

Spring 2016 NABC Appeals Casebook



Foreward

The appeal hearings and commentary descriptions are now being compiled and edited by the American Contract Bridge League. They are published on the ACBL web page. This internet publication is intended to be a tool to help improve the abilities of Tournament Directors and to communicate decisions and the process to arrive at those decisions to the membership at large.

A total of eleven (11) cases were heard.

Eight (8) cases were from unrestricted (by masterpoints) North American Bridge Championship events. The names of the players involved are included.

Three (3) cases were from all other events. The names of the players involved are included when the event from which the appeal came was a Flight A/X event or was the top bracket of a bracketed knockout event. When the names of the players are not used, the player's masterpoint total is included.

The cases are first presented without commentary. After the official panel of commentators has had an opportunity to provide their commentary and any corrections to the cases, the commentary is added, corrections are made, and the internet publication is finalized.

Everyone involved in this process is due praise for their efforts. Special thanks to the NABC Appeals Committee members and the Tournament Directors serving on the Appeal Committees and Review Panels, and the Experts serving as commentators. Without their considerable contribution of time and effort, this publication would not exist.

ACBL Headquarters
Horn Lake, MS

Abbreviations used in this casebook:

AI	Authorized Information
AWMW	Appeal Without Merit Warning
BIT	Break in Tempo
CoC	Conditions of Contest
LA	Logical Alternative
MI	Misinformation
NOS	Non-Offending Side
OS	Offending Side
PP	Procedural Penalty
TD	Tournament Director
UI	Unauthorized Information

Expert Panel

Jeff Goldsmith is an American bridge player originally from Schenectady, NY, currently residing in California. He graduated from Rensselaer Polytechnic Institute and Caltech and works as 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 movie about Voyager's encountering Neptune. He ice dances and plays many other games, particularly German board games. Goldsmith is an ACBL Platinum Life Master and serves on the ACBL Competitions & Conventions Committee.

Rui Marques was born and grew up in Portugal. He is Chemical Engineer, with a M.Sc. in Applied Mathematics and a Ph.D. in Chemometrics. Married to Connie Goldberg, he currently splits his time between Philadelphia (U.S.A.) and Cascais (Portugal). Having started as a Tournament Director in 1989, he directed his first international championship in 1992. He has been the Assistant Chief TD for the WBF since 2011, Chief TD for the EBL since 2015, and Sports Personality of the Year in Portugal in 2016. He also is a Lecturer and Group Leader in the EBL International Tournament Directors Courses. He joined the ACBL Tournament Director Staff in 2017.

Jeanne van den Meiracker became a director in 1988 because her club in Amsterdam with more than 200 members needed more directors and she loved the job immediately. She took the International Tournament Directors course in Amsterdam in 1993, along with 76 other TDs from all over Europe, including Rui Marques. They both passed the exams, and she started working in the EBL as a TD. In 1996, she started directing for the WBF and was promoted to Chief Tournament Director in 2004. She also served on the WBF Laws commission from 2004 to 2010. In 2012, she and her husband Huub Bertens moved to the USA, and she joined the ACBL Tournament Director Staff. She enjoys the ACBL work, but it is completely different from working in the EBL and WBF.

Adam Wildavsky was born in Ohio and grew up in Berkeley and Oakland, CA and London, England. A graduate of MIT, he is a retired software engineer and now spends summers in Sarasota, Florida and winters in Keystone, CO. Mr. Wildavsky has won numerous national championships including the Blue Ribbon Pairs twice, the Reisinger BAM Teams once, and the USBF Team Trials twice. He won a bronze medal in the 2003 Bermuda Bowl in Monaco. Mr. Wildavsky is vice-chair of the National Laws Commission, a member of the WBF Laws Committee, and a former chairman of the National Appeals Committee. His interest in the laws is informed by his study of Objectivism, the philosophy of Ayn Rand.

Kit Woolsey is a world-class bridge and backgammon player, analyst, and writer, born in Washington, DC. He graduated from Oberlin College and earned a master's degree in mathematics from the University of Illinois at Urbana-Champaign. He is a three time World Champion, and hold more than a dozen NABC titles. His most recent major victory was winning the Cavendish Invitational Pairs in 2011. He was elected to the ACBL Hall of Fame in 2005 and lives in Kensington, CA. He has been one of the panelists on *The Bridge World* Master Solvers Club since 1984. He also serves on the ACBL Competitions & Convention Committee and the Bridge Integrity Task Force.

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

Auction

West	North	East	South
			1NT ¹
Pass	2♣	Pass	2♦
Pass	2♣ ²	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		
Dealer	S	♠	K9854		
		♥	10		
Vul	E/W	♦	AJ63		
		♣	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 +730.

Director’s Ruling	3♥X by W, Made 3, E/W +730
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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.

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

Chair	Ron Gerard
Member	Jan Jansma
Member	Bruce Rogoff
Member	Hendrik Sharples (scribe)
Member	Greg Herman

Commentary

Goldsmith: I'm with the dissent for the core ruling. I agree that we shouldn't be "believing or disbelieving" players. We ought to look for evidence. Here, there was no documentation that 2♠ wasn't an unbalanced invite with five spades, a very common treatment of this sequence. So we have to tell N/S, "we believe everything you say, but your hand sure looks like an unbalanced invite, and without express documentation, Law 75 tells us we have to assume mistaken explanation, so we do."

I really enjoyed the Director's adding in the Double. "You said you'd Double, so there you are." Sadly, it's not the correct ruling. We have to figure out the portion of the time that the various results would occur and weight them. Surely, some of the time, there will be results of 3♠ making, 3♠ down 1, 3♥ making, 3♥ down 1, and maybe some of 3♥ Doubled making, and 3♥ Doubled down one. I'd guess that North will bid 3S 1/3 the time, pass 1/2 the time, and Double 1/6 of the time. (This North said he'd Double 3♥, but our estimates should be among a set of North's peers, not his doppelgangers.) I think 3♠ will make 8 tricks half the time and 9 tricks half the time. I think 3♥ will make about 2/3 of the time. So I get:

Part	Result	N/S Score
6/18	3♥ making 3	-140
3/18	3S down 1	-50
3/18	3♥ down 1	+100
3/18	3S making 3	+140
2/18	3♥x making 3	-730
1/18	3♥x down 1	+200

I think that comes to N/S -78. (Yes, I know that fractional scores are matchpointed/IMPed, then combined, but this provides a feel for what the overall ruling ends up being.) The old way would allow us to judge that N/S -730 is at all probable (my table above says it's just under, but it's in the ballpark, so I would rule it to be at all probable), so N/S get that. N/S -140 is the best result for E/W that is likely, so they get +140. I think that's a more equitable ruling than the new one. And I feel a lot more confident about it than my guesses for how often results will occur.

Marques: It seems to me that, in the end, the Appeals Committee's decision was too generous to the offending side. I'm with Greg Herman on this one. IMHO, N/S did not demonstrate convincingly enough, for the reasons that Greg pointed out, that their agreement was, as stated, "garbage (or weak) with spades & hearts."

Furthermore, in this type of cases, the TD at the table is often best placed to assess the situation regarding N/S's agreement. He has a lot of information immediately available: the statements of the players, their body language, expressions, mood, general demeanor, and other bits of information that are simply not there hours later in front of the AC. Therefore, I tend to believe the TD's assessment unless new facts come to the table in front of the AC or if it is clear that the TD made a judgment error. None of these two factors seem to be in play here.

Meiracker: I think the comment of Greg Herman speaks for itself. AC are instructed to begin with the TD ruling and vary it only if the TD made an error in the procedure; there was no new evidence while N/S were presenting the case.

When one Convention Card has Garbage Stayman on it and the other not, Law 75 applies, wrong explanation, so E/W were misinformed. N/S cannot prove that they play Garbage Stayman and then North also "took a view" when he made the 2♠ bid. The TD ruling was perfect.

Wildavsky: I agree with the cogent dissent.

Woolsey: While I'm sure the pair discussed that they were playing garbage Stayman, it seems unlikely that a relatively new pair would discuss this particular follow-up. I'm pretty sure the mainstream meaning of this sequence for experts is exactly what North holds -- a light invite. The statement that the explanation was correct appears to me to be a self-serving statement, and without documentation it should be ignored as the Director properly did. It is a shame that the majority of the committee were bamboozled by North. I totally agree with the dissenting view.

This should be a good example of not stating an agreement which doesn't solidly exist. If South had simply said: We play garbage Stayman and left it at that, this problem would not exist.

I don't believe that North would ever have Doubled 3♥ with a stiff heart, although he might well have bid 3♠. His statement that he would have Doubled was probably based on a quick and inaccurate analysis from seeing all the hands. However, all things considered I would be happy to hold him to that statement and go for the 730.

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

Auction

West	North	East	South
	Pass	1♠	Dbl
2♥ ¹	4♥ ²	Pass ³	Pass
4♠	Dbl	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
Dealer	N	♠ K87 ♥ K9862 ♦ Q ♣ A873	
Vul	N/S		
W	Cristal Nell		
♠	QJ109		
♥	104		
♦	K875		
♣	962	E	Igor Savchenko
		♠	A6432
		♥	J5
		♦	AJ943
		♣	10
		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.

Director's Ruling	4♥ by N, Made 5, N/S +650
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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 ten 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 ten 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.

Committee Decision	4♥ by N, Made 5, N/S +650
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Committee Members

Chair	Douglas Doub
Member	Ed Lazarus
Member	Mark Bartusek
Member	Eugene Kales
Member	Riggs Thayer

Commentary

Goldsmith: Wrong poll. It's obvious that West's passing 4♥ is a logical alternative. What we want to know is whether East's passing 4♥ or bidding 4♣ is a close decision for East's peers. If it is a close decision, then there probably was a BIT.

I think it's a close decision. The vulnerability asks us to bid 4♣. But the doubleton heart suggests otherwise. If East's hearts and clubs were switched, everyone would bid 4♣. I suspect, therefore, that there was a BIT, and the ruling was correct.

West's hand is even stronger evidence. Very few, if any, players would bid 4♣ after already having shown a constructive raise. That strongly suggests, therefore, that there was a BIT. The poll backs this up, but four polled players is not conclusive.

I don't like the European approach for the stop card. My experience with that is that most of the time LHO acts in less than half a second after I pick it up, making it obvious he has no problem, that he's just been waiting for me to pick up the stop card. When I pick it up immediately, LHO also acts instantly when he has no problem, but at least it is now completely obvious that UI has been transmitted. If LHO has a problem, he waits a little while regardless. This is known as the Weasel defense to stop cards. The less commonly used defense I see is that LHO turns his brain off until I pick up the stop card, at which point he starts his thinking process. This approach is superior, as his partner knows exactly how much time he would have taken had there been no skip bid warning. In either case, the net effect of the European approach is to waste ten seconds and gain absolutely nothing.

Marques: Starting with the Director's poll, I would have liked to see a second question to the polled players regarding what they thought the hesitation suggested. It clearly suggests action rather than passing, but from West's point of view does it point to bidding or Doubling? West's spade holding points to East having more of a defensive hand, so IMHO it is not clear that the alleged hesitation suggests bidding 4♣. A sample of players' opinion about this would be helpful to strengthen the decision on this case.

Also, North did not use the Stop Card and East, to his defense, alleges that he was trying to mark a 10 seconds pause. With conflicting statements from NS and EW, and no independent witnesses, the TD and the committee have to make a tough judgment call.

I very much sympathize with the dilemma that the AC had while trying to establish if there was a BIT or not. The report states that "after much discussion, it was not clear to the AC whether a BIT had taken place at the table." Also, the committee acknowledges that if North had properly used the Stop Card, he would have given East an easier time reacting to 4♥. North omitted the use of the Stop Card. The benefit of the doubt should have gone to EW, IMHO.

Meiracker: I am very much in favor of using the Stop Card and leaving it on the table for 10 seconds. In this case (without using the Stop Card) is it very hard to determine how long the hesitation was, but the poll suggests that West used the UI by bidding 4♠. This case could have been an example of Law 12C - polling players as to what they would lead against 4♥ and give a percentage of 4♥ making 5 and a percentage of 4♥ making 4.

Wildavsky: N/S must use the Stop card if they wish to enjoy the full protection of the laws. Here it seems likely that East was entrapped by his opponents when he attempted to follow correct procedure. I disagree with the TD and AC rulings. I wholeheartedly agree, though, that the WBF Stop Card procedure would have helped to prevent this apparent injustice.

Woolsey: When deciding on a factual matter, unless there is a clear reason to believe the Director got the facts wrong it is generally correct to accept the Director's version of the facts. He was at the table as soon as possible, while the committee members were not. In addition, the East hand isn't an obvious pass, further confirming that there was a BIT.

What shocks me is the bridge assessment. Favorable vulnerability at matchpoints. West knows that 4♠ is a virtual lock to be a good save if 4♥ is making. In addition, it is quite possible that there are 9 tricks, in which case it may be necessary to Double 4♥ if 4♥ is going down. This is as classic a Double or save hand as one could find. Passing wouldn't remotely be on my radar. West can only Double or bid 4♠, and with the offensive orientation I also would have bid 4♠. Double would be my second choice, and I would not have a third choice. I do not think a committee must accept the results of a poll. The committee can and should make its own poll when it comes to a bridge decision. If I were on the committee, I would allow the table result to stand, and would present my reasoning to the other members of the committee. If the other members still thought that pass was a logical alternative, so be it.

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

Auction

West	North	East	South
			1♣ ¹
Pass	1♦ ²	1♠	2♣
2♠	2NT ³	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
Dealer	S	♠ 1098	
		♥ K8532	
		♦ J93	
Vul	None	♣ K8	
W	Anne Brenner		
♠	A72		
♥	1064		
♦	Q854		
♣	1042		
		E	David Caprera
		♠	KJ654
		♥	AQ7
		♦	A762
		♣	9
		S	Michael Heymann
		♠	Q3
		♥	J9
		♦	K10
		♣	AQJ7653

Final Contract	Result of Play	Score	Opening Lead
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.

Director’s Ruling	3♣ by S, Down 2, E/W +100
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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 ten 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.

Committee Decision	3♣ by S, Down 2, E/W +100
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Committee Members

Chair	Douglas Doub
Member	James Thurtell
Member	Don Kern
Member	Ellen Kent
Member	Fred King

Commentary

Goldsmith: If East really was offered the opportunity to act with the correct information, the MI could still have damaged him. For example, let's say he bid 3♣, and South bid 4♣, knowing now that his partner has support. But that didn't happen, and E/W's result wasn't due to the MI. Good ruling, including the AWMW.

Marques: I'm amazed that East/West went into committee on this one.

Meiracker: When a NS has no agreement about the meaning of 2 NT and South offers to explain what he thinks 2 NT means, as "not Natural" and on top of that the TD offers East the opportunity to change his final pass. I think an AWMW is the right decision.

Wildavsky: I agree that the appeal had no merit

Woolsey: The Director and committee were clearly right here. It appears that the pair did not have an ironclad agreement about the 2NT call, which was exactly what South said. South's explanation certainly implied that North might not have meant it as natural, which was all South could say without a solid agreement on the sequence.

The fact that East had a final chance to bid 3♣ anyway after hearing all the facts is icing on the cake. However, even if this were not the case I would not think that E-W had been mis-informed.

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

Auction

West	North	East	South
	1♠	Pass	Pass
1NT ¹	Pass	2♦ ²	Pass
2♥ ³	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
Dealer	N	♠ Q9742	
		♥ K2	
		♦ Q82	
Vul	None	♣ A82	
W	Om Chokriwala		
♠	AKJ1053		
♥	A		
♦	K6		
♣	J643	E	Martin Blain
		♠	8
		♥	QJ1063
		♦	AJ107
		♣	975
		S	Ronald Powell
		♠	6
		♥	98754
		♦	9543
		♣	KQ10

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.

Director's Ruling	3NT by W, Made 4, E/W +430
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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.

Committee Decision	2♥ by W, Made 2, E/W +110
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Committee Members

Chair	Richard Popper
Member	Craig Allen (scribe)
Member	Ray Miller
Member	Eugene Kales
Member	Greg Herman

Commentary

Goldsmith: I don't believe the Directors' poll. The BIT clearly suggested bidding more, rather than less. Let's say East had bid 4♥. Wouldn't that clearly have indicated that he was aware of the BIT, knew that it showed a near super-accept, and took advantage of it? I'm looking forward to seeing how polls like this were (mis-)constructed.

I'm not sure East's passing is a LA. If 1NT shows 14-16, East clearly has a game try. The Kaplan–Rubens evaluator says his hand is worth 10.15 points, which seems about right to me. If partner had opened a 15-17 NT, I'd drive to game. If 1NT was 13-16, it's close, but I think passing is still not a LA. If it's 12-16 or 11-16, then passing is reasonable. All we know is that 1NT "should be in the higher part of the range of 11-16." Normally, the range of 1NT here gets wider, not stronger, over a major rather than a minor. I'll rule that if 1NT can be a 12-count, then passing is a LA; if not, then it is not and pick the TD's or AC's ruling depending on the result.

Marques: This is a good example of the type of situation where different players will read a BIT differently, and if we try to find one single action that might be suggested by the BIT, we will reach no conclusion. However, like the committee pointed out, the BIT on a simple transfer auction definitely suggests acting as opposing to passing, and any reasonable action will lead to the same final result. I think that the committee got this one right.

Meiracker: When I was reading this case, I thought that this is a clear case of using UI, but then the result of the poll proved otherwise. The AC made a good decision by polling more players and with the result that pass is a logical alternative.

Wildavsky: If initial polling is inconclusive then further polling seems called for. Kudos to the committee. Their ruling was better informed than the TD's. That said, it would be enlightening to know the detailed poll results.

Woolsey: The committee has this one 100% correct. It isn't a question of whether or not the UI suggests a particular action. It is a question of whether or not the UI makes the action taken demonstrably more attractive than a less successful logical alternative. On this hand, I agree that the UI makes bidding 2NT (or anything else) more attractive than passing, and since pass is a LA it is proper to roll the contract back to 2♥.

This case should be in any Director's instruction manual. This is a very important concept which is misunderstood by many Directors and players.

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

Auction

West	North	East	South
1♣	1♦	1♠	Pass
2♠	Pass	3♦ ¹	Pass
4♠	Pass	Pass	Pass

Explanation of Special Calls and Points of Contention

1: Explained as shortness

Hand Record

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

Final Contract	Result of Play	Score	Opening Lead
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.

Director's Ruling	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.

Committee Decision	4♠ by E, Made 4, E/W +620
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Committee Members

Chair	Douglas Doub
Member	James Thurtell
Member	Ray Miller
Member	Richard Budd
Member	Greg Herman

Commentary

Goldsmith: Kokish doesn't apply in this auction. Perhaps the TD might have consulted with players to avoid this error. The AC got it right.

Marques: The ruling by the Director that 3♦ was a mistaken bid is surprising. The committee did a good job restoring equity on this one.

Meiracker: EW were not very helpful, when the TD tried to establish the facts. East knew that it was not Kokish, when he bid 3♦. The result is that the AC had to solve the case. Polling players, what to lead against 4♠ at this point would have been a good idea and depending on the outcome of that, the score can be adjusted. Using Law 12C (weighted score in favor of the non-offending side between 4♠ making 12 tricks and 4♠ making 10 tricks).

Wildavsky: Good work by the committee. The TD was credulous.

Woolsey: The committee was correct. West had explained a non-existent agreement. Since a diamond lead is a lot more attractive without the MI, the adjustment is correct.

Incidentally, unless East is 100% sure that he has misbid in the partnership, I think he should speak up after the auction is over. He doesn't have to tell the opponents what he has. All he needs to do is to say something like: It isn't clear that my partner's explanation is correct. That would put N/S on a level playing field, and there would be no need for a ruling.

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

Auction

West	North	East	South
			Pass
1♦ ¹	1♥	1♠	2♥
Dbl ²	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		
Dealer	S	♠	KJ10		
		♥	KQ92		
Vul	None	♦	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.

Director's Ruling	3NT by W, Made 3, E/W +400
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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 LA 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.

Committee Decision

3NT by W, Made 3, E/W +400

Committee Members

Chair	Mark Bartusek
Member	Jeff Goldsmith (scribe)
Member	Riggs Thayer
Member	Hendrik Sharples
Member	Craig Allen

Commentary

Goldsmith: I don't believe this poll, either. I'd sooner argue that there is no hand which would bid over 2♠ than that passing is not a logical alternative. Give partner K10xxxx J6 Axx xx and bidding over 2♠ is just going to get the Doubling started. Give partner better spades, say KQJ9xx xx xxx xx, and 2♠ is the right spot.

I also don't know that 2NT tells East that West has fewer than three spades. Would West bid this way with xxx KQ10x AKx K109? I don't know what West's maximum in high cards is with a balanced hand. The diagram says <15, but West has 15 and a void, so something's not right.

These two arguments, however, contradict each other; that West bid over 2♠ means that something weird is going on. As East, I'd only infer that partner has lost his mind, and would pass as soon as it seemed sensible.

I don't like the reasoning about 3♦. East is not allowed to cater to the possibility that partner doesn't have three spades when he knows that partner does not via UI. I think bidding 3♦ is doing this. I don't know why he didn't pass 2NT. Opposite 11-15, a balanced 6-count wants the auction to end in some playable spot ASAP. Perhaps he wasn't sure whether partner had three spades or not. Is 3♦ a violation? Probably. 3♠ must be a LA, and 3♦ is suggested over it by the UI. In order for 3♦ not to be a violation, we have to be sure that 2NT demonstrably proves that partner does not have three spades (so that AI duplicates UI). I do not believe that, so 3♦ is a violation to me. Passing 2NT out of fear is sensible, but it's also suggested over 3♠ by UI, so it's not allowed.

Why were N/S asking West (not East) about whether or not they play Support Doubles? That's inappropriate, and I'm very loath to give them anything from UI so generated. As West, I'd answer, "you have to ask my partner," but I sympathize with West's attempt to be honest in a situation where he realized he'd screwed up, and it feels like the opponents are attacking him.

Yes, I was on this committee. I disagreed with our ruling then, and I still do. I think the score should be 2♠ down one or two. I didn't feel strongly enough about it to have dissented, since all my issues are those of judgment, not law, and my judgment contradicts the Directors' poll, which I still do not believe.

Marques: Law 16B1(b) defines "logical alternative." The TD poll was aimed at showing if Pass was a logical alternative or not. Therefore, the TD should not have asked only what would the experts polled have done with West's hand after 2♠, but also what other calls did they seriously consider. In this sense, it seems that the poll was incomplete. Also, it is not completely clear on the report the way that West ended up saying "that's our agreement." East was the player the one that explained the Double as "Support Double," so it seems that somehow N/S directly asked West something that prompted the answer and caused the potential UI issue. Additionally, that is the kind of answer that a player that is being asked about the content of his own hand would easily say and I don't think that it necessarily shows that the hand doesn't match the explanation. The final decision is correct, but I think that the committee read a bit too much into West's expression. But the incomplete poll is an important enough issue to consider the appeal as having some (even if not much) merit.

Meiracker: When the fact came up in the committee hearing about West comment: "that is our agreement", East has UI and West has UI that East thought he held three spades.

The poll proved that West was free to bid 2NT, but when the sentence came: "The AC believed that East would know that West did not have three spades when he bid 2NT", we should have polled players, what they would have bid after the bid of 2NT and what after West bidding 3NT.

Without a poll it is hard to predict the outcome, but an adjusted score of 4♠ by EW down 3 is a possibility. Not Doubled, 4NT is down 1 and 5♣ is down 1.

Wildavsky: The AC writeup is puzzling. Why should 2NT show minors with longer diamonds, and if that's what it shows why did West bid it?

Jeff Goldsmith served on this committee and I find his comments compelling. I also note that, since the TD poll was apparently not conducted in writing as is now required, the AC ought to have felt free to discount it.

Woolsey: Everybody missed the boat here. Look at things from West's point of view, assuming no UI. He made a penalty Double of 2♥. East pulled to 2♠. West understandably didn't like that, so he went to 2NT. This gives East the option of playing 2NT or 3 of either minor. A perfect description of West's hand. East chose 3♦.

Here is where the UI came into play. It isn't West's 2NT call which should be disallowed. It is his 3NT call. Pass is not only a LA, it is clearly the correct bid. West's 3NT bid is suggested (vs. pass) by the UI. Therefore, the contract should be rolled back to 3♦, with whatever adjudication seems appropriate.

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

Auction

West	North	East	South
	Pass	Pass	Pass
1♥	Dbl	2♦ ¹	Pass
2♥	Pass	Pass	Pass

Explanation of Special Calls and Points of Contention

1: Intended as Two Way Drury

Hand Record

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

Final Contract	Result of Play	Score	Opening Lead
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.

Director's Ruling	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.

Committee Decision	2♥ by W, Down 1, N/S +50
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Committee Members

Chair	Bart Bramley
Member	Jeff Aker
Member	James Thurtell
Member	Migry Zur-Campanile
Member	Greg Herman

Commentary

Goldsmith: There was misinformation. West took action based on partnership agreement (this time a guessed one) and failed to divulge this information to the opponents appropriately. West ought to have alerted 2♦ and, if asked, say, "we play 2♦ is a good heart raise if North had not Doubled. I do not know if this agreement is in place with a Double; we have not discussed it. Also, we may be playing that 2♦ is some other sort of raise. I don't know." What he must not do is fail to alert and then take action based on a possible agreement.

The AC seems to have judged that there was no damage caused to the NOS as a result of the MI. We don't have any information, for example the opening lead, about play which might have been affected by South's being able to insert a Double of 2♦, and presumably, the AC considered this, though they did not mention it in the write-up. The appellants didn't state how they were damaged, so I'm inclined to believe that the AC did a good job. The appeal has merit, because the TD's ruling is incorrect.

Marques: A typical situation on a new partnership. Both East and West hoped that 2♦ meant whatever they thought that it should mean. It seems from the report that East and West knew that they had no agreement on that situation. Therefore, it's a clear "no agreement" and therefore "no alert" situation. West could have alerted as "I think that it might be a heart raise, but we have no agreement in this situation" but if there is no agreement he does not have an obligation to do that. I fail to see any merit in the appeal.

Meiracker: Before the opening lead West told the opponents that he thought 2♦ might have been a heart raise. Nobody called the Director at this point. There was no poll, but I doubt that there will be a lot of players holding the South hand, who would have Doubled 2♦ vulnerable against not

Wildavsky: I always thought that when playing 2-way Drury 2♦ shows four-card support. But that's not relevant to the case.

Jeff Goldsmith makes a good case that West had an obligation to alert. If asked his explanation would have been something like "We have not discussed this auction, but had you passed 2♦ would have shown three-card heart support with the values for a limit raise."

I would like to see a firm policy for such situations. Partner will often make a call whose meaning we are unsure of but where our other agreements give us more knowledge than the opponents of the possibilities. We owe it to our players to state clearly whether an Alert is required, permitted, or forbidden in this situation. Here the AC's thorough analysis showed that no adjustment was warranted

Woolsey: Did anybody look at West's hand? If you had opened 1♥ in third seat, LHO made a takeout Double, and partner bid a natural 2♦, would you then bid 2♥? Not in a million years. West knew quite well that 2♦ might have been a heart raise. Granted West is allowed to hedge. However, he has the knowledge that 2♦ might be a raise, and it is his job to tell the opponents. He doesn't have to say it is a solid agreement, since it isn't. All he has to do is alert, and when asked, say his partner might intend the bid as a heart raise. Now everybody would be on a level playing field.

Furthermore, when there is no documentation the assumption should be mistaken explanation rather than mistaken bid. The E/W claim that it was a mistaken bid is self-serving and should not be accepted as fact.

Furthermore, after the auction was over and before the opening lead, East should have spoken up that there was a failure to alert. This would have given South a chance to reopen, and equity could have been restored. While it might not be clear what the proper adjudication should be, allowing the table result to stand is definitely wrong.

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

Auction

West	North	East	South
		Pass	Pass
3NT ¹	Pass	4♥ ²	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
Dealer	E	♠ J32	
		♥ KJ943	
Vul	N/S	♦ 10983	
		♣ 3	
W	Val Kovachev		
♠	K6		
♥	A6		
♦	KQ7		
♣	AKJ952		
		E	Lynne Rosenbaum
		♠	Q10854
		♥	Q5
		♦	A4
		♣	Q874
		S	Gil Cohen
		♠	A97
		♥	10872
		♦	J652
		♣	106

Final Contract	Result of Play	Score	Opening Lead
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 No Trump 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.

Director's Ruling	4♠ by W, Made 5, E/W +450
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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.

Committee Decision	4♠ by W, Made 5, E/W +450
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Committee Members

Chair	Daniel Korbelt
Member	Gary Soules
Member	Dave Westfall

Commentary

Goldsmith: The ruling was correct, except that the AC needed to award an AWMW and a 1/2 board PP for blatant abuse of UI.

Marques: A clear decision by the Tournament Director. West tried to put up a good argument in his defense, but it looks a bit self-serving and when the committee states that East could have easily held a hand that would not have opened in first position with EW's methods but still transfer over 3NT, for me it shows the absence of merit in the appeal.

Meiracker: I agree with the decision by the TD and AC. Even in a "clear" case like this, it would have been better to poll players and get their opinion about the bidding of West over 4♥ and what to do with the East hand if West bids 4♠. West thinks that East has a strong hand with ♥ or ♠, when West corrects to spades you have a great hand.

Wildavsky: Good as far as it goes, but the appeal had no merit and both the TD and the AC ought to have assessed a hefty procedural penalty against EW for blatant use of UI.

Woolsey: Director and committee clearly right. West had the UI that his partner thought 3NT was a long major. The UI definitely suggested bidding 4NT vs. pass. Pass is a LA. End of story.

Subject of Appeal:	Misinformation	Case:	R1
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Event	10K Swiss Teams	Event DIC	Ken Van Cleve
Date	03/11/2016	Session	Second Qualifying

Auction

West	North	East	South
		1♠	Pass
2NT ¹	Pass	3♣ ²	Pass
3♥ ³	Pass	4♣ ³	Pass
4♦ ³	Pass	5♠ ⁴	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		
Dealer	E	♠	J		
		♥	K10973		
Vul	Both	♦	Q983		
		♣	1032		
W	2900 MPS			E	300 MPS
♠	K853			♠	AQ9762
♥	AJ54			♥	86
♦	K7			♦	(void)
♣	A95			♣	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.

Director's Ruling	6♠ by E, Made 6, E/W +1430
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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 West 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

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

Reviewer	Matt Smith
Member	Eric Bell
Member	Marilyn Wells

Commentary

Goldsmith: Was there MI? Yes, East failed to alert 2NT, and West's alert of 3♣ was not seen nor heard. Were N/S damaged by the UI? Yes, I think so. Some of the time, North would Double 3♥, say 25%.

West had UI from the failure to alert. If there had been an alert of 2NT, he'd know that partner has the perfect singleton. Not driving to slam would be a violation of Law 16, so I'd rule E/W are always getting to slam, regardless of a Double of 3♥.

East had UI from the alert of 3♣, but his calls look pretty aligned with 2NT's being natural. I see no violations there. Either he was very good about not using UI, or he didn't notice the alert, either. I'd rule 35% 6♠ down one and 65% 6♠ making, giving an extra 10% to the NOS.

When asked to explain the auction, each partner ought to explain his partner's bids. If that had happened, N/S would have known that East was bidding as if 2NT was natural. That may or may not have helped them in this case, but in general, that's information they can get by asking questions carefully and slowly, so the opponents ought not circumvent this. Law 20F1 prescribes this: "Except on the instruction of the Director, replies should be given by the partner of the player who made the call in question." So East had the responsibility to say, "during the auction, I thought 2NT and 3♣ were natural," because if proper procedure had been followed, N/S would have known it. I have sympathy for West here, however, since his partner speaks no English, but East needed to say something, perhaps to West, who could then translate.

Marques: As 2NT was alerted as Jacoby, were NS inexperienced enough that they did not expect 3♣ to be artificial? And also, when North heard that 2NT was Jacoby, and therefore E/W are fitted in spades, is she expecting 3♥ to be natural, not a control bid? If we give that to North then Doubling, when 3♥ is alerted, is a possibility. However, only half of the polled players did Double in that situation.

I understand the assignment of 6♠ 75% of the time and game in spades 25% of the time, following the results of the poll, but of those 75% I would give to South the heart lead only 60% (leaning to the non-offending side) of the time, essentially saying that North would Double only 60% of the time. Therefore, I would rather go for:

<u>Part</u>	<u>Result</u>	<u>N/S Score</u>
30%	6♠ making 6	N/S -1430
45%	6♠ down 1	N/S +100
25%	4♠ making 5	N/S -650

Meiracker: Well done by the Panel, nothing to add.

Wildavsky: A thorough job by the Panel. I prefer its ruling to the TD's.

Woolsey: What a mess. The one thing that is clear is that Doubling 3♥ is far more attractive if 2NT is Jacoby than if it is natural. That is sufficient to make an adjudication on the assumption that North had Doubled 3♥. The Panel did so in the proper manner and came up with a very reasonable adjudication based on their polling. Good work

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

Auction

West	North	East	South
1♦	2♥ ¹	2♠	Pass
3♠	Pass	4♣	Dbl
Pass	Pass ²	4♠	Pass
Pass	Pass		

Explanation of Special Calls and Points of Contention

1: Preemptive
2: Multiple questions about 4♣

Hand Record

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

Final Contract	Result of Play	Score	Opening Lead
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♣C 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♠S, by East, making 5, after a diamond lead, E/W +650, per Law 12C1e.

Director's Ruling	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 ten 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 ten 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.

Panel Decision	4♣ by E, Made 5, E/W +650
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Panel Members

Reviewer	Gary Zeiger
Member	Matt Koltnow
Member	Kevin Perkins

Commentary

Goldsmith: Good job. I'm actually not completely convinced without the information N/S provided at the appeal, though I'd rule as the TD did. Once North let us know that he was clearly thinking about bidding over 4♣x, and that the table knew it, the UI to lead a club became 100% clear. So clear, in fact, I'd award a 1/4 board PP to South.

Marques: Another case with an incomplete poll. The TD's poll correctly established that there were logical alternatives to the club lead, but failed to establish if the club lead could demonstrably be suggested by the auction. All that was needed was basically a second question, just like the Panel did in its own poll. From North's hand it seems that his questioning about 4♣ was related to trying to decide if he should sacrifice in 4♥. However, with a singleton club, North should be aware of the possibility that the questioning could create UI for South and end up restricting South's choices for the lead. In my opinion, the decision is correct.

Meiracker: Agree with the TD and the AC. Maybe it teaches North a lesson not to ask useless questions during the auction, which can lead to UI. North knows that South has clubs.

Wildavsky: I see no merit to this appeal.

Woolsey: Looks like the Panel did everything right here. They determined that there was UI suggesting club shortness, and that a diamond lead was a LA.

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

Auction

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

Director's Ruling	5♦ by N, Down 2, E/W +200
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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.

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

Reviewer	Eric Bell
Member	Kevin Perkins
Member	Mark Labovitz

Commentary

Goldsmith: Disputed facts are hard, and it's rare to overrule the table Director on such cases, but it mystifies me that South managed to convince the Director that 5♦ wasn't Doubled when North's scorecard indicated it was. South ought to go into politics.

Marques: Oh boy! What a mess! Couldn't the Tournament Director try to reconstitute the hand by talking with the teammates at the other table? Also, why didn't South show his scorecard? It seems that these two facts (the hand and South's scorecard) could have been investigated a bit better. I think that the Panel finally got it right. West started to pick up his cards after the Double of 4NT, and it's easy to imagine that after 3♠X he was already in "play a Doubled contract" mode. If that is so, it's hard to imagine that he would now pass over 5♦ (especially with the hand that he allegedly had). North's and West's private scores are extra evidence to support this view.

Meiracker: Doubling 5♦ was clear after E Doubled 4♥ and 4 NT and if West was holding ♦AQxx, it would be clear that West Doubled 5♦. It was also marked Doubled down 2 on the private scorecards of North and West. The AC made the right decision.

Wildavsky: The Panel's ruling looks right. I don't understand why the TD did not rely on the scorecards since every scorecard produced, one from each side, showed the contract was Doubled.

Woolsey: Even with no hand records, with four experienced players at the table there should have been no difficulty reconstructing the hand. The Director was derelict in his duty failing to do that. Knowing the hands might be a significant factor in determining the probability that there was or was not a Double.

All things considered, I believe the Panel made the most of the available evidence, which was the scorecards. It looks like the right decision.