

Gotham City

**New York NABC+ Appeals 2004, UNOFFICIAL Casebook**

**Note:** To download the official ACBL New York appeals casebook (and earlier official ACBL appeals casebooks), visit the ACBL website at:

<http://www.acbl.org/play/casebooks.html>

**Abbreviations**

AC	=	Appeals Committee
ACBL	=	American Contract Bridge League
AI	=	authorised information
AWMW	=	appeal without merit warning
BIT	=	break in tempo
BLML	=	bridge laws mailing list, <a href="http://www.amsterdamed.org/mailman/listinfo/blml">http://www.amsterdamed.org/mailman/listinfo/blml</a>
CoP	=	WBF Code of Practice for appeals committees (not yet officially endorsed by the ACBL)
DIC	=	Director-in-Charge
LA	=	logical alternative
MI	=	misinformation
PP	=	procedural penalty
TD	=	Tournament Director
UI	=	unauthorised information
WBF	=	World Bridge Federation

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### Some of the Dramatis Personae

**Herman De Wael** is an International Tournament Director from Antwerpen, Belgium. He has served as a member of the Tournament Appeals Committee of the World Bridge Federation and is a member of the Appeals Committee of the European Bridge League.

**Grattan Endicott**, 80ish, was born in Coventry, England and currently resides in Liverpool. He is divorced and has two sons, three grand-daughters, one grandson and two great grand-daughters. His late brother has furnished him with multitudinous blood relations across Canada including two great-grandnieces. He was invested in 1998 by the Queen as an Officer of the Order of the British Empire (OBE). He has been a dedicated member of many Laws Committees and is currently the secretary of the WBF Laws Committee. He has kept impeccable records and is a respected authority on the chronology of Laws interpretations.

**Marvin L. French** of San Diego, California, USA, an ACBL Life Master since 1956, has written many articles for *The Bridge World*, ACBL's *Bridge Bulletin*, and the defunct *Popular Bridge* magazine. He has been a BLML subscriber for many years.

**Nigel Guthrie** is *homo ipsa loquitur*. (See footnote 15.)

**Richard Hills**, the footnoting editor, is Immediate Past President of the Bridge Federation of the Australian Capital Territory. His competitive successes include winning five Australian Youth Bridge Championships, being Chess Champion of both Tasmania and Canberra, and winning his school's Spaghetti Eating Championship.<sup>1</sup>

**Frances Hinden** is a tournament player from Surrey, England. Recent successes include winning the 2003 Gold Cup. She used to direct club and county competitions regularly, and has recently joined the English Bridge Union panel of referees.

**Ron Johnson** is a strong club and former tournament player from Ottawa, Canada. He has won the New York regional open pairs. He has always been fascinated by tournament reports and appeals. He also writes fairly extensively on baseball.

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<sup>1</sup> *Richard Hills:*

I know Symmetric Relay, English Acol, and the Ghestem pox;  
 In my comment'ry on casebooks I've a pretty taste for paradox,  
 I quote in elegiacs all revokes of Heliogabalus,  
 When claiming I can state peculiarities parabolous;  
 I can tell undoubted squeezes from pseudo-squeeze epiphanies,  
 I know the croaking chorus from the Frogs of Aristophanes!  
 Then I can hum a ruling of which I've heard the players panic for,  
 And whistle all the airs from that infernal book Kaplanic Law.

*Chorus:*

And whistle all the airs from that infernal book Kaplanic Law,  
 While waiting for the airs from that infernal book Grattanic Law  
 Next year the airs from that infernal book Grattaataaaaaanic Law.

*Richard Hills:*

Then I can write on appeal forms in Babylonian cuneiform,  
 And cite the inconsistencies of exegeses scarce uniform:  
 In short, in casebook comment'ry, and as proof-reading editor,  
 I am the very model of a modern bridge competitor.

**Hilda R. Lirsch** is a well-known Tasmanian personality and bridge author. Her articles have frequently appeared in the Daily Bulletins of Australian National Championships.

**John R. Mayne**, 38, served as the Ethics Director for OKbridge for four years and has enjoyed many regional wins. As Ethics Director, he conducted hundreds of investigations into cheating, resulting in over 150 account removals for same.

When not playing bridge he is a Deputy District Attorney for Stanislaus County, California.

**John (MadDog) Probst**, English, an English Bridge Union TD. Also long-time TD of the Young Chelsea Bridge Club in London. Competent player with an idiosyncratic style of play. Also Chief Tournament Director of the mostly English (and some Australians too) on-line site BridgeClubLive!

**David Stevenson** is an International Tournament Director from Liverpool, England. He has served as a member of the Tournament Appeals Committee of the World Bridge Federation, and on Appeals Committees in the ACBL and Sweden. He is a member of the Laws & Ethics Committees in England and Wales. He was formerly the Secretary of the European Bridge League Tournament Directors' Committee, a commentator in the ACBL appeals books and Chief Tournament Director of the WBU. He has won many National titles.

**Steve Willner** is an experienced player from the Boston (USA) area who has been interested in bridge legal issues for over 20 years. His day job is research in astronomy.

### **And Now For Something Completely Different**

Edgar Kaplan asserted that tournament bridge would cease to be a meaningful competition, unless contestants acted as best as they could to win. A subsequent letter to Bridge World satirised Kaplan's position by postulating this hypothetical:

"You notice an opponent in a team-of-four match choking on his food. If he dies, you win the match by default."

In his reply to the above scenario, Kaplan noted that while the Bridge Laws were silent on whether to let an opponent choke to death, he still deprecated such an action.

**David Stevenson:** At the Spring 4s the TDs could not decide whether killing a TD should incur a 3 imp fine, or merely a warning on the first occasion.

**Grattan Endicott:** To my mind this is the wrong approach. The TD should consider whether information gained from the extraneous action has been used in the auction, an infraction - see the WBF Laws Committee minute of 24 August 1998, and if so apply Law 16. The example might be quoted in TD's seminars.

**Appeal Number One****There was no room for them in the inn**

**Subject:** Tempo  
**DIC:** Cukoff  
**Event:** LM Pairs - 1st Qualification

Bd: 2 **Josh Sher**  
 Dlr: East ♠A63  
 Vul: NS ♥KQ9762  
 ♦---  
 ♣QT86

**Roger Lord**

♠JT74  
 ♥3  
 ♦543  
 ♣AKJ92

**Jacqueline Sincoff**

♠Q852  
 ♥AJ  
 ♦AJ109  
 ♣754

**Clement Jackson**

♠K9  
 ♥T854  
 ♦KQ8762  
 ♣3

West	North	East	South
---	---	Pass	Pass
1♠(1)	2♥	Dbl(2)	4♦(3)
Pass	4♥	Dbl(4)	Pass
4♠	Pass	Pass	Pass

- (1) Possibly weak with as few as 4 spades
- (2) Negative, possibly inviting in spades
- (3) Diamonds and Hearts
- (4) Agreed BIT

**The Facts:** All agreed that East broke tempo before doubling 4♥. EW agreed that double of 2♥ did not guarantee spades, and that the later double was for takeout. Director was called at the end of the auction.

**The Ruling:** Pass was an LA to 4♠. Score adjusted to 4♥ doubled, making four for +790 to NS. (Laws 16A, 17F1, 12C2).

**The Appeal:** EW stated they play extended negative doubles. Although this was not on their current convention card for lack of room, they produced an older card showing this is part of their system. EW do not play penalty doubles. East said to be sure of defending, she must pass, although her double could be converted.

Both her first and second double can be a spade raise. Their card showed light initial action in third seat, sound openings in first and second seats. East was thinking of passing to get a plus score. West's opening bid is canapé. West said the information from the slow double is that he should pass because East may have been thinking of passing to go plus.

**The Decision:** EW have a 25-year partnership. The committee believed that East's second double was not penalty. Everyone believed there was a break in tempo before the double of 4♥. East said she did not

bid 3♥ over 2♥ because she did not want to commit to the three level, yet she subsequently made a takeout double at the four level.

Nobody on the Committee played this unusual system. However, after analysis, the Committee believed that the slowness of the double made it more likely that East had four spades and made 4♠, as opposed to pass, a more attractive call.

EW admitted that this system often forces them to guess the right strain at high levels; that they will start with a four card spade suit and guess what to do if doubled. Accordingly, the Committee did not feel that a pull to 5♣ was suggested by the break in tempo. However, since the slowness of the double makes 4♠ a more attractive call, the committee required West to pass. The Committee found that 4♥ would make four on most lines of play and defense and therefore upheld the Director's ruling.

**Dissenting Opinion (Mark Feldman):** Given the EW partnership agreements, and specifically the T/O nature of doubles, the break in tempo did not demonstrably suggest defending rather than bidding on. The break in tempo could have been because her hand was more defensive oriented than was optimal. Furthermore, very few, if any, players of Roger Lord's caliber would elect to defend with his hand opposite a T/O double. Admittedly, sometimes the nature of the problem can be discerned by body language and/or the tone of the double. But there was no claim of this by the NS pair. So I favored allowing Lord to bid rather than Pass.

Whether to allow him to bid 4♠ rather than 5♣ was less clear, since the tempo break did increase the likelihood of his partner (with whom he had some unusual understandings including that the initial Double might be with 4 spades) having four card spade support. My inclination was to allow "testing the waters" with 4♠; but I would have forced a retreat to 5♣ if 4♠ was doubled.

**Committee:** Richard Popper, Chairperson, Chris Moll, Bob Schwartz, Jay Apfelbaum and Mark Feldman.

#### **Casebook panellists ->**

**Herman De Wael:** I agree with the dissenting opinion. If we believe that the double is negative, then the hesitation double suggests some penalty orientation, so passing ought to be the suggested alternative, and bidding on must be allowed.

**John Probst:** Given a **negative** double from a passed hand, even with the constraints that this pair apply, no "expert" bridge player is going to pass 4♥ doubled. Worst case is an "insurance" one off in both rooms. At rubber or imps the takeout is automatic, and even at pairs the worst case scenario is no lock. Hence Pass is not even a LA.

**Hilda Lirsch:** The form of scoring is correctly highlighted by John Probst. "When in doubt, bid one more" is a bridge proverb more relevant to impeded teams scoring than to matchpointed pairs scoring. At imps, a 5 imps "insurance" premium, paid for one off in both rooms, guards against a disaster of losing 14 imps for a double-game swing. But matchpoints scoring is primarily decided by the frequency

of gaining a plus score, with the size of potential plus or minus scores being a secondary consideration.

Terence Reese, former World Champion, had this philosophy for resolving doubtful play-or-defend decisions in high-level competitive auctions, "It is easier to score four tricks defending, than it is to score ten or eleven tricks declaring."

From West's point of view, East's double doubling suggests about two defensive tricks, and West can (optimistically) hope that West's ♣AK are another two defensive tricks. Furthermore, passing East's double is more attractive for West because (as noted by Ron Johnson - see sidebar) West has no idea of **which** black suit is the cheapest East-West sacrifice. Ergo, I agree with the TD and the AC majority that passing the double of 4♥ is indeed (just) a logical alternative at (only) matchpoints scoring.

**Marvin French:** The 4♠ bid is certainly fishy, but I agree with the dissenter. Given their weird system (no business doubles?), I guess it's okay. Evidently a pass over 4♥ would not be forcing, as otherwise it would seem best to just pass and let West double or bid. East felt (oddly) that she was not strong enough to commit the hand to even 3♠, leaving a takeout double of 4♥ as her only option if she felt she was too strong to pass.

As for West, he hardly has a leave-in of a takeout double, and he could not risk bidding 5♣ if a passed-hand partner could have four spades.

While most doubles are not Alertable these days, playing that all doubles are for takeout is "highly unusual and unexpected" and should be the subject of a Pre-Alert before hands are taken from the board. Lack of room on the convention card? How come there was room on the old card?<sup>2</sup> There's plenty of room in the space for "Special Doubles" on the ACBL convention card. Furthermore, their canapé system must be pre-Alerted.

The TD should have determined whether the proper Pre-Alerts were made. If not, he should have assessed E-W a PP for failing to disclose their methods in accordance with ACBL regulations. If the Pre-Alerts were made, that should have been included in the writeup.

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**Sidebar -> Debate between Nigel Guthrie and Ron Johnson**

**Nigel Guthrie:** Pass is a logical alternative. The hesitation brings the anti-law 4♠ into the picture. Whether to keep the deposit is the question that the AC need to consider.

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<sup>2</sup> Perhaps the reason that they wrote a new card was because they had adopted a plethora of new conventions. If so, their new card may not have had room to describe all their old and new agreements.

Some years ago, the WBF experimented with a system regulation that gave conditional permission for a partnership to select from a list of agreements provided that all those agreements chosen by the partnership fitted neatly on their card. The regulation was a failure, since super-scientists used a very tiny font for their cards.

**Ron Johnson:** Nigel Guthrie wrote that, "Pass is a logical alternative." Why?

I'm usually on the other side of this argument but I just don't see it here.

A passed hand with at least Spade tolerance makes a takeout double and you see pass as an LA for a strong player? (I don't know the name, but the dissenting comment makes it reasonably clear that at least one member of the AC respects his judgement.)

**Nigel Guthrie:** West's 4♠ is wildly anti-law,

**Ron Johnson:** Yes, but despite the fanaticism of many of its adherents, the Law of Total Tricks hasn't achieved force of law.

There are millions of players who don't pay any attention to the Law of Total Tricks. I'd bet this partnership is not a Law of Total Tricks partnership. (It's always a potential problem for a canapé partnership.)

**Nigel Guthrie:** especially as East didn't have to have **three**, let alone **four** spades (unless East forgot to share this knowledge with opponents).

**Ron Johnson:** True. But in that case she'll have clubs. Rules of the game require 13 cards. 3 spades, short hearts and not a diamond one suiter.

Now maybe they'll end up playing a weak 4-3 instead of a good 5-4 or better. (Though I'll bet somebody runs if doubled. Veteran canapé players are usually alive to the possibility of a better spot to play.)

**Nigel Guthrie:** Even if the peculiar East-West understandings were **pre-alerted** and **on their CC**,

**Ron Johnson:** I too have lots of concerns about adequate disclosure. Wasn't room on the card indeed!

**Nigel Guthrie:** the second double logically must give West the **option** of passing.

**Ron Johnson:** In the sense that any takeout double can be passed. This double isn't defined as action or optional. It's pure takeout.

Now I know if I was there I'd want to know what they do with various awkward hand types.

**Nigel Guthrie:** In my opinion pass is West's only logical alternative.

**Ron Johnson:** Still don't see it. I'm having serious trouble coming up with hands that are consistent with the auction and have a prayer of beating the contract.

**Nigel Guthrie:** Incidentally, after UI, the director has a hard task defining permissible logical alternatives, whereas a player in a

long-term partnership will correctly guess his partner's problem almost all the time.

**Ron Johnson:** And this is why the director and AC have to ask themselves what peers of the player playing the same methods would do.

Trickier than normal here. Nobody plays these methods.

**Nigel Guthrie:** By the way, I am **not** suggesting it that it is up to the AC to compensate for this well known fault in the law.

**Ron Johnson:** I don't see this as a problem in the Laws. The only real problem I see is that far too many ACs are insufficiently sympathetic to the non-offending side.

(And perhaps I'm guilty of this here. I'm open to being convinced.)

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**David Stevenson:** West has a minimum hand apparently opposite a passed partner. His partner makes two takeout doubles - pass is not an LA. The ruling and majority appeal just is not bridge.

I do not actually agree with the dissenting opinion. If East wanted to show spade support at her second turn 4♠ seems clear. Since she made another takeout double 5♣ seems the only really sensible action with the West hand. I feel the slowness of the double suggests doing something other than the sensible action, so would not only disallow the 4♠ bid, but would have disallowed a pass if West had passed successfully.

I feel the strangeness of the system has caused the TD and AC to fail to apply basic UI principles in this case.





**The Decision:** NS did not have this convention marked on their card and did not supply the necessary evidence that North made an intentional misbid. The laws are fairly clear in this area and the alert could have awakened North to a possible bidding misunderstanding. Thus, the contract was rolled back to 2♥. Analysis of this complicated contract indicated that practically all lines of play led to only eight tricks. Therefore, both sides were awarded the score for 2♥ making two, +110 for NS. There was a brief discussion concerning an AWMW, but several members of the Committee believe that educating these foreign guests was a more appropriate response.

**Committee:** Mark Bartusek, Chairperson, Michael Huston, Kathy Sulgrove, Ellen Melson and Gail Greenberg.

**Casebook panellists ->**

**Hilda Lirsch:** North and South assert that they have an agreement that North's delayed double is takeout for the majors. If that is so, then North-South have a hole in their system, as North has no systemic way to continue after an initial "trap pass". It is not (yet) illegal to use a system with a hole in it, but ad hoc attempts to patch the hole may create an implicit agreement, which must be disclosed.

**David Stevenson:** This is more difficult than the AC seem to have realised: if North really knew his system then pass of 2♥ is arguably not an IA, and the presence of UI is irrelevant. It really comes down to the fact that if you play complex conventions you should have documentary evidence.

**Steve Willner:** There are many risks in violating a partnership agreement. One of them, especially if playing without screens, is that partner's correct explanation of the agreement will give you apparent UI and make your intended followup action illegal.

**Marvin French:** North's unsubstantiated statements are irrelevant.<sup>3</sup> The appeal was without any merit. Surviving to the second qualifying day implies a sufficient skill level to warrant an AWMW, foreigners or not. Equal treatment for all should be the rule in any event.

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<sup>3</sup> Instead of "irrelevant", a better adjective would be "unconvincing". Both TDs and ACs have the power, under Law 85, to assess disputed facts. The generally accepted criterion for determination of disputed facts is "balance of probabilities", not "beyond reasonable doubt". Therefore, in a different appeal, it is conceivable that the TD and/or AC might decide that an unsubstantiated statement was sufficiently convincing to satisfy the balance of probabilities.

**Appeal Number Three**

**Woe unto you, lawyers! for ye have taken away the key of knowledge**

**Subject:** Failure to Alert  
**DIC:** Cukoff  
**Event:** GNT Championship

Bd: 29 **Harry Steiner**  
 Dlr: North ♠A984  
 Vul: Both ♥KT64  
       \ ♦K2  
       \ ♣A62

<b>Mike Passell</b> \		<b>Eddie Wold</b>
♠JT7653	\	♠---
♥752	\	♥AQJ98
♦J	\	♦83
♣T85	\	♣KQJ943
	<b>Ken Scholes</b> \	
	♠KQ2	\
	♥3	
	♦AQT97654	
	♣7	

West	North	East	South
---	1♣	1♥	2♦
Pass	3NT	Pass	4♥(1)
Pass	4♠	Pass	6♦
Pass	Pass	Dbl	Pass
Pass	Pass		

(1) Behind screens: South to West at end of auction RKC in diamonds.  
 From North to East, nothing was said.

**The Facts:** Six diamonds doubled made six for +1540 for NS. The opening lead was a club. The Director was called after board 32 when EW spoke about NS explanations.

**The Ruling:** Score stands. East's choice of action over 4♠ was unlikely to be affected by difference in its meaning.

**The Appeal:** East said that doubling 4♠ as a Keycard response was absolutely clear, but it was murkier as to whether to double a 4♠ cue bid. West predicated his choice of leads on East's failure to double what he knew as a kickback response. If he had known that East did not know that 4♠ was a kickback response, he might have led a spade.

**Statements made by non-appealing side:** NS believed that EW should have been aware of the possibility that this was a kickback response and East could have protected himself. NS contended that East's double seemed to be clear in any case.

**Other Findings:** NS did not know that behind screens they were required to alert Blackwood variants at the time the bids are made. The Directors affirmed that they are so required.

**The Decision:** There was a failure to alert the kickback and its response. This constitutes misinformation. There was also a failure on East's side of the screen of North to inform East of the kickback

sequence so that he could have called a director then to say that he would have doubled 4♠ if he had known (as he contended he would have done if so informed) which also constitutes MI.

The Committee decided that kickback is not a convention so frequently played nor so patently recognizable that players (even excellent ones) should be expected to protect themselves from their opponents' failures to alert. In this case, South might have had a heart void and been cue bidding it. There was nothing "self alerting" about this sequence.

It was the Committee's opinion that while the double of 4♠ probably would have been a good call by East on the actual auction, it (the double) was hardly as clear as it would have been if East had been fully informed. Among other things, East, if armed with correct information, would have reason to believe that doubling the 6♦ contract after not doubling the 4♠ kickback response would probably induce the club lead. As it was, he thought he could be silent over 4♠ and still double a slam for a spade lead. East's explanation of his thinking was reasonable and the Committee found that there was, therefore, significant deflection from doubling 4♠ by North's failure to inform East of the alertable call.

Since the Committee found the deflection significant and attributable to the MI, the Committee adjusted the score. The Committee found it both sufficiently probable and likely that NS would bid a slam anyway that it predicted the adjustment on a 6♦ contract. However, based on the EW testimony, the contract of 6♦ would not be doubled. Therefore, the adjustment was to 6♦ down 1 for NS -100.

**Committee:** Richard Popper, Chairperson, Steve Robinson, Michael Huston, Chris Moll and Bob Schwartz (appeal report prepared by Mark Bartusek).

**Casebook panellists ->**

**David Stevenson:** I am not sure I actually agree with the decision, but it is well-thought out and nothing has been missed.

**John Probst:** In the United Kingdom I'd be much more inclined to award 60% of 6♦-1 and 40% of 6♦=. A UK AC may well go along with this. Nevertheless I think the ACBL AC got this one pretty much right. It may well be that a ACBL AC is less used to Law 12C3 adjustments. (60/40 is a sympathetic weighting in favour of the non-offending side.)

**Nigel Guthrie:** In my opinion the TD judged wrong and the AC judged right. Two comments on relevant laws and regulations:

- (1) Why are non-offenders ever denied redress when they fail to "protect themselves" by asking about unalerted bids that should be alerted. In my opinion this is just adding insult to injury. Like blaming the rape-victim.

(2) John Probst suggests a Law 12C3 adjustment (60% of 6♦-1 and 40% of 6♦=). Why? Such fudges delight law-breakers and punish non-offenders.<sup>4</sup>

**Hilda Lirsch:** In my opinion, there are dangers in automatically adjusting the score after a trivial failure to alert.

(But I agree with the AC and Nigel that the actual failure to alert was not trivial in this particular case.)

The purpose of an alert is to wake the opponents up to an unusual call. **If** the opponents already knew the meaning of a call, **then** the failure to alert that call has not caused any damage.

In my opinion, sea-lawyers should not gain a double shot at a good result due to a trivial failure to alert.

**Marvin French:** Is it not pretty clear that East did not double 4♠ because he didn't want to deter N-S from bidding a diamond slam? He hoped West could diagnose the spade void when he later doubled, even though the traditional Lightner double would call for a club lead. He lost that gamble, and then he wants his money back. His irrelevant testimony that "it was murkier to double a 4♠ cue bid" is specious, as is West's statement that he might have led a spade had he known that East was unaware of the Kickback response. Why would it matter what 4♠ showed? The AC bought the E-W arguments hook, line, and sinker, and it seems very likely that South (unafraid of a club lead) would have bid 6NT if 4♠ had been doubled.

East-West charitably said that 6♦ would not be doubled after a double of 4♠. Of course they did, because they knew a 6NT slam would then be likely. Such testimony is not only unbelievable but irrelevant. ACs must come to conclusions on their own, not through unsubstantiated testimony by biased participants. N-S should get a PP for egregious violation of Alert regulations, that's all.

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<sup>4</sup> Under the current 1997 Laws of Duplicate Bridge, some Laws have optional effect. One such Law is Law 12C3: "Unless Zonal Organisations specify otherwise, an appeals committee may vary an assigned adjusted score in order to do equity." Possibly for the "delight law-breakers" reason, the ACBL Zone has not yet authorised use of Law 12C3 for ACBL events. But, as John Probst notes, use of Law 12C3 does have the advantage of avoiding giving the non-offending side an excessive benefit (which the non-offending side might not always have earned if there had been no infraction).

**Appeal Number Four**  
**Which passeth all understanding**

**Subject:** MI  
**DIC:** Cukoff  
**Event:** LM Pairs - 2nd Final

Bd: 6 **Paul Bethe**  
Dlr: East ♠J963  
Vul: EW ♥2  
♦Q3  
♣T98753

<b>Tarek Sadek</b>	<b>Ahmed Hussein</b>
♠Q4	♠75
♥AT8743	♥KQJ5
♦K6	♦AJT975
♣K42	♣6

**Jason Feldman**  
♠AKT82  
♥96  
♦842  
♣AQJ

West	North	East	South
---	---	1♦	1♠
2♥	4♠	Pass (1)	Pass
Dbl	Pass	5♥(2)	5♠
Dbl (3)	(4)		Dbl
Pass	Pass	Pass	

- (1) Alerted, no questions
- (2) South asked and heard "Pass is forcing, 5♥ is slam invitational"
- (3) North asked and West said "Pass forcing, 5♥ would have been slam invitational." North asked South if that was what he heard.
- (4) TD called

**The Facts:** 5♥ doubled went down one for NS +200. The opening lead was a small club. The Director was called after West doubled 5♠.

NS both said they both understood the explanation to be that pass and pull was stronger than an immediate 5♥ by East. EW both said West stated 5♥ would have been invitational. EW also objected strongly to NS's cross table talk. East could not see how South could believe it to be a slam invitation looking at 14 HCP.

**The Ruling:** West's double and South's 5♠ call were cancelled under Law 21B1, inadequate explanation.

**The Appeal:** No statement noted.

**The Decision:** There were two questions asked by NS during the auction:

1. After the 5♥ bid, South asked about the meaning of the alert. While the Appeals form stated that EW had responded to the question about the alert that 5♥ would have been invitational, the testimony of NS and the response by EW to the Committee resulted in the opinion

being formed that what EW actually had said was that 5♥ is invitational. Since 5♥ had been subsequently bid, NS inferred that EW was responding to the complete auction, not just to the question that was asked.

2. North asked for further interpretation of the auction after the double of 5♠ because he noticed some confusion by his partner. North agreed with the Committee that his question was perhaps improper since he had no reason to ask a question except to attempt to clear up the meaning of the auction for his partner.

The Director was called at this time. Away from the table, South told the Director that he had understood the meaning of EW's bids (that double and then bidding 5♥ was weaker than a direct 5♥ bid) he would have doubled 5♥ instead of bidding 5♠. The director, as a result of discussion with both the South and North players, ruled that there was misinformation under Law 21B1. South was therefore allowed to double 5♥ instead of bidding 5♠ resulting in a score of +200 for NS. The Committee felt that EW's explanation of their bidding was unclear resulting in misinformation to NS.

**Dissenting Opinion (Ed Lazarus):** EW was asked only to describe what the alert of the Pass of 4♠ meant. EW's explanation was therefore only to that question. EW stated that the alert meant that pass is forcing and 5♥ is stronger. NS did not ask for the explanation of the complete bidding. There was no reason for NS to infer that EW's explanation to the alert also included information about the subsequent 5♥ bid.

The Director made a decision that there was misinformation given by EW, that Law 21B1 applied and therefore allowed NS to double 5♥ instead of bidding 5♠. I am of the opinion that no misinformation was given and that the contract should be 5♠ doubled down two by NS.

**Committee:** Larry Cohen, Chairperson, Ed Lazarus, scribe, Tom Carmichael, Ralph Cohen and Chris Moll.

**Casebook panellists ->**

**Marvin French:** Evidently the 5♠ bid shown on the diagram was a typo and the contract was 5♥.<sup>5</sup> I doubt that forcing passes are Alertable. It is only when a forcing passer pulls a double to indicate slam interest that an Alert should be issued.

I agree with the dissent.

**Hilda Lirsch:** I disagree with the quibble by the dissenter, Ed Lazarus. Law 75C (Answering Questions on Partnership Agreements) states, "...a player shall disclose **all** special information conveyed to him through partnership agreement or partnership experience..."

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<sup>5</sup> Many players foolishly fail to call the TD immediately after an opponent reveals previous misinformation. Therefore, many players are unaware that Law 21B1 permits the TD to give the non-offending player who has most recently called the option to change their call. On this deal, there was not a typo; rather, a non-offending player exercised their Law 21B1 option, changing their original 5♠ call to a Double of 5♥.

Therefore, if I had been West, I would have given **all** special information by answering, "On the previous round of the auction, 5♥ would have been a slam try, but Pass was still forcing. Partner's actual delayed 5♥ denies a slam invitation."

**David Stevenson:** It is always the responsibility of people giving the explanation to make sure that it is full and understood by opponents<sup>6</sup>. Since this explanation was not apparently clear it constitutes misinformation.

I do dislike North's professional question. He should be warned under Law 73B1. If something is wrong then it will be sorted out by the TD or AC, but any extraneous communication between partners is inappropriate even if done with the best of intentions.

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<sup>6</sup> "Understood by opponents" should perhaps be altered to "reasonably understandable by reasonable opponents". Law 21A states, "A player has no recourse if he has made a call on the basis of his own misunderstanding."



**Appeal Number Five**  
**Let me shift for my self<sup>7</sup>**

**Subject:** UI  
**DIC:** Cukoff  
**Event:** LM Pairs - 1st semifinal

**Bd:** 23 **Gene Freed**  
**Dlr:** South ♠J6  
**Vul:** Both ♥AJ5  
 ♦JT942  
 ♣T97

<b>Steve Garner</b>	<b>Howard Weinstein</b>
♠QT853	♠K92
♥KQ63	♥T72
♦A5	♦8
♣82	♣AKQ543

**Betty Ann Kennedy**  
 ♠A74  
 ♥984  
 ♦KQ763  
 ♣J6

West	North	East	South
---	---	---	Pass
1♠	Pass	2♣(1)	Pass
2♥	Pass	2♠	Pass
4♠(2)	Pass	Pass	Pass

- (1) Game Forcing  
 (2) Minimum

**The Facts:** The contract was 4♠ down one after the lead of the ♦J. The director was called at the end of the hand.

The play was as follows: Declarer won the ♦A and ruffed a diamond at trick two. He now played the ♠K. Everyone agreed that South thought a while before playing low. Declarer now played the ♠9 from dummy and ducked it to North's jack.

North returned a club and played another club when in with the ♥A, thus killing dummy's club suit.

**The Ruling:** South's break in tempo before playing low on the first round of trumps demonstrably suggest that she holds the ace. When North was in with the ♠J, it is necessary for him to cash his ♥A before it goes away if declarer had the ♠A.

Because the UI suggested that it was safe to try and kill the club suit, the directors felt that cashing the ♥A was a logical alternative. The result was changed to 4♠ making four for +620 for EW.

**The Appeal:** NS appealed. North stated that when West ruffed the diamond at trick two, it revealed that declarer did not have the ♠A,

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<sup>7</sup> Sir Thomas More (1478-1535), on mounting the scaffold, "I pray you, master Lieutenant, see me safe up, and my coming down let me shift for my self."

since if he did have it, he would just pull two trumps and run clubs, thus losing a spade and a heart. Therefore, he played his partner for the ♠A and continued a club to kill dummy.

**The Decision:** A real possibility on this hand is that West had ♠A108xx ♥Kxxx ♦Ax ♣Jx. If he does, then he might well pass the spade into the North hand in order to keep South off lead so that a heart can't be led through his king. Because of South's BIT, however, North had reason to believe that was not West's hand and that South had the ♠A.

From North's point of view, if West has the hypothetical hand above, then he must cash the ♥A to hold the contract to five. Since this is a logical alternative to the line of play suggested by the BIT, the committee imposed it (requiring North to take his ♥A when he was in) holding the contract to EW +620.

An AWMW was given to the appellants. North was in a position to know from the UI that his partner had the ♠A. This made the return very easy. Without that information, the return is riskier. The committee believed that North was in a good position to figure out the ethical implication and the requirements for him, but he did not.

**Committee:** Michael Huston, Chairperson, Chris Willenken, Lou Reich, David Berkowitz and Ellen Melson.

#### Casebook panellists ->

**Nigel Guthrie:** Best declarer play is probably to run ♠8 immediately (with good chances even if the finesse loses. His actual play may be inferior but, in my opinion, the TD, AC, and Marvin are right about the ruling because the UI helped North choose among logical alternative defence strategies. I'm not so sure about the AWMW. Why was this appeal so bad -- compared with number 1 or number 12, for example?

**John Probst:** I agree that a possible holding is indeed ♠Axxxx ♥Kxxx ♦Ax ♣xx, but a declarer holding that would not have ruffed the diamond first. I do not buy the argument that North should allow for this hand.<sup>8</sup>

The play of the spades is a guess, which NS have made sure EW will get wrong. Some of the time (given West has clearly played for ♠AJxx in South on the hesitation and is limiting his losses) West may take the view that South is 3-3 in the blacks and will play clubs after two rounds of trumps. I award 33% of 4♠= to EW, result stands for 67% of the time.

This will be a minority decision in any AC :-)

**Ed Reppert:** "Because the UI suggested that it was safe to try and kill the club suit, the directors felt that cashing the ♥A was a logical alternative."

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<sup>8</sup> Declarer must ruff a diamond first. Otherwise, when he ducks a trump to North, a diamond return will strand him in dummy (unless declarer has an entry in the ♣J).

This makes no sense to me. It seems to be putting the cart before the horse.

**Hilda Lirsch:** Good point from Ed Reppert. Careless talk costs lives; using sloppy language encourages sloppy reasoning. To be consistent with Law 16 (Unauthorised Information), the AC's statement of its reasoning should have been reworded to read, "Because the UI suggested that it was safe to try and kill the club suit, the directors felt that, of the possible logical alternatives, cashing the ♥A was the only legal logical alternative."

**David Stevenson:** Well thought out ruling and appeal, but because of the complexity an AWMW seems to be taking it too far.

**Marvin French:** The litigious Mr. Freed gets a well-deserved AWMW instead of the \$50 fine he used to receive.<sup>9</sup>

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<sup>9</sup> If Mr Freed is litigious, he deserves only partial blame. From the late 80s to the early 90s, it was semi-official ACBL policy for TDs to avoid judgement decisions, with TDs instead semi-officially required to automatically rule against the offending side. This meant that excessively draconian rulings against offending sides had to be rolled back by ACs on appeal. An unintended consequence was encouragement of litigiousness. Nowadays, the ACBL has a more sensible semi-official policy on judgement rulings by TDs, congruent with this statement from the WBF Code of Practice, "The desire is that the Director shall not rule automatically in favour of the non-offending side when he is in no doubt that a true judgement requires him to rule otherwise."

**Appeal Number Six****It is an ancient Mariner, And he stoppeth one of three**

**Subject:** UI  
**DIC:** Cukoff  
**Event:** LM Pairs - 1st semifinal

**Bd:** 3 **Troy Horton**  
**Dlr:** South ♠64  
**Vul:** EW ♥985  
 ♦AK62  
 ♣AK86

<b>Andrew Hoskins</b>	<b>McKenzie Myers</b>
♠J7	♠Q9532
♥7632	♥AQJT4
♦Q874	♦T3
♣532	♣J

**Eric Stoltz**  
 ♠AKT8  
 ♥K  
 ♦J95  
 ♣QT974

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

- (1) Inverted, forcing
- (2) Majors
- (3) Agreed BIT

**The Facts:** 5♣ made 6 for a score of +420 for NS. The director was called after the session and the NS pair had left the playing area.

The director did not make a decision.

**The Ruling:** In screening, the screener changed the result to 3NT -1 for +50 for EW. The hesitation before 3NT suggested doubt and demonstrably suggested the 4♦ call (Law 16).

**The Appeal:** North stated that his partner would sit for 3♥ doubled almost all the time so he denied a stopper else he would have left it in 3♥ doubled and not bid 3NT. Thus removing to 3NT meant he (North) would have to have the stopper himself. The double of 3♣ suggested the balance of power and the double of 3♥ was penalty. It was noted that NS play 12-14 NT range and 5 card majors.

**The Decision:** North's double of 3♥ was in a position where pass would have not have been forcing. So his double could have been any hand with extras.

There was a BIT before the 3NT call. The BIT suggested removing 3NT. Was there an LA? Yes. South could have an unbalanced hand with a heart stopper such as ♠QJx ♥A ♦Qxx ♣QJxxxx, or ♠Kx ♥Kx ♦QJx ♣QJxxxx,

or ♠AKQ ♥Kx ♦xxx ♣QJxxx, where 3NT was the highest scoring contract for NS.

The fact that South's double of 3♣ should have suggested a good hand (or penalty interest) was not based on given South's decision to make this call on a 13 count with a singleton king.

The appeal was considered to have merit. North's argument about his partner's decision to remove the double of 3♥ was moderately persuasive. Even though the committee rejected the argument, finding counter-examples was by no means trivial.

**Committee:** Barry Rigal, Chairperson, Ralph Cohen, Chris Moll, Ed Lazarus and Tom Carmichael.

#### Casebook panellists ->

**Nigel Guthrie:** I am intrigued that the director did not make a decision himself<sup>10</sup>; but in my opinion the screener and the AC got this right; especially if, as seems to be the case, the double of 3♥ was not alerted.

**Marvin French:** While it is unusual for an ACBL screener to make a score adjustment when the TD has not done so, I'm told that it is permitted. North's statements are irrelevant in the absence of system notes that back them up, and the AC came to the right decision.

**Hilda Lirsch:** "The double of 3♣ suggested the balance of power." **If**, by implicit partnership agreement, South's double of 3♣ promised extra values, **then** both majors must be well-stopped by South; since North holds ♦AK and ♣AK, the only suits where South has room for extra values are the majors.

Why, then, did North run from 3NT?

**David Stevenson:** If 3NT was understood as meaning partner should sit for 3NT if he has a heart stopper where was the alert?

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<sup>10</sup> It seems to me that, because the session had finished, the screening director now had time to directly make a decision. It would be inefficient in these post-session circumstances for the screening director to follow the normal during-session policy of delegating this decision to a more junior director, and then later reviewing the junior director's decision.

**Appeal Number Seven****The majority has the might...The minority is always right**

**Subject:** MI  
**DIC:** Cukoff  
**Event:** LM Pairs - 2nd semifinal

Bd: 7 **Mel Elguindy**  
Dlr: South ♠AKT96  
Vul: Both ♥K852  
♦965  
♣2

<b>Michael Polowan</b>	<b>Richard Pavlicek</b>
♠82	♠J43
♥976	♥AJ3
♦32	♦AKJT
♣KQJT96	♣543

**Vicki Erickson**  
♠Q75  
♥QT4  
♦Q874  
♣A87

West	North	East	South
---	---	---	Pass
Pass (1)	1♠	Dbl	2♣(2)
3♣	Pass	3♦	3♠
Pass	Pass	4♦	Dbl
5♣	Pass	Pass	Dbl
Pass	Pass	Pass	

- (1) Hesitation  
(2) Not alerted, explained as natural

**The Facts:** The final contract was 5♣ doubled down two for +500 for NS after the lead of the spade ace. The director was called at the end of the auction.

The 2♣ bid was not alerted when made. East asked at his turn and was told it was natural. When East was asked what he would have done if he had been told it was a spade raise, he said he would pass 3♣.

**The Ruling:** The contract was changed to 3♣ by West making three for +110 for EW.

**The Appeal:** NS appealed and said they were always bidding 3♠.

**The Decision:** The committee established that there was MI. They also established that EW were damaged.

The committee discussed whether South would always bid 3♠. Was a 3♠ bid over 3♦ evidence enough that she would bid 3♠ over 3♣? As she didn't double 3♦ with ♦Qxxx (although she had not shown spades yet due to the non-alert), the committee felt that this player would always bid 3♠ (not the double, with the implied misdefense that occurred at the table in 5♣ doubled).

With +140 settled for NS, the committee discussed the EW actions. West did his best, asking if 2♣ was natural. However, should 3♣ be natural by a passed hand (and 2♠ a cue bid)?

Should East bid 4♦ and was he taking a double shot? What could partner have? Big red suited hand? But where are the blacks? None of the committee members liked the 4♦ bid and there was some sentiment to allow EW to keep -500 due to their poor play. However, if there were no misinformation, EW would not have been in this position so no further adjustment was made.

The appeal was judged to have merit.

**Dissenting Opinion (Chris Willenken):** This case contained two separate issues. The first issue to consider was whether EW were damaged by MI. The committee agreed that there was damage; with a proper alert of 2♣, there would have been no chance of a misunderstanding about the 3♣ bid. So, we decided to allow East to pass 3♣.

With that decision made, the second issue to consider was South's action when West's 3♣ bid is passed back to him. Here the majority erred by not properly considering that the UI that South possessed from her partner's failure to alert 2♣. That UI made bidding 3♠ (as South did at the table) a more attractive option than some other possibilities: pass and double. In my opinion, the majority's contention that "this player would always have bid 3♠" is irrelevant. The question should be, as is typical in cases involving UI, whether some number of South's peers would seriously consider passing or doubling instead of bidding. It seems fairly obvious that both passing and doubling with a maximum defensive 4-3-3-3 hand were logical alternatives to bidding, so I would have awarded +110 in 3♣ for the non-offending side, and either -110 or -670 for the offenders.

This case was somewhat novel in that the committee needed to apply the standard UI statute to a hypothetical situation, one that would not have occurred but for MI.

**Committee:** Michael Huston, Chairperson, Chris Willenken, Ellen Melson, David Berkowitz (scribe), and Lou Reich.

#### **Casebook panellists ->**

**Nigel Guthrie:** It is all a bit strange: I don't like the East-West actions. West hesitated as dealer. After possible UI from West's hesitation, East made a "Welsh" double on a flat fourteen count.<sup>11</sup> East then bid 3♦ and 4♦ opposite a passed partner. Nevertheless, the AC seems to have condoned it all.

In these circumstances, surely Chris Willenken's dissenting opinion is worth consideration. South is in receipt of unauthorised information from North's failure to alert 3♣. This demonstrably

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<sup>11</sup> It is the normal style of many American (as well as Welsh) players to routinely perpetrate a takeout double on 4333 shapes with minimum values. But perhaps the TD and AC could have investigated whether or not it was the normal style of this particular East-West partnership to trap pass (and possibly balance later) with flat 14-counts.

makes 3♠ a more logical alternative than a pass. Hence, in my opinion, the correct ruling was 3♣= +110 for East-West.

**Steve Willner:** In my opinion, the dissenter Willenken has it exactly right. With the UI, 3♠ is not only illegal but so blatantly illegal that it deserves a PP both in the actual auction and the hypothetical one.

**David Stevenson:** It is difficult to say anything more for N/S's adjustment than Chris Willenken, whose dissenting opinion is clearly correct. The main Committee do not seem to have considered basic UI rules correctly.

However, the 4♦ bid seems an egregious error to me. Surely 3♣ over 2♣ is natural? East's bidding seems just to suggest a lack of faith in partner. With the East hand I am surprised anyone would consider doing anything over 2♣. It is true that East is less likely to go wrong if 2♣ was described as artificial, so N/S deserve an adjustment against them, but I think E/W should retain their score.

**Hilda Lirsch:** The committee asked, "Should 3♣ be natural by a passed hand (and 2♠ a cuebid)?" In my opinion, the committee asked the wrong question.

It should have asked, "What should a double of South's theoretically natural 2♣ bid promise?" The only practical answer is that a hypothetical double of South's theoretically natural 2♣ must promise clubs; otherwise South can freely perpetrate a "baby psyche" of 2♣ whenever South holds a yarborough with spade support and club shortness.

Therefore, in my opinion, it is more logical<sup>12</sup> to define Double as penalty, 2♠ as natural, and 3♣ as the only cuebid; that way West has the option (if desired) of showing **either** of the opponents' black suits, instead of being able to show only one.

**Marvin French:** Double shots, if I understand the term, are not illegal. A gambling action that backfires can be grounds for loss of redress, but a winning gamble wins, double shot or not. Poor play does not annul redress either, unless it is irrational and not merely careless or inferior. And what was the "poor play"? Can't we be told about that if it is mentioned in a writeup? I don't see more than nine tricks in a club contract. Besides, redress would be denied only if declarer went down in 5♣ due to egregiously poor play (e.g., a revoke).

This is an easy case, and the dissenter has it right. However, requiring a double of 3♣ by South seems too extreme, so +/- 110 for 3♣ making. East would have obviously passed 3♣ absent the MI, and South cannot be allowed a 3♣ bid because of the UI arising from partner's failure to Alert the 2♣ bid. The AC used a crystal ball to determine that "this player would always bid 3♠," even though the 2♣ bid already showed a good spade raise (I presume, no one is telling us what the partnership's agreement was). This AC needs a lesson in handling UI cases.

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<sup>12</sup> East-West may have different logical premises. Neither an unofficial casebook panellist, nor an official Appeals Committee, should assume their personal bidding premises are the only logical ones.



**Appeal Number Eight - Time for a little something**

**Subject:** UI  
**DIC:** Cukoff  
**Event:** NABC+ Senior Swiss - 1st Final

Bd: 7 **Rod Beery**  
Dlr: South ♠QT742  
Vul: Both ♥J7  
♦QT654  
♣4

<b>Joe Godefrin</b>	<b>Ed Schulte</b>
♠A	♠KJ53
♥AKQT985	♥642
♦8	♦AK93
♣T652	♣K8

**Mary Egan**  
♠986  
♥3  
♦J72  
♣AQJ973

West	North	East	South
---	---	---	Pass
4♣(1)	Pass	4♦(2)	Pass
4♥(3)	Pass	Pass	Pass

- (1) Alerted as Namyats (strong with hearts) but later retracted to club preempt
- (2) Alerted as slam interest
- (3) Agreed as lack of slam interest

**The Facts:** The final contract was 4♥ making four for NS -620. The opening lead was the ♣4. The director was called at the time of the initial alert (at North's first turn) and again when East passed 4♥.

East alerted 4♣. North asked "Namyats?" and East (at first) responded yes. After a little while, East corrected the explanation by stating that EW used to play Namyats, but had dropped it in favor of a natural 4♣ preempt.

East stated that at the time he bid 4♦, he had decided to treat the 4♣ bid as Namyats, in spite of his earlier explanation.

**The Ruling:** East had UI from West's alert of 4♦ (that 4♣ was indeed Namyats). Further, West had UI from East's confusion/changed explanation. Per Law 16A. West's UI indicates that 4♥ may be a better call (to confirm Namyats) than anything else. A 4♣ cue bid is a logical alternative. By Law 12C2, the score was adjusted to 5♥ by West, down 1 and NS +100.

**The Appeal:** EW appealed. They play Namyats as showing 8½ to 9 tricks with at most a one-loser suit. West had only an 8 trick hand and thus had signed off in 4♥.

**Other Facts:** All players except West attended the hearing. Additionally, the team captain, Zeke Jabbour, attended for EW. East claimed that he took over five minutes figuring out that West had

hearts and that he decided to make a slam try in response. Systemically, East indicated that he might have bid 6♥ over a spade cuebid to protect the ♣K. The committee determined that the 4♥ call had been made in tempo and that East had taken additional minutes to make his final pass.

**The Decision:** The committee believed that West was in possession of UI from East's misexplanation and subsequent BIT. West was obligated to avoid choosing from any LAs and any action demonstrably suggested by the UI.

East's confusion clearly made a 4♥ call the bid most likely to clarify the auction. The committee felt that a spade cuebid by West was clearly an LA. Therefore, a cuebid was imposed upon West. East's likely response would be to bid 6♥ to protect the club king. The contract was changed to 6♥ by East down 1, +100 for NS.

Additionally, this case was deemed to be without merit, and an AWMW was awarded to the EW pair and their team captain.

Finally the committee believed that West's failure to cuebid spades warranted a PP. Thus, the EW team was assessed a 1 VP procedural penalty.

**Committee:** Mark Bartusek, Chairperson, Ed Lazarus and Jerry Gaer.

#### **Casebook panellists ->**

**John Probst:** I agree with the judgement of 6♥ down 1. I find it very hard, by Law, to issue a procedural penalty. I believe it is illegal. Procedural penalties exist for people who can't get to the correct table or box their hands, not for failing to know their system. Once you have adjusted the score the penalty is paid, in my opinion.

#### **Sidebar -> Debate between David Grabiner and Hilda Lirsch**

**David Grabiner:** The procedural penalty is not for forgetting the system, but for making a call which was suggested by UI when there was a LA. That is, West deliberately took an action which he knew, or should have known, was a violation of a Law.

**Hilda Lirsch:** In my opinion, a "deliberate" action is not needed to create an infraction of Law 73C (Player Receives Unauthorised Information from Partner), and consequently the application of a PP. Law 73C may also be carelessly but inadvertently infringed. However, as TD or AC, I would still apply a PP for such an egregiously careless infraction of Law 73C.

**David Grabiner:** However, if the AC accepts West's argument that 4♥ was his normal bid, I don't agree with this PP. PP's for using UI should only be awarded when the UI is clear and the infraction is flagrant, such as hesitation Blackwood or passing a decision to partner and then overriding partner's slow decision. If West made his normal bid, this was not a flagrant use of UI.

**Hilda Lirsch:** In my opinion, one cannot hide from one's Law 73C obligations by using the description "normal" for the choice of one's call. In my opinion, Law 73C often requires one to choose an **abnormal** logical alternative.

In this particular case, it is clear that both 4♥ and also a 4♠ cuebid are logical alternatives. It is crystal-clear to West that their normal 4♥ bid is the demonstrably suggested logical alternative after UI from East. So, a Law-abiding West must eschew their normal bid, rather selecting 4♠ instead.

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**Marvin French:** West had a losing-trick count of four, which is not an 8-trick hand, but at least 8-1/2. Still that looks like a minimum, which means a 4♠ cue bid is not automatic. However, in view of the situation the only ethical course is to bid 4♠. I don't know why East thought he could then bid and make 6♥, as there are only 11 tricks available. Given that a 4♠ bid is not automatic (the slam fails despite five controls in the East hand), the AWMW and PP were inappropriate, especially the PP. Players who mistakenly make a normal call suggested by UI when there is an LA available should not be pilloried.

**David Stevenson:** Good decision. When is the ACBL going to produce a small pamphlet describing a player's requirements when in possession of UI from partner, which would be given to every club and tournament player?

**Nigel Guthrie:** Another good basic ruling by the TD and AC. In my opinion, the AC were also right to impose a PP for West's failure to cue-bid over 4♦; in spite of this an AWMW is inappropriate because the AC ruling (6♥-1) was **different** from the TD ruling (5♥-1).

**David Grabiner:** I would say that an AWMW cannot be given if the AC ruling is potentially better for the appellants than the TD ruling. For example, if the TD rules average-minus, and the AC rules that average-minus is an improper ruling and a score of either +400 or -100 must be given, this is potentially favorable to the appellants, and there can be no AWMW. If the TD rules -500, and the AC adjusts to -800, that is definitely worse for the appellants, and an AWMW can be given.

The AWMW can be given here, because East should have known that he could gain nothing by claiming to bid 6♥; 6♥ would be down the same one trick as 5♥, so East would score no better.

**Appeal Number Nine**

**And then the whining schoolboy, with his satchel,  
And shining morning face, creeping like a snail**

**Subject:** UI  
**DIC:** Cukoff  
**Event:** IMP Pairs - 1st Qualifying

**Bd:** 18 **Charles Frith**  
**Dlr:** East ♠653  
**Vul:** NS ♥T62  
♦KT85  
♣J97

<b>Victor Markowicz</b>	<b>Jerzy Zaremba</b>
♠Q97	♠KJ
♥KJ54	♥97
♦Q7	♦J96
♣5432	♣AKQT86

**Ehab Hassan**  
♠AT842  
♥AQ83  
♦A432  
♣---

West	North	East	South
---	---	1♣	Dbl
1♥(1)	Pass	1NT	Pass (2) (3)
Pass	2♦	Pass	2♠
Pass	Pass	Pass	

- (1) After the double, slow alert. Explained as Polish. Offered South a chance to change call.
- (2) Asked for an explanation of 1NT. After a delay was told it was 12-14.
- (3) Alleged BIT.

**The Facts:** The final contract was 2♠ making 2 for +110 for NS after the heart four lead. The director was called after the 2♦ bid.

There was a delayed alert of 1♣. There was a long delay before the explanation of 1NT. The delay after 1NT by South was not more than 5 seconds.

**The Ruling:** The score stands (Law 16).

**The Appeal:** West contested the director's factual determination that South took no more than 5 seconds before passing after West's explanation of the 1NT rebid.

**Other Facts:** West acknowledged that he took a very long time to produce the explanation. NS did not appear at the hearing.

**The Decision:** The committee found there was no break in tempo on which to base an adjustment. The director found as fact "the delay (by South) after 1NT was not more than 5 seconds."

Furthermore, the context South found himself in was unusual. He had asked for an explanation of East's Polish Club 1NT rebid and had to

wait presumably a minute or more. When South heard the explanation, the tempo of the table had been very significantly disturbed by EW. At that point South may have wanted to consider and speculate on the reason for the great delay in providing the explanation before calling. Under these circumstances, a brief delay by South should not be considered "unmistakable" since there were so many non-hand evaluational variables which EW had brought to bear on South. Therefore, the committee felt that a break of a few seconds more than five should probably not be considered "unmistakable".

While West argued that the director's factual determination was wrong, ultimately the committee could not find his contentions to have such merit as to warrant reversing the director's findings and without a BIT the case was dismissed.

The committee considered an AWMW. One should be given if, even on granting West's factual position, North's 2♦ bid was clearly allowable (nothing else even close to a logical alternative). However, the committee found that the 2♦ bid was not so clearly allowable that it could assign the AWMW.

**Committee:** Michael Huston, Chairperson, Barry Rigal, Dick Budd, Bob Schwartz and Jeff Roman.

#### **Casebook panellists ->**

**David Stevenson:** Fair enough.

#### **Sidebar -> Debate between Nigel Guthrie and John Mayne**

**Nigel Guthrie:** Another decision by the TD and AC that is hard for a mere player to understand.

(1) Why did the AC rule that the East-West delays in explanation had any bearing on the case? Surely you measure a player's breaks in tempo relative to the players' own normal tempo -- not to the tempo of other players at the table. If anything, East-West delays **helped** North-South. For example, South was able to show a hand that would double both a natural and a Polish club. If East-West had misexplained or prevented their opponents from changing their calls, that would be another matter.

**John Mayne:** I disagree. If you take five seconds after taking a minute to get an answer, you're faster than I am. N-S might be considering why failing to use electrical shocks to get answers is illegal, a mystery which will surely take more than five seconds.

**Very** lengthy delays force people into difficult positions, especially when given a simple explanation. Mightn't there be something else left out? Do I need to protect myself? Should I ask followup questions? Why are they trying to hide their system?

**Nigel Guthrie:** (2) Why did the TD and AC prefer to believe North-South rather than East-West about the length of South's break in tempo? East-West seem to have been truthful in other matters.

Usually, when there is a dispute about a break in tempo, the alleged **offending side** is assumed to be guilty of wishful thinking.

**John Mayne:** I'm curious as to why there was this kind of delay on simple questions, but I'm inclined to take the TD's view on the length of the BIT. TDs are usually best placed to make these decisions.

**Nigel Guthrie:** (3) North-South did not attend the hearing. So the committee was prevented from testing the North-South evidence on the length of South's hesitation. In a case that pivoted on a dispute about the length of that hesitation, it is strange that their absence did not harm their defence.

**John Mayne:** I'm assuming the director did the things he should have done to establish the length of the hesitation. I don't think this is so odd.

**Nigel Guthrie:** (4) Anyway, given that there probably **was** a break in tempo by South, pass is an obvious logical alternative for North and South's hesitation clearly suggested something else. Hence the actual ruling seems doubtful; and considering that, an AMWM seems over the top.

**John Mayne:** I'd have considered, but rejected, the AWMW, as the AC did. If you create the problem by not answering questions in some sort of reasonable manner, you oughtn't complain. Without being there, I might be making improper assumptions, but I think the appellants need clear instructions on their obligations and the consequences of trying to avoid them.

Obviously, pass is a LA, but I blame the appellants in full for the delay.

**Steve Willner:** The AC's decision seems right, but I would have thought the question here would be whether the alleged BIT suggests one action over another, not whether it is unmistakable or not. While the latter is indeed a requirement of Law 16, there is no doubt 5 seconds is long enough to be unmistakable in most circumstances. Also worth noting is that the director call was badly timed. It should have been either when the alleged BIT took place or when North's hand was revealed as dummy<sup>13</sup>, not at the time of the 2♦ bid.

**Hilda Lirsch:** I agree with Steve's premise, but disagree with Steve's conclusion. An auction which has been **unnecessarily** slowed down by East-West (the Soporific Coup) is not "most circumstances".

**Marvin French:** I hope 1♣ was given more of an explanation that "Polish Club." The ACBL requires that a convention be explained, not merely named, unless it is extremely common (e.g., Stayman 2♣ over 1NT). After the 1NT bid, South is supposed to ask for an

<sup>13</sup> Since the existence of the alleged BIT was disputed, Law 16A1 required that the TD should have been immediately summoned.

"explanation of the auction" (L20F1)<sup>14</sup> and not just question the 1NT bid. This looks like (but isn't, I'm sure) the French (English?) defense against a 12-14 HCP 1NT:

- (1) Don't ask, pass
- (2) Ask, pass
- (3) Ask, double
- (4) Don't ask, double

With (2) showing about 12-14 HCP. There are ways other than long hesitations to convey UI. The abnormal (vulnerable!) 2♦ bid is **prima facie** evidence that North got something from South's behavior, **res ipsa loquitur**.<sup>15</sup> Give East the 1NT contract +120. That the AC even considered an AWMW is strange.

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<sup>14</sup> The WBF Laws Committee reinterpretation of Law 20F1 (30<sup>th</sup> August 1998) states, "In practice, players ask about individual calls, and this is considered a very minor infraction, though it may create unauthorised information." However, Marvin French's main point about so-called Ruritanian Asking Bids was supported by a WBF Laws Committee clarification, (1<sup>st</sup> September 1998), "Questions may not be asked just for partner's benefit."

<sup>15</sup> Res ipsa loquitur = the thing speaks for itself. This is a legal principle dating back to the 1863 Byrne vs Beadle case. Byrne was struck by a barrel of flour falling out of a second-storey window of a warehouse. The judge held that a barrel of flour falling out of a second-storey window of a warehouse spoke for itself as being conclusive evidence of negligence.

However, arguing that an unusual balancing action must be conclusive evidence of the existence of UI is a different kettle of fish. In the 1958 Bermuda Bowl at Como, the United States captain thought it was unusual for America to be losing to Italy, which he thought must be conclusive evidence that Italian players were creating and using UI. A more perceptive observer, the late Edgar Kaplan, realised that the Blue Team was merely getting its just reward for extensive homework on systemic agreements, compared to the then happy-go-lucky systemic approach of most American partnerships.

**Appeal Number Ten****It's as large as life, and twice as natural!**

**Subject:** UI  
**DIC:** Cukoff  
**Event:** IMP Pairs - 2nd Qualifying

**Bd:** 8 **Ron Gerard**  
**Dlr:** West ♠A  
**Vul:** None ♥A9  
 ♦AKQT43  
 ♣T842

<b>Richard Pavlicek</b>	<b>Michael Polowan</b>
♠J42	♠KQ9865
♥KQJT76	♥2
♦76	♦965
♣A5	♣J93

**Steve Beatty**

♠T73  
 ♥8543  
 ♦J2  
 ♣KQ76

West	North	East	South
1♥	2♥	3♠(1)	Pass
Pass	3NT(2)	Pass	4♣
Pass	Pass	Pass	

- (1) Preemptive, alerted and explained  
 (2) Agreed BIT

**The Facts:** The final contract was 4♣ making four after the lead of the ♥K, for a score of +130 for NS. All players agreed to the BIT by North before he bid 3NT.

**The Ruling:** The BIT made UI available to South. Pass is an LA. The contract was changed to 3NT down 1 and +50 to EW (Laws 16A, 73F, 12).

**The Appeal:** NS appealed and North attended the hearing. NS play that delayed NT bids after an overcall are for takeout, suggesting 6-4 distribution. For example, (1♥) 2♣ (2♥) Pass (Pass) 2NT. A delayed 3NT had not come up for the partnership and there was nothing relevant in their system notes. At the table, the first thing South said when the director arrived was "It never occurred to me that 3NT might be natural."

**Other Facts:** The screening director determined that all agreed that North took roughly one minute before bidding 3NT.

**The Decision:** North could have been considering a number of actions before he chose to bid 3NT. Pass, double, 4♣ and 4♦ might have been plausible from South's point of view. He also could have wanted to bid a natural 3NT and was concerned that his partner would treat it as takeout.

The committee judged that North's BIT did not "demonstrably suggest" to South that removing 3NT would be more successful than passing. South selected a call consistent with NS's stated partnership



agreements, rather than a call suggested by UI. Thus, the table result of 4♣ making four was allowed to stand.

**Committee:** Doug Doub, Chairperson, Bart Bramley, Ellen Melson, Tom Carmichael and Ed Lazarus.

**Casebook panellists ->**

**Nigel Guthrie:** In my opinion the TD got it right. The AC's decision is inexplicable. If 3NT really wasn't natural, then North's failure to alert (or pre-alert) deserves a PP. Given the failure to alert and no mention of this bizarre agreement on North-South's CC or system-notes, 3NT should be assumed natural. Hence pass by North must be a logical alternative -- arguably, the **only** logical alternative - unless you take into account South's hesitation which obviously expressed doubt. In my opinion, far from granting the appeal, the AC should have considered an appeal without merit warning.

**Sidebar -> Debate between John Mayne and Hilda Lirsch**

**John Mayne:** My goodness, what would Ron Gerard say about this ruling? I'd have to believe he'd have 1,100 words of invective for this.... oh. Perhaps not, then.

A slow 3NT is less likely to be the right contract than a fast 3NT. The committee's conclusion otherwise strikes me as bizarre. Pass is plainly an LA, and non-pass is suggested by the tank. This seems to me to be an easy one, and I think the director got it exactly right.

In any case, the use of 2NT in competition as artificial is extremely frequent by experts; many play that 2NT is never natural in competition (or close to it). 3NT is a substantially different bid. There is no evidence that the agreement of artificiality applied here.

**Hilda Lirsch:** The fact that **other** experts play 3NT as natural is not relevant to determining whether **this particular** expert partnership have an implicit agreement to play 3NT as unnatural.

**John Mayne:** I disagree. That's how most experts determine defaults in undiscussed auctions. It may not be dispositive, but it's relevant. The fact that this partnership has unnatural 2NT's in competition is totally unconvincing evidence that their 3NT's are similarly unnatural.

**Hilda Lirsch:** There is the self-serving evidence of South's statement. Although self-serving evidence might sometimes have to be taken with a grain of salt, occasionally self-serving evidence is sufficient to determine the facts.

**John Mayne:** I agree strongly with this. Fully ignoring "self-serving" testimony as a matter of policy is error; compelling cases can sometimes be made.

**Marvin French:** Weak jump takeout responses in competition are not Alertable. Why is it so difficult for even experts to be somewhat familiar with the ACBL Alert Procedure? It's pure laziness that most are not.<sup>16</sup>

The 3NT bid following a mere 2♦ overcall would be treated as "unusual" by most strong partnerships, showing perhaps 6=4 in the minor suits. That's what South thought, and the break in tempo did not give him any useful information. Unusual notrump bids are not Alertable unless very strange, and this one isn't strange enough. The TD's ruling seems poor, the AC's decision good.

**David Stevenson:** The decision is reasonable. Presumably N/S were convincing in their arguments that 3NT was not natural. But if they were, why did the TD rule otherwise?

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<sup>16</sup> Some ACBL experts believe that the ACBL Alert Procedure is unnecessarily complex. Some ACBL experts also believe that the ACBL overfrequently indulges in fine-tuning amendments of the ACBL Alert Procedure. If they are correct, then the fault is not with those stars, it is with the ACBL Board of Directors themselves.

**Appeal Number Eleven****With ruin upon ruin, rout on rout, Confusion worse confounded**

**Subject:** UI  
**DIC:** Cukoff  
**Event:** National Open Fast Pairs - 1<sup>st</sup> Qualifying

**Bd:** 23 **Jim Daniel**  
**Dlr:** South ♠T9864  
**Vul:** Both ♥AJ  
 ♦T5  
 ♣6432

<b>Bill Parks</b>	<b>Richard Morgen</b>
♠AJ7	♠2
♥K96	♥QT754
♦QJ73	♦K82
♣J85	♣KQT7

**Rodu Ariton**  
 ♠KQ53  
 ♥832  
 ♦A964  
 ♣A9

West	North	East	South
---	---	---	1♦
Pass	1♠	1NT(1)	2♠
3♥	Pass	Pass	Pass

(1) Sandwich, no alert

**The Facts:** The final contract was 3♥ making four for +170 or EW after the spade 10 lead. The director was called before the opening lead.

EW said they had agreed to play Sandwich NT but did not realize that it was alertable by a non-passed hand. They did not have any agreements about shape and it could be 4-4, 4-5 or 5-5.

North and South both said away from the table that they would bid 3♠.

**The Ruling:** Both South and North are minimum hands. It is hard to accept that either would bid 3♠ which could push EW to 4♥ for +620 or double 3♠ for +200. Result stands.

**The Appeal:** NS appealed. All four players attended the hearing. NS (especially North) believed that they would have competed to 3♠ had they been aware of the distributional nature of East's hand. They claimed that their opening bids promised sound values, and that South's 2♠ bid promised four card support. They also thought it unlikely that West would double 3♠, giving away the location of the spade jack.

[**John Mayne:** I'm not sure this makes 3♠ more attractive; missing spade honors figure to be more likely to be offside than on under the facts presented. I think the director's decision is reasonable.]

Finally, with correct information, North would have made the attacking lead of the diamond ten against a heart contract, rather than the passive lead that he selected at the table.

**Statements Made by the Other Side:** EW did not think it was very attractive for either North or South to bid 3♠. West might well have doubled hoping to either get +200 or get to a making 4♥ if East had extra shape. At the table, West had judged that his 12 HCP and the opponents' vulnerable bidding made it unlikely that partner held a strong balanced hand for his 1NT bid. He thought he was being "actively ethical" in alerting the opponents at the auction's end.

**Other Facts:** The screening director determined that at the end of the auction, West told NS that he believed his partner's 1NT had been intended as a distributional takeout. NS were asked (away from the table) if they would have bid differently with that information. North said he would have bid 3♠. South said he might have bid 3♠ if he knew East was at least 5-5.

The committee determined that this was only the second session that EW had played together, the first being about four to six months ago. Neither could recall having discussed the meaning of a Sandwich NT and nothing was on their card to that effect. East had convention cards he used with other partners with Sandwich NT written on them.

**The Decision:** The committee determined that EW did not have the agreement that 1NT was a distributional takeout when bid between two bidding opponents. West was under no obligation to disclose to NS the conclusion he had reached based upon his own hand and the opponents' bidding. The table result in 3♥ was allowed to stand.

Had the director ruled that EW had not agreed to play a Sandwich NT overcall as a takeout bid, the committee would have given an AWMW to NS. Because the director had taken NS away from the table to ask them what they would have bid and because he made his ruling based on his bridge judgement of the likelihood of either North or South bidding 3♠, the committee decided that an AWMW was inappropriate. Additionally there appeared to be some confusion in the ruling.

The committee also informed West that he was required only to alert the opponents to conventional bids that he and his partner had actually agreed upon or to understandings based on partnership experience.

[**John Mayne:** I think this is slightly incorrect. Some regions and player groups have different opinions than others; and often inferences can be determined from such regional or other bias. The opponents are surely permitted to be on equal footing as the players; if West had **not** looked at his hand, would there still be a substantial probability of sandwich? If so, advantage ought not accrue due to insufficient disclosure.]

The opponents are not entitled to know deductions a player has made using his hand and the auction.

[**John Mayne:** But they are entitled to the same information West has, outside of the cards West currently holds in hand.]

**Committee:** Doug Doub, Chairperson, Adam Wildavsky, Mike Kovacich, Jeff Roman and Michael Huston.

### Casebook panellists ->

**Marvin French:** The TD could have allowed South to bid 3♠ if he ruled MI, but a 3♠ bid would be unlikely, given the vulnerability and near-minimum opening. Nevertheless, South should have been permitted to bid 3♠ instead of passing. This is director error,<sup>17</sup> but if the AC decides the 3♠ bid would be unlikely, then no harm done, score stands (per L82C, as I read it).

Note the ACBL practice of taking both players away from the table, even the one who cannot change a call. The purpose is to trap the unwary into making a self-damaging statement. This is a waste of time in a timed event, and unfair to the players.

It is never right to take players away from the table when the issue is possible MI from their opponents. If the TD determines MI, the player who can change a call can be given the option of doing so at the table, and there is no point in questioning the partner at that time.

**Nigel Guthrie:** The committee averred, that "there had been some confusion about the initial ruling". On the evidence presented, it seems that all the confusion arose in committee. The fact is that East-West told the director that they had agreed to play Sandwich NT but did not realise that it was alertable by a non-passed hand. East-West never retracted this original statement. Nevertheless, because the East-West agreement was not on their card and they told the committee that they could not remember discussing it the committee determined, "EW did not have the agreement that 1NT was a distributional takeout".

Well, with most of my partners I too have the understanding that the "sandwich notrump = two suit takeout" although I haven't discussed it with them. Also, I am ashamed to admit, it was not on our convention cards (:it is now:).

Hence my sympathies are mostly with the putative non-offenders. North-South **might** have bid 4♠, given timely correct information. If East-West had gone on to 4♥, North-South **might** have led a diamond to defeat it.

Are there any mitigating circumstances for East-West? They both appear to have been truthful and ethical. North-South could have "protected themselves" (but they would be naturally reluctant to ask a relatively inexperienced partnership about a non-alert). I suppose both sides (but especially North-South) were at fault for failing to call the director **immediately**. I believe that the director would then have the discretion to wind back the auction and allow North or South to venture 3♠ without the benefit of hindsight. And I do think there is some doubt about whether they would have availed themselves of that opportunity.

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<sup>17</sup> Indeed, my earlier footnote about most players being unaware of their rights under Law 21B1 should be expanded to some TDs being unaware of player's rights under Law 21B1. However, this is partially the fault of the WBF in its drafting of the Laws. Law 75D1 – Explainer Notices Own Error – contains a cross-reference to Law 21 (and Law 40C). But Law 75D2 – Error Noticed by Explainer's Partner – is missing relevant cross-references.

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**Sidebar -> Debate between David Stevenson and Hilda Lirsch**

**David Stevenson:** East bids 1NT as Sandwich: West bids 3♥ because he believes it to be Sandwich: West told his opponents at the end of the auction he believed it to be Sandwich: the AC decided they had no such agreement. Yeah, right.

**Hilda Lirsch:** In East-West's milieu, like many other milieus, it seems that after LHO and RHO have freely bid, a 1NT overcall has typically two popular meanings:

- (a) natural and strong, or
- (b) Sandwich.

In East-West's milieu, like many other milieus, it is typical for a new partnership to fail to discuss which of those two popular meanings to adopt as a partnership agreement.

In East-West's milieu, like many other milieus, an East often fallaciously assumes that any call that they make must be an agreement of the partnership.

In East-West's milieu, like many other milieus, a West can often correctly deduce (by observing their cards and the auction) the intended meaning of an undiscussed call.

**David Stevenson:** There seem to be other problems in all this which makes me wonder whether the facts have been accurately recorded. It appears that West explained at the end of the auction that he believed it to be Sandwich - and the TD asked the players what they would have done away from the table. Now apart from my active dislike of the procedure which I believe to be unfair on non-offenders, why was South asked? Why did the TD not just re-open the auction which he is required to do as a matter of Law? Why did N/S argue the lead would have been different without the MI if they were told what had happened at a time when the lead could have been changed? Did the TD not allow the lead to be changed?

It is difficult to be sure from the report, but at first sight this hand looks like TD error, so should probably have been adjusted to 3♠ making for N/S, with E/W keeping their score. However, it may be the report is wrong in some way.

If by any chance West made his comments at the end of the auction but the TD was not called until later, a clear infraction by both sides, then the adjustment should be the other way, with 3♠ making being the adjustment for E/W, and N/S keeping their table score.

**Hilda Lirsch:** A simpler solution than a reporting error is that the AC determined the following facts:

- (a) West was unnecessarily helpful, revealing their deduction, when all West needed to reveal was that 1NT was undiscussed, and
- (b) the TD erred in their ruling, but the TD also erred in their determination of fact, and luckily these errors cancelled out.

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**Frances Hinden:** I don't understand. If the TD was called before the opening lead, and MI (lack of alert) came to light, and South then said he would bid 3♠, then why wasn't South allowed to change his

call to 3♠ under 21B1? If he wasn't given the opportunity then I have to rule TD error. What am I missing?

**Sven Pran:** Absolutely nothing! You hit the bull's eye.

**John Mayne:** Huh. So, 1NT was mystery? It certainly wasn't 16-18 or so. On Mars, we play it as 6=4 in the minors; if that had been read, would we not have **some** type of implicit agreement? Do these players come from the same group, which plays a particular style?

It's altogether possible the committee got this right. It sounds like West's disclosure was close to what was necessary, though. West chose an option based on a possible meaning based on **something**. He didn't read it as, say, the minors. There was **some** basis for this, and it's possible that all players at the table had equal access, but not certain.

Suppose East-West had not discussed this sequence and West correctly guessed that it showed 6=4 in the minors; are we still going to say that West has no disclosure obligations?

**Ed Reppert:** Depends on the basis of West's guess, does it not?<sup>18</sup>

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<sup>18</sup> Indeed. An excerpt from the footnote to Law 75 (directions rotated for convenience): "Here there is no infraction of Law, since North-South did receive an accurate description of the East-West agreement; they have no claim to an accurate description of the East-West hands."

**Appeal Number Twelve**  
**Let's do the timewarp again!**

**Subject:** UI  
**DIC:** Putnam  
**Event:** Spingold - 1st Semifinal

Bd: 31           **Eric Rodwell**  
Dlr: South     ♠K984  
Vul: NS       ♥T  
              \     ♦AQJ7  
              \     ♣Q854

**Alfredo Versace**\                                 **Lorenzo Lauria**  
♠JT76                                 \                                 ♠Q3  
♥J32                                 \                                 ♥K9875  
♦K95                                 \                                 ♦T  
♣K62                                 \                                 ♣AJT93

**Jeff Meckstroth**\  
                               ♠A52                                 \  
                               ♥AQ64  
                               ♦86432  
                               ♣7

West	North	East	South
---	---	---	Pass
Pass	1♦(1)	2NT	3♣(2)
3♦(3)	3♥(4)	Pass	3NT(5)
Pass	4♦	Pass	5♦
Pass	Pass	Pass	

- (1) Precision, 2+ diamonds
- (2) Diamond raise
- (3) Heart raise
- (4) Looking for a possible 4-4 spade fit
- (5) BIT

**The Facts:** The final contract was 5♦ South making for NS +600. The director was called after the 4♦ bid.

The bidding tray came back to North and East (following the 3NT bid) after at least a one minute BIT (also said to be at least 5 minutes).

**The Ruling:** The table result stands. Since South was a passed hand, 3NT was not a possible contract.

**Other facts:** This case was not screened.

**The Appeal:** EW appealed. There was a very long hesitation. EW wanted to provide testimony from people watching viewgraph on how long (only East said the hesitation was 5 minutes). There are many hands for South where 3NT is the best contract (the appealing side provided two of them) and with the auction going this way, it was clear that South must be the one who took the time.

**Statements Made by the Other Side:** Passing 3NT was not an option opposite an unbalanced hand with at most 10 HCP (they open 11). The time it took for the tray to come back was not that long considering it was a complex competitive auction where either person could have



been thinking. South said he thought, but it never took him 3 minutes to bid in his life.

**Other Facts:** The committee asked for testimony from four people in the room who were not affiliated with the teams. One Vugraph operator told the director it took about 3 minutes. The other operator and one kibitzer did not have an opinion because they were not paying attention. The other kibitzer did not particularly notice a hesitation.

**The Decision:** The committee concluded that there was a temporary break, but not an exceptionally long one.

[**Ron Johnson:** ?? Regardless of whom you believe as to timing (and I believe none of them -- people are utterly hopeless at estimating time) there was an absolutely clear break in tempo.]

Because of that, they concluded that especially considering the players on that side of the screen, it was just as likely that West was considering sacrificing as South bidding. With the likelihood of either opponent thinking, the committee deemed there was no UI. No UI, no adjustment.

[**Ron Johnson:** And this is the true heart of the case and I agree with it. On this auction it's easy to imagine that West could want to defend (doubled or undoubled) or save.

And if there's no UI, every other point made simply doesn't matter.]

**Committee:** Michael Huston, Chairperson, Gail Greenberg, Eddie Wold, Steve Robinson, Mike Passell and Aaron Silverstein, scribe.

#### **Casebook panellists ->**

**David Stevenson:** Five minutes = no tempo break. It is getting ridiculous the way people describe alleged BITs, and because of their silliness honest people who say exactly how long are being disbelieved.

In fact North's argument is good enough: he is not passing 3NT whatever - and it is not obvious what a BIT would suggest, even if there were one.

**John Probst:** Leave 3NT in? "You must be joking". 3NT may well suggest a maximum pass, but all it's doing is helping partner determine the final contract. The hesitations are immaterial.

**Marvin French:** It hardly seems possible that West could be thinking of acting at that point in the auction, so South obviously broke tempo. I want to agree with E-W about the BIT, but it is the AC's job to determine the existence of a BIT, so I must go along with their decision. If there was no BIT, then there was no UI, end of case. South's statement concerning the BIT was irrelevant and should not have been quoted. On the other hand, his bridge argument is relevant and persuasive. Table result stands, good decision.

**Nigel Guthrie:** Obviously...

(1) South is the most likely hesitator.

- (2) The hesitation suggests doubt about 3N.
- (3) Pass by North is a logical alternative.

**Hilda Lirsch:** Screens are supposed to limit the transmission of unauthorised information. In some case, screens are ineffective in this task.

For example: An uncontested auction inviting a grand slam, with slooow arrival of the bidding tray accompanying a non-forcing 6NT.

This case is more interesting. There has been a competitive auction with both sides bidding. A hesitation has occurred. South may well be the most likely hesitator - say a 65% chance. But West may also have hesitated - say a 35% chance.

Has North received UI about pard's break in tempo whenever there is a better than 50% chance that pard has hesitated?

Or has North received 65% UI whenever there is a 65% chance that South has hesitated, so North should receive a Law 12C3 score with a weighting of 65/35? (If the ACBL had adopted Law 12C3.)

Or must West's hypothetical hesitation be a totally illogical assumption, in order for the North-South score to be adjusted? (The apparent rationale for the AC decision.)

**David Grabiner:** The law says, "could demonstrably have suggested". A hesitation that has a 65% chance of meaning X and a 35% chance of meaning Y doesn't demonstrably suggest anything. Therefore, if there is a hesitation which could reasonably have belonged to either side, it should not restrict one side.

There is also a fairness issue in this case. If you rule against North-South in this situation, then West could have known that a slow pass would work to his advantage. West knew that East had nothing to say (East had bid an unusual 2NT and then had a chance to compete further but declined to do so), and thus a slow tray would affect North but not East.

**Appeal Number Thirteen**

**Whatever is funny is subversive,  
every joke is ultimately a custard pie**

**Subject:** UI  
**DIC:** Bates  
**Event:** Mixed Teams 2nd Qualifying

Bd: 19 **Ken Kranyak**  
Dlr: South ♠842  
Vul: EW ♥AQ984  
♦K2  
♣A95

<b>Renee Mancuso</b>	<b>Geoff Hampson</b>
♠T73	♠5
♥KT3	♥765
♦Q84	♦T763
♣QT82	♣KJ743

**Laurie Kranyak**  
♠AKQJ96  
♥J2  
♦AJ95  
♣6

West	North	East	South
---	---	---	2♠(1)
Pass	3♠(2)	Pass	4♠(3)
Pass	4NT	Pass	5♣
Pass	5♦	Pass	6♣(4)
Pass	6♥	Pass	6♠(5)
Pass	6NT	Pass	7♠
Pass	Pass	Pass	

- (1) 8 or more tricks in spades (ACOL)
- (2) Minimum of one ace, spade support
- (3) Noticeably slow
- (4) ♠Q and ♣K
- (5) BIT

**The Facts:** The final contract was 7♠ making seven for +1510 for NS after the lead of the spade three. The director was called during the auction.

The director determined that 2♠ was slow, 4♠ was slow, 6♠ was slow and that 4♠ shows the weakest of an ACOL bid hand.

**The Ruling:** The contract was changed to 4♠ making four for NS +510. Breaks in tempo of 2♠ and 4♠ (with the information that 4♠ is the weakest type of ACOL hand) contributes to a choice of passing 4♠ (Law 16).

**Other facts:** The screener changed the TD ruling from 4♠ +510 for NS to 6♠ and +1010 to NS.

**The Appeal:** NS appealed and they were the only players who attended the hearing. North said he knew South had AKQ sixth, the ♦A, the ♣K, so could count 11 tricks. He knew that partner did not have a

singleton (if she had, he could hope to make 7♠ by ruffing out hearts). He hoped that 6NT would take the same tricks as 6♠.

**The Decision:** The committee ruled 7♠ making. They observed the tempo break. They looked at the 6NT call. The hands they considered for a 6NT call were: ♠AKQJxx ♥xx ♦Axx ♣Kx, or ♠AKQxxx ♥Jx ♦Ax ♣KQx for example would make 6♠ a better contract. That being so, the committee decided that while there was a break in tempo, it did not demonstrably suggest the 6NT call.

They also felt that the combination of tempo breaks all indicated only doubt by South. Since her tempo was consistently slow, no conclusion could be drawn by North.

**Committee:** Barry Rigal, Chairperson, Dick Budd, Ellen Melson and Ed Lazarus.

#### Casebook panellists ->

**Marvin French:** ACBL screeners are allowed to change a TD's score adjustment, which seems odd, especially when the change is to a ridiculous unbalanced adjustment. In matters of difficult bridge judgment, I would prefer that TDs let a table result stand and encourage the NOS to appeal if they don't agree. ACs are supposed to have better bridge knowledge than TDs.

**John Probst:** The TD who ruled back to 4♠ is utterly clueless. One raises 2♠ to 4♠ on a king. The whole point of an Acol 2 is to get partner to bid game holding **one** useful card. Responder has two bullets more than this.

What is a screener? I see no Law that permits a screener to change the score. Must be the USA :-)<sup>19</sup>

North will be thinking about 6NT at the point the bidding is opened with 2♠. The hesitations neither suggest nor preclude 6NT as being a better or worse contract than 6♠.

Just for once I agree with Rigal :-)

**Hilda Lirsch:** Just for once I disagree with AC chair Barry Rigal. :-)

Whether or not 6NT is superior to 6♠ is, in my opinion, a peripheral issue. All that the AC needed to determine was that North passing 6♠ was a logical alternative.

In my opinion, South's final hesitation was a demonstrable suggestion of grand slam interest. If North had chosen to pass 6♠, it would be impossible for a grand slam to be reached. But since North bid 6NT over South's 6♠, that gave South a second chance to bid the grand slam that South had been contemplating on the previous round.

**David Stevenson:** The first ruling by the TD was clearly a joke in poor taste, and makes me wonder about the consultation process: was

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<sup>19</sup> Laws 82C, 93A and 93B1 give a Chief Director the power to overrule an ordinary Director. What's in a name? A Chief Director by any other name would rule as sweet.

there really more than one person who thought some player would pass 4♠ with the North hand?

The final decision is more interesting. While I do understand that South's BIT does not immediately suggest North should progress it does leave the door open for North to give one more shove, which is what happened. Despite understanding the logic I doubt this grand would have been reached without the BIT.

Perhaps someone might point out to the person who wrote the report that the system is called Acol and not ACOL. It is a proper noun like Kaplan, not an acronym like ACBL.

**Nigel Guthrie:** The AC leant over backwards to pander to the appellants. Perhaps they went too far. South signed off over North's 3♠ positive and later over North's grand slam tries of 5♦ and 6♥. In my opinion, South's hesitations made North's third grand slam try of 6NT safer. A cynic might even suspect that North had yet another go in case South really had the hesitations.

Nevertheless, there would have been no appeal if East had ♥K; so perhaps, after all, the AC were right to rule "rub of the green".<sup>20</sup> But I still have grave doubts about their ruling.

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<sup>20</sup> The phrase "rub of the green" originally derives from the game of Lawn Bowls. This game is even more challenging than bridge, because the bowls are biased (weighted), so travel in curved trajectories. The natural and expected curve of the bowl towards the target (the jack) is called a "rub". But if a bowl is unexpectedly deflected by the uneven ground of the playing surface (the green), then that is the "rub of the green".

This useful concept has been borrowed by bridge, used when a player's error gives them an unexpectedly lucky result. A typical example would be when a player inadvertently opens 1NT out of turn, barring their partner from the auction. The player then guesses to convert their initial 1NT call to a punt of 3NT. The player then discovers that they are in a ridiculous 3NT contract on a combined 21-count, but after three finesses work, it is the "rub of the green" that the ridiculous 3NT unexpectedly makes.

However, Nigel Guthrie is misapplying "rub of the green" to this particular case. An integral part of the "rub of the green" concept is unexpected good luck. If UI created an expectancy that a 6NT call might cause a lucky 7♠, then the screener was entitled to adjust the score to +1010 in an expectedly unlucky 6♠.

**The Stevensonian Musing**

**David Stevenson:** The quality of reporting has gone down, presumably because the ACBL no longer employs an editor. However, it does sometimes make it difficult to know what happened.

The quality of appeals decisions seems to be to be falling slightly. I think it is a pity that the previous method of producing case-books seems to have been discontinued<sup>21</sup>, since I believe it to be one of the main reasons why the quality of appeals decisions has been rising for many years.

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<sup>21</sup> The ACBL is still releasing official casebooks, at: <http://www.acbl.org/play/casebooks.html> However, in the recent official Reno casebook, ACBL panellist Jeff Goldsmith also criticised the new official ACBL format, stating, "Four panellists is really not enough. It was really nice to be able to read the casebook when a large group of panellists were available. Particularly valuable is European commentary."