer
<b>Date</b>	03/18/2016	<b>Session</b>	Evening


### Auction

West	North	East	South
			1♣ <sup>1</sup>
1♠	Dbl	2♣ <sup>2</sup>	Pass
2♠	Dbl	3♠	Dbl
Pass	4♥	Dbl	4NT
Pass	Pass	Dbl	Pass
Pass	5♦	Pass	Pass
P (X) <sup>3</sup>	(Pass)	(Pass)	(Pass)

### Explanation of Special Calls and Points of Contention

1: Could be short
2: Limit Raise in Spades
3: Disputed Double

### Hand Record

Board	15	N	4050 MPS		
Dealer	S	♠ ♥ ♦ ♣			
Vul	N/S	♠ ♥ ♦ ♣			
W	4350 MPS			E	4250 MPS
♠ ♥ ♦ ♣	♠ ♥ ♦ ♣				
		S	28000 MPS		
		♠ ♥ ♦ ♣			

Final Contract	Result of Play	Score	Opening Lead
5♦(X) by N	Down 2		

### Facts Determined at the Table

The teams discovered the problem when West came over to confirm the score of the match before turning it in and the other team disagreed. The teams discovered that North/South had scored the 5♦ contract undoubled (E/W +200) while East/West scored it as doubled (E/W +500). They did not call the director until after a considerable amount of discussion amongst themselves. There is no hand record because the next round had started and the board was shuffled before the TD arrived.

N/S said that, during the discussion between the teams, West stated that "someone" had doubled 5♦. North said that she thought East had doubled 5♦, but East said that she had not. N/S said it was at this point that West said that he had doubled 5♦. N/S said that West had started to pick up his bidding cards after 4NT doubled was passed around to him and that South reminded him that North had another call coming. They said that North bid 5♦ and this was passed out.

E/W said that East had agreed with North that she had not doubled the 5♦ contract. However, West insisted that he had doubled the 5♦ contract and had said so rather than stating "someone" doubled as North/South claimed. They also denied that West had started to pick up his bid cards early.

North and West's private scores showed 5♦ as doubled down, E/W +500. East did not keep score. South did not show his scorecard to East or West but said he had recorded E/W +200.

### Director Ruling

The table director ruled that the score would be 5♦ by N, down 2, E/W +200. He based his ruling on 1) East's statement that she had not doubled 5♦ and her failure to state that her partner had doubled; 2) West's statement that "someone" had doubled which was amended to indicate he had doubled after the table had agreed that East did not double.

<b>Director's Ruling</b>	<b>5♦ by N, Down 2, E/W +200</b>
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## The Appeal

East/West appealed the ruling, and were the only players to attend the review. West reiterated that he disagreed with the statement that he had said “someone” doubled 5♦. West also said that South never displayed a scorecard with a score of E/W +200 on it to anyone. Both East and West felt that South attempted to monopolize the conversation with the director.

West approximated his hand as ♠J109xx ♥xx ♦AQxx ♣xx and East as ♠Axx ♥Axxx ♦x ♣Axxxx, but the reviewer was unable to confirm this with N/S.

The reviewer asked about the auction after West doubled 5♦ and both players insisted that all three players had passed and had not simply picked up their bid cards. The reviewer also confirmed with the director that the director had not seen South’s scores.

## Panel Findings

The panel felt that in light of the disputed statements that the ruling was to be based on Law 85A1, that the director should base his view on the balance of the probabilities in accordance with the weight of the evidence he is able to collect. The panel felt that the primary evidence available consisted of North’s and West’s private scores, both of which indicated that 5♦ had been doubled and showed a score of +500 for E/W. The panel therefore ruled according to Law 84 that the final contract was 5♦X by North, down two, E/W +500.

<b>Panel Decision</b>
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<b>5♦X by N, Down 2, E/W +500</b>
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## Panel Members

<b>Reviewer</b>	Eric Bell
<b>Member</b>	Kevin Perkins
<b>Member</b>	Mark Labovitz