

# RENO CASE BOOK

## Foreword

This marks my first venture as editor of this Case Book. In a departure from previous efforts, this volume has three new features. The Table of Contents is now a subject reference to the cases for quick reference. The purpose is to help a reader find the right case. At the end we have excerpts of every Law cited by a committee or panel member. The purpose is to help a reader find the relevant section of Law and see how it applied to that case. The third new feature is a brief explanation how to handle certain problem areas. Finally, at the Summer Meeting our ACBL Board of Directors adopted a new system to regulate appeals without merit. As a service, this new policy is reprinted here starting on page 7.

As with previous Case Books, however, the main focus will be on the cases and panel comments. It is my hope the readers find them insightful and easy to understand.

There are so many people who contribute to a project of this size. First, the committee members who contributed so much time to listen to these cases in the first place. Second, the committee chairs who were responsible for the write ups you will be reading. Third, the panel members who read every case and freely gave us their thoughts so that we all can learn. Fourth, Alan LeBendig, Jon Brissman and Karen Allison, who organized the committees and showed their expertise and experience in providing guidance to all. Fifth, to those many nameless ACBL employees without whom this book could never be printed. And last, but not least, to Linda Weinstein, who as Appeals Manager at Reno made the whole system work.

Jay M. Apfelbaum  
October 1998

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## Handling the Laws - A Process

Most of the Reno cases presented the problem of what to do when a player obtains extraneous information from his or her partner. This section will begin, therefore, with a suggested process for handling this often thorny problem. Other items include possible definitions of logical alternative and demonstrably suggest, and a possible standard for imposing procedural penalties.

As a caveat, what follows are my suggestions. The National Laws Commission has not taken any position on the merits of these remarks.

### Part I - Unauthorized Information from Partner

When reading this portion, please refer to the extract of Law 16A on page 113 and the extract of Law 73C on page 119.

It is completely legal for a player to make a call or play based on information obtained from (1) legal calls or plays and (2) mannerisms of opponents. Basing a call or play on other extraneous information may violate the laws. Law 16A tells us that extraneous information can be given by “a remark, a question, a reply to a question, or by unmistakable hesitation, unwonted speed, special emphasis, tone, gesture, movement, mannerism or the like.” What strikes me about these examples is that all of them are behaviors.

When partner provides us with extraneous information, he or she is giving us extra information to help determine our best next call or play. This extra information is the sum of the bridge inferences that are made available from the extraneous information. Of course, Law 73C says we must carefully avoid using this extraneous information.

The list of examples of extraneous information is fundamentally different from what we think of as unauthorized information. They are related in that the unauthorized information is the sum of the bridge inferences available from the extraneous information. In practice, extraneous information from partner nearly always will result in unauthorized information. However, if the unauthorized information is coextensive with the authorized information there can be no violation of Law 16.

The first two questions for a Director or Appeals Committee are, therefore:

- 1. Did partner provide extraneous information?**
- 2. Did the extraneous information suggest something about partner’s hand different from what the player understood to be suggested by the authorized information?**

If the answer to either question is no, there is no violation of law.

My suggestions handle the alert procedure. ACBL requires a player to alert certain calls when the opponents are not expected to know their meaning. An alert is extraneous information because it is neither a legal call nor play. However, the underlying agreement is authorized information.

Therefore, before anyone can violate Law 16 the extraneous information has to suggest something different about the player's hand than the authorized information. When an alert is properly made and both partners know their agreement, the bridge inferences available from the extraneous information (alert) are identical to the bridge inferences from the authorized information (agreement). Because the unauthorized information is coextensive with the authorized information, there can be no violation of law. However, when (1) the alert causes the player to remember an otherwise forgotten agreement or (2) the explanation does not match the player's understanding of the agreement, the unauthorized information is not identical to the authorized information. There can be a violation of law.

The third question a Director or Appeals Committee should answer is:

**3) Did the unauthorized information demonstrably suggest the action chosen over another action that is a logical alternative? (NOTE: The action chosen need not be a logical alternative.)**

If the answers to these three questions are "yes", there is an infraction. The Director or Appeals Committee should try to replay the hand from the point of the infraction. The next paragraphs describe how each side may be assigned a score.

The offenders should receive the most unfavorable result that was at all probable. To reach the most unfavorable result that was at all probable, the Director or Appeals Committee should examine the bidding or play from the point of the infraction and give the benefit of the doubt to the non-offenders. Figure out the worst possible score and the chances of getting that score. Then look at each progressively better result and add the chances of getting each together until they get to the worst score where the probabilities add to about a one chance in six.

The non-offenders should receive the most favorable result that was likely had there been no infraction. To reach the most favorable result that was likely, the Director or Appeals Committee should examine the bidding or play from the point of the infraction and give the benefit of the doubt to the non-offenders. Figure out the best possible score and the chances of getting that score. Then look at each progressively worse result and add the chances of getting each together until they get to the best score where the probabilities add to about a one chance in three.

There is a possible exception for non-offenders who "fail to play bridge." First, the non-offenders must be able to get at least as good a score after the infraction as if the infraction never happened. The Director or Committee will have to determine the best likely score for the non-offenders had there been no infraction. The non-offenders are not required to play perfectly - the correct standard is reasonable for the class of player involved. If the non-offenders cannot get as good a score once the infraction occurs this exception will not apply. Next the Committee should decide if a non-offender made a bid or play that is "clearly wrong" for that class of player. Careless or inferior is not "clearly wrong." A clearly wrong call or play might break the causal connection between infraction and final result. The Director or Committee could allow the non-offenders to keep their score. However, this exception should be invoked only rarely.

This approach will often lead to different scores for the offenders and non-offenders.

Sometimes, it is impossible to predict events from the point of the infraction. A Director or Appeals Committee should reach this conclusion only after a good faith effort to determine a result. In these cases, the Director or Appeals Committee may award an artificial adjusted score according to responsibility for the irregularity. Normally, this will mean an average plus and average minus.

## **Part II - Suggested Definitions**

**“Demonstrably Suggests”** means there is a fairly direct and largely non-contradictory line of reasoning that shows the unauthorized information suggests the action actually chosen over another action that is a logical alternative.

This phrase is new to the 1997 Laws, replacing the “may suggest” language in the previous version. It reflects a desire by the law makers to require a stronger connection between the unauthorized information and what it suggests. Demonstrable means something that is clearly evident or obvious. Therefore, the need for a fairly direct line of reasoning. The second half, *largely non-contradictory*, is designed to eliminate a bridge argument that the extraneous information suggests one kind of hand, when it might just as easily suggest another.

**“Logical Alternative”** means a call or play that is a rational choice that would be seriously considered by the class of player in the absence of the extraneous information.

This is the test adopted by the ACBL National Laws Commission. However, interpreting it is difficult because of certain, unfortunate language. Bridge is a thinking person’s game, and the best players will seriously consider every option before making any call or play. In fact, a call or play must be evaluated to decide if it is a logical alternative. This has led to some confusion.

I suggest the better test is whether the call or play is a rational choice that might be chosen by the class of player. Consider a hypothetical situation where a player must decide whether to bid a game knowing it will depend solely on five trumps splitting 3-2 (67%). While most players faced with this decision will bid the game, I suspect there will be some that will not bid it. Perhaps they need to create a swing on the board. In a second hypothetical, the decision is whether to bid a game knowing it will depend solely on four trumps splitting no worse than 3-1 (90%). In this hypothetical, I suspect that everyone will bid the game. However, in both hypothetical examples the player would have to seriously consider both options before deciding.

## **Part III - Procedural Penalties**

The cases in Reno, plus those before and since, have caused a great deal of discussion what to do with appeals that are without merit. Law 92 gives every player the right to appeal a Director’s decision made at their table.

In our current legal system, every person has a right to sue another. That does not mean they will succeed. And if the Court finds they had no reasonable basis for their suit, the vexatious and dilatory litigant can be and often is made to pay the other's expenses.

It is reasonable, therefore, for an Appeals Committee to impose a reasonable procedural penalty upon the appellants for taking an appeal without merit. Such an appeal delays the orderly completion of the game and inconveniences the opponents and appeal committee members specifically and the field in general. (See Law 90A, at Page 122)

Before imposing whatever penalty is authorized, the Appeals Committee should decide whether there was any rational basis upon which the class of players who appealed might expect a favorable decision. Asking the Appeals Committee to change the appellees' score only is acceptable. However, asking an Appeals Committee to impose a procedural penalty without changing the bridge result is not acceptable. The goal should be to minimize the number of appeals, and allowing a player to go to an appeals committee over a procedural penalty would have the opposite effect.

Some have expressed concern that a Director might take an appeal personally. Writing as a former Director, I knew it was every person's right to appeal a decision made at their table. Reasonable people can disagree. And even an unreasonable person is entitled to exercise their rights. I did not take this person's actions personally, and never thought the appeal challenged my authority. This is also current ACBL policy.

On a second matter, a Director or Appeals Committee may choose to impose a procedural penalty upon a contestant for violations of procedure or regulation. This means a gross, deliberate, or multiple violation of the partnership's system or carding methods. Examples include (1) failing to alert or inform opponents, (2) misinforming opponents, (3) failing to properly correct partner's non-alert, or (4) failing to properly correct partner's misinformation.

Before imposing a penalty, the Director or Appeals Committee should first determine if the player had actual knowledge of the correct procedure or the player's background is such they should be charged with knowledge of the correct procedure. Even if the violator meets these conditions, the Director or Appeals Committee may decide not to sanction him or her if there are sufficient facts mitigating against a sanction.

## APPEAL WITHOUT MERIT POINTS

A point system for tracking appeals without merit was adopted for use at NABCs beginning with the 1998 Summer NABC in Chicago. This system is modeled after point systems used by state Motor Vehicle Bureaus. It will enable league officials to deal more effectively with players having a history of multiple convictions for filing appeals lacking merit. Under this system the string of offenses can be dealt with as a pattern of abuse of the appeal process. Until now each incident has been treated as an isolated infraction.

Appeal Without Merit Points may be issued to players (and their team captain, if the appeal was filed in a team event) by an appeals committee whenever it is judged that the appeal lacks substantial merit and it is deemed that the player(s) involved possess the experience to have known better than to file the appeal. The accumulated points will form a record of the frequency of such offenses so that, should the players commit infractions of a similar nature in the future, a Conduct and Ethics committee will be in a position to take appropriate disciplinary action. An official record of all Appeal Without Merit Points will be kept by the ACBL Office of Recorder and will be readily available and accessible at all NABCs in the future. Points may be assessed for appeals filed in any event held at an NABC.

Players should be aware that filing an appeal requires the concurrence of both members of the pair, or the team captain in a team event. Players or team captains who fail to exercise their right to prevent an appeal which they believe to be non-meritorious from being filed are considered to have concurred with the appeal. They are subject to the same point assessments as the player who actively pursued the appeal.

The level of the player(s) involved in an appeal will always be considered before Appeal Without Merit Points are assessed. Novices or inexperienced players will almost never be assessed such points while those with more duplicate experience will be held to a higher standard. Experts will be held especially responsible for not abusing the appeal process.

A written description of the offense, suitable for use in a future disciplinary hearing, must accompany each point assessment. The appeals committee chairman's case report will be used for this purpose.

If a player accumulates three (3) or more Appeal Without Merit Points within a three-year period, a disciplinary hearing may be scheduled by a National Appeals Committee Co-Chair, the Director of Appeals, or the ACBL Recorder. This hearing should be held at the NABC at which the third "precipitating" point was assessed if possible, or at the next NABC which the player attends otherwise. Where a hearing at an NABC is impractical or would involve an unacceptable delay, the charges may be referred to the player's home Unit or District judicial body for possible disciplinary action. At the hearing the player must show reason why they should NOT be sanctioned for exhibiting a pattern of abuse of the appeal process. A charged

player is entitled to all of the rights due any defendant in a C&E proceeding including (but not limited to): representation by counsel, receipt of written notice of the charges, and the right to call witnesses in his own defense. He should also be provided with documentation for all of the points accumulated and included in the charges.

Disciplines which may be imposed by C&E committees in Appeal Without Merit cases shall include those specified in section 5 of the ACBL Code of Disciplinary Regulations. These include: reprimands, probation, suspension, exclusion from events, and reduction or forfeiture of masterpoints or tournament rank or disqualification. Only points assessed within the most recent three years shall count toward “triggering” a disciplinary hearing. However, all Appeal Without Merit Points on a player’s record will be considered by the committee in deciding on an appropriate discipline. This will take into account the number, nature, severity, and time frame of the accumulated points.

## BIOGRAPHIES OF THE PANEL MEMBERS

**Ralph Cohen** is currently Co-chair of the ACBL Laws Commission, and Vice-chair of the WBF Laws Committee. He was employed by ACBL for 20 years (1971-1991), including two years as its CEO (1984-1986). He has won three open National Championship events and one Senior national championship event in the nineties.

**Michael Huston** is a member of the National Appeals Committee for nearly thirty years. He is a labor arbitrator and a bridge pro. He has been a celebrity speaker for the Nationals for over five years.

**Henry Lortz**, 48, resides in Seattle, Washington. He is a member of the ACBL Laws Commission since 1997. Mathematician for a major aerospace firm. He favors teaching and leniency for non-expert violators. For the experts, no mercy.

**Jeffrey D. Polisner** is ACBL League Counsel since 1985. ACBL active member since 1957. Won approximately 50 regional events and many top 10 finishes in NABC events. Former co-chairman of the National Appeals Committee. Member of ACBL Laws Commission since 1983.

**Barry Rigal**, 41, and was born in London, England. Married to Sue Picus, he lives in New York City where he is a bridge writer and analyst who contributes to many periodicals worldwide and is the author of the book, *Precision in the Nineties*. He enjoys theater, music, arts and travel. An outstanding Vugraph commentator, he demonstrates an extensive knowledge of the many bidding systems played by pairs all over the world. He coached the USA I team to the Venice Cup in 1997. He is proudest of his fourth place finish in the 1990 Geneva World Mixed Pairs, winning the Common Market Mixed Teams in 1987, and winning the Gold Cup in 1991.

**David Stevenson**, 50, is married, with a family of two Siamese cats, and lives near Liverpool, in England, UK. He is Chief Director of the Welsh Bridge Union, and a senior one in the English Bridge Union. Is considered one of the best anywhere for rulings. Trains Tournament Directors. A player near International class for some years, and has won many major events in Great Britain. On the Laws & Ethics Committees in both England and Wales. Authored books on EBU regulations and a simplified look at the Laws, and contributes to European and English Director's Guides and the Australian Director's Bulletin. Is a major contributor to and helped form the Bridge Laws Mailing List, an international forum for looking at the Laws of the game. Apart from Bridge, his main interests are in Trains, Cats and transport timetables. Has knowledge of computers, including co-authoring a Swiss Pairs scoring program.

**David Treadwell**, 86, was born in Belleville, New Jersey and currently resides in Wilmington, Delaware. He is a retired chemical engineer, graduate of MIT, and was employed by DuPont for over 40 years. His responsibilities included the initial production of teflon for introduction to the marketplace. He has three grown children, three grandchildren and two great-grandchildren. His hobbies include blackjack and magic squares. The bridge accomplishments he is proudest of are his

induction into the Bridge Hall of Fame and breaking the 20,000 masterpoint barrier. He believes bridge can be competitive and intellectual, but above all can be and must be fun.

**Bobby Wolff**, 65, was born in San Antonio, and is a graduate of Trinity University. He currently resides in Dallas. His father, mother, brother and wives all played bridge. Bobby is a member of the ACBL Hall of Fame as well as a Grand Life Master in both the WBF and ACBL. He is one of the world's greatest players and has won ten world titles and number national championships including four straight Spingolds (1993-1996). He served as President of ACBL in 1987 and as President of WBF in 1992-1994. He has served as tournament recorder at NABC's, and is the author of the ACBL Active Ethics Program. His current pet projects include eliminating convention disruption and hesitation disruption.

## APPEALS CASE 1

**Subject:** Tempo

**Event:** North American Open Pairs, Flight A

*First Qualifying Session, March 18*

Board 32	Ai-Tai Lo	
Dlr: West	♠ Q 8 7 4	
Vul: E-W	♥ 10 5 2	
	♦ 10 6 3 2	
	♣ Q 9	
John Rengstorff	Jim Krekorian	
♠ A K 9 5	♠ J 6	
♥ A 7 4	♥ K Q 9 8 3	
♦ Q 9 7 4	♦ A K	
♣ K J	♣ A 10 8 4	
	Jim Houghton	
	♠ 10 3 2	
	♥ J 6	
	♦ J 8 5	
	♣ 7 6 5 3 2	

West	North	East	South
1NT <sup>1</sup>	Pass	2♦ <sup>2</sup>	Pass
2♥	Pass	3♣ <sup>3</sup>	Pass
3♥	Pass	4♦ <sup>4</sup>	Pass
4♠ <sup>4</sup>	Pass	4NT <sup>5</sup>	Pass
5♥ <sup>5</sup>	Pass	5NT <sup>6</sup>	Pass
6♣ <sup>7</sup>	Pass	6♦ <sup>8</sup>	Pass
6♥ <sup>9</sup>	Pass	6NT	All Pass
Result: Made 7, E/W +1470			

### *Explanations*

- 1) 15 - 17 hcp
- 2) Transfer [Announced]
- 3) Natural and game forcing
- 4) Cue bids
- 5) RKC: 2 without Queen
- 6) Shows all 5 keys
- 7) Shows ♣K
- 8) Ambiguous
- 9) Break in tempo

**The Facts:** There was an agreed break in tempo before West bid 6♥. The Director ruled there was no violation of Law 16A (Page 113) (“the partner may not choose from among logical alternative actions one that could demonstrably have been suggested over another”). The 6NT bid was not suggested by the unauthorized information.

**The Appeal:** N/S appealed the ruling. They suggested the break in tempo showed further interest, and that pass was a logical alternative for East after the break in tempo.

**The Decision:** 6NT, making seven, E/W +1470. West showed maximum values when he took his side beyond game. East knew the partnership had a combined 33-34 hcp, and the heart suit was likely to produce five tricks. The form of scoring (matchpoints) made 6NT an attractive choice. This **authorized** information justified East’s bid.

Secondarily, the break in tempo did not “demonstrably suggest” a 6NT bid over a pass. West already showed extra values. The only value West did not already show was possible club shortness. That shortness might “demonstrably suggest” a 7♥ bid from East. Because 6NT was not “demonstrably suggested,” there is no reason to

prohibit that action.

Committee: Jay Apfelbaum, chair, Steve Goldstein and Ralph Katz

*Editor:* The tournament appeals started early, and with over forty the pace never let up. The first appeal committee had to make a bridge judgment about whether the 6NT bid is clear. It also had to interpret the phrase “demonstrably suggest”, which was one of the changes to the Laws in the 1997 revision. (See a proposed definition on Page 5)

The commentators certainly found reasons to disagree with the decision, but only Rigal thought it misapplied the Law.

**Rigal:** “The decision is flawed in my opinion. East knew his partner has ♠A, ♥A and ♣K, but if the remaining assets are not well put together, 12 tricks in hearts could be the limit. 6♦ was a clear cut Grand Slam try - and when West bids 6♥ slowly East must pass. The pause suggests other contracts, not any authorized information available to East. The choice of 6NT as opposed to any other bid is irrelevant; East must pass 6♥. (I assume 33-34 is a typo for 32-34, otherwise the committee need a refresher on arithmetic.)”

*Editor:* The write up is correct. West’s auction promised extra values. This authorized information is available to East.

Some of the panelists generally agreed with the committee’s application of law, but disagreed with its decision.

**Stevenson:** “6♦ looks like an attempt to get partner to choose between 6♥ and 6NT. If so, the sequence is inconsistent. Why bid 6♦ and not pass 6♥? Because of the break in tempo! Since the partnership had 33-34 hcp and no shortage it seems unlikely that East was interested in 7♥, and without the break in tempo West has already given his opinion.”

**Lortz:** “In my view, West did not ‘show a maximum’. 3♥ over 3♣ was insipid. 3♠ was clear. Only after a slam-try cue bid (4♦) in the face of this, did he offer 4♠. The hesitation over 6♦ is particularly bad, since it pinpoints the problem. Low level breaks in tempo frequently don’t point in any specific direction; this does. I would consider Pass a logical alternative in this instance.”

*Editor:* Lortz raises a point about West’s auction. However, West’s cue bid is the first one beyond game. In many partnerships this promises extra values.

Other commentators thought this decision correct.

**Treadwell:** “This appeal has virtually no merit. It reflects a too prevalent attitude that, if the opponents have hesitated and we did not get a good score, we can get redress by going to an Appeals Committee. A procedural penalty should have been levied to N/S.”

**Cohen:** “Committee is right on. Had East bid 7♥, an adjusted score would have been in order.”

*Editor:* The final comment gives us the most to think about.

**Wolff:** “I have no quarrel with the decision and think this appeal should be

recorded for the 'Common Law.'

Points of interest:

A. When East bids 6♦ the 'flag' should start waving indicating to West that tempo becomes vitally important. Any out of tempo action by West, especially a fast return to 6♥, and a possible 'take advantage' follow-up by East should warrant a director's call and at least an admonition.

B. On this hand I concur that proper bridge was played.

C. It becomes very tricky what to do for the non-offending side (NOS) since if declarer would decide to take a club finesse into the queen we would never hear from NOS. I think we need to protect the field (PTF) and eliminate double shots.

**WE ON THE APPEALS MUST DECIDE WHAT TO DO AND IMPLEMENT INTO THE LAWS NEW STRICTURES CONCERNING THE NOS."**

*Editor:* Some additional thoughts on these points are appropriate, I think. First, the "bridge lawyers" among us need to remember that we are supposed to play bridge. An obvious bid is made no less so just because partner breaks tempo. It is when a bid or play is not obvious - when there are reasonable choices - that we must be concerned about the information conveyed by partner's out-of-tempo actions. All of us should first decide just how obvious the bid or play is before asking for any ruling.

I am by no means suggesting that when a player does an obvious thing the table result must stand. Even a skim of these comments makes it clear that bridge judgment is subject to question. Expert players can disagree as to what is clear, and what is not. Let us all try to be reasonable in our disagreement.

## APPEALS CASE 2

**Subject:** Tempo

**Event:** NABC+ Open Pairs I

*First Final Session, March 20*

Board 14	Bob Etter
Dlr: East	♠ 10 7 6
Vul: None	♥ Q 2
	♦ J 4
	♣ Q 10 9 4 3 2
Jean Johansson	Paul Gabalis
♠ A 3 2	♠ K Q J 9 8 4
♥ 10 8 6 4	♥ A K 9 7 3
♦ A K Q 6 2	♦ —
♣ 8	♣ A J
	Alan Strauss
	♠ 5
	♥ J 5
	♦ 10 9 8 7 5 3
	♣ K 7 6 5

West	North	East	South
		2♣	Pass
2♦ <sup>1</sup>	Pass	2♠	Pass
4NT <sup>2</sup>	Pass	5♣ <sup>2</sup>	Pass
5NT <sup>3</sup>	Pass	6♦ <sup>4</sup>	Pass
6♠ <sup>5</sup>	Pass	7♠	All Pass
Result: Made 7, E/W +1510			

### *Explanations*

- 1) Not negative
- 2) Key Card, 0 or 3 controls
- 3) Promises all 5 controls
- 4) One King
- 5) Break in tempo

**The Facts:** There was an agreed break in tempo before West bid 6♠. The Director was called when East bid 7♠. He ruled that the break in tempo demonstrably suggested interest in bidding on, and that pass was a logical alternative for East. The contract was changed to 6♠, making seven for E/W +1010.

**The Appeal:** E/W appealed. They first stated there was no hesitation, but West admitted she did take a moment to count the kings before bidding 6♠.

**The Decision:** 6♠, making seven, E/W +1010. E/W were relatively inexperienced, and East stated he had to show his kings before he could bid 7♠. The Committee determined there was a break in tempo, and that the break demonstrably suggested interest in bidding a grand slam. Pass was a logical alternative for East, as he did not bid a grand slam at his previous turn. The play in either contract would be the same, so the Committee could determine the number of tricks East would take.

Committee: Henry Bethe, chair, Mark Bartusek, Doug Doub, David Treadwell and Michael White

*Editor:* A relatively simple case. I give a number of lectures on how to follow the Law, and this fits nicely with my favorite example, Hesitation Blackwood. I suggest a simple remedy: before bidding 4NT decide in advance what you will do over each response. Do the same thing before bidding 5NT. That should minimize the chances of losing a board to a Director.

Our panel members had little to say.

**Rigal:** "I agree."

**Cohen:** "An easy decision to agree with."

## APPEALS CASE 3

**Subject:** Tempo

**Event:** NABC+ Open Pairs I

*Second Qualifying Session, March 20*

Board 30	Aleta Sicley		
Dlr: East	♠	Q 10 8 6 3	
Vul: None	♥	K 9 5 4	
	♦	Q 8	
	♣	9 7	
Steve Weinstein	Bob Hamman		
♠	J	♠	A 5 2
♥	A	♥	J 10 7 6
♦	A 5 4 2	♦	J 9 7 3
♣	K J 10 8 5 3 2	♣	Q 4
	Tom Theism		
	♠	K 9 7 4	
	♥	Q 8 3 2	
	♦	K 10 6	
	♣	A 6	

West	North	East	South
		Pass	1♦
2♣	2♠ <sup>1</sup>	2NT	Dbl <sup>2</sup>
Pass	3♥	Pass	Pass
5♣	All Pass		
Result: Down 1, N/S +50			

### *Explanations*

- 1) Negative free bid [Alerted]
- 2) Break in tempo

**The Facts:** E/W called for the Director after the out-of-tempo double. After the hand was finished, the Director ruled the break in tempo demonstrably suggested doubt about defeating the contract. Pass was a logical alternative for North. It was clear that E/W would take 8 tricks in No Trump. Therefore, the Director ruled the contract would be 2NT, doubled, making 2, E/W +490.

**The Appeal:** N/S appealed, and were the only ones to appear before the Committee. South agreed he took about ten seconds to double after considering whether to bid 3♠ or double.

**The Decision:** 2NT, doubled, making two, E/W +490. The break in tempo is unauthorized information for North. Law 16A (Page 113) states “the partner may not choose from among logical alternative actions one that could demonstrably have been suggested over another by the extraneous information.” North has 7 hcp, a reasonable hand for her free bid. Pass is a logical alternative not suggested by the break-in-tempo double. The break in tempo does suggest doubt about defeating 2NT, and this makes bidding 3♥ an action that is suggested by the break-in-tempo double. Therefore, the 3♥ bid must be disallowed.

**Committee:** Ed Lazarus, chair, Doug Heron, Bill Laubenheimer, Michael Rahtjen and Lou Reich

*Editor:* The committee had an easy decision regarding the N/S pair. They are the offenders. South’s double expressed a willingness to defend, but the break in tempo added doubt to that willingness. North has a fairly good hand to defend 2NT, so pass is a logical alternative. Rigal’s comment says it all.

**Rigal:** “Clear-cut. I can sympathize with North’s action, and with South’s slow double (it is an unusual auction) but UI is UI. The argument from North’s perspective is that bad spades mean that declarer is quite likely to do what he did; but the slow double makes the pull more attractive. So bar it.”

**Cohen:** “Did the committee keep the \$50? If not, why not?”

*Editor:* Cohen makes an interesting point. The write up does not mention whether this issue was discussed, as it would have if the deposit was retained. Wolff’s comment may offer an explanation why.

**Wolff:** “Equity should make N/S -490 in 2NT doubled, but only allow E/W A+ or -50 whichever is greater in order to protect the field (PTF).”

*Editor:* Wolff recites the view of a group who believes the non-offenders deserve less protection. Perhaps it is because ACBL does not allow the use of Law 12C3 (Page 112). They believe, with some justification, that a pair should not get a top just because their opponents violate the Law. The view has merit, but we must be careful to avoid going too far in that direction. The offenders have done something in violation of Law and, as a result, achieved a competitive advantage. The non-offenders have been put, as a result, at a competitive disadvantage. They deserve protection, at the very least to the point where they are no longer at that disadvantage.

## APPEALS CASE 4

**Subject:** Tempo

**Event:** NABC+ Open Pairs I

### *Second Qualifying Session, March 20*

Board 12	Bob Thomson	
Dir: West	♠ J 9 6 4	
Vul: N-S	♥ A 9 6 5	
	♦ A 7 6 2	
	♣ 8	
Jim Sundlin	Gregg Van Dyke	
♠ A 8	♠ 5 2	
♥ K 10 8 7 2	♥ J 4	
♦ 8 5	♦ Q J 10 4	
♣ J 9 7 6	♣ A K 10 4 3	
	Dan Molochko	
	♠ K Q 10 7 3	
	♥ Q 3	
	♦ K 9 3	
	♣ Q 5 2	

West	North	East	South
Pass	Pass	1 ♣	1 ♠
Dbl <sup>1</sup>	2 ♣ <sup>2</sup>	2 ♦ <sup>3</sup>	2 ♠
3 ♣	3 ♦ <sup>2</sup>	Pass	3 ♠
Dbl <sup>4</sup>	Pass	4 ♣	All Pass
Result: Down 2, N-S +100			

### *Explanations*

- 1) Negative
- 2) Cue bids
- 3) Does not promise extra values
- 4) Break in tempo

**The Facts:** There was an agreed break in tempo before West doubled 3 ♠. N/S called for the Director when East bid 4 ♣. The Director later ruled that pass was not a logical alternative to bidding 4 ♣. The table result stood.

**The Appeal:** N/S appealed the ruling. They suggested East's hand had enough defense to make pass a logical alternative to bidding 4 ♣.

**The Decision:** 3 ♠ doubled, making three, N/S +730. Law 16A (Page 113) prohibits a player from choosing from among logical alternatives one that could be demonstrably suggested by extraneous information. West's break in tempo before doubling 3 ♠ demonstrably suggested doubt about defeating the contract, and was extraneous information. East had no reason to believe 4 ♣ would be more successful than 3 ♠, doubled. He earlier chose not to compete to 4 ♣, so pass must be a logical alternative. In 3 ♠, doubled, it was clear that declarer would take nine tricks (4 spades, 1 heart, 2 diamonds and 2 club ruffs).

The Committee discussed the appropriate time to call the Director in hesitation cases. Laws 9A and 9B (Page 112) require the Director to be called when attention is drawn to an irregularity. The issue was whether the hesitation or the bid that possibly used the information from the hesitation is the irregularity. The Director and one committee member felt the hesitation is the initial irregularity. The majority believed Law 16A (Page 113) makes using the extraneous information the irregularity.

Committee: Henry Bethe, chair, Jay Apfelbaum, Lou Reich, Ellen Siebert and Brian Trent

**Dissenting Statement from Jay Apfelbaum:** I cannot speak for the Director on whether a hesitation may be an irregularity, but a break in tempo expressly designed to convey information is an infraction of Law (no infraction on this hand, however). I do believe the Committee mis-analyzed this hand. East opened the bidding, bid again in competition and heard partner show at least 4-card support for clubs. His only significant defensive values are in a nine card fit. His auction implies much better defense than he actually holds. N/S should have at least a nine card spade fit, making partner's double based on cards rather than trumps. With this authorized information, I would expect 3♠ to make, and believe pass is not a logical alternative.

*Editor:* Most of the comments side with the Committee. Their points are reasonable. First, the merits.

**Stevenson:** "The Committee discussed when the Director should be called, but the ACBL has already laid down that the Director should be called after the break in tempo. There is no need for Committees to reconsider decisions of the Sponsoring Organization.

I disagree with Jay's opinion: West doubled and East had his bid: why not pass?"

**Rigal:** "I agree with the committee and not the dissenter. The inference about West's four card club suit is quite unjustified - since East showed five+ clubs West could have three clubs easily. If either North or South had shown short clubs I would have some sympathy with this approach; not today. East made his bed by opening and rebidding his ten-count. When his partner doubles slowly he has to take the consequences. The slow double here is also a 'bad' hesitation."

*Editor:* I made a point in my dissent that intentionally passing extraneous information is a violation of Law. That was in response to the majority's view that passing extraneous information is not a violation. I agree with the next comment that this difference had nothing to do with the point of the case.

**Huston:** "Apfelbaum is absolutely right - that intentionally littering the table with 'extraneous' information in order to influence partner's decision is an irregularity - but that is not what this case is about.

Many directors have long told players that pausing to think is not in itself an irregularity, but taking action that may have been suggested by such a break in tempo may be an irregularity. This seems to me a fair approach. However, the non-tempo-breakers protect their interests optimally if they call for the director at the time of the hesitation because that is evidence that can accrue to their benefit when ruling or appellate bodies consider whether there was a break in tempo and it puts their opponents on notice concerning the kinds of limitations that might apply to their exercise of judgment. It certainly seems that attempting to prevent an opponent's irregularity should be permitted.

I agree with the committee about the ruling. Certainly East's hand lacks much defense, but he has no extra Club length and his partner presumably knows that his shape is advertised as 4-5 in the minors. East's hand is within the expected range of

hands for his bids. He possesses as much information as West to conclude that the opponents are in a nine-card fit. The hesitation double seems to provide maximum opportunity for East to pull when he does not have defense. I, like the committee, would not permit it.”

**Cohen:** “Let’s settle once and for all which is the irregularity – the hesitation or the subsequent action. Law 73A2 (Page 119) describes how calls ‘should’ be made, including ‘without undo hesitation.’ Law 73C states ‘When a player has available to him unauthorized information, . . . , he must carefully avoid taking any advantage that might accrue to his side.’

A perusal of the preface to the Laws indicates the hesitation is an infraction of law which will rarely, if ever, incur a procedural penalty, while the action subsequent to the hesitation based on the Unauthorized Information is subject to both score adjustment and a procedural penalty.

Both are irregularities, but only the subsequent action should trigger a director call or a committee.

Committee decision correct. Sorry, Jay.”

*Editor:* I agree with everything Cohen says except the part about what triggers a director call. When a player breaks tempo, another player has the right to call for the Director to protect their rights. The Director should establish the facts to that point. He or she should then let the partner know their obligations under the Law. Finally, she or he should let the auction or play proceed, with an instruction to call her or him back if needed.

Meanwhile, Wolff is still trying to protect the field.

**Wolff:** “I tend to agree with Apfelbaum’s dissent, but again East must realize that the flag is up when any slow penalty double occurs. When the expert community realized that we are applying this principle consistently across the board the tempo will smooth out and we’ll finally have a fairer game. On this case E/W -730 and N/S A+ or -100 in 4♣, whichever is better to protect the field.”

*Editor:* At least not everyone thinks I’m wrong. Thanks.

**Treadwell:** “East’s hand, not any information gained from the slow double makes a pull automatic - I would consider it a major bridge error not to pull. The Committee, except for the dissenter, got this one wrong.

I am also surprised at the discussion of whether a hesitation is an irregularity. Hesitations definitely are not in and of themselves irregularities - after all, bridge is a cerebral game and taking time to think occasionally is necessary and practiced by all players. The irregularity occurs if partner uses any information gained from the hesitation.”

## APPEALS CASE 5

**Subject:** Tempo

**Event:** NABC+ Open Pairs I

*Second Final Session, March 21*

Board 10 Dlr: East Vul: Both  Jeff Meckstroth ♠ J 8 6 3 ♥ A K J 9 2 ♦ A 4 ♣ J 2	George Jacobs ♠ 7 ♥ Q 8 7 4 3 ♦ 10 7 3 2 ♣ Q 8 5  Perry Johnson ♠ 10 9 4 2 ♥ 10 ♦ K Q J 5 ♣ K 9 4 3  Claude Vogel ♠ A K Q 5 ♥ 6 5 ♦ 9 8 6 ♣ A 10 7 6
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West	North	East	South
		Pass	1 ♣
1 ♥	Pass	Pass <sup>1</sup>	Dbl
Pass	2 ♣	Pass	Pass
Dbl	All Pass		
Result: Down 3, E/W +800			

### *Explanations*

1) Break in tempo (disputed)

**The Facts:** The parties played this hand during round twelve. N/S called for the Director after the thirteenth round, but before the thirty (30) minute grace period expired (Law 92B at Page [122](#)). They told the Director East did not pass in tempo over West's 1♥ overcall. When it was West's next turn to bid after North's 2♣ bid, pass was a logical alternative and he should not be allowed to double. As the E/W pair was not available, the Director could not determine whether East bid in tempo. Therefore, he ruled the table result would stand.

**The Appeal:** N/S appealed the ruling. E/W stated that East passed West's 1♥ overcall in tempo. The players agreed that East reached for the pass card in the bid box, then withdrew it. North jokingly commented on East's action and took the bid box, saying he would hold it until East was ready to bid. The total time for this exchange was from 30-60 seconds. N/S said the break in tempo made West's reopening double more attractive. West said he is a highly aggressive player who reopens with a double at nearly every opportunity. East said he passed the 1♥ overcall in the hope South would have no winning action.

**The Decision:** 2♣, down three, E/W +300. The Committee determined there was a break in tempo. Law 16A (Page [113](#)) does not allow West to take an action demonstrably suggested over a logical alternative. While acknowledging that with the hand in question this West would always reopen with a double, the Committee decided that pass was a logical alternative. If East held 4-6 hcp with a 3-2-5-3 distribution (very possible on this auction) further action by E/W would likely worsen their situation. The Committee decided it was not relevant what this West would do. Both pass and double are logical alternatives, and the double is

demonstrably suggested by the break in tempo.

Committee: Barry Rigal, chair, Mark Bartusek, Bart Bramley, Jerry Gaer and Chris Moll

*Editor:* A difficult case, made more so by when the Director was called. The timing problem certainly bothered one commentator.

**Stevenson:** “As a general rule a disputed break in tempo should be decided in favor of the players who allegedly broke tempo when the other side delays its request for a ruling considerably. The TD’s ruling was clearly correct since E/W could not be found. Furthermore, the non-offenders appear to have contributed to any break in tempo. For N/S to take this to appeal leaves a very nasty taste in the mouth and there seems little reason for them to get a ruling in their favor.”

**Cohen:** “Committee correct again.”

*Editor:* There is a problem with Stevenson’s comment. The Committee heard the evidence and had an opportunity to judge the credibility of the witnesses. He did not. I agree that the lateness of the Director call would lead me to presume no break in tempo, but the Committee was just as aware of this and decided there was a break in tempo. I am not willing to say they were wrong.

Keeping with our theme that reasonable people can disagree, we present:

**Treadwell:** “The Committee acknowledged that this West would always reopen with a double, yet ruled against him. I would go further and say any expert player would reopen with a double in a match point event - pass simply is not a logical alternative.”

## APPEALS CASE 6

**Subject:** Tempo

**Event:** Vanderbilt KO Teams

*First Round, March 22*

Board 8	Dave Ruderman		
Dlr: West	♠	K 9 8 7 3	
Vul: None	♥	4 2	
	♦	A 8 7 2	
	♣	3 2	
Gail Stanhope		John Lowenthal	
♠	A 10 6 5	♠	J
♥	7	♥	K Q J 10 6 5 3
♦	Q	♦	J 6 3
♣	A K J 10 8 5 4	♣	7 6
		Bob Klein	
	♠	Q 4 2	
	♥	A 9 8	
	♦	K 10 9 5 4	
	♣	Q 9	

<b>West</b>	<b>North</b>	<b>East</b>	<b>South</b>
1 ♣	1 ♠	4 ♥	Pass <sup>1</sup>
All Pass			
Result: Down 1, N/S +50			

### *Explanations*

1) Extended pause

**The Facts:** There was an agreed break in tempo before South passed 4♥. The ♠2 opening lead was won with dummy's ♠A. Declarer next played a heart to South's Ace, who then led the ♦5. North won the Ace, declarer playing the six, and returned a diamond. At this point E/W called the Director, who allowed play to continue. After the play the Director returned and ruled the table result would stand.

**The Appeal:** E/W appealed the ruling. They suggested the break in tempo promised high cards and suggested South would not have a singleton Spade. This made the defense of returning a diamond much easier.

**The Decision:** 4♥, down one, N/S +50. If East held three spades and at least two diamonds, then it was probable he would try for discards on the clubs before playing a trump. The low diamond lead from South (the J, 10 and 9 are missing) indicated he held the ♦K. If South wanted to ruff a spade, he would have led a high diamond.

The Committee then considered whether the appeal had substantial merit. The ♦5 lead at trick three strongly implied holding both a high diamond honor and spade length. This is a standard carding agreement that many players have and all experts assume. East is a player of such skill that he should have looked at the hand before bringing it to Committee and realized that there was no bridge logic to the appeal. Therefore, the Committee decided to retain the deposit.

Committee: Henry Bethe, chair, Dick Budd, Corinne Kirkham, Judy Randel, and Nancy Sachs.

Scribe: Jay Apfelbaum

*Editor:* Every panel member agreed with the merits of the decision, but some had a problem with keeping the deposit. (NOTE: The Board of Directors changed this policy at its Summer meeting. See Page 7 for details)

**Wolff:** “Agree with the decision (except for keeping the deposit). However, John Lowenthal presents an interesting sophisticated position, one that is probably ahead of its time. We’re not ready for it yet, but North was privy to unauthorized information, and though impossible to tell if it influenced him it was like chicken soup, ‘it didn’t hurt.’ Let’s recognize that, move on, but rather than keep John’s deposit let’s thank him for introducing us to the next millennium.”

**Rigal:** “I think retaining the deposit is wrong here; this is not such a straightforward case. Note in support of E/W that South did not shift to his lowest diamond, he played a fourth highest card. So the committee were putting reasoning into North’s mind unfairly; with the ♦6 and ♦4 out, North might have got this wrong. As against that, East might have also considered that the offending slow pass might have been based on contemplating doubling 4♥ - looking at that dummy and the North hand that is quite plausible. So the whole UI argument is irredeemably flawed - who knows what South was pausing for?”

**Stevenson:** “Why on earth should an appeal require ‘substantial’ merit? The ACBL should not discourage any appeal that has any merit whatsoever.”

*Editor:* I agree with Stevenson. ACBL should not discourage any appeal. Perhaps the problem is that our committees each have different ideas about what has merit. We should all work together to create standards in this area. Please see my suggestion on page 5. However, I disagree with Stevenson on what the standard should be. Too many players appeal whenever they disagree with a Director’s decision. They do not realize, perhaps, just how many people they inconvenience by their appeal. The entire field must wait to see the final results. The players who volunteer (and waste) their time serving on a committee. It is reasonable to require the appeal have substantial merit. However, the only way to find out if the appeal has any merit is to hear the case.

At least one panelist had no trouble keeping the money.

**Treadwell:** “Another absurd case totally lacking in merit. I am reluctant, as was the Committee apparently, to levy procedural penalties in KO events, but would certainly have handed out one in a MP event.”

*Editor:* And what does that leave for the Co-chair of our Laws Commission?

**Cohen:** “Can’t believe I agree with so many decisions.”

## APPEALS CASE 7

**Subject:** Tempo

**Event:** Stratified Open Pairs

### *Second Session, March 23*

Board 6      ♠ 9 7 5 3 Dir: East     ♥ 7 6 5 Vul: E-W      ♦ 5 2 ♣ K J 6 3 ♠ A 2                    ♠ Q ♥ J 2                    ♥ A K Q 10 9 8 4 3 ♦ A Q J 9 8            ♦ 10 ♣ 8 7 5 4                ♣ 10 9 2 ♠ K J 10 8 6 4 ♥ ♦ K 7 6 4 3 ♣ A Q	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">West</th> <th style="text-align: left;">North</th> <th style="text-align: left;">East</th> <th style="text-align: left;">South</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>4♣<sup>1</sup></td> <td>4♠</td> </tr> <tr> <td>5♥</td> <td>Pass</td> <td>Pass</td> <td>Db1<sup>2</sup></td> </tr> <tr> <td>Pass</td> <td>5♠</td> <td>Pass</td> <td>Pass</td> </tr> <tr> <td>6♥</td> <td>Db1</td> <td>All Pass</td> <td></td> </tr> <tr> <td colspan="4">Result: Down 2, N/S +500</td> </tr> </tbody> </table> <p><b>Explanations</b></p> <ol style="list-style-type: none"> <li>1) Strong heart preempt [Alerted]</li> <li>2) Break in tempo</li> </ol>	West	North	East	South			4♣ <sup>1</sup>	4♠	5♥	Pass	Pass	Db1 <sup>2</sup>	Pass	5♠	Pass	Pass	6♥	Db1	All Pass		Result: Down 2, N/S +500			
West	North	East	South																						
		4♣ <sup>1</sup>	4♠																						
5♥	Pass	Pass	Db1 <sup>2</sup>																						
Pass	5♠	Pass	Pass																						
6♥	Db1	All Pass																							
Result: Down 2, N/S +500																									

**The Facts:** There was an agreed break in tempo before South doubled. The Director ruled that under Law 16A (Page 113) the break in tempo demonstrably suggested 5♠ as an alternative to pass. He changed the contract to 5♥ doubled, down one, N/S +200. The Director considered the play would be the same at the five level as actually happened at 6♥.

**The Appeal:** N/S appealed. They suggested that pass was not a logical alternative when South doubled 5♥.

**The Decision:** 6♥ doubled, down two, N/S +500. Law 16A (Page 113) does not allow a player to choose from among logical alternative actions one that is demonstrably suggested by the unauthorized information. However, the information North observes in his own hand is authorized. The three small hearts make it clear South doubled on playing values rather than trump tricks. And the four spades strongly suggest South will have little defense in that suit. The Committee decided North did not violate Law 16A (Page 113), and Pass was not a logical alternative to bidding 5♠. Therefore, it had no reason to adjust the score.

Committee: Michael Huston, chair, Dick Budd, Doug Heron, Judy Randel and Ellen Seibert

Scribe: Jay Apfelbaum

*Editor:* Most of the comments favored the ruling, based on the committee write up. One would go further.

**Rigal:** "I like this committee ruling. North is obligated to continue to bid sensibly ('play Bridge') and bidding 5♠ with that hand is the sensible action. All the points the committee made are sensible."

**Cohen:** “West made a poor decision in the auction and tried to get it back in committee. Fine him, or her, two red points.”

*Editor:* Some agreed, sort of.

**Wolff:** “Barely agree to the decision, but would change it to E/W -500 in 6♥ doubled and N/S A+ (or +200) whichever is greater. North was not wrong to pull the first double but he was unjustly advantaged and should not be handed a maximum reward. Yes we need to change the focus and probably change some wording of the laws (a small price to pay for improvement and justice).”

*Editor:* Wolff is consistent. To his credit, he wants to make certain that no player can break tempo and profit. He also, correctly, acknowledges that his solution requires a change in the Law. It is here where his desire runs afoul of the human condition. Wolff, I think, asks for too much. Bridge is a thinking person’s game. All of us, on occasion, need time to think a problem through to an answer. ACBL has long pursued a policy of popularizing bridge for the masses. The great showmen of yesterday, Culbertson and Goren, pursued the same goal. If our game does not reflect the realities of human nature and find reasonable and easily understood ways to deal with these realities, I am concerned we will not have a game for very long.

And then there is the loyal opposition.

**Lortz:** “The committee seems to be trying to justify North’s bidding. that is not their job. If they wish to know what North did or did not know, then some judiciously phrased questions would be in order. As for the claim that ‘It is difficult to maintain an even tempo in high level auctions such as these’, I would say this: South need not be prepared for every continuation when he bids 4♠, but it surely isn’t asking too much for him to be prepared for the most likely continuation (5♥).”

*Editor:* Regarding the last point in his comment, Lortz is absolutely correct. It is a cause for concern that South would break tempo over the most likely continuation. If anyone thought that South’s action was deliberate, I am certain the committee would have reconvened as a disciplinary body. As it was, the committee understood North’s burden and felt that his hand made the choice clear.

## APPEALS CASE 8

**Subject:** Tempo

**Event:** 0–2000 KO, March 23

Board 35	♠ 8 7 3
Dlr: South	♥ J 9 6 3 2
Vul: E-W	♦ K 10 3
	♣ A 8
♠ K Q 10 6 5 2	♠ J 9 4
♥ A K Q 10	♥ 5 4
♦ —	♦ J 6 5 2
♣ J 10 4	♣ K 9 7 6
	♠ A
	♥ 8 7
	♦ A Q 9 8 7 4
	♣ Q 5 3 2

West	North	East	South
			1♦
Dbl	1♥	Pass	2♦
3♠	Pass	4♠	Pass <sup>1</sup>
Pass	5♦	Dbl	All Pass
Result: Down 1, E/W +100			

### *Explanations*

1) Break in tempo

**The Facts:** After East’s 4♠ call, South took so long to bid that North called for a Director. After a few minutes of no response, North excused himself from the table, cards in hand, seeking a Director. The Director spoke to North alone. Whatever advice he had was heard by only North, who returned to the table declaring: “The Director said that I’m not barred from the auction.” His 5♦ bid was doubled and set one trick. Everyone at the table felt that a ruling had been given, so there was no further action until the final comparison showed N/S’s team the winner. E/W’s team protested this hand to the same Director, who felt that it was not clear whether South was thinking of bidding or doubling. He ruled that the break in tempo did not demonstrably suggest to North one action over another. No adjustment.

**The Appeal:** E/W appealed. The other team heard about this protest only when they arrived for another protest in the same match. Beyond disagreeing with the Director, E/W offered no direct argument, but helped reconstruct events. North defended his action, saying that West’s strength and distribution were strongly suggested by the auction, as was South’s spade shortness. This argued for bidding further.

**The Decision:** 4♠, making four, E/W +620. North’s actions confirmed South’s hesitation. The Directors considered the appeal to be timely. The Committee noted that North could have prevented the problem by bidding 4♦ directly over 3♠, but the Committee could see how he may have feared pushing the opponents into game. The Committee was unhappy that the Director did not return to the table to handle the matter. They were somewhat puzzled why the Director would think that South’s huddle was not informative. North’s assessment was accurate, and the 5♦ call would be more attractive even if South were considering a double. The Committee disallowed the 5♦ bid, replacing it with the logical alternative of Pass.

Committee: Phil Brady, chair, Becky Rogers and Ellen Siebert

*Editor's Note:* Law 81C6 (Page [121](#)) allows this late ruling.

*Editor:* The comments all agreed with the final decision.

**Rigal:** “North’s actions are absurd, and should have been greeted with some sort of penalty. Having failed to bid 4♦, his 5♦ action is egregious (not that South had anything to think about). The committee were right on, the director’s ruling awful.”

**Cohen:** “This is the type of break in tempo a committee might consider assigning a procedural penalty. South has already show all his values and a six card suit. Unless the player has something under 300 masterpoints he should be severely chastised. Committee completely correct.”

*Editor:* Stevenson also agreed with the final decision, but not before having some very uncomplimentary things to say about the Director.

**Stevenson:** “The actions by the TD were appalling. When a player speaks to him privately he may or may not listen to him but he must return to the table with him to make the situation clear to the rest of the players. In fact what happened is exactly the sort of problem that is likely to result: North returned and made an unjustifiable and confusing comment. Furthermore, why were NS not told there was an appeal against the ruling?”

The TD said it was not clear whether the tempo break suggested bidding or doubling: the Appeals Committee said they were surprised the TD did not consider the tempo break informative, which is a strange comment when the TD has made it clear that he did believe it suggested one action or another. I wonder whether the Appeals Committee spoke to the actual TD: this is good practice, followed elsewhere in the world, and failure to do so probably caused the problems here. See Case [40](#).

It comes as something of a surprise that the Committee’s decision was correct at the end of it all – however to rule Director’s Error under Law 82C (Page [121](#)) would not be unreasonable, splitting the score to give NS -100, EW +620. The fact that this was KO teams should not affect the use of this Law.”

*Editor:* The last paragraph brings something new to the table. Conceptually, it is difficult to give a split award in a KO event. Any IMP adjustment to one side must accrue to the other. However, a split award is permitted by Law 86B (Page [121](#)), which also specifies how it should be handled.

On the merits of a split result, the committee found there was a break in tempo. It determined that pass was a logical alternative and decided accordingly. Stevenson and Wolff support giving less protection to the non-offenders, but my comment in Case [3](#) (Page [17](#)) applies here as well.

## APPEALS CASE 9

**Subject:** Tempo

**Event:** Stratified BAM

### *Second Session, March 23*

Board 21	♠	Q J 6
Dlr: North	♥	K Q J 5 3
Vul: N-S	♦	A 10 3
	♣	J 7
♠	5	♠ K 8 7 3
♥	8 6	♥ 10 9 7
♦	K Q J 8 6 2	♦ 9 7 5
♣	A K 10 2	♣ Q 8 4
	♠	A 10 9 4 2
	♥	A 4 2
	♦	4
	♣	9 6 5 3

West	North	East	South
	1 ♥	Pass	1 ♠
2 ♦	Dbl <sup>1</sup>	Pass	2 ♥ <sup>2</sup>
Pass <sup>2</sup>	Pass	3 ♦	All Pass
Result: Made 3, E/W +110			

#### *Explanations*

- 1) Support double
- 2) Break in tempo

**The Facts:** There was a break in tempo before South bid 2♥ and another before West passed. The Director ruled that West's break in tempo demonstrably suggested further action by East and that pass was a logical alternative. The Director changed the result to 2♥, by North, making 5 for N/S +200.

**The Appeal:** E/W appealed, and were the only players present at the hearing. They admitted West did break tempo slightly before passing, but pointed out that South also broke tempo. East said he bid 3♦ because the auction indicated major-suit shortness in West's hand. And the support double gave N/S a chance to bid a game, but they did not do so.

**The Decision:** 2♥, made five, N/S +200. The Committee determined that West broke tempo before passing South's 2♥ bid. This demonstrably suggested extra values. East's hand has poor values, and pass is a logical alternative. The unauthorized information made 3♦ much more attractive. The Committee changed the contract to 2♥, and also decided that under either Law 12C2 (Page 112) test, North would make eleven tricks. E/W had about 150 masterpoints, so the Committee chose to educate this inexperienced pair on their duties following a break in tempo.

Committee: Peggy Sutherlin, chair, Harvey Brody, Dick Budd, Abby Heitner and Ellen Siebert

*Editor:* Has this committee properly applied the different tests of Law 12C2 (Page 112)? I think not. East is on lead against 2♥, and there is no reason to think he/she will lead a club. So, North wins the A♦. At matchpoints, and particularly Board-a-Match, overtricks are often at a premium. A reasonable North might lead the Q♠ at trick two. If East covers, declarer leads a heart to hand, ruffs a diamond with the A♥, and draws

trump for twelve tricks. If East does not cover, declarer ruffs a diamond and draws trump before repeating the spade finesse. Twelve tricks again.

The non-offending side gets the most favorable result that is likely, and the offending side gets the most unfavorable result that is probable. I think both tests lead to N/S +230. What do the commentators think? (NOTE: I sent this comment to the panel for their thoughts.)

**Stevenson:** “I agree with the editor about the analysis of the hand.”

**Rigal:** “I can’t get too worked up about the overtrick (I might have checked the frequencies to see how many pairs made 12 tricks and based the ruling on that). East’s statements imply that although inexperienced he had all the instincts of a lawyer - and I would have made some very strong statement to discourage him from bringing such a frivolous appeal again. People have to be taught that this sort of behavior is unacceptable.”

**Treadwell:** “I don’t think it is ‘likely’ that North would find the line of play suggested by the Editor to take 12 tricks. I agree with the +200 assigned by the Committee.”

**Cohen:** “Committee right on again. *Vis à vis* Jay’s comment, if this N/S pair sold out to 3♦, I don’t believe they are capable of making six hearts. I do not believe twelve tricks is a likely score for this pair.”

*Editor:* Cohen makes a good point. The Committee was in a position to judge whether this North had the skill to make twelve tricks. With N/S willing to defend 3♦, their skill does come into question. The write up indicates that the Committee considered how the play would go in a heart contract. My personal inclination still is to give N/S the benefit of the doubt and +230, but as I was not at the hearing it may be better to trust the judgment of those who were there.

## APPEALS CASE 10

**Subject:** Tempo

**Event:** NABC+ Mixed Pairs

### *First Qualifying Session, March 24*

Board 2	Roni Gitchel	
Dlr: East	♠ Q 8 7 2	
Vul: N-S	♥ —	
	♦ A Q 6 4 2	
	♣ A 7 5 3	
Barbara Berwick	Bill Heid	
♠ A 6 4 3	♠ K 9	
♥ A J 8 5	♥ K Q 10 3 2	
♦ J	♦ 8 3	
♣ Q 9 8 6	♣ J 10 4 2	
	Brian Ellis	
	♠ J 10 5	
	♥ 9 7 6 4	
	♦ K 10 9 7 5	
	♣ K	

West	North	East	South
		Pass	Pass
1♥	Dbl	4♥	Pass <sup>1</sup>
Pass	Dbl	Pass	5♦
Dbl	All Pass		
Result: Made 5, N/S +750			

### *Explanations*

1) Break in tempo

**The Facts:** There was an agreed break in tempo by South before passing East's 4♥ bid. The Stop Card was used. The Director was called after the hand was finished, and after consultation ruled the contract would be 4♥, making four, E/W +420.

**The Appeal:** N/S appealed, suggesting the North hand held sufficient distribution and values to compete.

**The Decision:** 4♥, making four, E/W +420. Law 16A (Page 113) prohibits a player from choosing from among logical alternatives a bid that is suggested over another by the unauthorized information. In this case, North's action was made 100% clear by the unauthorized information. Pass was a logical alternative not suggested by the break in tempo. The Committee then considered whether to retain the deposit. They found the appeal to be without any substantial merit and decided to retain the deposit. (EDITOR'S NOTE: The Board of Directors changed this policy at its Summer meeting. See Page 7 for details)

Committee: Martin Caley, chair, Doug Doub, Michael Huston, Judy Randel and Riggs Thayer

*Editor:* This hand presents an interesting question. When this appeal was heard, N/S discussed only whether North should be permitted to double 4♥. They did not discuss what would happen in defense of 4♥. I looked at this hand, and it seems to me that 4♥ can be defeated on either a spade or club lead. On a club lead, South can ruff North's second club, return a diamond and then ruff North's third club for down one. On a spade lead, the defense will prevail if they continue to play spades at every

opportunity unless South gets the chance to ruff a club. Declarer runs out of trump before he can set up his club suit. An opening diamond lead allows the contract to make, but that is an unlikely choice.

Usually, appeal committees will not go deeply into the bidding or play of a hand unless a party makes an argument requiring it or at least suggests there is something to analyze. Part of the reason for this is that a committee has to evaluate a player's skill. Someone less skilled is less likely to make a point based on a sophisticated analysis. In practice, this approach has proven very sensible. However, every rule has exceptions.

This hand may present such an exception. N/S appealed because they sincerely felt (however misguidedly) the ruling was in error. North thought she should be allowed to double. Our policy forces N/S to make a very complex argument. Their second argument, that normal defense defeats 4♥, is not something one usually thinks of when your primary position is that you should be allowed to double. Attorneys do this for a living. I wonder how many of us could do it.

I distributed this statement to the commentators for their input. Some thought the committee should have considered the play more closely despite N/S's failure to address the issue. Not all, however:

**Lortz:** "It is not the committee's job to make the plaintiffs' case for them. That the director assigned +420 to a 4H contract is more fuel for the argument against abolishing appeals committees. Nevertheless, it is the players' responsibility to register an objection. On the evidence presented, +420, keep the deposit."

**Polisner:** "I agree that it is probable that 4♥ would fail; however, I am not inclined to rule that way when N/S created the situation which prevented them from actually earning that result at the table."

**Rigal:** "Well done by the committee to retain the deposit in this vexatious appeal. I think 4♥ might make if declarer wins the spade lead and takes one trump in hand then leads a club to the jack and king. Might the defense not try to cash two diamonds now? Declarer ruffs and draws trump then gives up a club. Certainly N/S get -420; I think I could be persuaded to let E/W keep 420, or some lesser amount!"

*Editor:* Others thought the defense sufficiently clear that the committee should have considered it.

**Huston:** "Apfelbaum makes an interesting point. When does a Committee impose a line of defense not suggested by the players at the table (who are present at the hearing)? I think it is a grey area. However, on this hand, it is not absolutely obvious that with a Spade lead N-S will continue Spades at every opportunity (unless able to take a ruff profitably)."

**Treadwell:** "Again, I don't think it is 'likely' that N/S would defend so poorly as to allow E/W to make ten tricks. So although I agree with the Committee decision to disallow the double of 4♥ because of South's hesitation (it's a close call) I think the score should be 4♥ down one for both sides."

**Cohen:** "Finally have a disagreement with a committee. E/W are not entitled to

+420. Perhaps a split score of -50 to E/W and -420 to N/S.”

*Editor:* Wolff used this case to make a suggestion for future handling of appeals.

**Wolff:** “The editor’s excellent commentary leads me to even be more sure of; if at all possible the committee chairman should receive the case in advance of the hearing (even if only 15 minutes) in order to sort out the facts and possible rulings. Please don’t say that this is impractical since if we stop the tempo violations and the players who want something for nothing appeals will be reduced which will allow more time.”

*Editor:* I believe Wolff’s idea is generally good, but it does present certain problems. Each party to the appeal must feel they will get a fair hearing in front of a committee that has not prejudged their case. This appearance of fairness is more important than the fact. The chair may preview the case, but it would be improper to interview the parties prior to the hearing. Any statement from the chair about the merits of the appeal would destroy, at the least, the appearance of fairness.

Our Directors are told to not discourage an appeal. This is appropriate, as Directors must remain neutral persons. Therefore, I would suggest someone who is not a Director and who will not serve on the committee act as advisor for those parties who want the help. The advisor may not attend the hearing, but can help the parties organize their thoughts. In the right case, they may be able to show an appellant that withdrawing the appeal is a good idea.

## APPEALS CASE 11

**Subject:** Tempo

**Event:** National Mixed Pairs

*Second Final Session, March 25*

Board 17	JoAnna Stansby	
Dir: North	♠ J 9 8	
Vul: None	♥ Q 3	
	♦ K Q J 8 5	
	♣ A 7 4	
Bill Sides	Beverly Rosenberg	
♠ A 5 4 3 2	♠ K Q 10	
♥ J 10 7 6 2	♥ A K 9 4	
♦ 6 3	♦ 10 9	
♣ 10	♣ J 9 8 6	
	Michael Shuster	
	♠ 7 6	
	♥ 8 5	
	♦ A 7 4 2	
	♣ K Q 5 3 2	

West	North	East	South
	1NT <sup>1</sup>	Pass	Pass
2♦ <sup>2</sup>	Dbl	3♥	4♦
Pass	Pass	Dbl <sup>3</sup>	Pass
4♥	All Pass		
Result: Made 6, E/W +480			

### *Explanations*

- 1) 12-14 hcp
- 2) Major suits
- 3) Break in tempo

**The Facts:** N/S called for the Director when West bid 4♥. After the hand, the Director determined that East doubled after a break in tempo. E/W told the Director that the double, by agreement, meant for West to “do something intelligent.” The Director reasoned that after West passes South’s 4♦ bid the double must indicate a willingness to defend. Therefore, pass had to be a logical alternative. He changed the result to 4♦, doubled, by South, down 1, E/W +100.

**The Appeal:** E/W appealed. East admitted there was a slight break in tempo (about 5 seconds) while she considered her options. If West was 5-4 in the majors he would bid game as her double did not necessarily show high card points. West stated that pass was not a logical alternative when East does not bid over 1NT (double shows 15+ hcp). West also said that had East taken a long time before doubling he would have been duty-bound to pass. N/S said the break in tempo demonstrably suggested bidding instead of defending 4♦. Finally, they offered several possible East hands that would make passing the double the winning choice.

**The Decision:** 4♥, making six, E/W +480. The Committee decided there was a break in tempo before East doubled 4♦. This unauthorized information demonstrably suggested that West bid, rather than pass, over East’s double. The Committee considered the bidding and the possible location for East’s high card points, and decided that pass was not a logical alternative for West. First, his hand was 5-5, weak, and more suited for offense. Second, East did not double 1NT (limiting her hand) and did bid 3♥ over West’s bid of 2♦. Third, the auction strongly suggests East has at most 2 diamonds. And fourth, if East was more distributional the bidding probably would have gone differently.

Committee: Ed Lazarus, chair, Lowell Andrews, Mary Jane Farrell, Bill Laubenheimer and Riggs Thayer

*Editor:* I suggest we put aside for the moment whether pass is a logical alternative for West. The first test for any Director or Committee should be whether East made extraneous information available to her partner that may suggest a call or play (Law 16A at Page 113). Examine the hand and auction. South chose to bid 4♦ after his partner doubled West's bid of 2♦. West has authorized information allowing him to conclude that N/S have at least nine diamonds between them. East passed over North's bid of 1NT, so West has authorized information to conclude that East's hand is limited. Finally, East's bid of 3♥ gave West authorized information to conclude she had at least four card heart support. If these were the only inferences made available by the break in tempo I would agree with the Committee's decision, although for different reasons.

However, the break in tempo does give unauthorized information about the placement of East's high card points. An "in tempo" double might indicate that most of East's strength is in the minor suits and is, therefore, better suited for defense. The slow double carries the inference that East's strength could easily be useful on offense. For example, change the ♠Q to the ♣Q (same distribution) and passing the double of 4♦ is the winning action. This inference about the location of East's high card strength is not authorized.

I do not suggest for an instant West actually considered the possibility that East's break in tempo might mean her high card points were in the major suits rather than the minors. I merely suggest this inference is logical, and that some number of West's peers would infer exactly so and pass over an "in tempo" double.

Let us see what our commentators have to say. (NOTE: I sent this comment to the panel for their thoughts.)

**Lortz:** "The Editor's comment is right on target. It's sooo easy to (subconsciously) rationalize your actions as West. In ruling against E/W, we are not saying that this West did anything nefarious, just that such a chain of reasoning could be available on the tempo."

**Huston:** "Disagree with Committee, agree with Apfelbaum. The hesitation suggests action (presumably because of value which is both offensive and defensive). He did not have much high-card value for his balance, but apparently his partner is used to this (look at the 3♥ call). Let's make West's peer group up of people who know that their partners might bid only 3♥ with East's cards. Then let's let him hear the slow double of 4♦. The double implies minor-suit defense and the tempo suggests otherwise. Certainly, East does not have a hand where he is willing to bet that he has pushed the opponents to an excellent contract to defend, e.g. Qxx, Kxxx, Ax, KJxx. If East holds that hand, West is in serious jeopardy in 4♥ and defending 4♦ might be best. If the hesitation suggests this is not his hand (and it does), I would not let West pull the double."

**Rigal:** “The comment in the appeal about a five second pause should be enough to hang E/W; of course there was a hesitation. Moreover this is a terrible decision; E/W should be made to defend 4♦, doubled. The editor’s comments are spot on, but somewhat understated. Might North have only KQJx of diamonds? Of course he might. Partner could be MUCH more suited for defense and it is only the slow double that tells you this is not the case. This is a bad hesitation and a terrible removal. E/W were lucky not to get a procedural penalty in my opinion and the committee needs to look into their souls deeply on this one.

**Cohen:** “I think the committee missed the boat on this one. E/W +100 is the correct decision. Compliments to the Director.”

*Editor:* Stevenson brings a more worldly approach to this case.

**Stevenson:** “Under ACBL interpretations of a logical alternative pass is certainly a logical alternative because a small number of people would consider it with the West hand, and one or two might find it. Thus the Appeal Committee’s decision is wrong. However, it is because of rulings like this that the Rest of the World uses a less stringent interpretation of a logical alternative. N/S were not really damaged by West pulling a double that nearly everyone would pull, and a shift in the ACBL’s interpretation towards the standards in the Rest of the World would make such rulings demonstrably fairer. Compare Cases [15](#) and [17](#).

I do not understand the Editor’s Comment but this is a simple case of

[A] Was there an LA? Yes, pass of the double is an LA in the ACBL.

[B] Was there UI? Yes, an agreed tempo break.

[C] Did the UI suggest the chosen action [4♥] over the LA? Yes, a slow double shows some doubt.”

*Editor:* They do different things in other parts of the world. While I have no doubt that logical alternative is defined differently in Europe than in North America, it seems wrong to assume that either definition is better than the other. Many years ago ACBL used a looser definition, rather more like the European standard described by Stevenson. Our Laws Commission changed that to the stricter standard we use today. And any change in our approach will be up to that body.

On the merits, my comments in Case [3](#) (page [17](#)) are worth another mention. The Laws of Bridge are designed to make the game fair to all. A level playing field. Active Ethics is designed to support this goal. We tell our opponents everything about our agreements. Again, a level playing field. The problem with extraneous information is that partner is almost always in a better position to interpret the behavior than the opponents. The extraneous information does not give us a level playing field - it gives us exactly the opposite.

If our rules are supposed to give all of us a level playing field, then any pair that (even accidentally) gains a competitive advantage through a violation should forfeit that advantage.

However, not every panel member thought the committee was wrong.

**Treadwell:** “The Committee got this exactly right - pass is not a logical alternative for West in view of the authorized information available to him. Let’s play bridge!”

*Editor:* Finally, we have a panel member who wants to know more.

**Polisner:** “If the tempo was ‘*about five seconds*’, I do not believe that this should be considered improper tempo in this auction unless West and/or North took some time before passing, which would have given East some time to think about her action. We shouldn’t love sight of the fact that bridge is a thinking person’s game and by forcing instantaneous calls — or risk an adjusted score if you are right — takes too much away from the game. I believe that pulling with the West hand is reasonable, although I would need more facts to be sure of how I would decide the case in committee.”

*Editor:* While everything Polisner says is correct, he was not at the hearing. When it comes to questions of fact, I believe we should trust the committee’s judgment.

## APPEALS CASE 12

**Subject:** Tempo

**Event:** NABC+ Open Pairs II

*Afternoon Session, March 26*

Board 28	Eunice Rosen
Dlr: West	♠ Q
Vul: N-S	♥ Q
	♦ K 10 9 6 4 2
	♣ A Q 6 3 2
Anne Hoffman	Jade Barrett
♠ 9 4 2	♠ K J 7 6 3
♥ K J 9 8 7 4	♥ 10 6 2
♦ J 8	♦ Q 7 5
♣ 9 8	♣ K J
	William Rosen
	♠ A 10 8 5
	♥ A 5 3
	♦ A 3
	♣ 10 7 5 4

West	North	East	South
Pass	1♦	2♠ <sup>1</sup>	3NT
Pass	4♣	Pass	4♥
Dbl	5♣ <sup>2</sup>	Pass	6♣
All Pass			
Result: Made 6, N/S +1370			

### *Explanations*

- 1) Weak, may be undisciplined
- 2) Break in tempo

**The Facts:** North thought for about a minute after South's 4♥ bid, prompting South to tell North to "bid something." North bid 5♣, and South raised to 6♣. The Director was called during the auction. After the hand was finished, South told the Director that he did not care what North bid so far as slam was concerned. His only question was whether N/S would get to a grand slam. The Director ruled that the break in tempo demonstrably suggested bidding on and that pass was a logical alternative. The contract was changed to 5♣, making six, N/S +620.

**The Appeal:** E/W appeared for the screening, but not for the appeal. N/S stated they are married, and that she is a slow player while he is a former world champion. His remark to North is not unusual in their partnership. South said his exact words were "do something." He expected to get to slam regardless what North did next. North should be 6-5 in the minor suits for this auction. North stated she made the wrong call when she bid 5♣. She should have redoubled.

**The Decision:** 6♣, making six, N/S +1370. South was told that his remark to North to "do something" was improper. However, the remark was not relevant to the tempo problem. It is not clear what the break in tempo suggested. The implications about North's failure to pass the double were not clear, although some inferences (e.g., no redouble) were available. 5♣ was not a forward going call. Other calls were more forward going. If pass was less forward going, then any inference from the hesitation is unclear. The Committee found that the break in tempo conveyed little or no information.

The Committee discussed the issue of logical alternative. They agreed that

North's 4♣ was a slam try. While there are hands where five of a minor may make and 3NT fail, it is not sound theory at matchpoints to remove a viable 3NT contract to get to minor suit game. South's Aces have enormous value, the four card trump support in Clubs is excellent, and the doubleton diamond is the best length of suit. Therefore, the Committee found there was no logical alternative to bidding 6♣. The deposit was returned.

Committee: Michael Huston, chair, Mark Bartusek, Jeff Meckstroth, Barry Rigal and David Treadwell

*Editor:* Not every panel member chose to comment on this case, but those who did comment agreed with the decision. Polisner sums the case up nicely.

**Polisner:** "I don't agree with the Committee that 4♣ is a slam try; however, if it was, 6♣ is clear. Even if 4♣ is not a slam try, matchpoints requires a 6♣ bid with three aces."

**Cohen:** "Seem right."

*Editor:* The Board of Directors changed its policy of requiring a \$50 deposit for certain appeals at its Summer meeting. See Page 7 for details.

## APPEALS CASE 13

**Subject:** Tempo

**Event:** NABC+ Open II

*First Final Session, March 27*

Board 22	Allan Falk		
Dlr: East	♠ 5 4		
Vul: E-W	♥ 8 5		
	♦ 7 5 4 2		
	♣ 9 8 7 4 3		
Michael Schneider	Erik Secan		
♠ 9 8	♠ K Q 10 6 2		
♥ A J 9 2	♥ K Q 6		
♦ A K 3	♦ J 10 8		
♣ A J 10 6	♣ K Q		
	Lloyd Arvedon		
	♠ A J 7 3		
	♥ 10 7 4 3		
	♦ Q 9 6		
	♣ 5 2		

West	North	East	South
		1♠	Pass
2♣	Pass	2♠	Pass
4NT <sup>1</sup>	Pass	5♣ <sup>2</sup>	Pass
5♦ <sup>3</sup>	Pass	6♣ <sup>4</sup>	Pass
6♠ <sup>5</sup>	Pass	6NT	All Pass
Result: Made 6, E/W +1440			

### *Explanations*

- 1) Quantitative
- 2) Accepting and showing  
1 or 4 Aces (including ♠K)
- 3) Asks about ♠Q
- 4) Shows ♠Q and ♣K
- 5) Break in tempo

**The Facts:** West broke tempo before bidding 6♠. N/S called for the Director who, after the hand was finished, disallowed the 6NT bid and changed the result to 6♠, down 1, N/S +100.

**The Appeal:** E/W appeared for the hearing. South briefly appeared for N/S, but left after finishing his testimony. E/W denied there was a break in tempo. They pointed out the entire auction was slow. Both players took an especially long time before the 5♣, 5♦ and 6♠ calls. E/W stated 4NT was quantitative after East's 2♠ rebid (2NT would be game forcing). East said he decided to respond to 4NT (keycard in spades) as part of accepting the invitation. It might be the best way to get to a making grand slam. E/W did not bring any system notes to the hearing. South said that if 4NT was quantitative, then 6NT was an obvious choice and a grand slam was unlikely.

**The Decision:** 6♠, down one, N/S +100. They decided that West intended 4NT as quantitative but that East did not treat it as quantitative. The Committee did not find persuasive the E/W testimony. East could have bid 6NT directly over 4NT. The hesitation before the 6♠ bid demonstrably suggested doubt about playing in that contract, and suggested that another contract might be more successful. The 6♠ bid does not suggest this. Finally, the slow pace of the auction did not persuade the Committee that West's break in tempo before bidding 6♠ did not convey any extra information.

If E/W had brought their system notes, the Committee might have decided differently.

Committee: Ed Lazarus, chair, Mark Bartusek, Bruce Keidan, Jeff Meckstroth and Lou Reich

*Editor:* Some of the panel members were neutral about this case. Those that decided to comment favored the decision, but Rigal gives all of us some good advice. If the meaning of a bid is going to be questioned, bring your system notes with you to the hearing.

**Rigal:** “I think E/W were slightly harshly ruled against here. If 4NT is quantitative East has a clear-cut conversion. But the absence of system notes and East’s previous bidding probably make the committee’s ruling the right one.”

**Cohen:** “Correct again.”

## APPEALS CASE 14

**Subject:** Tempo

**Event:** NABC+ Open Pairs II

*Second Final Session, March 27*

Board 14	Paul Munafo	
Dir: East	♠ 8	
Vul: None	♥ K Q 7	
	♦ 10 9 6 2	
	♣ A Q J 9 7	
Farid Assemi	Edward Wojewoda	
♠ 9 7 3	♠ J 6 5 4	
♥ A J 8 4 3 2	♥ 9 6	
♦ 8 5 4	♦ K Q J	
♣ 6	♣ 10 8 5 3	
	John Potter	
	♠ A K Q 10 2	
	♥ 10 5	
	♦ A 7 3	
	♣ K 4 2	

West	North	East	South
		Pass	1NT
Dbl <sup>1</sup>	Rdbl	Pass	Pass
2♥	Dbl <sup>2</sup>	Pass	3♠
Pass	3NT	All Pass	
Result: Made 5, N/S +460			

### *Explanations*

- 1) Single suited hand
- 2) Break in tempo

**The Facts:** E/W called for the Director when South bid 3♠. N/S told the Director that North's double, following his redouble, was competitive and allowed South to pass or bid his own suit. The Director changed the contract to 2♥, doubled, down 2, N/S +300, because the break in tempo suggested indecision.

**The Appeal:** N/S appealed. They repeated their claim that North's double, following his redouble, was not for penalties. It showed general values and allowed South to either pass or bid his own suit. E/W stated that North waited a considerable time before doubling 2♥, while N/S said the break was only minor.

**The Decision:** 3NT, made five, N/S +460. The Committee considered the meaning of North's auction, and decided to believe that the double was cooperative as described by N/S. South's 3♠ bid was consistent with this interpretation, as were N/S's efforts to inform the Director. The Committee also decided that removing the double was clear on the South hand, and that 3♠ in particular was clear. South properly took this opportunity to show his good five card suit. On the previous round he was in 1NT, redoubled. Removing the redouble could show a weak hand, and South has full values for his bid.

Committee: Barry Rigal, chair, Martin Caley, Stasha Cohen, Doug Doub and Mary Hardy

Scribe: Jay Apfelbaum

*Editor:* This case provoked extreme disagreement between our panel members,

but those who agreed chose not to comment. Stevenson mostly agreed with the decision.

**Stevenson:** “Was the double that N/S say is not for penalties alerted?”

*Editor:* There is no answer here. A cooperative double should be alerted, but the write up is silent on this point. My reaction is that if the players made no mention of it to the committee and the committee made no mention of it in the write up, there is probably no issue to explore. However, I am often wrong about these things.

The next group succinctly states the opposition.

**Cohen:** “Why, if South was full value for his call over partner’s redouble, would he not pass the double of 2♥? Let’s fact it, North put his partner in the ringer when he ‘slow’ doubled. N/S +300 is my call.”

**Polisner:** “Why did the Committee believe N/S’s explanation of North’s double without system notes to substantiate it? See Case 13 when the opposite was the result.”

*Editor:* An excellent point. If we will not accept an appellants’ statement of their system in some cases, but will in others, we are being inconsistent. Our committees should demand documentary proof of system understandings. At least one panel member agrees.

**Lortz:** “How could passing not be a logical alternative? Having redoubled, wouldn’t a subsequent pass be ‘cooperative’ and forcing? I find the N/S testimony self-serving. It may be entirely SINCERE, but we should, as a matter of policy ignore it since it is unsubstantiated. The committee seemed more intent on finding reasons to validate South’s bid rather than probe for reasons to disallow it.”

## APPEALS CASE 15

**Subject:** Tempo

**Event:** Flight A Pairs

*Afternoon Session, March 28*

Board 20	Maurice De La Salle	
Dlr: West	♠	A Q 4 2
Vul: Both	♥	A 8 6 4
	♦	—
	♣	10 8 6 4 2
Penny Berman	Don Krauss	
	♠	10 6 5 3
	♥	Q 10 9
	♦	J 8 7 3
	♣	9 5
	♠	K 7
	♥	7 5
	♦	A Q 10 6 5 4 2
	♣	Q J
	Susan Culham	
	♠	J 9 8
	♥	K J 3 2
	♦	K 9
	♣	A K 7 3

West	North	East	South
Pass	1♣	1♦	1♥
Pass	2♥	3♦	Dbl <sup>1</sup>
Pass	3♥	Pass	4♥
All Pass			
Result: Made 5, N/S +650			

### *Explanations*

1) Break in tempo

**The Facts:** South broke tempo before doubling East's 3♦ bid. The Director determined there was an agreed break in tempo, then allowed play to finish. Afterwards, the Director ruled that Pass was a logical alternative for North and changed the contract to 3♦, doubled, down two, N/S +500.

**The Appeal:** N/S appealed. North stated he had opened a sub-minimum hand. He was concerned 3♦ would make.

**The Decision:** 3♦, doubled, down two, N/S +500. The break in tempo demonstrably suggested a poorer diamond holding than the double, and this information is unauthorized for North. Law 16 (Page 113) states that a player cannot choose a logical alternative suggested by unauthorized information. Pass is a logical alternative for North, who despite holding only 10 hcp has 2 defensive tricks. The Committee felt the appeal was without substantial merit. In view of N/S's relative inexperience at this level, they elected to educate them about the obligations imposed by the Laws.

Committee: Phil Brady, chair, Lowell Andrews and Mark Bartusek

*Editor:* This case brings out the extreme in all of us. How many of us would pass a clear (loud?), prompt double of 3♦? Now, how many of us would pass a tentative, slow double of 3♦? The test is in the answer to the first question. It is the sort of question that divides opinion.

**Stevenson:** "I find it difficult to believe that anyone would even consider passing with the North hand. Even if the ruling is correct it shows the harshness of this type

of ruling since E/W were not really damaged by North taking a near-automatic action. Compare Cases 11 and 17.”

**Rigal:** “No, no no. North has a (sub) minimum opening with four trumps when she might only have three, and a diamond void for heaven’s sake! Bidding 3♥ is absolutely 100% automatic facing any tempo of double, and failing to do so would be to stop playing Bridge. Appalling ruling.”

**Polisner:** “I not only think that this appeal had merit, but I would allow the table result to stand. I am concerned that we are going too far with the ‘*he/she who hesitates is lost*’ or *will lose* in committee. Bridge is a thinking person’s game and some of us think more slowly than others — especially players with a relative lack of experience.”

**Cohen:** “This one is not as clear cut as the Committee seems to make it. How many would pass an in tempo double? E/W rate to have at least nine diamonds, and N/S have at least eight and maybe nine hearts. What does the ‘Law’ say about that Larry? The Committee was right to educate, but I hope they trod softly.”

*Editor:* Cohen strikes a good middle ground. Many committee members will gladly say they would never consider making this bid or that play, but add it is not clear cut. These same people say that because of the break in tempo others might seriously consider the action. The right answer lies in first excluding the extraneous information. In the absence of the break in tempo, might a player of similar skill actually take the bid or play?

There remains Huston’s opinion, which although brief may represent the dominant view.

**Huston:** “Excellent write-up and excellent decision.”

## APPEALS CASE 16

**Subject:** Tempo

**Event:** NABC+ National Swiss Teams

### Second Session, March 29

Board 26	Peter Sun
Dir: East	♠ K J 4
Vul: Both	♥ A 6 5 2
	♦ K
	♣ K Q 8 4 2
Mark Molson	Harry Tudor
♠ 10 9 6 3 2	♠ A 8 5
♥ 8	♥ Q
♦ Q 6	♦ A 10 9 5 4 2
♣ J 9 7 6 3	♣ A 10 5
	Jim Liu
	♠ Q 7
	♥ K J 10 9 7 4 3
	♦ J 8 7 3
	♣ —

West	North	East	South
		1 ♦	2 ♥
Pass	4 ♥	Dbl	Pass
4 ♠	Dbl <sup>1</sup>	Pass	5 ♥
Pass	Pass	Dbl	All Pass
Result: Made 5, N/S +850			

### *Explanations*

1) Break in tempo

**The Facts:** There was an agreed break in tempo before North doubled 4♠. The Director was called when the hand was finished. He ruled (Law 16, Page 113) the break in tempo demonstrably suggested doubt about defeating 4♠, and that pass was a logical alternative. The Director ruled the contract would be 4♠, doubled, down two, N/S +500.

**The Appeal:** N/S appealed, E/W not appearing. They agreed that pass was a logical alternative for South, but suggested that normal defense would give them six tricks and plus 800.

**The Decision:** 4♠, doubled, down two, N/S +500. They considered both the defense suggested by N/S (♣K lead, ruffed; Heart to North's Ace; ♣Q then club ruff; Diamond to North's King and the Ace in Dummy) and a second defense (♥A lead followed by the ♣K shift, leading to down 2). First, the Committee decided that a split result was possible. Law 12C2 (Page 112) applies different standards to decide what score to assign the parties. The Committee decided that the ♦K would be led. And the most likely play by Declarer (given his high caliber) after winning the ♦A was to lead a small spade from Dummy. That would endplay North and guarantee E/W eight tricks. Therefore, under either standard the Declarer would take eight tricks.

Committee: Karen Allison, chair, Mark Bartusek, John Solodar, Riggs Thayer and David Treadwell

Scribe: Jay Apfelbaum

*Editor:* A relatively easy decision to disallow the 5♥ bid. South has six fast losers and the worst possible length in spades. On the auction, we would expect North to have considerable defense against a spade contract. Any club honors in North's hand work on defense but have no value on offense. Only the break in tempo counsels against defending. The panel members all agreed on this much, but the play presented an interesting problem.

**Stevenson:** "The line of play given by the Appeals Committee is wrong. After ♣K ruffed, heart to the ace, ♣Q, club ruff, diamond then West has a guess in the diamond suit. If he misguesses and plays the queen then he will lose another spade and diamond whatever he does. A small spade from dummy at this point guarantees seven tricks, not eight. However, since E/W were the non-offenders it is reasonable to give them the benefit of the doubt and allow them to guess the diamond suit correctly."

**Rigal:** "I do not think that a slow double makes the 5♥ bid more attractive. Your assets argue well for defense. I am not sure I would have prevented South from bidding 5♥. The actual scenario is close to what South might expect. I can't get excited about the third undertrick here; -500 seems right, but the line of play suggested by the Appeals Committee is absurd if declarer has a 3-6-4-0 shape. Or is West in the play of 4♠ allowed to take advantage of the knowledge that South has extra shape from the (canceled) auction?"

**Cohen:** "No disagreement here."

*Editor:* One panel member asks why the deposit was returned.

**Huston:** "If a Committee adopts a line of defense suggested by appellants and finds that appellants do not come to the number of tricks that they appealed for, then shouldn't the money be forfeited? The appellants are expected to do some self-screening so that only legitimate appeals come before committees. Or was this a case of the Committee unsure about whether East would underlead the Spade when in with the Diamond Ace, which would lose if South were 3-7-3-0 with QJ7 of Spades? South could then give North a Diamond ruff with his last Spade. I agree with the ultimate decision of the Committee but am uneasy with the Committee's finding that the 'most likely' play by declarer on winning the Diamond Ace would be to underlead the Spade Ace, though even if not most likely, it would still meet the criterion for the adjustment the Committee made. If the Committee really thought that it was 'most likely', then why was forfeiture not discussed?"

*Editor:* Committees will forfeit a deposit only in the most obvious cases. At Reno, committees were told, roughly, to retain the deposit only if each member could look at each other and wonder why they were there. Understanding the play in 4♠, doubled, requires a complex analysis. Under the standard provided, there was no reason to consider forfeiture.

## APPEALS CASE 17

**Subject:** Tempo

**Event:** Saturday Senior Pairs

### *Second Session, March 21*

Board 3	♠ K 10 5 3	
Dir: South	♥ J 6 3	
Vul: E-W	♦ A 9	
	♣ Q J 8 4	
♠ —		♠ Q J 7
♥ A Q 10 8 7		♥ K 9 2
♦ J 8 6 5 2		♦ Q 10 7 4
♣ A 10 9		♣ K 6 2
	♠ A 9 8 6 4 2	
	♥ 5 4	
	♦ K 3	
	♣ 7 5 3	

West	North	East	South
			Pass
1♥	Pass <sup>1</sup>	1NT	2♠
3♦	3♠	4♥	4♠
Pass	Pass	Dbl	All Pass
Result: Down 2, E/W +300			

### *Explanations*

1) Break in tempo

**The Facts:** There was an agreed break in tempo before North passed West's opening bid. The Director was called, and ruled that pass was a logical alternative for South. He changed the result to Average plus for E/W and Average minus for N/S.

**The Appeal:** N/S appealed. They stated they have an agreement that opening a weak two bid promises at least two of the top three honors.

**The Decision:** 4♠, doubled, down two, E/W +300. The Committee attached little weight to the N/S statement about their agreement. However, Law 16A (Page 113) permits a player to take any action if there is no logical alternative. The Committee decided that 2♠ was the only logical alternative to South over East's 1NT response.

Committee: Ed Lazarus, chair, Mary Hardy and Steve Lawrence

*Editor:* This case provoked some disagreement among the panel. Mostly about whether the 2♠ bid was obvious.

**Cohen:** "Good ruling."

**Huston:** "I don't want to question the Committee's judgment of the evidence of the case, but I would like to know what evidence they considered, especially of the level of experience and expertise of the N-S pair. I have certainly known many senior pairs who would have passed with South's hand."

**Rigal:** "I do not agree that South has to bid 2♠ on the second round. He might pass and intend to back in over 2♣/♦/♥. Was the 1NT forcing? If so, then I would certainly let E/W have 4♥. If not, I still think it is closer than the committee do."

**Polisner:** "Was 1NT forcing? If it was, I don't believe that the Committee's determination that there is no logical alternative to 2♠ is correct. If it was non-forcing, then one would need to look at the expertise of the N/S players. Many

relative beginners would not bid 2♠ with ‘only seven points.’”

*Editor:* Polisner and Rigal make a good point. With 11 hcp, it certainly appears that East’s 1NT response was not standard.

**Stevenson:** “Considering the ACBL standard for a Logical Alternative discussed elsewhere (see Cases [11](#) and [15](#)) it is surprising that no-one would consider a pass on the South hand, intending to protect later. This looks like a European ruling!

The TD’s ruling was incorrect in Law. Law 12C2 (Page [112](#)) requires the TD, once he has decided to adjust, to assign a score, not to give Average plus and Average minus. The common excuse that it is too difficult to work a score out (a very poor excuse anyway) has no validity, since it would have been easy to assign EW +650. See Cases [24](#), [25](#), [27](#) and [33](#).”

*Editor:* I agree with Stevenson about the Director. If N/S stay out of the auction, it is not hard to predict that West will rebid 2♦ and East will bid 3♥. After that, West could very well try 4♥. Giving E/W the benefit of the doubt, and considering they bid to 4♥ in the face of competition, it seems reasonable to assign that result instead of an artificial score.

After reading the comments from the panel, I am persuaded that the decision should turn on the meaning of 1NT. Regrettably, this information is missing. It is possible that E/W played a 1NT response to a major opening as non-forcing, but it is also possible it was forcing. If non-forcing, the committee’s decision that South’s 2♠ bid was clear is defensible. If forcing, the situation is more problematic. I believe there are many players of all levels who would seriously consider a pass.

## APPEALS CASE 18

**Subject:** Misinformation

**Event:** North American Open Pairs, Flight A

### *First Qualifying Session, March 18*

Board 9	Ed West	
Dir: North	♠ 4 2	
Vul: E-W	♥ 8 5 4	
	♦ 8 6 5	
	♣ Q 10 9 7 2	
Gord McOrmond	Aidan Ballantyne	
♠ K 8 7	♠ 10 9 6	
♥ 9 7	♥ J 10	
♦ K Q 10 2	♦ A J 9 7 4	
♣ K J 8 3	♣ 6 5 4	
	Henry Bull	
	♠ A Q J 5 3	
	♥ A K Q 6 3 2	
	♦ 3	
	♣ A	

West	North	East	South
	Pass	Pass	2♣
Pass	2♦ <sup>1</sup>	Db1 <sup>2</sup>	2♥
2♠	4♥	Pass	6♥
All Pass			
Result: Down 1, E-W +50			

### *Explanations*

- 1) Positive [Alerted]
- 2) Spades & minor [Alerted]

**The Facts:** After observing the dummy, South commented that North did not have the values for his 2♦ bid. Later, South called for the Director. South said he bid 6♥ because the auction indicated North would be short in spades. The Director asked East about the meaning of his double, and he replied he was not certain of their agreement. The Director ruled that E/W did not meet their burden to show a misbid instead of a misexplanation (Law 75B, Page 119) and changed the contract to 4♥, making five.

**The Appeal:** E/W appealed, and were the only ones who appeared. They stated the double of 2♦ showed spades and a minor, and East had misbid. In support, they produced two identically filled out convention cards and system notes explicitly stating this double showed spades and a minor. (Note: E/W did not show their system notes until the hearing.)

**The Decision:** 6♥, down one, E/W +50. The Committee accepted that West correctly explained that the double showed spades and a minor. East misbid when he doubled 2♦. That did not violate Law 75B (Page 119). (“if the opponents are subsequently damaged, as through drawing a false inference . . . , they are not entitled to redress.”) The Committee did not assess any penalty against E/W for the misbid. Some members believed that North’s 2♦ misbid, not East’s double, was the primary reason for South’s 6♥ bid.

Committee: Jay Apfelbaum, chair, Steve Goldstein and Ralph Katz

*Editor:* The entire panel agreed with the decision, but for different reasons.

**Rigal:** “Agreed. The committee got this absolutely right - but we are seeing E/W in the Committee room more than I would like!”

**Treadwell:** “Here, N/S did not like their result because North had grossly misbid (2♦, positive) and tried to blame the poor result on East’s misbid. The Director, unfortunately, bought this facetious argument. The Committee correctly upheld the E/W appeal of this poor ruling.”

**Polisner:** “Wolffie would have a field day with this hand. Both sides deserve what happens after they gave good evidence why you should not play a convention that you can’t remember. I question why the director ruled a misexplanation if the convention card showed that double showed spades and a minor.”

**Cohen:** “The initial cause of the damage was North’s 2♦ bid. However much E/W may have contributed to N/S’s poor result all South gets from me is sympathy, but no adjustment.”

## APPEALS CASE 19

**Subject:** Misinformation

**Event:** NABC+ Open Pairs I

*First Qualifying Session, March 20*

Board 4	George Pisk	
Dlr: West	♠ A K	
Vul: Both	♥ A K 10 9 8	
	♦ 9 8 5 4	
	♣ 8 4	
Stan Subeck	Suzi Subeck	
♠ Q 6 5 4	♠ J 8 7	
♥ —	♥ Q J 6 5 4 3 2	
♦ J 10 6 3	♦ —	
♣ K J 7 3 2	♣ Q 9 6	
	Ron Feldman	
	♠ 10 9 3 2	
	♥ 7	
	♦ A K Q 7 2	
	♣ A 10 5	

West	North	East	South
Pass	1NT <sup>1</sup>	2♣ <sup>2</sup>	Dbl
Pass	2♥	Pass	3NT
All Pass			
Result: Made 4, N/S +630			

***Explanations***

- 1) 13-17 [not Announced]
- 2) Single-suited hand [Alerted]

**The Facts:** Before the opening lead (♠7), East asked North about the meaning of South's double. North said they were playing a new system, and he was taking the double as Stayman. E/W called for the Director. Away from the table, East told the Director that she was not satisfied with the explanation. If the double was either Stayman or promised general values, she wanted to lead clubs. If the double promised clubs, however, she would lead a spade. North said he was taking it as Stayman. When East asked South about the double, he said the partnership had no agreement. The Director ruled there was no violation of Law 40C (Page 114) ("If the Director decides that a side has been damaged through its opponents' failure to explain the full meaning of a call or play, he may award an adjusted score."), and the table result would stand.

**The Appeal:** E/W appealed. They stated if they were properly informed, then East would have led a club and beaten the contract. North said that 3NT can be made by winning the third round of clubs and playing on hearts.

**The Decision:** 3NT, making four, N/S +630. N/S have an obligation to know their partnership agreements, but this is a relatively rare sequence. The Committee felt N/S were not required to have an agreement for the meaning of South's double. East's assumption that South's double was based on a club suit was the key factor in E/W's poor result. The Committee felt this double is normally played as either Stayman or general values. North's explanation of the double was adequate. There was no violation of Law 40C (Page 114).

Committee: Barry Rigal, chair, Lowell Andrews, Judy Randel, Ellen Siebert and Brian Trent

*Editor:* Most everyone agreed with the ruling. Some would have gone much further.

**Huston:** “I would like to know how the Committee considered West’s Pass of the Double. If that suggested playing Clubs, then it is clear that East’s failure to lead clubs is something she should be doing at her own risk.”

**Stevenson:** “Having been told that North is taking the Double as Stayman and since the normal view is to play it as Stayman or general values East told the TD that she wanted to lead a club if it was Stayman. Then she led a spade. When the club lead turned out to be better she tried to get a ruling. This is Bridge Lawyering at its worst: she is making more than one attempt to do well on the board. She does not merely wish to outplay her opponents but if that fails will attempt to win the board in front of the TD, and then in front of the Appeals Committee. It is important that Appeal Committees discourage this approach to the game.”

**Cohen:** “Everybody got this right except the opening leader. That’s why we have a committee which should have kept the \$50.”

*Editor:* Leave it to Cohen to say it simply and with feeling. I must agree. East said she would lead a club if the double was Stayman. She was told it was Stayman. She did not lead a club. What else need be said? (EDITOR’S NOTE: The Board of Directors changed this policy at its Summer meeting. See Page 7 for details)

## APPEALS CASE 20

**Subject:** Misinformation

**Event:** Bracketed KO, First Round, March 20

Board 7	♠ K J 9 7
Dlr: South	♥ 2
Vul: Both	♦ 8 7 4
	♣ Q 10 7 6 4
♠ A 8 5	♠ 6 3
♥ J 4	♥ A 9 8 7 6 5 3
♦ J 10 9 6 5 3	♦ K Q
♣ J 5	♣ A 9
	♠ Q 10 4 2
	♥ K Q 10
	♦ A 2
	♣ K 8 3 2

West	North	East	South
Pass	Pass <sup>2</sup>	4♥	1NT <sup>1</sup>
Result: Down 1, N/S +100			

### *Explanations*

- 1) 12-14 hcp [Announced]
- 2) Promises some values  
[not Alerted]

**The Facts:** E/W called for the Director when they discovered North's Pass promised some values. This occurred on the next hand when E/W, who also played 12-14 notrumps and had the same agreement as N/S that a Pass of 1NT showed "some values," had a similar auction and West Alerted East's pass. E/W became aware, through a comment made by South, that N/S had the same agreement and had failed to Alert the pass (not realizing it was Alertable) on this hand. After that hand was finished, the Director ruled there was not sufficient reason to adjust the score.

**The Appeal:** E/W appealed. East stated he would not bid 4♥ if he was told North's Pass promised values.

**The Decision:** 4♥, down one, N/S +100. East's statement that he would not have bid 4♥ if South Alerted North's Pass did not convince the Committee. East knew that South promised 12-14 hcp for his 1NT bid. Even though North's Pass was not Alerted (promised moderate values), East should not be surprised by North holding 6 hcp. His hand was well within East's expectations. Moreover, the Committee also determined that South's statement during the subsequent board that they also played a Pass of 1NT promised some values was a generalization and not a complete description of N/S's methods. Their actual agreement was that a Pass shows 0-12 hcp, no 5-card major, can be completely broke if the hand contains a long minor, but tends to promise some values otherwise. The Committee concluded that full disclosure about North's pass would not have made East's 4♥ bid less risky, and 4♥ would have failed even if East's hand had contained North's ♠K and ♣Q (on a reasonable spade lead). East is entitled to gamble with his 4♥ bid, but he is also entitled to keep his result whether successful or not.

Committee: Jon Brissman, chair, Michael Rahtjen and Ellen Siebert

*Editor:* For most of the cases, opinion among the panel divided on the merits of

the decision. This case presents an anomaly - opinion divided on whether the committee properly applied the law. First the ones who felt the committee went wrong.

**Stevenson:** “Unless it is standard in North America for this pass to show values, it is extremely harsh to expect East to ask. Of course, North can have 6 hcp anyway, and East’s bid does show a touching faith in Brigidda, the goddess of bridge, to provide a suitable dummy, however East would be less likely to make this bid with correct information and I am surprised at the failure to adjust.

It is important to realize that the prime responsibility for transmitting information about unusual methods lies with the people who play them via the alert and other procedures. Here, where there is no suggestion of a double shot, the Appeals Committee has allowed N/S to gain an advantage by not alerting.”

**Polisner:** “I don’t feel good about this case; in particular the Committee’s analysis seems to be off target. The fact that North had 6 hcp is not the issue. The fact he should hold more (if that is what ‘*moderate values*’ means) East may have decided to bid only 3♥. What does a ‘*long*’ minor suit mean? How long? What does North do with a square five count? I would have adjusted the score to E/W +140.”

*Editor:* Next is our Laws Commission Co-chair, who strikes a middle ground.

**Cohen:** “I don’t care what the league regulations say, if I think I know something that my opponents may not know, I pull out the long blue ticket. However, the failure to alert did not contribute to East’s atrocious bid.”

*Editor:* And now the rest of our panel members.

**Huston:** “Ultimately, I agree with the decision, but I wonder if it is not true that the universe of hands East thinks are possible for West to hold is different from the universe of hands that he would think are opposite him if he knew that North had values or a long minor? I am sure that the Committee had a reason to conclude that East would have bid 4♥ anyway, but it did not reveal it very well.”

**Rigal:** “Agreed. East should have been discouraged from pursuing this appeal - or someone should have used the word ‘frivolous’ to him at some point.”

*Editor:* I believe Rigal may be wrong in thinking the appeal frivolous. There is a violation of the alert procedure. Had South properly alerted the pass, East would know that North had at least 6-7 hcp. Maybe more. That could easily tip the scales in favor of a more conservative action. To me, that is enough for this appeal to have substantial merit.

I also agree with Cohen. In my opinion, East’s 4♥ bid is indefensible. A long, but poor quality suit and a flat hand makes for too many losers and not enough winners. This contract could go down even if West has a good hand. South holds two hearts tricks and the ♦A. Transfer the ♠K from North to West, and the contract still goes down on a club lead.

East’s 4♥ bid seems to be an example of “subsequent”, but not “consequent” damage.

## APPEALS CASE 21

**Subject:** Misinformation

**Event:** Bracketed KO, Third Round, March 21

Board 17		♠ 8 7			
Dlr: North		♥ A J 8 6			
Vul: None		♦ J 5 3			
		♣ 5 4 3 2			
	♠	J 10 9 6 3 2	♠	K Q 5	
	♥	Q 5 4	♥	K 3 2	
	♦	6 4 2	♦	A 10 9 7	
	♣	K	♣	10 8 7	
		♠ A 4			
		♥ 10 9 7			
		♦ K Q 8			
		♣ A Q J 9 6			

West	North	East	South
	Pass	1♦	1NT
2♠ <sup>1</sup>	All Pass		
Result: Made 2, E/W +110			

### *Explanations*

1) All Spades & minor [Alerted]

**The Facts:** West thought the partnership agreement was 2♠ natural, but East Alerted it as showing Spades and a minor. N/S called for the Director at about trick nine when they realized West had only spades. South told the Director he might have bid 3♣ had he known the bid did not promise a minor suit. The Director adjusted the contract to 3♣, by South, making 3, N/S +110.

**The Appeal:** E/W appealed. They showed the Committee their convention card. It did not show any agreement over a 1NT overcall. They said they are an occasional partnership, that this area was not discussed. West said he was a professional player. But, he did not reveal the misunderstanding after the bidding was over because he was not certain of the proper procedure. West also expressed concern that if he disclosed his understanding he would not be able to bid his hand. West questioned adjusting the contract to 3♣, wanting the opportunity to bid 3♠. He stated his team was behind in the match at the time. West added it was clear he had no minor suit once South played the ♣A. South stated he asked about the agreement three times before his final pass. He said he would have bid 3♣ if given the proper explanation. But, it was not safe to do so if West could have a club suit. South asked if West could have diamonds, and was told he could.

**The Decision:** 3♣, making three, N/S +110, and assess E/W a 1-imp penalty for failing to follow proper procedure. The Committee accepted as true that E/W had no agreement about West's 2♠ bid. South received misinformation, and West had a duty under Law 75 (Page 119) to correct the misinformation when the auction was over and before the opening lead. Had West revealed the misinformation as required, South would have had the opportunity to bid 3♣ and West would still have been entitled to bid his hand in accordance with his understanding of his partnership's methods. The Committee accepted West's statement he was an experienced player and bridge professional, and decided that players with his experience and expertise must be aware of their obligations. West was credited with the knowledge (actual or

not) that he had to clear up the misinformation before the play began. His failure to inform was the basis for the procedural penalty.

Committee: Karen Allison, chair, Bill Laubenheimer, Peggy Sutherlin

*Editor:* Perhaps ones of the least controversial rulings. Every panel member agreed with the decision. For what it is worth, I agree with the decision except for the procedural penalty. E/W deserve one, but the exact penalty should be standardized according to the severity of the offense.

**Rigal:** “What would double, or 2NT have been by North? The committee were negligent in failing to find this out. The Appeals Committee did right to fine West - who should have known better. An experienced player should know his obligations here. The 3♣ bid by South is a committee room action - but I suppose we have to let him have it.”

**Cohen:** “Committee got this one perfectly. Of course it had two Laws Commission members on it. What would you expect?”

## APPEALS CASE 22

**Subject:** Misinformation

**Event:** Continuous Pairs, Saturday Evening, March 21

Board 23		♠ J 10 8 3			
Dir: South		♥ 9 8 7			
Vul: Both		♦ K 9 8 3			
		♣ 6 5			
		♠ K 9		♠ Q 6 5 4	
		♥ J 6 5		♥ K 4 2	
		♦ 6 4 2		♦ A 10 7 5	
		♣ 9 8 7 4 3		♣ J 10	
				♠ A 7 2	
				♥ A Q 10 3	
				♦ Q J	
				♣ A K Q 2	

West	North	East	South
Pass	2♦ <sup>1</sup>	Pass	2♣
Pass	3NT	All Pass	3♥
Result: Made 5, N/S +660			

### *Explanations*

- 1) Explained as a transfer to hearts
- 1) Actual agreement is waiting

**The Facts:** E/W called for the Director after finishing the hand. The Director ruled that the misexplanation demonstrably suggested (Law 16A at Page 113) to North that he bid 3NT over 3♥, rather than 4♥. He changed the contract to 4♥, down 2, E/W +200.

**The Appeal:** N/S appealed. North stated that South's 3♥ bid showed solid hearts and a good hand. He showed the Committee system notes to prove this. North chose to bid 3NT because the hand would play as well in No Trump. He added that 4♥ would probably make.

**The Decision:** 4♥, down two, E/W +200. 3NT, rather than 4♥, is strongly suggested by the unauthorized information. Law 16A (Page 113) ("may not choose from among logical alternative actions one that could demonstrably have been suggested over another") requires the contract be 4♥. The probable club lead would lead to down one or two on most lines of play. The Committee decided that down two was the most probable result. Because this happened in a Continuous Pairs, the Committee decided to explain to North his obligations under Law 16A (Page 113) rather than consider a procedural penalty.

Committee: Barry Rigal, chair, Mark Bartusek, Jerry Gaer, Chris Moll and Michael Rahtjen

*Editor:* Two panel members chose to comment. One likes the ruling, the other found some flaws.

**Cohen:** "Can't argue with this one."

**Stevenson:** "The offending side receives the most unfavorable result that was at all probable. The Appeals Committee said that down two was the most probable result, which is a mis-application of the Law. If down one and down two are both "at all probable" then down two becomes the assigned result because it is most

unfavorable, even if down one is more probable.

I believe that the AC should have applied a Procedural Penalty as a fine (rather than a warning), whatever the level of play, because North produced a typical Bridge Lawyer type argument and should be taught not to.”

*Editor:* I agree with Stevenson’s first point, but not the second. The offenders do get the most unfavorable result that is at all probable (Law 12C2, Page 112). For the second point, the Committee knew the appellants and was in a position to decide on the most effective way to make its point. Considering the event, I would not question its judgment.

## APPEALS CASE 23

**Subject:** Misinformation

**Event:** NABC+ Open Pairs I

*Second Qualifying Session, March 20*

Board 2	Bill Laubenheimer	
Dlr: East	♠ Q 5 3	
Vul: N-S	♥ 10 8 6 5 2	
	♦ A Q 9 6 2	
	♣	
Jon Greenspan	John Rengsdorff	
♠ A J 2	♠ K 10 9 7 4	
♥ Q 3	♥ —	
♦ K 8 4 3	♦ J 10 7	
♣ K 8 4 3	♣ Q 10 7 5 2	
	Garner McDaniel	
	♠ 8 6	
	♥ A K J 9 7 4	
	♦ 5	
	♣ A J 9 6	

West	North	East	South
		Pass	1 ♥
Dbf	4♦ <sup>1</sup>	4NT	5♣ <sup>2</sup>
Pass	5♦ <sup>2</sup>	Pass	6♥
All Pass			
Result: Made 6, N-S +1430			

### *Explanations*

- 1) Spade singleton
- 2) Cue bids

**The Facts:** South explained the 4♦ bid as showing a spade singleton with heart support. After the auction was over, North told E/W he had misbid. West did not lead a spade, and declarer ruffed out the diamonds to establish his twelfth trick. The Director was called at the end of the hand, and because the explanation of 4♦ was correct ruled the result stood.

**The Appeal:** E/W appealed. They stated it was not clear the agreement was explained correctly. Even if 4♦ was a misbid, N/S owed the field a duty to know their system.

**The Decision:** 6♥, making six, N/S +1430. N/S have played together for twelve years, but changed their system at the 1997 Summer NABC. North confused the “one over” splinters with another sequence where they play “one under” splinters. South’s convention card referred to transfer splinters in competition. The Committee concluded that N/S had an agreement that 4♦ showed a singleton spade and that North had continued to bid correctly in the presence of South’s “misinterpretation of 4♦.” In addition, East’s 4NT bid was viewed somewhat critically. There being no violation of Law 75 (Page 119), there was no basis to adjust the result.

Committee: Barry Rigal, chair, Mark Bartusek, Bart Bramley, Jerry Gaer and Chris Moll

*Editor:* Leave it to Cohen to sum up this decision perfectly.

**Cohen:** “Can’t argue with this one.”

## APPEALS CASE 24

**Subject:** Misinformation

**Event:** NABC+ Open Pairs I

*Second Final Session, March 20*

Board 26 Dlr: East Vul: Both  Bruce Ruskin ♠ K 9 3 2 ♥ Q 9 ♦ 9 ♣ A Q 5 4 3 2	Robert McIlrath ♠ J 8 6 4 ♥ A K 6 3 ♦ A 5 4 3 ♣ 7  Reynold Wong ♠ A Q 10 ♥ J 7 5 ♦ K Q J 6 2 ♣ 10 6  Jane Rivell ♠ 7 5 ♥ 10 8 4 2 ♦ 10 8 7 ♣ K J 9 8
--	--

West	North	East	South
		1NT <sup>1</sup>	Pass
2♣	Dbl <sup>2</sup>	2♦ <sup>3</sup>	Pass
2NT	All Pass		
Result: Made 2, E/W +120			

### *Explanations*

- 1) 12-15 hcp, will not have both major suits
- 2) Intended to show cards, for takeout
- 3) Tends to deny clubs

**The Facts:** E/W play that opening 1NT shows 12-15 hcp balanced, but denies holding both major suits (may have one). N/S were confused by the explanation. North doubled the Stayman bid intending it as takeout, but there was no such agreement with South. She said to the Director after the hand was over that she would bid 2♥ if East passed. (South did not attend the hearing)

South led the ♣8, won by East with the ♣10. The ♦Q was won by North's Ace, who led three rounds of hearts. East cashed the ♦K and J (discarding clubs from dummy), then led the ♠A, Q and 10. North later won a spade and heart. The Director was called when play was completed. West told the Director he would have bid 3NT if he knew the double did not promise clubs. The Director ruled there was a failure to Alert the double of 2♣. The violation affected the auction and may have affected the play. The Director ruled Average Plus to E/W and Average Minus to N/S.

**The Appeal:** N/S appealed. They suggested there was no agreement about the meaning of the double. The poor result was a product of poor play, and not from any failure to Alert.

**The Decision:** 2NT, making two, E/W +120. There was no violation because N/S had no agreement about the meaning of the double. The Committee felt that South's club lead indicated she expected her partner to have clubs. North doubled to show cards, but the Committee felt he would have doubled if his and the West hands were interchanged.

Committee: Henry Bethe, chair, Jay Apfelbaum, Lou Reich, Ellen Siebert and Brian Trent

*Editor:* Although not every panel member agreed with the decision, most thought it was the right thing to do.

**Rigal:** “Sensible ruling.”

**Cohen:** “No problem here.”

*Editor:* Wolff agreed with the decision, but has a good suggestion.

**Wolff:** “As most of the expert community realize, the single most common method of handling defense against weak or mini NT is to double the response to show cards. I doubt it should be necessary to alert this, although I can be wrong. This particular event may not be a good example, but it would be nice to have a booklet which explains what is expected to be known and what isn’t.”

*Editor:* Wolff has made many suggestions in this book, and this is one of his best. Every player would benefit if they had readily available a booklet explaining what is expected of them. The alert chart is only a piece of this. Let us hope that in the future someone can offer each of us such a booklet.

Stevenson offers a constructive suggestion for the directors among us.

**Stevenson:** “The TD’s ruling was incorrect in Law. Law 12C2 (page 112) requires the TD, once he has decided to adjust, to assign a score, not to give Average plus and Average minus. While the ACBL has exceptions to this rule this hand has none of the features that allow exceptions. See Cases 17, 25, 27 and 33.”

*Editor:* I believe Stevenson is correct. Our directors too readily give an artificial score (A+/-). Understandable, as current policy asks them to be conservative in trying to predict what would happen in the absence of the infraction. This brings a larger question to mind.

A number of players and members of ACBL Management are trying to persuade the Laws Commission to allow them to eliminate bridge appeal committees. Law 93 (Page 122) currently allows the Chief Director to handle an appeal in the absence of a committee. However, this law does not allow a sponsor arbitrarily to refuse to appoint one. The notation that allows a sponsor to eliminate appeal committees for special events appeared in response to a 1996 request by the ACBL Board of Directors that there be no appeals in “Classic Bridge.” The substance of the Laws Commission’s response was that the general conditions of contest for a class of event cannot eliminate appeal committees.

There are three basic arguments that we do not need appeal committees. First, they do not decide cases any better than the directors. Second, the players do not want them. Third, they cost too much. The second and third questions are for our policy makers to decide. For the first question, it is my belief that committees decide these matters better than directors.

What I write is intended to reflect how our directors go about deciding a case. Far from being a criticism, I think these procedures give our newer directors the kind of experience they need to become the chief directors of our future. To its credit, our management team wants every director to consult with senior directors before making any ruling. The consulting process prevents many poor decisions and helps

our directors share their insights and hone their skills.

The downside of this process is that the senior director listens to a summary of the facts from the floor director rather than getting them from the players at the table. Facts that are very relevant can be and often are missed. It is impossible for the senior director to judge the credibility of the players. Many rulings are given based on an imperfect understanding of what happened.

A second problem is the lack of time available to get these facts. A floor director has no more than two to four minutes to get all of the facts. The players are under pressure to play the next board or move for the next round. Contrast that with a committee that can question at leisure the players, and give them the time to produce relevant evidence to support their positions.

A third problem facing directors is they often have to decide these matters in the face of many distractions. For example, it is common for a director to make rulings at several different tables during a round.

Finally, there is the scope for prejudice and, much more likely and important, the appearance of prejudice. If an appeal is to be heard by one or more senior directors, there is a great chance they will have discussed this case already with the floor director and helped decide that ruling. An appellant is unlikely to think that a senior director who has already formed an opinion before hearing the appeal will hear his or her case impartially. And many players have expressed a concern about directors taking a player's appeal personally. If this concern is valid, then the senior directors hearing the appeal are more likely to be actually prejudiced. Even if this concern is groundless, and I believe most directors would never take personally even the most baseless of appeals, the concern still contributes to the appearance of prejudice.

Our appeal committee system is not perfect, however. The committee members are not as familiar with the Laws as our directors. They are frequently ignorant of ACBL regulations. The director makes a ruling on any point of law or regulation, but some subtleties can be difficult to explain to even the most expert of committee members.

On the positive side for committees is their bridge expertise. Many of our laws depend on an accurate assessment of a player's skill. Accurately determining what is a "logical alternative" requires considerable bridge experience and expertise. Very few directors play often enough or have the skill needed to get this judgment right every time, particularly when dealing with strangers.

So, to those who want to know my opinion whether we should have appeal committees, I have the following answer. "It depends." I am satisfied that committees will get a case right more often than a director. This seemed to be the case for the appeals at the Reno NABC. Whether the entire process is worth the cost or desired by the players is for others to consider and decide upon.

## APPEALS CASE 25

**Subject:** Misinformation

**Event:** 0-2000 KO Teams, March 24

Board 26		♠ K J 10 9			
Dlr: East		♥ 10 4 3 2			
Vul: Both		♦ 8			
		♣ A J 7 3			
	♠ A Q 8 6 3 2		♠ 7		
	♥ 7 5		♥ 8 6		
	♦ K J 6		♦ A Q 10 4 2		
	♣ 10 8		♣ K Q 9 6 2		
		♠ 5 4			
		♥ A K Q J 9			
		♦ 9 7 5 3			
		♣ 5 4			

West	North	East	South
1 ♠	2 ♠ <sup>1</sup>	1 ♦	1 ♥
3 ♠	Dbl	Pass	3 ♣
		All Pass	
Result: Down 2, N/S +500			

### *Explanations*

- 1) Explained as a transfer to Clubs, but not promising Clubs

**The Facts:** After Dummy was laid down, South asked North to leave the table and explained further that 2♠ might be a limit raise in hearts. E/W called for the Director at the end of the play. The Director ruled there was an incomplete explanation and gave E/W 3 imps (Average Plus per Law 86 at Page 121)

**The Appeal:** N/S appealed. They stated the explanation was correct as far as South knew at that time.

**The Decision:** 3♠, doubled, down two, N/S +500. Law 40C (Page 114) states if “a side has been damaged through its opponents’ failure to explain the full meaning of a call or play, [the Director] may award an adjusted score.” Even if South’s explanation of the cue bid was not complete, E/W created their own problem. East could not have spade support, or he would have doubled North’s 2♠ cue bid. Further, West had to know that either North or East had some heart length.

Committee: Barbara Nudelman, chair, Dick Budd and Riggs Thayer

*Editor:* Most of the panel agreed with the decision. After all, East’s failure to double North’s 2♠ bid probably shows a lack of support. This authorized information brings the 3♠ into real question. One panel member disagreed.

**Polisner:** “I feel that E/W were damaged if 2♠ was not as explained as East may well have bid 3♣ and cautioned West that East would likely be short in spades. West would have bid 3♦ (assuming South passes). I would have decided the case as the director did.”

*Editor:* The rest of the panel members agreed with the decision. Except Cohen, who wanted to be there.

**Cohen:** “Not as clear cut as the Committee makes it seem. They were there, and I wasn’t, so can accept the decision.”

**Huston:** “This is a case unlike #20 where a player had no reason to suspect a failure to alert. In this case, the open-ended explanation was conspicuously incomplete and West could have protected himself from the incompleteness by simply asking a question. Why a more complete answer would have changed West’s bid is unclear. It seems to me that West walked into a wall and must pay the price.”

**Rigal:** “Why did West allege that his action was LESS attractive when the opponents had found a fit? That is demonstrably absurd. I wish the TD had ruled for N/S as he should have done, then we could have taken E/W’s money if they had chosen to appeal. West got fixed.”

**Wolff:** “I think the decision should be E/W -500, N/S +500 and -3 imps. Another home brew convention that created confusion. E/W should have asked, but N/S should volunteer more about the possible hand types. I suspect someone forgot what it meant and got away with convention disruption (CD). Unless we stamp it out it will eat us up.”

*Editor:* Wolff would give a procedural penalty for a wrong explanation of an agreement. While I might disagree with this as a blanket policy, there is reason to agree with him in this case. N/S are playing an unusual convention that E/W could not be expected to know. Contrast this situation with a wrong explanation of, for example, Flannery. If someone explains this as showing 5♠ and 4♥, we might believe the opponents could suspect something was wrong. The incomplete explanation in this appeal gives N/S the potential to gain a competitive advantage.

**Stevenson:** “Law 86 (Page [121](#)) has nothing to do with this case because an incomplete explanation needs an adjustment under Law 40C (Page [114](#)) and ultimately under Law 12C2 (Page [112](#)). There is no reason to give an artificial adjustment because a result was obtained on the board. It is important that TDs follow the Law in these cases rather than the ‘easy option’ of an artificial adjustment without a basis in Law. See Cases [17](#), [24](#), [27](#) and [33](#).”

*Editor:* Law 12C1 (Page [112](#)) requires a director (and appeals committee) to assign an artificial score only when no result can be obtained. I agree that East’s troubles were not caused by anything N/S did. A complete explanation would not make the 3♠ bid less attractive. However, for those who feel that the incomplete explanation is cause for an adjustment. . .

Giving E/W the benefit of the doubt, their most likely favorable result is 3♥, making three. Over a limit raise of the overcall, South has no particular reason to go to game. There is every reason to expect that E/W will not interfere further. As for the defense, a diamond lead is the most likely. With West’s spade bid, there is every reason to expect East to return a spade at trick two for a ruff. Declarer will draw trump and claim nine tricks (5 trumps, two ruffs, one club and one spade). For N/S, their most probable unfavorable result is 3♥, also making three.

There are ways N/S can do better. They could get to game and be forced to make it. After drawing only one round of trump declarer should ruff a diamond and try to cash the spade in dummy. If ruffed, there are still three trumps in dummy to ruff

declarer's diamonds and no tricks will be lost. On this layout, Declarer loses a diamond, spade and spade ruff. When East does not ruff the ♠K, declarer discards a club and finishes with a cross-ruff.

The legal standard currently in use gives the non-offenders the best result they have a one-in-three chance of achieving. N/S could get to game, but my estimate is they will do so at most of the time. What is left is a chance they will not get to game. That is enough to adjust the score to 3♥. The event is a 0-2,000 knockout, which makes it more likely the declarer will miss the no-cost chance to make ten tricks.

The point of this analysis is that a result can be determined for purposes of Law 12. Stevenson's point is valid, our directors need to try harder to assign a score.

## APPEALS CASE 26

**Subject:** Misinformation

**Event:** NABC+ Open Pairs II

*First Qualifying Session, March 26*

Board 31	Howard Einberg	
Dlr: South	♠ Q 10 6	
Vul: N-S	♥ A 8 4	
	♦ A 4	
	♣ A K Q 10 3	
Ole Godefroy	Julie Godefroy	
♠ K 9 7 5 2	♠ 4	
♥ Q J 10 6	♥ K 9 5 3 2	
♦ K Q 8	♦ J 5 3	
♣ 5	♣ 9 8 6 4	
	Nick Martino	
	♠ A J 8 3	
	♥ 7	
	♦ 10 9 7 6 2	
	♣ J 7 2	

West	North	East	South
Pass	1 ♣ <sup>1</sup>	Pass	1 ♦ <sup>2</sup>
1 ♠	1NT <sup>3</sup>	Pass	2 ♣ <sup>4</sup>
Pass	2 ♦	Pass	3 ♦ <sup>5</sup>
Pass	3NT	All Pass	
Result: Made 5, N/S +660			

### *Explanations*

- 1) Artificial and forcing
- 2) Negative
- 3) 16-19 hcp
- 4) Stayman, does not promise a major suit
- 5) Natural

**The Facts:** N/S did not Alert South's 3♦ bid as not promising a major suit. East led a spade. After the play was done, E/W called for the Director. He ruled that N/S did not make it clear that on this auction South did not promise a major suit. With full disclosure, East would lead a heart. Therefore, the result was changed to 3NT, down one, E/W +100.

**The Appeal:** N/S appealed. They stated their only way to invite game in No Trump was first to bid Stayman. It was also the only way for them to show a maximum negative hand with a diamond suit. North was not aware that a rebid of 2NT on this auction required an Alert.

**The Decision:** 3NT, making five, N/S +660, and assess N/S a 1/8<sup>th</sup> board penalty for failing to properly Alert the 3♦ bid. The Committee decided that West had the means to show both major suits over South's 1♦ response. West's failure to show his heart suit was the reason East led the ♠4, not North's failure to explain that South might or might not have a heart suit.

Committee: George Dawkins, chair, Nell Cahn, Abby Heitner, Riggs Thayer and Michael White

*Editor:* Our panel members divided sharply over this one. First, the members who found fault.

**Huston:** "West's bidding judgment is his own. The fact that he chose not to show hearts over 1D does not mean that the failure to alert had no impact. It may have contributed to East's decision to lead Spades, but I think the Committee must find that

the failure to alert had substantially no impact on East's lead before it can rule no damage. The Committee found that there was a failure to alert but found no impact from it. I disagree. East could be considerably deterred from leading a Heart when she believes that her partner has at most two Hearts and East is looking at no side entry to the suit."

**Stevenson:** "The Appeals Committee said that West has the means to show both majors: this seems a harsh reason not to adjust. Furthermore East might have led a heart with a correct explanation. The possibility of damage seems strong enough here to justify an adjustment."

**Cohen:** "Several things wrong with this decision.

1. What was the table result? Seems hard to make more than ten tricks.

2. If N/S were delinquent in not alerting 3♦, weren't they delinquent in not informing E/W that there was information they might want to inform themselves about?

3. Also, before the opening lead someone on the declaring side could have informed E/W that N/S knew something that E/W didn't know (See my remarks on Case 20).

The director got this one right."

**Wolff:** "It has to be a high priority when partner does not promise a 4-card major that the bid be alerted. With their lack of experience I would not seriously penalize this pair (no more than 1 imp or 1 matchpoint), but rather use this as an educational forum. Less experienced players needed to be treated with more leeway in following what we hope to be high level laws."

*Editor:* Now the supporters. Lortz and Rigal both agreed with the decision, but each wanted their say about the procedural penalty.

**Lortz:** "I think this is a classic spot to award a procedural penalty to N/S for failure to follow proper procedure, i.e. full disclosure. It's a harder problem in a KO, where the penalty necessarily accrues to E/W. This will, presumably be addressed with 'dark points'.

Some uniform standards are needed for the size of penalty. A proposal: 1/4 board in pairs, 1 imp in a VP event, with a 3 imp penalty if there is evidence of prior offense(s)."

**Rigal:** "The penalty is absurd! When your opponents play unusual methods, not to enquire here is the cause of the problem. South had a major; what more do you want from his life! The Appeals Committee seem to have been obsessed with Kantarian principles and lost their grip on the real world. South did not bid 2NT, he bid 3♦; this is such an unusual auction that East only has himself to blame if he gets it wrong. No penalty here; the ruling was Draconian."

*Editor:* On the merits of the decision, the committee could have decided either way. East is on lead against 3NT holding a singleton in the suit partner bid. There is a violation of the alert procedure, but it is not clear that N/S gained a competitive

advantage from the violation.

About the procedural penalty, I believe Rigal makes the stronger case. North has a duty to alert E/W that South did not need to have a major suit for this auction. However, that alert does not deny a major suit.

The “Kanterian” reference is to the 1991 Spingold appeal brought by Eddie Kantar and Alan Sontag, his partner. When their opponents opened 1NT and responded 2♣ (Stayman), the regulations at that time required an immediate alert if the 2♣ bid did not promise a 4-card or longer major suit. The regulations today are different - the bid is alerted later. The reason for that change is particularly important to this discussion. More and more people use a simple NT raise to show something other than a natural invitation. Today, most expert players play that a Stayman bid does not necessarily promise a major suit.

If there is something missing from this report, it is the factual basis for why this particular N/S pair was punished. There is nothing to indicate they are experienced, nor that they are frequent or even occasional violators of the alert procedure. In fact, their level of experience is somewhat limited. Consider the proposal on page 6 about procedural penalties for violations of procedure.

The fact that most Stayman inquiries today do not promise a major suit leads me to question the procedural penalty. The fact that the committee did not adjust the score leads me to believe that assessing the procedural penalty may be an error. Law 90B7 (page 122) permits a procedural penalty for errors in procedure only when the error requires an adjusted score.

## APPEALS CASE 27

**Subject:** Misinformation

**Event:** NABC+ Open II

*First Qualifying Session, March 26*

Board 26	Randall Pettit	
Dlr: East	♠ 9 4	
Vul: Both	♥ 8 2	
	♦ K J 10 9 7 5 2	
	♣ 6 4	
Sherry Steigmann	Robert Steigmann	
♠ J 7 2	♠ 10 8 5	
♥ 7 5 4 3	♥ A K Q J 10	
♦ 3	♦ Q 4	
♣ K Q 9 8 2	♣ J 10 7	
	David Siebert	
	♠ A K Q 6 3	
	♥ 9 6	
	♦ A 8 6	
	♣ A 5 3	

West	North	East	South
		1♥	1♠
3♦ <sup>1</sup>	Pass	Pass	Dbl
3♥	All Pass		
Result: Down 1, E/W -100			

### *Explanations*

1) Alerted as weak jump shift

**The Facts:** E/W are a relatively inexperienced pair (350 and 400 masterpoints) who played weak jump shifts in competition for a relatively long period of time. They recently began playing Bergen raises. Their convention card indicated they played weak jump shifts, but the words “in competition” were not present. They marked Bergen raises in the Majors area of the card. West explained she forgot that Bergen raises do not apply in competition, and “just made a stupid bid”. When the director came to the table, he examined the E/W card and commented these conventions cannot both be played at the same time. E/W agreed and repeated that West had misbid and their explanation was correct. It was pointed out that had South passed out 3♦ N/S might have taken every trick.

N/S are an extremely experienced expert partnership. North stated that doubling 3♦ would have been penalty. When West bid 3♥, North asked about her bid but East did not know the answer. East ventured perhaps that West had a few hearts with her diamond suit. The director ruled that because of the conflicting nature of the convention card N/S should be protected. He ruled N/S should get Average Plus and E/W an Average minus.

**The Appeal:** EW appealed, saying West misbid rather than East misexplained. They pointed to (1) the convention card, (2) East’s passing and (3) the fact they had played weak jump shifts in competition for some time as evidence of West’s misbid.

**The Decision:** 3♥, down one, N/S +100. The committee was convinced that West misbid and agreed the explanation was correct. Law 75B (Page 119) states there is no redress for a mistaken bid. They also thought the N/S pair might well have handled the auction in spite of the misbid. The committee considered giving E/W a procedural

penalty for not knowing their convention, but elected not to because E/W were inexperienced and not playing a complex system.

Committee: Doug Heron, chair, Mary Jane Farell, William Laubenheimer, Michael Rahtjen and Lou Reich

*Editor:* Our panel members mostly agreed with this decision. First, however, Stevenson explains how the directors might have been mistaken.

**Stevenson:** “The TD appears not to have understood the Law. Either West misbid, as the Appeals Committee decided, in which case there is no reason to adjust, or N/S were damaged by being incorrectly informed. If the latter there is no doubt that 3♦ would be passed out giving NS +900. To give them Average plus is not only illegal, it is totally unfair when they were due a 100% board. See Cases 17, 24, 25 and 33.”

**Rigal:** “Correct ruling, down to the not giving of a penalty.”

**Cohen:** “Can’t argue with the decision.”

**Lortz:** “Once the committee determined misbid rather than misexplanation, they were done. West has a right protected by Law to misbid. So long as it is not a habit (and therefore disclose able), Law 40A (Page 114) is clear. The committee may impose some other form of discipline if it chooses. Barring the pair from playing the convention might be appropriate.”

*Editor:* Finally, there is Wolff. For the record, he mostly agreed with the decision. However, he also contends that E/W should be punished for their misdeeds.

**Wolff:** “Convention Disruption (CD) on the march!!!! What was North to do. He was deprived of knowing what was going on at his previous turn and later he didn’t know what various actions may be. The committee proudly announces according to Law 75B (Page 119) there is no redress for a mistaken bid. Couldn’t this as well be according to Law 75B you are scheduled for a trip to Dachau. Perhaps my example is a bit overstated but you get the drift.”

*Editor:* Wolff makes a point. N/S certainly were placed in an awkward position by the misbid. And it is surprising how often a partnership will misbid a hand and even gain as a result. It is an area that deserves more study. However, any policy that would punish a pair for misbidding may require a change in our laws. The second example for Law 75 (Page 120) makes it clear that a misbid does not violate the law. And Law 40A (Page 114) guarantees each player the right to psych. So, what might a policy to punish misbids look like?

It seems to me that any such policy must work within the laws. A player is permitted to psych, but their partner must be just as surprised as the opponents. The impact should not depend on a player’s ability to think quickly. For example, a player who says they were psyching should not be in a different position than one who says they forgot their system. Therefore, this policy should follow an objective standard. I will leave the details to the appropriate policy-making body.

## APPEALS CASE 28

**Subject:** Misinformation

**Event:** NABC+ Women's Pairs

*Second Qualifying Session, March 26*

Board: 20	Linda Spangler	
Dlr: West	♠ Q 4	
Vul: Both	♥ J 10 9 7 3	
	♦ Q 9 5	
	♣ K 10 7	
Susan Wexler	Margie Gwozdziński	
♠ 8 6 5	♠ K J 3	
♥ K Q 5	♥ A 8 2	
♦ 7 6	♦ A J 2	
♣ A Q J 4 2	♣ 9 8 6 5	
	Annette McCarty	
	♠ A 10 9 7 2	
	♥ 6 4	
	♦ K 10 8 4 3	
	♣ 3	

**West North East South**

\*\*not provided\*\*

Result: 3NT by East, down 1,  
N/S +100

**The Facts:** The Director was called after the hand was finished. E/W went down one in 3NT. On the opening lead of the ♠9, East had asked, “Are you still leading 3<sup>rd</sup> and 5<sup>th</sup> [best]?” N/S said yes. East told the Director she did not duck the ♠Q because she thought South had led from a four card suit. The previous board, East asked if N/S were playing any unusual leads. She was never told the lead of a 9 or 10 showed zero or two higher cards. The Director ruled that N/S’s answer was not responsive to the question and changed the result to 3NT, making 3, E/W +600.

**The Appeal:** N/S appealed. E/W did not attend the hearing. N/S admitted the question was poorly phrased, but they properly answered the question that was asked. N/S added that when East called the Director they offered to show her their convention card, but she refused to look at it.

**The Decision:** 3NT, down one, N/S +100. Law 75C (Page 119) requires a player to explain all special information conveyed to him through partnership agreement or experience. The Committee decided there were four reasons to allow the table result to stand. First, N/S answered the question truthfully. Second, “10 or 9 shows 0 or 2 higher” was clearly marked on both N/S convention cards. Third, had East asked a more appropriate question, she would have heard a different answer. Fourth, if East ducks the ♠Q, a diamond shift defeats the contract.

The Committee was surprised that this very experienced E/W pair called for the Director. If the Director had ruled as this Committee decided, and E/W chosen to appeal, this Committee would have found that appeal to be without substantial merit.

Committee: Ed Lazarus, chair, Lowell Andrews, Phil Brady, Doug Doub and

Bruce Keidan

*Editor:* Every panel member agreed with this decision. The only comments were about E/W.

**Rigal:** “I agree with the comments about E/W’s knowing better. This looks like an argument after the event not at the table.”

**Cohen:** “This is a case of two bites at the apple. My only regret is it didn’t cost E/W \$50.”

## APPEALS CASE 29

**Subject:** Misinformation

**Event:** B/C/D Pairs

*First Session, March 27, 1998*

Board 12	♠ J 2				
Dir: West	♥ K 7 4 3				
Vul: N-S	♦ K 8 2				
	♣ K Q 4 3				
♠ K 5		♠ Q 7 6			
♥ 8 6 5		♥ A J 10			
♦ Q J 10 3		♦ 9 7 6 5			
♣ A 9 6 5		♣ 8 7 2			
		♠ A 10 9 8 4 2			
		♥ Q 9 2			
		♦ A 4			
		♣ J 10			

West	North	East	South
Pass	Pass	Pass	1 ♠
Dbl	2NT <sup>1</sup>	Pass	3 ♠
Pass	3NT	Pass	4 ♠
All Pass			
Result: Made 4, N/S +620			

### *Explanations*

1) Limit raise

**The Facts:** E/W called for the Director when North's hand appeared. He ruled that passing 3♠ was not a logical alternative and allowed the table result to stand.

**The Appeal:** E/W appealed, and were the only ones at the hearing. E/W said that North admitted she forgot their agreement, and the Alert helped her remember. They suggested that passing 3♠ was a logical alternative.

**The Decision:** 3♠, making four, N/S +170. The Committee considered this to be a different case from Case #33. In that case the player knew what their bid would mean over a double, but failed to notice the bid. With bid boxes in use, the player in that case had authorized information that an opponent had doubled. In this case the Committee decided North forgot the meaning of the bid, and was awakened by the explanation. Under Laws 16A (Page 113) and 73C (Page 119), North may not use that unauthorized information in an attempt to recover. The Committee then considered whether passing 3♠ was a logical alternative. In the absence of information about the N/S methods, they decided that pass was a logical alternative.

Committee: Henry Bethe, chair, Dick Budd, Ellen Siebert, Mike Sokol and Brian Trent

*Editor:* The panel members agreed with this decision, but not without first criticizing the directors.

**Stevenson:** "This is a dreadful decision by the TD. Even in Europe with a much wider definition of a Logical Alternative there is no doubt that pass is a logical alternative to 3NT."

**Rigal:** "Was 2NT game forcing or invitational? With N/S not present I think the Appeals Committee had to rule the way they did."

*Editor:* Rigal makes a good point. Because North was not present at the hearing, we never learned whether 2NT was intended as forcing. Even if North testified, a statement that it was forcing would likely be regarded as self-serving. I suggest that North would be well advised to bring some system notes or at least a convention card to the hearing.

**Cohen:** “Seems right. 4♠ might have gone down, then we wouldn’t have seen this board.”

**Lortz:** “Suppose North had testified ‘just after I made the bid, I realized my mistake, even before my partner alerted’? The committee would, without doubt, regard that as self-serving. Should this North fare worse for ‘fessing’ up than the 2NT bidder in Case 33? No!”

## APPEALS CASE 30

**Subject:** Misinformation

**Event:** Flight A Pairs

*Second Session, March 27*

Board 19	David Schmidt	
Dlr: South	♠ K 5 2	
Vul: E-W	♥ K Q 7	
	♦ 7 6 5 3	
	♣ K Q 10	
Nancy Molesworth	Stephen Schmeer	
♠ A J 9 7 6 4	♠ —	
♥ A	♥ J 10 9 8 6 5 3	
♦ J 10	♦ Q 9 8 4	
♣ A J 8 2	♣ 4 3	
	Donald Sache	
	♠ Q 10 8 3	
	♥ 4 2	
	♦ A K 2	
	♣ 9 7 6 5	

<b>West</b>	<b>North</b>	<b>East</b>	<b>South</b>
1♠	All Pass		Pass
Result: Made 1, E-W +80			

**The Play:** The play went (lead marked with an \*, suit same as led unless otherwise marked):

Trick	West	North	East	South
1	A	♣Q*	3	7
2	♦J*	3	4	2
3	♦10*	5	8	K
4	J	K	4	♣9*
5	A	♥K*	3	4
6	♣2*	10	♥5	6
7	♠4	♥Q*	6	2
8	♣8*	♠2	♥8	5
9	♠6	♦6*	9	A
10	♠A*	5	♥9	3
11	♠7*	K	♥10	8
12	♠9	♥7*	J	♠Q
13	J	♦7	♦Q	♠10*

**The Facts:** When North led the ♣Q, West asked South for his understanding about it. South replied it was standard. After the hand, E/W called for the Director, who discovered that N/S were playing second of a sequence. The Director ruled that if West had the correct information she would have ducked, North would have continued (based on South's encouraging ♣7), and E/W would have made an eighth trick for E/W +110.

**The Appeal:** N/S appealed, and only North appeared at the hearing. He repeated what he said to the Director, that he would not have continued clubs. He said that without the club continuation N/S would have set 1 ♠ or held it to one.

**The Decision:** 1 ♠, making one, E/W +80. As the information given to Declarer about the lead was incorrect (Law 75, Example 1 at Page 119), they assessed N/S a procedural penalty. Law 12C2 (Page 112) gives the non-offending side (E/W) the most favorable result that was likely if there was no irregularity. The offending side (N/S) gets the most unfavorable result that was at all probable. The Committee analyzed possible variations in the play, including North continuing with the ♣K at trick 2. (If this was ducked, a club returned, and N/S gave this similar defense to that which occurred at the table, then N/S would force West to ruff one less time and N/S would not be endplayed in trumps as actually happened at trick 11; West would be endplayed and forced to lead a trump to South's 10.) The Committee determined that under either test West would take seven tricks. The Committee examined the N/S convention cards, and noticed the defensive carding sections were not identical. Law 40E1 (Page 114) permits the sponsoring organization to regulate the use of convention cards, and ACBL requires a pair to have two identical convention cards at the table. Because the differences directly contributed to the misinformation, they assessed N/S a board procedural penalty.

Committee: Ed Lazarus, chair, Mark Bartusek and Bruce Keidan

*Editor:* Most panel members agreed, but Cohen wanted a little more information.

**Cohen:** “Would like to know more about N/S carding agreements. Was the ♣7 at trick one count, encouraging or discouraging? Presume the Committee found this out, but its not in the write up. Can't argue strongly with the Committee.”

**Rigal:** “I like the procedural penalty here though it is a little on the harsh side. In practice it was South's answer to the question that caused the problem not the convention card - but the combination of the two is enough for the Appeals Committee to want N/S to get their act together.”

*Editor:* There are some agreements that a partnership is required to have. I would expect that opening honor leads is one of them. In this case, the committee decided the violation made no difference to the final result. However, that does not absolve N/S of all responsibility. This sharp reminder that all of us have a duty to our partners and opponents seems like just the right medicine.

## APPEALS CASE 31

**Subject:** Misinformation

**Event:** NABC National Swiss Teams

*Second Session, March 29*

Board 10	Billy Miller
Dir: East	♠ A 10 9 7
Vul: Both	♥ Q J 10 8 6
	♦ K 9 2
	♣ 2
Roger Lord	Sim Therrell
♠ Q 8 6 5 3	♠ K J 2
♥ A 9 7	♥ K 3 2
♦	♦ Q J 7 6 5
♣ A 10 9 7 4	♣ K 6
	Hamish Bennett
	♠ 4
	♥ 5 4
	♦ A 10 8 4 3
	♣ Q J 8 5 3

West	North	East	South
		1♦	Pass
1♠	Pass	1NT	Pass
2♣ <sup>1</sup>	Pass	2♦	Pass
2NT <sup>2</sup>	Pass	3NT	All Pass
Result: Down 1, N/S +100			

### *Explanations*

- 1) Relay to 2♦ [Alerted]
- 2) Inviting game with ♦'s [Alerted]

**The Facts:** Prior to the opening lead, South asked about the E/W auction. East told South that West showed an invitational hand with diamonds. West did not correct this explanation. South led the ♣5, and called for the Director when Dummy was faced. West stated he had misbid, and the explanation was correct. The Director applied Law 75 (Page 119), and ruled there was a misexplanation. As South might lead a diamond if told that West held clubs, the Director ruled 3NT down three, for N/S +300.

**The Appeal:** E/W appealed (West appearing). West stated he had available system notes that would prove he had misbid. The explanation that he held diamonds was correct. N/S both appeared, and all agreed that declarer took three spade, two heart and three club tricks. West excused himself briefly and returned with system notes showing that the explanation was correct.

**The Decision:** 3NT down one, N/S +100. The Committee accepted as true the printed system notes. Law 75 (Page 119) states there will be no adjustment if the explanation is correct and the player misbid. Further, Law 75B (Page 119) expressly allows West to say nothing about his misbid and prohibits any score adjustment based on his silence.

Committee: Karen Allison, chair (non voting), Mark Bartusek, Riggs Thayer and David Treadwell

Scribe: Jay Apfelbaum

*Editor:* The committee write up seems to say it all. The panel, and especially our Laws Commission Co-chair, summed it up nicely.

**Cohen:** “Hard to argue with the Committee.”

**Rigal:** “OK. I agree with West’s behavior - per the rules - and it seems to me he just got lucky (up to a point since spade games or partials look better). No penalty for being lucky.”

## APPEALS CASE 32

**Subject:** Misinformation

**Event:** NABC National Swiss Teams

*Second Final Session, March 29*

Board 15 Dir: South Vul: N-S  John Stiefel ♠ J 9 7 4 ♥ 10 8 7 ♦ 7 6 ♣ 9 8 7 3	Bob Morris ♠ K 10 6 3 ♥ K J 3 ♦ K Q 9 8 4 ♣ 5  Rich DeMartino ♠ A Q 8 5 ♥ Q 5 2 ♦ A 10 5 ♣ K 10 6  Bob Etter ♠ 2 ♥ A 9 6 4 ♦ J 3 2 ♣ A Q J 4 2
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West	North	East	South
			1 ♣
Pass	1 ♦	1NT	Pass
Pass	Dbl	All Pass	
Result: Down 5, N/S +1,100			

**The Facts:** The play began with a small diamond to North's Queen and East's Ace. East then played the ♠A and ♠Q, won by North as South discarded the ♣2. East asked about the N/S signaling methods, and was told "standard." N/S ran the diamonds. On the fourth diamond, East discarded a spade and South a heart. On the fifth diamond, East discarded the ♣6. North played a club and N/S took the rest of the tricks (1 Spade, 3 Hearts, 4 Diamonds and 3 Clubs). Later in the match, East learned that N/S also played odd-even discards. This was different from the earlier information, and may have changed the way East played the hand. He called for the Director, who ruled that with proper information East might not have discarded a club on the run of diamonds. He ruled the result at 1NT, down four, N/S +800.

**The Appeal:** N/S appealed. They admitted they did not fully explain their signaling methods, but they did not intend to mislead East. They pointed out that the ♣2 discard was a negative signal, the same message as in standard methods. The bidding and play strongly indicated South held the ♣A. East said that in odd-even methods, it is possible for a deuce to be encouraging when there are no odd-ranked discards available. South agreed with this possibility, but said N/S never discussed this treatment. His primary goal was to get North to continue diamonds. East admitted that after the long bridge week he may have been tired and not fully analyzed the hand when he discarded a club on North's long diamond.

**The Decision:** 1NT, doubled, down five, N/S +1,100. The Committee decided N/S violated Law 75C (Page 119) by failing to disclose that they played odd-even discards. However, this violation did not cause East to misplay the hand. East, a player of considerable skill, committed an egregious error when he discarded a club.

From the auction and play East knew North had 4 Spades, either 3 or 4 Hearts, 5 Diamonds and either 0 or 1 club. If North's singleton club was the Ace, then South might still have a marginal opening hand. However, North's play of the  $\spadesuit 9$  ahead of the  $\spadesuit 4$  implied heart values. Once South discarded a heart on the fourth diamond, East should know that a heart discard on the last diamond would guarantee him at least one more trick. The Committee decided that the club discard was an egregious error. However, N/S's failure to give a complete explanation of their methods was a serious violation. As a deterrent, the Committee assessed N/S a 3-imp procedural penalty (Law 90 at Page 122). The Victory Points for the match did not have to equal the total normally available.

Committee: Doug Heron, chair, Phil Brady, Harvey Brody, Barry Rigal and Steve Weinstein

*Editor:* Some panel members were less than enthusiastic in their support of this decision. They chose to not express their concerns, so we may assume they regarded the incomplete explanation as more serious. Treadwell concentrated on E/W's actions.

**Treadwell:** "It is a bit harsh to give N/S a procedural penalty for their slightly incomplete explanation of their signaling methods, but I can live with that. However, for E/W, an experienced pair, to even call the Director in this situation is a bit incredible. I wish the Director had ruled against E/W so that they, too, could be assessed a procedural penalty for an appeal with no merit."

**Stevenson:** "Is it normal for a procedural penalty as a fine to be assessed in imps rather than VPs? Does the ACBL lay down standard penalties for different forms of scoring?"

*Editor:* My understanding is that a procedural penalty may be assessed in matchpoints, imp's or VP's. There is no standard penalty for different forms of scoring.

One panel member decided to remain neutral. I agree.

**Cohen:** "This one involved my team, so better not to comment."

## APPEALS CASE 33

**Subject:** Unauthorized Information

**Event:** Silver Ribbon Pairs

*First Qualifying Session, March 22*

Board 19	Marilyn Klashman	
Dlr: South	♠ J 5	
Vul: E-W	♥ J 8 6 4	
	♦ Q 8 5	
	♣ K 4 3 2	
Gloria Brown	Shirley Presberg	
♠ A Q 9	♠ K 6 4 2	
♥ Q 10 2	♥ A 9 5	
♦ J 10 9 7 4	♦ 6 2	
♣ Q 6	♣ A 10 7 5	
	Barbara Glazerman	
	♠ 10 8 7 3	
	♥ K 7 3	
	♦ A K 3	
	♣ J 9 8	

West	North	East	South
Pass	Pass	1 ♣	Pass
2NT <sup>1</sup>	Pass	3 ♣	Pass
3NT	All Pass		
Result: Made 4, E/W +630			

### *Explanations*

1) Limit raise in Clubs [Alerted]

**The Facts:** West's 2NT bid was properly explained. The players used bidding boxes. West did not notice South's Double at the time she bid 2NT. She did notice it after East's 3♣ bid, and realized she had misbid. North led the ♠J to West's Queen. On the ♦9 lead, North played the Queen and South the King. South continued with the ♦A and ♦3. West eventually came to 10 tricks. N/S called for the Director when they learned of West's doubleton club. The Director ruled that E/W receive Average Minus based on a violation of Law 16A (Page 113), as the unauthorized information demonstrably suggested to West that 3♣ was not the correct contract. Because of the line of defense, the ruling left N/S with the score earned at the table.

**The Appeal:** Both pairs appealed. West did not realize South doubled the opening bid, and admitted the Alert awakened her. N/S stated their defense was predicated on West's "known" club fit. South overtook the Diamond to avoid blocking the suit because on the play so far and the bidding West was "known" to have 3-3 in the majors with at least four clubs.

**The Decision:** 3NT, making four, E/W +630. The Committee explored the law and determined that, although the Alert may have awakened West to her misbid, this was authorized information since it could be derived from a review of the auction and did not need partner's Alert. Further, as a matter of law, West is under no obligation to inform the opponents as to her misbid and she is permitted to attempt to rescue herself. Any damage consequent to the misbid and misinformation is not addressable. (Law 75B at Page 119)

Committee: Henry Bethe, chair, Dick Budd, Corinne Kirkham, Judy Randel and Nancy Sachs

*Editor:* This case presents a most troublesome problem. A player gains unauthorized information that dramatically affects their actual understanding of the auction. However, *authorized* information is readily available that would do the same thing. To further complicate things, it is the unauthorized information that awakens the player. How would you rule?

As might be expected, some panel members disagreed. Vehemently. First, those who had no vehement disagreement.

**Rigal:** “This is a tough one. I wish I had an opinion here. I don’t. I will rely on others to tell me whether the alert triggered West’s review of the auction. Instinctively I feel E/W got lucky here; I can’t justify that from the rules.”

**Cohen:** “No problem with Committee decision.”

*Editor:* When the Co-chair of the Laws Commission says he has no problem with a decision, I think we all need to think about it. Other panel members referred to a long-standing presumption that when both authorized and unauthorized information are present we should presume the action is taken on unauthorized information and decide accordingly.

**Huston:** “I thought in these alert-awakening situations we were supposed to presume that the alert awoke someone (unless there is strong evidence to the contrary) and deal with the case as an unauthorized information case. Here we have a case in which West admitted that the alert wakened her. Whether she would have wakened before the end of the auction based on other information before her at the table is purely speculative. It seems this Committee is ruling that one can be wakened to a misbid by the alert procedure so long as bidding boxes are being used and there is at least another round of bidding. I disagree.”

**Polisner:** “Normally, when the alert procedure awakens a player, he/she must act as if the alert had not occurred. In this case, why did the Committee assume that West would have seen South’s double the next round?”

**Lortz:** “When in doubt, we presume misexplanation (an infraction) rather than misbid. I suggest a similar principle should operate here. When it is POSSIBLE that partner’s action woke me up to whatever circumstance I was apparently previously unaware, it is presumed that it did, rather than my memory/eyesight/hearing etc. suddenly cleared up. I find it largely irrelevant that I COULD have ascertained the situation by licit means. Otherwise there will be countless offenders who will plead as North might have in Case 29. Just accept the worst of it and apologize for not paying attention.”

*Editor:* Stevenson disagrees with the decision, but adds to his list of concerns over the directors.

**Stevenson:** “Another lazy ruling by the TD, who should have ruled E/W –200 for 3♣, down 2. See Cases 17, 24, 25 and 27.”

Why would West review the bidding without the alert? While it is true that she knows she has made an error by both authorized information and unauthorized information, the AC should have considered whether she would necessarily have

discovered the error from the authorized information in the absence of the unauthorized information. Suppose there had been no alert: would West have necessarily checked the auction round the table, seeing South take out a Pass card? I do not think so, and believe an adjustment would have been fair.

*Editor:* There is no easy decision here. I spoke to some of the committee members about this one. They expressed the same sentiment. I believe each committee member genuinely tried to figure this one out. I also believe there will be many who disagree. Vehemently.

It would be easy and perfectly legitimate to criticize this decision. However, I believe there also are good reasons to agree with it. Aside from one point, there were no facts to determine. First, we had extraneous information. West had to completely ignore East's alert. In fact, West had to bend over backwards to make certain to not take any advantage. See Law 73C at page 119. Second, we had authorized information. The table used bidding boxes, so the auction was in plain view at all times. (NOTE: If bidding boxes were not used, there is no way the table result can stand. West might not have discovered the actual auction.) Also, the E/W agreements are authorized information. The one factual determination by the committee was that West knew that 2NT over 1♣-pass showed an 11-12 hcp balanced hand and 2NT over 1♣-double showed a limit raise in clubs, respectively.

The committee was present to listen to the players' testimony and judge their credibility. None of us are in a position to question their finding that West actually knew what the 2NT might mean.

The players used bidding boxes. The auction was visible to the players at all times. They were free to review it at any time. Even a casual glance might have provided a review. Or, in this case, a discovery that South did not pass.

West knew that bidding 2NT over 1♣-double showed a limit raise. West also knew that bidding 2NT over 1♣-pass showed 11-12 hcp and a balanced hand. Further, West knew that her partner misunderstood the true nature of her hand.

The first question is whether West is allowed to know that East believed she had a club raise rather than her actual holding. The answer lies in the auction, which is authorized information for West. It is true that East alerted her call (unauthorized), but the same information was available from a review of the bidding box cards. The law allows a player to extricate himself or herself from a misbid if they become aware of this through authorized means.

Therefore, if all of this information is authorized she is allowed to bid 3NT (or anything else) to get the partnership out of the probable poor 3♣ contract.

The problem here is that it was the extraneous information that awoke West to all of this. Even though the same knowledge was readily available by authorized information. When we learn something about partner's hand through unauthorized information we should try to continue in ignorance of this knowledge. Even if that means we get a horrendous score.

The committee decided, however, that West would have learned the true auction

regardless of the unauthorized information. While I cannot say whether West would have learned the truth, it is a legitimate conclusion for the committee. The committee members were there and able to judge the credibility of the parties.

It would be easy to conclude that because West learned of her misbid through unauthorized sources she should not be allowed to recover. However, the committee has created a legitimate exception. I suggest it become part of our common law. ***If the player would inevitably have discovered the information from authorized sources they may use it even if it was initially obtained by unauthorized means.***

## APPEALS CASE 34

**Subject:** Unauthorized Information

**Event:** NABC+ Women's Pairs II

*Second Qualifying Session, March 26*

Board 19 Dir: South Vul: E-W  Liane Turner ♠ 5 ♥ Q 6 3 ♦ A K 10 9 2 ♣ Q J 9 4	Loretta Bromberg ♠ Q 10 ♥ A 10 9 8 4 ♦ 6 5 ♣ A 8 5 3  Joan Remy-Moore ♠ A J 4 2 ♥ K J 7 5 ♦ Q 8 7 3 ♣ K  Zoe Hutchins ♠ K 9 8 7 6 3 ♥ 2 ♦ J 4 ♣ 10 7 6 2
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West	North	East	South
			3♠ <sup>1</sup>
Pass <sup>2</sup>	Pass	3NT	All Pass
Result: Made 4, E/W +630			

### *Explanations*

- 1) 3-5 hcp with 6+ spades [Alerted]
- 2) Questioned 3♠ bid before pass

**The Facts:** When South bid 3♠, North Alerted and volunteered that it showed 3-5 hcp and at least 6 spades. West asked North if South could have more points. North said no. The Director was called at the end of the hand. The Director ruled that West's question was unauthorized information for East. The question implies West had values, which demonstrably suggests East should bid rather than pass. Pass being a logical alternative on the East hand, the Director ruled the final contract of 3♠ by South, down three, E/W +150.

**The Appeal:** E/W appealed, and were the only ones who appeared at the hearing. West stated she asked one question of North and then passed in tempo.

**The Decision:** 3♠, down three, E/W +150, and keep deposit. This was not a tempo case, as suggested by E/W. West's question suggests she has values, and this information is unauthorized for East. The Committee felt pass was a logical alternative for East. She has 14 hcp and no obvious source of tricks. The Committee also felt this should have been clear to E/W, if not when the hand was played then by the time they appeared before the Committee.

Committee: George Dawkins, chair, Nell Cahn, Abby Heitner, Riggs Thayer and Michael White

(EDITOR'S NOTE: The Board of Directors changed this policy at its Summer meeting. See Page 7 for details)

*Editor:* Most panel members agreed with the ruling. First, however, lets hear from the dissenter.

**Polisner:** “Is the rule now that if your partner asks a question, you are barred unless you have a hand that needs zero help from partner? Based on simple arithmetic probabilities, West should have 11 hcp. Oh my gosh, she had 12! I would allow the table result to stand.”

*Editor:* Polisner’s point is that the auction probably marks West with values. True, but the question changes the odds from probable to certain. The other panel members expressed differing concerns.

**Rigal:** “This ruling seems absolutely bang on to me according to my ideas of the way the rules should work. But it seems contrary to the way the ACBL normally operates when it comes to questions (which I see as ‘you can ask anything you like at any time, and when you get an odd answer and ask again, that does not convey information to your partner’ as opposed to the superior British method of ‘do not ask questions at random. If you ask you put pressure on your partner’). Here West got an odd alert - why alert at all - and was thus entitled to ask I think. There should have been no pressure on East I would have thought.”

**Treadwell:** “The unnecessary alert of the opening 3♠ call led to the quite proper question by West. The Committee did not address this aspect of the case. Although I tend to agree with their ruling, N/S did contribute to the unauthorized information situation by the improper alert.”

**Cohen:** “Dislike penalizing a player for exercising a right given in Law 20 (Page [113](#)), but the Law does have a Law 16 (Page [113](#)) caveat footnote. Can accept the Committee’s decision.”

**Huston:** “I disagree with keeping the deposit. When one side commits an impropriety or an infraction that might signal to the other side that the proprieties are being handled a little loosely at this table, it seems harsh to me to keep the deposit of the other side when it poses a question about the material which is the subject of the impropriety. Volunteering the information may be an effort to be ultra-clean, but it is an impropriety and it can disrupt the propriety considerations of an opponent. West might not have asked any question if North had merely alerted, or West might have asked a question because she always asks questions when there is an alert. The volunteering of information may have taken West ‘out of book’ and encouraged the question. I agree with the bridge ruling but disagree with the ruling on the deposit.”

## APPEALS CASE 35

**Subject:** Inadvertent Bid

**Event:** NABC National Swiss Teams

*First Final Session, March 29*

Board 27 Dir: South Vul: None  Rich DeMartino ♠ Q 8 4 ♥ 4 ♦ Q J 6 ♣ J 9 8 7 6 2	Joseph Shay ♠ A J 9 5 ♥ A Q J 9 ♦ A 10 5 ♣ A Q  John Stiefel ♠ 10 ♥ K 6 5 3 ♦ K 9 8 3 2 ♣ 10 5 4  Candace Fowler ♠ K 7 6 3 2 ♥ 10 8 7 2 ♦ 7 4 ♣ K 3
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West	North	East	South
			Pass
Pass	2♣	Pass	2♥ <sup>1</sup>
Pass	2NT	Pass	3♣
Pass	3♦	Pass	(4♣) 4♦ <sup>2</sup>
Pass	4♥	All Pass	
Result: Made 4, N/S +420			

### *Explanations*

- 1) Alerted, two controls
- 2) Corrected bid

**The Facts:** The auction proceeded normally until South placed the 4♣ bid card on the table and West passed. Before North bid, South looked at her bid card and yelled, “Stop!” She called the Director and said she meant to bid 4♦, not 4♣. She had just noticed the wrong bid card. The Director questioned each player and looked at South’s hand. The Director quoted Law 25A (Page 114) and allowed South to change her bid without penalty, ruling that the 4♣ bid card was placed inadvertently on the table.

**The Appeal:** E/W appealed. The screening Director informed the Committee that E/W were told during screening that the floor Director had correctly interpreted Law 25A (Page 114) as it applies to bidding boxes. The staff were instructed to grant leeway when the players use bidding boxes, and to determine if the bid was a mistake or inadvertent. E/W agreed the 4♣ bid was inadvertent and that South was not trying to change a bad call, but said the correction was not immediate as required by Law 25A.

**The Decision:** 4♥, making four, N/S +420. The Committee decided that South attempted to change her call without pause for thought. The definition of immediate applies to the time of realization of the error, rather than the time of the bid, and must occur before partner makes a call. She inadvertently put the wrong bid card on the table. E/W already conceding this point, there was no bridge reason for the appeal. The Committee determined that (1) there were no disputed facts; and (2) no bridge judgment issue was raised or could be identified. Thus, the decision was a straightforward application of the law, and the Committee had no power (or justification) to overrule the Director’s ruling. As the law was correctly explained at

the screening, the Committee decided the appeal was without substantial merit and retained the \$50 deposit.

Committee: Doug Heron, chair, Phil Brady, Jon Brissman, Harvey Brody and Barry Rigal

(EDITOR'S NOTE: The Board of Directors changed this policy at its Summer meeting. See Page 7 for details)

*Editor:* The panel agreed with the committee, except for those who thought it did not go far enough.

**Rigal:** "OK."

**Treadwell:** "Why was E/W not assessed a procedural penalty for bringing this meritless case to Committee? Just keeping the deposit is not a sufficient deterrent."

**Cohen:** "Need to keep more fifties, and stop wasting the Committees' time. A one victory point penalty would not have been out of line."

*Editor:* Stevenson makes a different point, and a good one.

**Stevenson:** "I cannot believe that the TD looked at South's hand. This is very poor procedure. There would be a great chance of the TD providing unauthorized information to the opponents. TD's should never look into players' hands until the end of the hand."

## APPEALS CASE 36

**Subject:** Fouled Board  
**Event:** Silver Ribbon Pairs  
**First Session, March 23**

Hand (Board 16) and auction not reproduced as unnecessary.

North: Helene Drake

South: George Drake

East: Hanan Guiragossian

West: Bernard Figueiredo

**The Facts:** Board 16 was pre-duplicated and played in Round One. When played in Round Two, the South and West hands were exchanged. The Director assessed the automatic full board penalty against both pairs that had played the board during Round One.

**The Appeal:** Both pairs appealed the penalty and contended that they had played the board properly, put their cards back and had no discussion of the hand. They stated the exchanged hands could not be their fault.

**The Decision:** Full board penalty stands. The Directing Staff informed the Committee that penalties for fouling a board automatically apply any time an offense causes the board to be scored as a fouled board. The penalty is applied to all contestants assigned to the table where the board was last played properly unless there is evidence of other blame. The Committee found there was no other evidence of blame and allowed the automatic penalty to stand.

Committee: Dick Budd, chair, Harvey Brody and Ellen Siebert

*Editor:* A simple case for the panel. Wolff's comment made me smile.

**Rigal:** "Right on."

**Wolff:** "Res Ipsa Loquitur and in a bridge appeals case. Impressive!"

## APPEALS CASE 37

**Subject:** Revoke

**Event:** NABC+ Silver Ribbon Pairs

*First Qualifying Final Session, March 22*

Board 12	Marty Baff
Dlr: West	♠ A K J 10 8 6
Vul: N-S	♥ 8 5
	♦ A 9
	♣ J 6 5
Van Christenson	Sharon Christenson
♠ 7 3	♠ 5 4 2
♥ 10 7 4 2	♥ K 9
♦ Q J	♦ K 10 8 4 2
♣ K Q 8 4 3	♣ A 7 2
	Frank King
	♠ Q 9
	♥ A Q J 6 3
	♦ 7 6 5 3
	♣ 10 9

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

All Pass

Result: Down 2, E/W +200

### *Explanations*

- 1) Insufficient bid, corrected
- 2) Forced (Law 27, Page 114)

**The Facts:** After the session, South discovered that West might have revoked. He called for a Director, who told him that under Laws 64B and 64C (Page 117) equity could be restored if E/W confirmed their revoke. South told the Director how he thought the play went. The Director discussed the hand with E/W. They were certain they did not revoke. At different times during the discussion they suggested two entirely different lines of defense, but neither line agreed with South's recollection. The Director decided E/W had revoked and adjusted the score to the equitable result of 3♥, down one, E/W +100.

**The Appeal:** E/W appealed. North did not appear. E/W proposed the same two lines of play. The first line started with the lead of the ♦Q to the Ace and a diamond to West's Jack. E/W's second line also started with the ♦Q. Declarer finessed the ♥Q at trick two, crossed to dummy with a spade and repeated the heart finesse. Without playing another top heart declarer ran spades, discarding a club from hand on the third round. West ruffed the third round of spades and played the ♦J. East continued diamonds, and West eventually won another trump trick. South said he won the diamond lead, finessed in hearts twice using a spade entry and then cashed a third heart. West ruffed the second spade and declarer lost five more tricks in the minor suits.

**The Decision:** 3♥, down one, E/W +100. The Committee decided that South had correctly stated the play, and that West ruffed the second spade. South's decision to bring the matter to a Director coupled with his clear recollection of the play made his account more credible. Under Law 64C (Page 117), the Committee examined how the play would have gone without the revoke. They decided South would have won

eight tricks. The Committee returned the deposit after some discussion whether to retain it.

Committee: Barry Rigal, chair, Lowell Andrews, Bruce Keidan, Bill Laubenheimer and Ed Lazarus

**Dissenting Statement from Bruce Keidan:** The Committee voted 3-2 to return the deposit. In my view, this appeal was without substantial merit. E/W could not remember with any certainty how they defended the hand. During the hearing we heard roughly half a dozen purported defenses. When questioned by the Committee, E/W simply shrugged and said they could not remember for sure how it went. They could only repeat they were sure they did not revoke. Their recollection of the play was too uncertain to justify an appeal.

*Editor:* With one exception, the panel substantially agreed with the decision. First, the exception.

**Polisner:** “Doesn’t Law 64B4 or 64B5 (Page 117) apply preventing a penalty?”

*Editor:* Polisner is right . . . and wrong. The law prevents a penalty when the director is called this late. However, the director and committee decisions were based on equity. Law 64C (Page 118) requires the director to assign a score when the penalty (or lack of same) is insufficient compensation.

The remaining comments centered on the wisdom of the committee in even discussing retention of the deposit.

**Stevenson:** “Late rulings are a very poor idea and sympathy should be offered to the pair not asking for a ruling. Why should E/W remember a board so much later? I believe that South was lucky to get an adjustment and any suggestion of keeping the deposit unreasonable.”

**Cohen:** “Can’t argue with the bridge decision. When a committee wants to keep a deposit or assess a procedural penalty for an appeal without merit, it should be with a strong consensus by the members.”

## APPEALS CASE 38

**Subject:** Claims

**Event:** NABC+ Vanderbilt KO Teams

### *Second Round, March 23*

Board 8	Harry Steiner	
Dlr: West	♠ A K J 4 2	
Vul: None	♥ J 10 2	
	♦ 8 7 6 4	
	♣ 9	
Sidney Brownstein	John Potter	
♠	♠ 10 8 5	
♥ A 3	♥ Q 8 5	
♦ A Q 10 5 2	♦ K J 9 3	
♣ A K 10 8 7 6	♣ Q J 4	
	Ross Rainwater	
	♠ Q 9 7 6 3	
	♥ K 9 7 6 4	
	♦	
	♣ 5 3 2	

West	North	East	South
1♣	1♠	Pass	4♠
4NT <sup>1</sup>	Pass	6♦	6♠
7♦	All Pass		
Result: Made 7, E/W +1440			

### *Explanations*

1) Minor suits with longer clubs

**The Facts:** Against East's 7♦ contract, South led a low heart. East tabled his hand and claimed 13 tricks, but made no statement. N/S did not protest, and the board was scored E/W +1440. This was the final board of the set. After a few minutes, North called for the Director and expressed doubt about the claim. The Director ruled that N/S had acquiesced in the claim (Law 69A at Page 118), but he would consider the matter because the correction period had not expired (Law 79C at Page 121). Law 69B (Page 118) allows a player to withdraw acquiescence, but only "for tricks that could not be lost by any normal play of the remaining cards." Normal play "includes play that would be careless or inferior for the class of player involved, but not irrational." The Director ruled that any line of play that would fail to take thirteen tricks would be less than normal, and awarded E/W +1440.

**The Appeal:** N/S appealed. They agreed that the contract could always be made by ruffing two spades in the closed hand, but that this was not obvious.

**The Decision:** 7♦, making seven, E/W +1440. East listed some of his previous accomplishments, and the Committee was convinced that he is a player of considerable skill. It is easy for a player of his skill to ruff two spades in dummy and draw trump (two ruffs, one heart, four diamonds and six clubs). A player this skilled would have to adopt an irrational line of play to go down in 7♦. Because of the timing of this appeal (following an initial acquiescence rather than after objecting to the claim at the time it was made), the usual laws regarding claims did not apply. The sole issue here was whether the contested tricks could be lost assuming "normal" (appropriately expert) play by declarer. In reviewing the play, even if he was slightly careless and won the first trump in the wrong hand with the Ace, reasonable care still

gives him 13 tricks.

The Committee then considered whether to keep the deposit. Because it took some time to recognize the winning line of play, the Committee decided there was substantial merit to the appeal. The deposit was, therefore, returned.

Committee: Doug Heron, chair, Dick Budd, Michael Huston, Judy Randel and Ellen Seibert

Scribe: Jay Apfelbaum

**Dissenting Statement from Michael Huston:** I believe the appeal lacks substantial merit. This Committee accepted the claim in less than one minute. N/S, an experienced pair, did not present a bridge reason not to accept ruffing two spades in dummy and drawing trump. They showed no careless-but-not-irrational error that East could make. The only apparent reason for the appeal was that N/S did not understand the Laws covering claims. Lack of knowledge of the Laws by experienced players playing in a major national event should not constitute substantial merit for the appeal.

(EDITOR'S NOTE: The Board of Directors changed this policy at its Summer meeting. See Page 7 for details)

*Editor:* Most of the panel members agreed with the decision . . . and with the dissenting statement.

**Rigal:** "I agree with the dissenter here. Though why anyone should claim in a GRAND SLAM boggles the mind. This is a mama-papa hand to play."

**Treadwell:** "I think the dissenter in this case got it right. The appeal has no significant merit and the N/S deposit should have been retained."

**Cohen:** "Same as case 37."

*Editor:* Polisner raises a different point. Law 70 (Page 118) gives the benefit of the doubt to the non-claiming side. After reading Polisner's comment, please read Lortz' answer. I believe his answer says it all.

**Polisner:** "I have a mild concern about this decision. In fact, I would like the law to require a claimer to state a line of play or be subject to a much more strict definition of 'careless' vs. 'irrational.' Perhaps this declarer thought there were seven clubs in dummy and counted thirteen tricks without two spade ruffs in hand and carelessly draws four rounds of trump. We shouldn't be giving a claimer any benefit of the doubt in these cases."

**Lortz:** "There are 2 separate issues here:

a) Although I admit I probably wouldn't have questioned the claim, I would say if the objection had been raised immediately, I would be inclined to disallow the (flawed) claim. Jeff Polisner has a compelling example of declarer play in the LM pairs after (in violation of law) playing out a hand after a generic claim 'the rest are

mine'. The losing line is not easy to spot, but the declarer found it. I think we may be too liberal in defining irrational, especially for claims that ask the opponents to play the cards for you (the rest are mine - no statement of play).

b) the committee missed the point entirely as to applicable law. The objection was one raised during the corrections period, after the time for an immediate objection had expired. Here, Law 69B (Page 118) puts the burden on the side WITHDRAWING the acquiescence. They must show that they couldn't have LOST those tricks by any careless or inferior but not irrational play. They are presumed to have initially agreed with the claimer. If one takes that view, then N/S have no merit to their appeal, of course."

*Editor:* The facts are clear that Law 69 applies. Lortz' statement of who has the burden is right on.

## APPEALS CASE 39

**Subject:** Claims

**Event:** NABC+ Mixed Pairs

*Second Qualifying Session, March 24*

Board 21	Steve Shirey
Dlr: North	♠
Vul: N-S	♥ 10 4 3
	♦ J 10 7 5 3
	♣ Q J 7 6 5
Jan Soules	Gary Soules
♠ A 8 7	♠ K Q J 10 4
♥ K Q 2	♥ A 9 7 6
♦ Q 9 6 4 2	♦ 8
♣ A 4	♣ K 3 2
	Marjorie Kind
	♠ 9 6 5 3 2
	♥ J 8 5
	♦ A K
	♣ 10 9 8

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

Result: Claimed 6, E/W +480

**The Facts:** After a normal auction, South led the ♦K, then switched to the ♣10. Declarer won the ♣A in Dummy, then the ♣K in hand to ruff the third round of clubs in Dummy. He ruffed a diamond with the ♠4 and then claimed. He did not state a line of play. What followed is in dispute. East said he played the ♠K from hand. N/S disagreed. The Director ruled the claim valid, E/W +480.

**The Appeal:** N/S appealed. They repeated that East did not play the ♠K. South was entitled to a trump trick.

**The Decision:** 4♠, making five, E/W +450. Law 70A (Page 118) requires an equitable adjudication of the board, “but any doubtful points shall be resolved against the claimer.” East did not give any line of play, so the claim would be accepted if East would make twelve tricks despite a “careless or inferior” line of play for his class of player. East does not have to adopt an “irrational” line of play. The Committee decided East had not played the ♠K. At the time of the claim, there were two spades in Dummy. It would be at worst careless to win the first spade with the Ace in Dummy. This line would guarantee South a trump trick. (Note: At the time the Director made his ruling, he was not aware only two spades remained in dummy.)

Committee: Doug Heron, chair, Bobby Goldman, Abby Heitner, Bill Laubenheimer and Michael White

*Editor:* I want to thank the committee chair for the note at the end of the decision. It makes the director’s decision supportable, if perhaps a bit generous. The panel members all thought the decision was clear.

**Stevenson:** “The Appeals Committee has done well to correct a strange TD decision.”

**Rigal:** “Agree with the Appeals Committee. Good ruling.”

**Cohen:** “Committee did a good job.”

## APPEALS CASE 40

**Subject:** Claims

**Event:** NABC+ Open Pairs II

*First Final, March 27*

Board 11 Dir: South Vul: None  Gregory Arbour ♠ A 9 8 4 3 ♥ A J 8 4 ♦ 8 2 ♣ A Q	Brian Glubok ♠ ♥ 10 7 6 3 ♦ K J 10 9 7 6 ♣ K 7 5  Bryan Maksymetz ♠ K J 7 6 5 ♥ Q 5 2 ♦ Q 3 ♣ J 10 3  Gunnar Halberg ♠ Q 10 2 ♥ K 9 ♦ A 5 4 ♣ 9 8 6 4 2
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<b>West</b>	<b>North</b>	<b>East</b>	<b>South</b>
			Pass
1♠	2♦	3♠ <sup>1</sup>	All Pass
Result: Made 3, E/W +140			

**Explanations**

1) Preemptive

**The Facts:** West played 3♠. North led a diamond to South's Ace. A club was returned to North's King, who then cashed the ♦K before returning a club. West cashed the ♠A and leaned forward saying, "down one." As the other players leaned forward West added, "unless the ♥K is doubleton outside." The Director ruled making three.

**The Appeal:** N/S appealed, suggesting the qualifying statement came after a significant break and after West could have seen South's hand. E/W appeared about twenty minutes into the hearing and stated the claiming statement was continuous. West said he did not see South's hand.

**The Decision:** 3♠, down one, N/S +50. The Committee's deliberation consisted of two parts. First, the factual question whether there was a break in the statement. Second, whether Law 70 (Page 118) allows Declarer to play a heart to the Jack rather than the inferior play of leading the ♥Q (hoping for 10-9 doubleton in the North hand).

After discussion, the Committee decided there was a break between the concession of a heart trick and the qualifier. The question then revolved around Law 70D and 70E (Page 118), which may require Declarer to take an inferior or careless line of play but not an irrational one. The Committee noted that the hand was cold if South held the ♥K (eliminate clubs before conceding a spade to South).

Based on the wording of the appended claim and the specificity of ♥Kx, the Committee felt that careless or inferior play for this declarer would result in losing a heart trick.

Committee: Henry Bethe, chair, Dick Budd, Ellen Siebert, Mike Sokol and Brian Trent

*Editor:* Not everyone agreed with the decision.

**Cohen:** “Do not agree with the Committee. The Declarer was cold for the contract, as long as South held the ♥K, and West’s inferior line of play also happens to work. Declarer already stated one inferior line. What right did the Committee have to substitute its inferior line for Declarer?”

*Editor:* Cohen believes the declarer was allowed to play South for the ♥Kx. However, the committee determined that the statement about the king was not part of the claim. Therefore, the first question is whether declarer may take the heart finesse. I think he may, as Law 71C (Page 119) allows a line of play when the alternative is irrational. I believe failing to take the heart finesse is irrational. Now, consider the ways declarer can go down that include taking this finesse. First, he might forget to cash the club in dummy before giving South his trump. That leaves an exit card, and declarer now has to guess the heart suit. Second, he might give South a spade on the second round to leave a trump exit. Third, he might cash the club and then lead the ♥Q so South may cover. At this point, declarer will go down if he either (1) gives up the trump trick before cashing a second heart or (2) gives up the heart loser immediately.

I would regard the second and third line of play as irrational, but failing to cash the club just might be a careless yet not irrational mistake. Granting declarer is allowed to take the heart finesse, is it irrational to play for the ♥10-9 doubleton rather than the ♥K doubleton? And if it is careless yet not irrational to play for this combination in hearts, is it careless yet not irrational to both forget to cash the club and lead the ♥Q? This pushes matters to the limit for me. Maybe even beyond the limit. This is the final of a national championship. The declarer is a player of at least some experience. The combination of misplays is rather long and far-fetched for someone of his experience.

All this said, most of the panel members did not share my concerns.

**Huston:** “Apparently it didn’t occur to declarer that there was a lie of the Hearts which would allow him to score his contract, or he thought it too unlikely to specify when he claimed. Bridge is a game in which being careful pays dividends and this is true in claiming as well as other aspects of the game. I fully support this Committee’s decision.”

**Rigal:** “I think the Appeals Committee made the right ruling here. Anyone who could not spot the end play does not deserve to make his contract.”

**Stevenson:** “The TD best decides the factual basis of whether there was a significant break since he can hear statements immediately. It is unfortunate that the description given does not include the TD’s evidence.

I believe that in some appeals the TD attending the table is not heard by the Appeals Committee. This is an example of when he must be heard: otherwise making

a decision without a major part of the evidence flaws the judicial process. See Case 8.

The question of leading the ♥Q depends on whether the statement about king-doubleton is part of the claim. If it is then the possibility of leading the queen is irrelevant. If not, then clearly the claim cannot be allowed since leading the queen is not irrational.”

*Editor:* Stevenson makes an interesting point about the need for the floor director to attend these appeal hearings. In most cases, having the floor director attend the appeal hearing is neither practical nor would it add to the evidence given at the hearing.

I disagree with Stevenson that having the floor director present for this case would have helped the committee. The director was not present when declarer conceded the hand. However, there are cases where having the floor director present will help matters. In most of these cases the floor director will be a witness to the events. Their neutrality would make them a very useful witness.

## APPEALS CASE 41

**Subject:** Played Card

**Event:** NABC+ Mixed Pairs

*Second Qualifying, March 24*

Board 5 Dlr: North Vul: N-S  Pat Galligan ♠ J 6 4 2 ♥ A 9 3 ♦ Q 10 9 5 2 ♣ A	Alan Johnson ♠ A K 7 5 ♥ K J 10 8 5 ♦ — ♣ J 9 6 2  Loretta Bromberg ♠ 9 ♥ 7 6 4 2 ♦ K 6 3 ♣ K 10 8 5 3  Dianne Johnson ♠ Q 10 8 3 ♥ Q ♦ A J 8 7 4 ♣ Q 7 4
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<b>West</b>	<b>North</b>	<b>East</b>	<b>South</b>
	2♦ <sup>1</sup>	Pass	2♠ <sup>2</sup>

All Pass

Result: Down 1, E/W +100

**Explanations**

- 1) 4♠, 5♥, 11-16 hcp
- 2) Sign off

**The Facts:** During the play, the Declarer was in dummy and called for a heart. Dummy held the J-10-8. Dummy played the ♥8 and West won the trick with the ♥9. Declarer said she called for the Jack. The Director was called, and ruled the ♥8 a played card.

**The Appeal:** N/S appealed. South said she called for the ♥J.

**The Decision:** 2♠, down one, E/W +100. The other players at the table all heard South say either “heart” or “small heart.” Further, South had a chance to say something when North started to play a small heart. The Committee considered whether the appeal had any merit, and decided to retain the deposit. N/S made no effort to show it was incontrovertibly her intention to not play a low heart. N/S were fully aware what South said, and that Laws 45C4(a) (Page 115) and 46B (Page 116) required the play of the ♥8.

Committee: Martin Caley, chair, Judy Randel and Riggs Thayer

*Editor:* Most panel members agreed with merits of the decision.

**Rigal:** “Obviously correct.”

**Cohen:** “The Committee heard the facts and I accept its judgment.”

*Editor:* Lortz makes a point for making expert representation available for the parties. It also reminds me of my comments on Case 10. Perhaps our committees would do a better job if they considered, not only the arguments raised by the parties, but also relevant arguments not raised by the parties. I would also expect them to

consider the weight to give an argument granting that the party did not raise it.

**Lortz:** “Perhaps South would have benefitted from representation by counsel at the hearing, In contrast to the committee view, South definitely tried to show it was incontrovertibly not her intention to play a small heart. She contended that she didn’t! She said she played the Jack. Perhaps a shrewder advocate, hearing the other players testify to small heart, would have said that ‘Yes, I did blurt out ‘heart’, BUT that would be irrational, I really meant the Jack.’”

## APPEALS CASE 42

**Subject:** Played Card

**Event:** Bracketed KO, Third Round

*Friday Afternoon, March 27*

Board 9	♠ K Q 10 4 2
Dealer: North	♥ J 8 5
Vul: E-W	♦ K J 8
	♣ 10 5
♠ A 8 5	♠ 9 7 6 3
♥ K 9 6	♥ A Q 7 2
♦ 4 3	♦ 10 9 2
♣ A J 7 6 3	♣ 8 2
	♠ J
	♥ 10 4 3
	♦ A Q 7 6 5
	♣ K Q 9 4

West	North	East	South
	Pass	Pass	1♦
Pass	1♠	Pass	1NT
2♣	2♠	All Pass	
Result: Made 4, N/S +170			

**The Facts:** During the play, North detached the ♥8 from hand and held it about six inches above the table in a position that it could be seen. Upon observing that RHO had played the ♥9, not the anticipated honor, declarer took back the ♥8 and played the ♥J to win the trick. The director ruled that under Law 45C2 (Page 115), the ♥8 was not a played card.

**The Appeal:** E/W appealed. They felt that the fact that the ♥8 was detached and visible indicated an intention to play that card. The parties disagreed as to how near to the table the card was held.

**The Decision:** 2♠, making four, N/S +170. The Committee determined, based on the testimony, that the card was not held touching or nearly touching the table and that the declarer did not manifest the necessary intent to play it.

Committee: Carlyn Steiner, chair, Harvey Brody and Martin Caley

*Editor:* The decision is fairly clear. The declarer had detached a card. Perhaps to play it. The director heard from everyone and then ruled that it was not a played card. Both the director and the committee applied Law 45C2 (Page 115) correctly. The panel members not only agreed, but thought E/W should be warned about filing an appeal without merit.

**Stevenson:** “Appeals against the TD’s judgement of what happened lack merit, and I trust declarer was warned not to appeal on this basis again.”

**Rigal:** “OK”

**Cohen:** “These cases should be left in the screening room. E/W were mad because they weren’t +50 or -110. This appeal is without merit.”

## APPEALS CASE 43

**Subject:** Penalty Card

**Event:** Senior Pairs, March 27

Board 18	♠ A 8				
Dir: East	♥ J 7				
Vul: N-S	♦ A Q J 6 4 3				
	♣ A Q 2				
♠ K 10 9 6 5		♠ Q 4 3 2			
♥ K 10 9 5 4		♥ A 6 3 2			
♦ 8 7		♦ K 5			
♣ K		♣ 9 7 5			
	♠ J 7				
	♥ Q 8				
	♦ 10 9 2				
	♣ J 10 8 6 4 3				

West	North	East	South
		Pass	Pass
1 ♠	2 ♦	2 ♠	Pass
Pass	2NT	3 ♠	Pass
Pass	3NT	4 ♠	Pass
Pass	Dbl	All Pass	
Result: Made 4, E/W +590			

**The Facts:** East led the ♠2, and South began to spread his hand. The director was called, and ruled that the exposed South cards were all penalty cards. Director ruled that all of South's minor suits were exposed cards and gave West the lead options of Law 51 (Page 116). West had the option to forbid or demand a lead from the North hand. The play went as follows (lead marked with an \*, suit same as led unless otherwise marked):

Trick	West	North	East	South
2	K	♥J*	2	8
3	♠5*	8	2	J
4	7	A	5	♦10*
5	8	♦Q*	K	2
6	9	A	♠3*	7
7	♣K	♦J*	♠Q	9

When North won a trick with the ♠A, West demanded a diamond lead. This gave declarer a ruff and sluff. The Director ruled the table result would be 4♠, doubled, making 4, E/W +590.

**The Appeal:** N/S appealed. North stated that East's lead caused the problem, and for that reason E/W should not gain from South's inadvertent exposing of his hand. E/W made no statement.

**The Decision:** 4♠, doubled, making four, E/W +590. The Committee disagreed with North that East caused South to expose his hand. Law 20E (Page 113) requires each player to be aware of the auction. South was responsible to know the contract. Also, North could have defeated the contract by cashing the ♣A after winning a trick with the ♦A. For these reasons, the Committee would have retained a deposit had the option been available.

Committee: Steve Lawrence, chair, Lowell Andrews and Louis Quiggle

*Editor:* The last case, and it turns out to be the most curious of the tournament. Multiple penalty cards are covered by Law 51 (Page 116), one of the most rarely applied laws. As he was defending, North must have felt the “Sword of Damocles” was hanging over his head. In any event, the law is clear and both director and committee correctly applied it. Perhaps North did not understand the implications. He gets my sympathy. The panel members each had their own view.

**Rigal:** “Mondo bizarro. I can hardly believe the facts here, but I reckon that if East leads, [straight out of the Rueful Rabbit, who did the same thing] South should be entitled to work out from first principles that he is the dummy and should then be allowed to select a valid contract for his partner. Seriously, I think this was harsh, if comical.”

**Huston:** “A little information is missing. Did South lead the Diamond Ten because he was instructed to do so? If so, then doesn’t he pick up his remaining Diamonds. Did Declarer actually exercise his rights immediately before the lead of the Diamond Ten and the Diamond Queen? If he did, and chose to permit his opponents to play any card they wanted, then requiring the third round of Diamonds seems to be permitted by the laws.”

**Cohen:** “This appeal is also a joke. Penalize the appellants that waste committees’ time with match point penalties.”

*Editor:* Cohen is correct, but I think perhaps we should not ignore the human factor here. N/S felt (with some justification) they were trapped by East’s lead. The law is clear, but we should try to handle these situations as diplomatically as possible.

## Closing Comments from the Panel

**Treadwell:** “The Committee and Director Rulings with a few exceptions were good. I am still disturbed by the number of cases taken to Committee which have little or no merit. At least ten of the 43 cases from this tournament had little or no merit.

The \$50 deposit required for appeals from major events serves primarily by forcing a Committee to address the issue of merit. For many, perhaps most, players, a \$50 penalty is not sufficient to cause them to refrain from making an appeal lacking in merit. I think we should require Committees to check off on the appeal form whether the case had some merit, little merit, or no merit. We also should make it standard practice, with two exceptions, to assess a procedural penalty when an appeal is judged to have no merit, whether or not a deposit was required. The two exceptions are for head to head KO matches, and for relatively inexperienced players. I make the first exception because I do not think a penalty of this sort should directly accrue to the benefit of the other side, as it would have to do in a head to head match. The second exception is to be somewhat more lenient with inexperienced players lest we unduly discourage them.”

**Cohen:** “Bad decisions in Cases 10, 11, 14, 15, 26 and 40. The rest seem sound to me.

The Appeals Committee Chairmen should review the severely criticized decisions since we started listing committee members, and see if there are some committee people repeatedly appearing on these committees. If this is the case, these people should be dropped, or if this is not politically desirable – only used on appeals with strong and knowledgeable members.”

## Closing Comment from the Editor

There were too many appeals at the Reno NABC. The sheer number of cases where a committee at least considered keeping the deposit boggles the mind - sixteen cases in all. (Cases 6, 10, 15, 21, 22, 26, 27, 28, 30, 32, 34, 35, 37, 38, 41, and 43) Perhaps it is the litigious nature of bridge players. I believe the best medicine for this problem is more education.

Most bridge players never read the Laws of Duplicate Contract Bridge - nor should they. The basic mechanics of the game are not that complex. Players can use their common sense to follow the rules, and will be correct most of the time. We should try to find ways to educate them on the subtleties of the Laws and how they work. Right now, that education most often comes at the end of an appeal when the player is least likely to accept it.

Bridge is a game most people play for recreation. If we make it too hard for them to enjoy themselves, they will find their enjoyment elsewhere.

Permit me to suggest one way to educate the players, possibly without alienating them. With approval from our ACBL Board of Directors, we should prepare a very simple, one-page summary of each players rights and obligations for an appeal. The summary should include general information on the sorts of appeals that have merit

and the sorts that do not. It should separate rulings based on the law from those where facts are at issue, and help our member understand which is which. And it could instruct the players on the need for evidence to support self-serving statements. Through the use of simple, easily understood language many players will be able to self-screen their appeals.

The instruction sheet could be attached to the appeal form as an extra page and given to the player. More copies could be spread about the playing area for those who are interested.

I hope this case book begins a trend. As editor, I took great pains to refer whenever possible to the appropriate Law. The Law is included in the book for easy reference. Perhaps this will help to demystify the rules of our game. At least I hope so, but only time and your opinions will let me know if this effort was successful.

Finally, it seemed to me that, overall, the committee decisions were better than the director rulings. This is as it should be, but not because of any desire on my part for directors to do less than a perfect job. Our appeals committee should possess both (1) the bridge skill and (2) the knowledge of the Laws needed to arrive at better decisions. If our bridge appeal committees do not perform better than the directors, I see little need for them.

**Selected Provisions: Laws of Duplicate Contract Bridge**  
**Effective May 27, 1997**

**Law 9 - PROCEDURE FOLLOWING AN IRREGULARITY**

A. Calling Attention to an Irregularity

1. During the Auction Period

Unless prohibited by Law, any player may call attention to an irregularity during the auction, whether or not it is his turn to call.

2. During the Play Period

(a) Declarer or Either Defender

Unless prohibited by Law, declarer or either defender may call attention to an irregularity that occurs during the play period.

(b) Dummy (dummy's restricted rights are defined in Law 42 and Law 43)

(1) Dummy may not call attention to an irregularity during the play but may do so after play of the hand is concluded.

(2) Dummy may attempt to prevent declarer from committing an irregularity (Law 42B2).

B. After Attention Is Called to an Irregularity

1. Summoning the Director

(a) When to Summon

The Director must be summoned at once when attention is drawn to an irregularity.

(b) Who May Summon

Any player, including dummy, may summon the Director after attention has been drawn to an irregularity.

(c) Retention of Rights

Summoning the Director does not cause a player to forfeit any rights to which he might otherwise be entitled.

(d) Opponents' Rights

The fact that a player draws attention to an irregularity committed by his side does not affect the rights of the opponents.

2. Further Bids or Plays

No player shall take any action until the Director has explained all matters in regard to rectification and to the assessment of a penalty.

C. Premature Correction of an Irregularity

Any premature correction of an irregularity by the offender may subject him to a further penalty (see the lead penalties of Law 26).

## **Law 12C2 - DIRECTOR'S DISCRETIONARY POWERS**

### **C. Awarding an Adjusted Score**

#### **1. Artificial Score**

When, owing to an irregularity, no result can be obtained, the Director awards an artificial adjusted score according to responsibility for the irregularity: average minus (at most 40% of the available matchpoints in pairs) to a contestant directly at fault; average (50% in pairs) to a contestant only partially at fault; average plus (at least 60% in pairs) to a contestant in no way at fault (see Law 86 for team play and Law 88 for pairs play). The scores awarded to the two sides need not balance.

#### **2. Assigned Score**

When the Director awards an assigned adjusted score in place of a result actually obtained after an irregularity, the score is, for a non-offending side, the most favorable result that was likely had the irregularity not occurred or, for an offending side, the most unfavorable result that was at all probable. The scores awarded to the two sides need not balance and may be assigned either in matchpoints or by altering the total-point score prior to matchpointing.

3. Unless Zonal Organizations specify otherwise, an appeals committee may vary an assigned adjusted score in order to do equity. (NOTE: ACBL elected to specify otherwise.)

## **Law 16A - UNAUTHORIZED INFORMATION**

Players are authorized to base their calls and plays on information from legal calls and plays and from mannerisms of opponents. To base a call or play on other extraneous information may be an infraction of law.

### **A. Extraneous Information from Partner**

After a player makes available to his partner extraneous information that may suggest a call or play, as by means of a remark, a question, a reply to a question, or by unmistakable hesitation, unwonted speed, special emphasis, tone, gesture, movement, mannerism or the like, the partner may not choose from among logical alternative actions one that could demonstrably have been suggested over another by the extraneous information.

#### **1. When Such Information Is Given**

When a player considers that an opponent has made such information available and that damage could well result, he may, unless the regulations of the sponsoring organization prohibit, immediately announce that he reserves the right to summon the Director later (the opponents should summon the Director immediately if they dispute the fact that unauthorized information might have been conveyed).

#### **2. When Illegal Alternative Is Chosen**

When a player has substantial reason to believe <sup>fn</sup> that an opponent who had a

logical alternative has chosen an action that could have been suggested by such information, he should summon the Director forthwith. The Director shall require the auction and play to continue, standing ready to assign an adjusted score if he considers that an infraction of law has resulted in damage.

<sup>fn</sup> When play ends; or, as to dummy's hand, when dummy is exposed.

### **Law 20E - REVIEW AND EXPLANATION OF CALLS**

#### **E. Correction of Error in Review**

All players, including dummy or a player required by law to pass, are responsible for prompt correction of errors in restatement (see Law 12C1 when an uncorrected review causes damage).

### **Law 25A - LEGAL AND ILLEGAL CHANGES OF CALL**

#### **A. Immediate Correction of Inadvertency**

Until his partner makes a call, a player may substitute his intended call for an inadvertent call but only if he does so, or attempts to do so, without pause for thought. If legal, his last call stands without penalty; if illegal, it is subject to the applicable Law.

### **Law 27 - INSUFFICIENT BID**

#### **A. Insufficient Bid Accepted**

Any insufficient bid may be accepted (treated as legal) at the option of offender's LHO. It is accepted if that player calls.

#### **B. Insufficient Bid Not Accepted**

If an insufficient bid made in rotation is not accepted, it must be corrected by the substitution of either a sufficient bid or a pass.

#### **1. Not Conventional and Corrected by Lowest Sufficient Bid in Same Denomination**

##### **(a) No Penalty**

If both the insufficient bid and the bid substituted are incontrovertibly not conventional and if the bid is corrected by the lowest sufficient bid in the same denomination, the auction proceeds as though the irregularity had not occurred (Law 16C2 does not apply to this situation, but see (b) following).

##### **(b) Award of Adjusted Score**

If the Director judges that the insufficient bid conveyed such information as to damage the non-offending side, he shall assign an adjusted score.

#### **2. Conventional, or Corrected by Any Other Sufficient Bid or Pass**

If either the insufficient bid or the lowest sufficient bid in the same denomination may have been conventional or if the bid is corrected by any other sufficient bid or by a pass, (penalty) the offender's partner must pass whenever it is his turn to call (apply Law 10C1 and see Law 23 when the pass damages the non-offending side; and the lead penalties of Law 26 may apply).

### 3. Attempt to Correct by a Double or Redouble

If the offender attempts to substitute a double or redouble for his insufficient bid, the attempted call is canceled, and (penalty) his partner must pass whenever it is his turn to call (see Law 23 when the pass damages the non-offending side; and the lead penalties of Law 26 may apply).

#### C. Insufficient Bid out of Rotation

If a player makes an insufficient bid out of rotation, Law 31 applies.

## **Law 40 - PARTNERSHIP UNDERSTANDINGS**

### A. Right to Choose Call or Play

A player may make any call or play (including an intentionally misleading call - such as a psychic bid - or a call or play that departs from commonly accepted, or previously announced, use of a convention), without prior announcement, provided that such call or play is not based on a partnership understanding.

### B. Concealed Partnership Understandings Prohibited

A player may not make a call or play based on a special partnership understanding unless an opposing pair may reasonably be expected to understand its meaning, or unless his side discloses the use of such call or play in accordance with the regulations of the sponsoring organization.

### C. Director's Option

If the Director decides that a side has been damaged through its opponents' failure to explain the full meaning of a call or play, he may award an adjusted score.

### D. Regulation of Conventions

The sponsoring organization may regulate the use of bidding or play conventions. Zonal organizations may, in addition, regulate partnership understandings (even if not conventional) that permit the partnership's initial actions at the one level to be made with a hand of a king or more below average strength. Zonal organizations may delegate this responsibility.

### E. Convention Card

#### 1. Right to Prescribe

The sponsoring organization may prescribe a convention card on which partners are to list their conventions and other agreements and may establish regulations for its use, including a requirement that both members of a partnership employ the same system (such a regulation must not restrict style and judgement, only method).

## 2. Referring to Opponents' Convention Card

During the auction and play, any player except dummy may refer to his opponents' convention card at his own turn to call or play, but not to his own.\*

\* A player is not entitled, during the auction and play periods, to any aids to his memory, calculation or technique. However, sponsoring organizations may designate unusual methods and allow written defenses against opponents' unusual methods to be referred to at the table.

### **Law 45C - CARD PLAYED**

#### C. Compulsory Play of Card

##### 1. Defender's Card

A defender's card held so that it is possible for his partner to see its face must be played to the current trick (if the defender has already made a legal play to the current trick, see Law 45E).

##### 2. Declarer's Card

Declarer must play a card from his hand held face up, touching or nearly touching the table, or maintained in such a position as to indicate that it has been played.

##### 3. Dummy's Card

A card in the dummy must be played if it has been deliberately touched by declarer except for the purpose of arranging dummy's cards, or of reaching a card above or below the card or cards touched.

##### 4. Named or Designated Card

###### (a) Play of Named Card

A card must be played if a player names or otherwise designates it as the card he proposed to play.

###### (b) Correction of Inadvertent Designation

A player may, without penalty, change an inadvertent designation if he does so without pause for thought; but if an opponent has, in turn, played a card that was legal before the change in designation, that opponent may withdraw without penalty the card so played and substitute another (see Law 47E).

##### 5. Penalty Card

A penalty card, major or minor, may have to be played, subject to Law 50.

### **Law 46B - INCOMPLETE OR ERRONEOUS CALL OF CARD FROM DUMMY**

#### B. Incomplete or Erroneous Call

In case of an incomplete or erroneous call by declarer of the card to be played from dummy, the following restrictions apply (except when declarer's different intention

is incontrovertible):

1. Incomplete Designation of Rank

If declarer, in playing from dummy, calls “high”, or words of like import, he is deemed to have called the highest card; in fourth seat he may be deemed to have called for the lowest winning card of the suit indicated; if he directs dummy to win the trick, he is deemed to have called the lowest winning card; if he calls “low”, or words of like import, he is deemed to have called the lowest.

2. Designates Suit but Not Rank

If declarer designates a suit but not a rank, he is deemed to have called the lowest card of the suit indicated.

3. Designates Rank but Not Suit

If declarer designates a rank but not a suit:

(a) In Leading

Declarer is deemed to have continued the suit in which dummy won the preceding trick, provided there is a card of the designated rank in that suit.

(b) All Other Cases

In all other cases, declarer must play a card from dummy of the designated rank if he can legally do so; but if there are two or more such cards that can be legally played, declarer must designate which is intended.

4. Designates Card Not in Dummy

If declarer calls a card that is not in dummy, the call is void and declarer may designate any legal card.

5. No Suit or Rank Designated

If declarer indicates a play without designating either a suit or rank (as by saying, “play anything”, or words of like import), either defender may designate the play from dummy.

**Law 51 - TWO OR MORE PENALTY CARDS**

A. Offender to Play

If a defender has two or more penalty cards that can legally be played, declarer designates which is to be played at that turn.

B. Offender’s Partner to Lead

1. Penalty Cards in Same Suit

(a) Declarer Requires Lead of That Suit

When a defender has two or more penalty cards in one suit, and declarer requires the defender’s partner to lead that suit, the cards of that suit are no longer penalty cards and are picked up; the defender may make any legal play to the trick.

(b) Declarer Prohibits Lead of That Suit

If the declarer prohibits the lead of that suit, the defender picks up every penalty card in that suit and may make any legal play to the trick.

## 2. Penalty Cards in More Than One Suit

### (a) Declarer Requires Lead of a Specified Suit

When a defender has penalty cards in more than one suit, declarer may require the defender's partner to lead any suit in which the defender has a penalty card (but B1(a) preceding then applies).

### (b) Declarer Prohibits Lead of Specified Suits

When a defender has penalty cards in more than one suit, declarer may prohibit the defender's partner from leading one or more of such suits; but the defender then picks up every penalty card in every suit prohibited by declarer and makes any legal play to the trick.

## **Law 64 - PROCEDURE AFTER ESTABLISHMENT OF A REVOKE**

### A. Penalty Assessed

When a revoke is established:

#### 1. Offending Player Won Revoke Trick

and the trick on which the revoke occurred was won by the offending player, (penalty) after play ceases, the trick on which the revoke occurred, plus one of any subsequent tricks won by the offending side, are transferred to the non-offending side.

#### 2. Offending Player Did Not Win Revoke Trick

and the trick on which the revoke occurred was not won by the offending player, then, if the offending side won that or any subsequent trick, (penalty) after play ceases, one trick is transferred to the non-offending side; also, if an additional trick was subsequently won by the offending player with a card that he could legally have played to the revoke trick, one such trick is transferred to the non-offending side.

### B. No Penalty Assessed

The penalty for an established revoke does not apply:

#### 1. Offending Side Fails to Win Revoke Trick or Subsequent Trick

if the offending side did not win either the revoke trick or any subsequent trick.

#### 2. Second Revoke in Same Suit by Offender

to a subsequent revoke in the same suit by the same player.

#### 3. Revoke by Failure to Play a Faced Card

if the revoke was made in failing to play any card faced on the table or belonging to a hand faced on the table, including a card from dummy's hand.

#### 4. After Non-offending Side Calls to Next Deal

if attention was first drawn to the revoke after a member of the non-offending side has made a call on the subsequent deal.

5. After Round Has Ended

if attention was first drawn to the revoke after the round has ended.

6. Revoke on Twelfth Trick

to a revoke on the twelfth trick.

C. Director Responsible for Equity

When, after any established revoke, including those not subject to penalty, the Director deems that the non-offending side is insufficiently compensated by this Law for the damage caused, he shall assign an adjusted score.

**Law 69 - ACQUIESCENCE IN  
CLAIM OR CONCESSION\*\***

A. When Acquiescence Occurs

Acquiescence occurs when a contestant assents to an opponent's claim or concession, and raises no objection to it before his side makes a call on a subsequent board, or before the round ends. The board is scored as though the tricks claimed or conceded had been won or lost in play.

B. Acquiescence in Claim Withdrawn

Within the correction period established in accordance with Law 79C, a contestant may withdraw acquiescence in an opponent's claim, but only if he has acquiesced in the loss of a trick his side has actually won, or in the loss of trick that could not, in the Director's judgement, be lost by any normal play of the remaining cards. The board is rescored with such trick awarded to the acquiescing side.

**Law 70 - CONTESTED CLAIMS\*\***

A. General Objective

In ruling on a contested claim, the Director adjudicates the result of the board as equitably as possible to both sides, but any doubtful points shall be resolved against the claimer. The Director proceeds as follows.

B. Clarification Statement Repeated

1. Require Claimer to Repeat Statement

The Director requires claimer to repeat the clarification statement he made at the time of his claim.

2. Require All Hands to Be Faced

Next, the Director requires all players to put their remaining cards face up on the table.

3. Hear Objections

The Director then hears the opponents' objections to the claim.

### C. There Is an Outstanding Trump

When a trump remains in one of the opponents' hands, the Director shall award a trick or tricks to the opponents if:

#### 1. Failed to Mention Trump

claimer made no statement about that trump, and

#### 2. Was Probably Unaware of Trump

it is at all likely that claimer at the time of his claim was unaware that a trump remained in an opponent's hand, and

#### 3. Could Lose a Trick to the Trump

a trick could be lost to that trump by any normal play.

### D. Claimer Proposes New Line of Play

The Director shall not accept from claimer any successful line of play not embraced in the original clarification statement if there is an alternative normal line of play that would be less successful.

### E. Unstated Line of Play (Finesse or Drop)

The Director shall not accept from claimer any unstated line of play the success of which depends upon finding one opponent rather than the other with a particular card, unless an opponent failed to follow to the suit of that card before the claim was made, or would subsequently fail to follow to that suit on any normal line of play; or unless failure to adopt this line of play would be irrational.

\*\* For the purposes of Laws 69, 70, and 71, "normal" includes play that would be careless or inferior for the class of player involved, but not irrational.

## **Law 71C - CONCESSION CANCELED \*\***

A concession must stand, once made, except that within the correction period established in accordance with Law 79C, the director shall cancel a concession:

### C. Implausible Concession

if a player has conceded a trick that cannot be lost by any normal play of the remaining cards. Until the conceding side makes a call on a subsequent board, or until the round ends, the Director shall cancel the concession of a trick that could not have been lost by any normal play of the remaining cards.

\*\* For the purposes of Laws 69, 70, and 71, "normal" includes play that would be careless or inferior for the class of player involved, but not irrational.

## **Law 73C - COMMUNICATION**

### C. Player Receives Unauthorized Information from Partner

When a player has available to him unauthorized information from his partner, as

from a remark, question, explanation, gesture, mannerism, special emphasis, inflection, haste or hesitation, he must carefully avoid taking any advantage that might accrue to his side.

## **Law 75 & Examples - PARTNERSHIP AGREEMENTS**

### **A. Special Partnership Agreements**

Special partnership agreements, whether explicit or implicit, must be fully and freely available to the opponents (see Law 40). Information conveyed to partner through such agreements must arise from the calls, plays and conditions of the current deal.

### **B. Violations of Partnership Agreements**

A player may violate an announced partnership agreement, so long as his partner is unaware of the violation (but habitual violations within a partnership may create implicit agreements, which must be disclosed). No player has the obligation to disclose to the opponents that he has violated an announced agreement and if the opponents are subsequently damaged, as through drawing a false inference from such violation, they are not entitled to redress.

### **C. Answering Questions on Partnership Agreements**

When explaining the significance of partner's call or play in reply to an opponent's inquiry (see Law 20), a player shall disclose all special information conveyed to him through partnership agreement or partnership experience, but he need not disclose inferences drawn from his general knowledge and experience.

### **D. Correcting Errors in Explanation**

#### **1. Explainer Notices Own Error**

If a player subsequently realises that his own explanation was erroneous or incomplete, he must immediately call the Director (who will apply Law 21 or Law 40C).

#### **2. Error Noticed by Explainer's Partner**

A player whose partner has given a mistaken explanation may not correct the error before the final pass, nor may he indicate in any manner that a mistake has been made; a defender may not correct the error until play ends. After calling the Director at the earliest legal opportunity (after the final pass, if he is to be declarer or dummy; after play ends, if he is to be a defender), the player must inform the opponents that, in his opinion, his partner's explanation was erroneous.

**Two examples** may clarify responsibilities of the players (and the Director) after a misleading explanation has been given to the opponents. In both examples following, North has opened 1NT and South, who holds a weak hand with long diamonds, has bid 2♦, intending to sign off; North explains, however, in answer to West's inquiry, that South's bid is strong and artificial, asking for major suits.

#### **Example 1 - Mistaken Explanation**

The actual partnership agreement is that 2♦ is a natural sign-off; the mistake was in North's explanation. This explanation is an infraction of law, since East-West are entitled to an accurate description of the North-South agreement (when this infraction results in damage to East-West, the Director shall award an adjusted score). If North subsequently becomes aware of his mistake, he must immediately notify the Director. South must do nothing to correct the mistaken explanation while the auction continues; after the final pass, South, if he is to be declarer or dummy, should call the Director and must volunteer a correction of the explanation. If South becomes a defender, he calls the Director and corrects the explanation when play ends.

#### Example 2 - Mistaken Bid

The partnership agreement is as explained - 2♦ is strong and artificial; the mistake was in South's bid. Here there is no infraction of law, since East-West did receive an accurate description of the North-South agreement; they have no claim to an accurate description of the North-South hands. (Regardless of damage, the Director shall allow the result to stand; but the Director is to presume Mistaken Explanation, rather than Mistaken Bid, in the absence of evidence to the contrary.) South must not correct North's explanation (or notify the Director) immediately, and he has no responsibility to do so subsequently.

In both examples, South, having heard North's explanation, knows that his own 2♦ bid has been misinterpreted. This knowledge is "unauthorized information" (see Law 16A), so South must be careful not to base subsequent actions on this information (if he does, the Director shall award an adjusted score). For instance, if North rebids 2NT, South has the unauthorized information that this bid merely denies a four-card holding in either major suit; but South's responsibility is to act as though North had made a strong game try opposite a weak response, showing maximum values.

### **Law 79C - TRICKS WON**

#### A. Agreement on Tricks Won

The number of tricks won shall be agreed upon before all four hands have been returned to the board.

#### B. Disagreement on Tricks Won

If a subsequent disagreement arises, the Director must be called. No increase in score need be granted unless the Director is called before the round ends as specified in Law 8 (but Law 69 or Law 71 may supersede this provision when there has been an acquiescence or a concession).

#### C. Error in Score

An error in computing or tabulating the agreed-upon score, whether made by a player or scorer, may be corrected until the expiration of the period specified by the sponsoring organization. Unless the sponsoring organization specifies a later time, this correction period expires 30 minutes after the official score has been made

available for inspection.

### **Law 81C6 - DUTIES AND POWERS**

#### C. Director's Duties and Powers

##### 6. Errors

to rectify an error or irregularity of which he becomes aware in any manner, within the correction period established in accordance with Law 79C.

### **Law 82C - RECTIFICATION OF ERRORS OF PROCEDURE**

#### C. Director's Error

If the Director has given a ruling that he or the Chief Director subsequently determines to be incorrect, and if no rectification will allow the board to be scored normally, he shall award an adjusted score, considering both sides as non-offending for that purpose.

### **Law 86 - IN TEAM PLAY**

#### A. Average Score at IMP Play

When the Director chooses to award an artificial adjusted score of average plus or average minus in IMP play, that score is +3 IMPs or -3 IMPs respectively.

#### B. Non-balancing Adjustments, Knockout Play

When the Director assigns non-balancing adjusted scores (see Law 12C) in knockout play, each contestant's score on the board is calculated separately. The average of the two scores is then assigned to both contestants.

#### C. Substitute Board

The Director shall not exercise his Law 6 authority to order one board redealt when the final result of a match without that board could be known to a contestant. Instead, he awards an adjusted score.

### **Law 90 - PROCEDURAL PENALTIES**

#### A. Director's Authority

The Director, in addition to enforcing the penalty provisions of these Laws, may also assess penalties for any offense that unduly delays or obstructs the game, inconveniences other contestants, violates correct procedure, or requires the award of an adjusted score at another table.

#### B. Offenses Subject to Penalty

Offenses subject to penalty include but are not limited to:

##### 1. Tardiness

arrival of a contestant after the specified starting time.

2. Slow Play

unduly slow play by a contestant.

3. Loud Discussion

discussion of the bidding, play or result of a board, which may be overheard at another table.

4. Comparing Scores

unauthorized comparison of scores with another contestant.

5. Touching Another's Cards

touching or handling of cards belonging to another player (Law 7).

6. Misplacing Cards in Board

placing one or more cards in an incorrect pocket of the board.

7. Errors in Procedure

errors in procedure (such as failure to count cards in one's hand, playing the wrong board, etc.) that require an adjusted score for any contestant.

8. Failure to Comply

failure to comply promptly with tournament regulations or with any instruction of the Director.

### **Law 92B - RIGHT TO APPEAL**

A. Contestant's Right

A contestant or his Captain may appeal for a review of any ruling made at his table by the Director.

B. Time of Appeal

The right to request or appeal a Director's ruling expires 30 minutes after the official score has been made available for inspection, unless the sponsoring organization has specified a different time period.

### **Law 93 - PROCEDURES OF APPEAL**

A. No Appeals Committee

The Chief Director shall hear and rule upon all appeals if there is no Tournament or Appeals Committee, or when a committee cannot meet without disturbing the orderly progress of the tournament.

B. Appeals Committee available

If a committee is available,

1. Appeal concerns law

The Chief Director shall hear and rule upon such part of the appeal as deals solely

with the Law or regulations. His ruling may be appealed to the committee\*.

2. All other appeals

The Chief Director shall refer all other appeals to the committee\* for adjudication.

3. Adjudication of appeals

In adjudicating appeals the committee\* may exercise all powers assigned by these Laws to the Director, except that the committee may not overrule the Director on a point of law or regulations, or on exercise of his disciplinary powers. The committee may recommend to the Director that he change his ruling.

\* Zonal organizations may establish differing conditions of appeals for special contests.

### **Panel Ratings of Committee Decisions**

Each panel member was asked to rate the committee decisions based on two criteria. First, did the committee base its on the correct law and properly apply it? Second, did the committee arrive at the correct decision?

The two questions cover different areas. It is very possible for a committee to completely misapply the law yet get to the right decision. It is just as possible for a committee to correctly apply the law yet arrive at a hopeless conclusion.

The panel seemed to understand the differences. Consider Lortz' rating on law and merits for Case 40. Polisner for Case 15. Rigal and Stevenson for Case 11.

Here is the text of the instruction given each panel member:

Please rate each decision according to the following scale (both as to application of Law and merits of case on facts presented):

- 1 = Total disagreement
- 2 = Some disagreements
- 3 = Neutral
- 4 = Mostly agree
- 5 = Total agreement

**Panel Member**

Case	Avg.	Ralph Cohen	Michael Huston	Henry Lortz	Jeff Polisner	Barry Rigal	David Stevenson	David Treadwell	Bobby Wolff
1	4.375	5	5	4	5	2	5	5	4
2	4.500	5	5	4	5	5	5	3	4
3	4.875	5	5	5	5	5	5	5	4
4	3.875	4	4	5	3	5	4	2	4
5	4.125	5	5	5	5	5	2	2	4
6	4.625	5	5	5	5	4	4	5	4
7	4.500	5	5	2	5	5	5	5	4
8	4.250	5	5	4	5	5	2	4	4
9	3.875	5	4	1	3	5	5	4	4
10	4.500	2	5	5	5	5	5	5	4
11	3.500	1	2	1	5	5	5	5	4
12	4.625	4	5	4	5	5	5	5	4
13	3.875	5	3	3	5	4	3	4	4
14	3.750	1	3	2	5	5	5	5	4
15	3.875	2	5	5	5	1	5	4	4
16	4.500	5	5	5	5	3	5	4	4
17	4.000	5	3	4	5	5	2	4	4
18	4.625	4	4	5	5	5	5	5	4
19	4.250	4	4	4	5	4	5	4	4
20	4.125	5	4	5	3	5	2	5	4
21	4.625	5	5	5	5	4	5	4	4
22	4.625	5	5	5	5	5	3	5	4
23	4.625	5	4	4	5	5	5	5	4
24	4.750	5	5	5	5	5	4	5	4
25	4.500	3	4	5	5	5	5	5	4
26	3.750	1	2	5	5	5	5	5	2
27	4.750	4	5	5	5	5	5	5	4
28	4.750	4	5	5	5	5	5	5	4
29	4.625	4	5	5	5	5	5	4	4
30	4.286	3	4	5		4	5	5	4

31	4.750	4	5	5	5	5	5	5	4
32	4.000	3	4	5	3	4	4	5	4
33	3.500	5	2	1	5	3	3	5	4
34	4.500	5	4	5	5	3	5	5	4
35	4.625	5	5	5	3	5	5	5	4
36	4.571		5	5	3	5	5	5	4
37	4.000	5	5	5	1	5	2	5	4
38	4.500	5	5	5	2	5	5	5	4
39	4.875	5	5	5	5	5	5	5	4
40	4.000	2	5	5	5	5	1	5	4
41	4.500	5	5	2	5	5	5	5	4
42	4.500	5	4	5	3	5	5	5	4
43	4.250	5	4	5	3	3	5	5	4
Avg.	4.337	4.17	4.37	4.30	4.45	4.51	4.33	4.60	3.95

**Panel Member**

Case	Avg.	Ralph Cohen	Michael Huston	Henry Lortz	Jeff Polisner	Barry Rigal	David Stevenson	David Treadwell	Bobby Wolff
		Merits							
1	3.500	5	5	1	4	2	2	5	4
2	4.500	5	5	4	4	5	5	4	4
3	4.250	4	5	5	5	4	4	5	2
4	3.750	5	4	5	4	5	4	1	2
5	3.750	5	5	5	4	4	2	1	4
6	4.625	5	5	5	5	3	5	5	4
7	4.000	5	5	2	3	5	3	5	4
8	4.000	4	5	4	5	4	2	4	4
9	3.750	5	4	1	4	4	3	5	4
10	3.750	3	5	5	4	4	3	2	4
11	2.250	1	2	1	3	1	1	5	4
12	3.875	5	5	4	2	3	3	5	4
13	3.750	5	3	3	4	3	4	4	4
14	3.000	1	2	1	2	5	4	5	4
15	3.000	2	5	5	1	1	2	4	4
16	4.250	5	5	5	5	3	3	4	4
17	3.375	5	3	4	2	2	2	5	4
18	4.625	4	5	5	5	5	4	5	4
19	3.875	4	4	4	3	4	4	4	4
20	3.750	5	5	5	1	4	1	5	4
21	4.500	5	5	5	4	4	5	4	4
22	4.500	5	5	5	5	4	3	5	4
23	4.625	5	5	4	5	4	5	5	4
24	4.250	5	5	5	3	5	5	5	1
25	4.125	3	5	5	1	5	5	5	4
26	3.375	1	2	5	5	5	2	5	2
27	4.375	4	5	5	2	5	5	5	4
28	4.750	4	5	5	5	5	5	5	4
29	4.500	4	5	5	5	4	4	5	4
30	4.143	3	4	4		4	5	5	4

31	4.625	4	5	4	5	5	5	5	4
32	3.750	3	4	5	2	3	5	4	4
33	3.250	5	4	1	2	3	2	5	4
34	4.000	5	4	5	1	3	5	5	4
35	4.375	4	5	5	3	4	5	5	4
36	4.571		5	5	3	5	5	5	4
37	3.750	4	5	4	1	4	3	5	4
38	4.125	4	5	5	2	4	4	5	4
39	4.750	5	5	5	5	4	5	5	4
40	3.750	1	5	2	5	4	4	5	4
41	4.625	5	5	3	5	5	5	5	4
42	4.250	5	4	5	3	5	3	5	4
43	4.000	4	4	5	3	3	4	5	4
	4.014	4.07	4.49	4.09	3.45	3.91	3.72	4.56	3.79

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