

APPEAL	NABC+ ONE
Subject	Unauthorized Information
DIC	Henry Cukoff
Event	Life Master Pairs
Session	First Qualifying
Date	11/26/10

BD#	27
VUL	None
DLR	S

Robert Colton	
♠	A8
♥	72
♦	J7542
♣	JT32

Mike Cappelletti		Fall 2010 Orlando, Florida	Michael White	
♠	T954		♠	KQ63
♥	Q86		♥	K953
♦	KT		♦	A98
♣	Q875		♣	K9

Bill Anderson	
♠	J72
♥	AJT4
♦	Q63
♣	A64

West	North	East	South
			1N¹
P	P	DBL	P²
P	2♦³	P	2♥
P	3♣	P	3♦
P	P	P	

Final Contract	3♦ by North
Opening Lead	♠ K
Table Result	Down 2, EW +100
Director Ruling	2♥ down 3, EW +150
Committee Ruling	EW +110 & NS -140

(1)	12-14 HCP
(2)	Slight BIT
(3)	Alerted as Diamonds and a higher suit

The Facts: Both sides agreed there was a break-in-tempo (BIT). Play was allowed to continue. South claimed that they played DONT run-outs after a double of 1N. North assumed that they were only playing DONT run-outs in direct seat after the double.

The Ruling: Director ruled that there was no agreement about conventional meanings assigned to North's bids after the double. North was in possession of unauthorized information (UI) by the alert of the 2♦ bid. The Director also decided that passing was a logical alternative to bidding 3♣. The director determined that North was in possession of unauthorized information due to South's alert of North's 2♦ call. The unauthorized information suggests that North should bid again after South's 2♥ call.

According to Law 16, the director adjusted the final contract to 2♥. Pursuant to Law 12C, the Director determined that had North passed the most favorable result that was likely for E-W was +150 against 2♥, and that this was also the most unfavorable result that was at all probable for N-S. Therefore, he adjusted the result for both sides to 2♥ by South down 3, +150 to East-West.

The Appeal: North said he would never pass 2♥ since their partnership has the agreement that South cannot have a 5-card major and open 1NT. North-South stated that as a result of their agreement about opening 1N with a 5-card major, 2♥ was not a good spot; accordingly, North bid 3♣ to find a better fit. North-South argued that Pass is not a logical alternative to bidding 3♣. East reported that the double of 1NT forced their partnership to 2♠ or to double the opponents for penalty.

East-West play takeout doubles in continuing auctions of this sort. A double of 2♦ by East or West would have been takeout. East was not sure what his double would mean if the auction went 1N-P-P-X-P-P-2♦-P-2♥-P-P. East-West are forced to double or bid through 2♥, but can allow 2♠ or higher to play undoubled. East thought Pass of 2♥ by North-South was a logical alternative to bidding 3♣.

The Decision: The Committee believed there was unauthorized information available as a result of the alert of 2♦. North-South are experienced players but not a regular partnership. It was clear that North-South had an established a runout system over a direct double of 1N but had no firm agreement over a balancing double. The Committee believed that Pass of 2♥ was a logical alternative to bidding 3♣. The Committee further determined that based on the explanation of E-W's methods, it was not even at all probable that East would pass out 2♥. Per Laws 16 and 12c1e(ii), the Committee determined that the most favorable result likely for E-W was 2♠ making two, while the most unfavorable result that was at all probable for North-South was 2♠ making three. Therefore, the Committee adjusted the score to -140 for North-South and to +110 for East-West.

The Committee: Richard Popper (Chairman), E. J. Kales, Fred King, Tom Peters, and Gail Greenberg.

APPEAL	NABC+ TWO
Subject	Misinformation
DIC	Henry Cukoff
Event	Life Master Pairs
Session	Second Qualifying
Date	11/26/10

BD#	30	Steven Ashe			
VUL	None	♠	5		
DLR	E	♥	KJT87		
		♦	A62		
		♣	9872		
Jan Martel		Fall 2010 Orlando, Florida		Chip Martel	
♠	QJ8			♠	KT7632
♥	A652			♥	43
♦	KT754			♦	983
♣	6			♣	43
		Jeff Edelstein			
		♠	A94		
		♥	Q9		
		♦	QJ		
		♣	AKQJT5		

West	North	East	South	Final Contract	6♣ DBL by South
		2♠	3♠	Opening Lead	♠ Q
DBL ¹	4♥	P	5♣	Table Result	Made 6, N-S +1090
P	5♦	P	5NT	Director Ruling	4♥ by North, made 6, N-S +480
DBL	6♣	P	P	Committee Ruling	4♥ by North, made 6, N-S +480
DBL	P	P	P		

(1) West asked North about the meaning of South's 3♣ call. North answered "We have no agreement, I'm taking it as Michaels."

The Facts: As stated above, South was told North's comment that he was taking 3♣ as Michaels was Unauthorized Information (UI) – and to proceed with the auction. South's intent of 3♣ was for partner to bid 3NT with a spade stopper to "right side" the contract and that if partner did not bid 3NT, he planned to bid clubs.

The Ruling: If South's bid had been explained as South intended, North could have passed West's double. By bidding 4♥, South should assume North had long hearts and was willing to play it there. It is not clear how North would show long hearts and a good hand versus long hearts and a weak hand; however, pass was considered a logical alternative to bidding Michaels, LAW 16B1, and the unauthorized information made it more attractive to bid on. Score adjusted to 4♥, making 6 for N-S +480.

The Appeal:

The Appealing Side: South's intention when he bid 3♣ was to play 3NT if his partner could bid it, or else bid his clubs. He did not consider passing 4♥ to be a logical action versus showing his solid club suit.

The Non-Appealing Side: East stated that since North freely bid 4♥ over the double, pass was a logical alternative to the suggested 5♣ bid. As it is, hearts is a quite attractive suit in which to play, and if North did not have extra values (♦A and singleton spade), N-S's best contract would have been 4♥.

The Decision: South possessed unauthorized information that North treated the 3♣ bid as Michaels and bid 4♥ expecting South to have five hearts. South is not allowed to use that Unauthorized Information, but must instead bid as if he heard his partner explain the 3♣ bid as "he has a good hand with a long, solid minor and wants me to bid 3NT if I have a spade stopper." Over the double of 3♣, North would have no reason to bid an indifferent heart suit, so the 4♥ bid should show good hearts, and South's Q9 is quite adequate support. There is no particular reason to think that North-South have a slam, so pass is a logical alternative to the suggested 5♣ bid. Thus the Committee adjusted the table result to 4♥, making 6. The Committee discussed the merit of the Appeal. Since all members of the Committee quickly reached the same conclusion, they did not consider there to be much merit to the appeal. However, the Director initially ruled that the table result of 6♣ doubled making stood, so it is understandable that South thought he should be allowed to bid his solid six-card suit. Therefore, the Committee did not assign an Appeal Without Merit Warning (AWMW).

The Committee: Doug Doub (Chairman), Dick Budd, Barry Rigal, Ed Lazarus, Tom Carmichael

Dissenting Opinion of Tom Carmichael: I agree with the decision but not the failure to award an Appeal Without Merit Warning (AWMW). It's time to draw a line in the sand. The right to appeal, enshrined in the Laws, does not give carte blanche to appeal because you don't like the decision. You must have a reason other than the subjective dissatisfaction with the result. If the Tournament Director (TD) tells you that there was a logical alternative to the action you took (one which was suggested by Unauthorized Information (UI)) and the committee unanimously upholds that view, you must expect to get an AWMW. In my opinion, if we are dealing with an appeal by the offending side in a UI case, the obligation is especially strong not to bring an appeal when the TDs have determined your action was tainted by UI. Inexperience is not grounds for avoiding an AWMW: if you are experienced enough to enter the Life Master Pairs, or to bring an appeal, than you can expect to be treated like everyone else.

APPEAL	NABC+ THREE
Subject	Unauthorized Information
DIC	Steve Bates
Event	Open Board-a-Match
Session	Second
Date	11/29/10

		Greg Hinze			
		♠	AJ52		
		♥	KJ984		
		♦	8		
		♣	964		
BD#	19				
VUL	E-W				
DLR	S				
Alexander Smirnov		Fall 2010 Orlando, Florida		Josef Piekarek	
♠	T	♠	Q43	♥	652
♥	Q	♥	652	♦	KT6
♦	AJ9753	♦	KT6	♣	8752
♣	AKQJT	♣	8752		
		Ira Hessel			
		♠	K9876		
		♥	AT73		
		♦	Q42		
		♣	3		

West	North	East	South	Final Contract	6♣ by West
			P	Opening Lead	♠ A
1♦	2♦	P	3♦	Table Result	Down 1, N-S +100
5♣	P	P	5♥	Director Ruling	6♣ by West, Down 1, N-S +100
P	P	DBL	P	Committee Ruling	5♥ DBL by South, made 5, N-S +650
6♣	P	P	P		

(1) East-West agreed to a break-in-tempo by East of 15 seconds at his second turn to call. North-South suggested that the BIT was longer than 15 seconds.

The Facts: East-West agreed to a break-in-tempo by East of 15 seconds at his second turn to call. North-South suggested that the BIT was longer than 15 seconds.

The Ruling: Law 16B1(a) provides that a player may not choose from among logical alternatives one that could demonstrably have been suggested over another by the extraneous information. The Director ruled that the slow pass did not demonstrably suggest pulling the double. Therefore, the Director ruled that the table result of 6♣ down 1, for a score of North-South +100 was allowed to stand.

The Appeal: North-South appealed and all four players attended the hearing. North-South argued that the Break-in-Tempo (BIT) may have been as long as 30 seconds but possibly shorter. They also argued that the BIT suggests that East was thinking about bidding slam thus making it easier for West to bid 6♣.

The Decision: The Committee found that UI was present and that passing the double was a logical alternative. The members spent the bulk of their deliberations discussing whether the BIT demonstrably suggested bidding 6♣ over passing. Most members thought the hesitation made it more likely that East was considering whether to bid slam. The Committee voted 4-1 that the BIT demonstrably suggested bidding 6♣. Therefore, the score for both sides was adjusted to 5♥ doubled making 5 for N-S +650.

The Committee: Aaron Silverstein (Chairman), Robb Gordon, Fred King, David Stevenson, and Gene Kales.

APPEAL	NABC+ FOUR
Subject	Unauthorized Information
DIC	Henry Cukoff
Event	Blue Ribbon Pairs
Session	First Qualifying
Date	November 30, 2010

BD#	11
VUL	None
DLR	S

Jill Levin	
♠	KQ543
♥	Q
♦	J853
♣	A53

Ranjan Bhaduri		Raymond Jung	
♠	A2	♠	J109
♥	AJ87	♥	K9642
♦	Q104	♦	----
♣	QJ87	♣	K10964

Jill Meyers	
♠	876
♥	1053
♦	AK9762
♣	2

West	North	East	South
			2♦
Dbl	3♠	4♥	4♠
5♥	P ^I	P	5♠
Dbl	P	P	P

Final Contract	5♠ Dbl by North
Opening Lead	♥4
Table Result	5♠ Dbl by North, Down 1, NS -100
Director Ruling	5♥ by East, Made 5, EW +450
Committee Ruling	5♠ Dbl by North, Down 1, NS -100

(1) Break in tempo

The Facts: On North's 2nd turn to call, there was a noticeable break in tempo before passing. The huddle was agreed to by all, though its length was disputed. North-South claimed the break in tempo was 15-20 seconds, while East-West claimed it was much longer. South stated 3♠ was forcing and therefore the Pass of 5♥ was a Forcing Pass. North announced that she did not know exactly what 3♠ was. South countered; 2♠ would have been invitational, Redouble would have shown one suit, and 3♠ is forcing.

The Ruling: Absent evidence of any partnership agreement concerning the 3♠ call, the Director judged that North's pass of 5♥ was non-forcing. The Director also judged that the break in tempo demonstrably suggested bidding over 5♥. The Director ruled that a Pass of 5♥ by South was a logical alternative. Therefore, the score was adjusted to 5♥ by East-West making 5. (Laws 73C, 16B1, and 12C)

The Appeal:

South stated, and was able to produce system notes to the effect, that by partnership agreement, 3♠ shows length (6 or more) and strength in Spades with game going values. South argued that she would have raised to 4♠ with one fewer Spade and one more Club. From this agreement, South deduced that North's Pass of 5♥ was forcing. Therefore Pass, according to the partnership's agreement, could not have been a logical alternative to bidding. South was left only with the decision to bid 5♠ or Double, a decision that, according to South, could not have been affected by the unauthorized information.

South continued to support her call by arguing that East was likely to have five hearts for his raise to 4♥, and that West rated to have four. With the knowledge that her partner likely had a singleton heart, it was her conclusion that the hand would play extremely well in spades.

East-West observed that North took as much as a minute before calling over 5., an observation not agreed to by their opposition. They argued that South had sufficiently described her hand when she opened 2♦ and subsequently freely raised to 4♠. They contended North's break in tempo demonstrably suggested bidding 5♠, and that Pass was a logical alternative to bidding.

The Decision:

The Committee discovered that, in other partnerships, North plays fit showing jumps in this auction. It was also discovered that the partnership normally plays 2♦ as multi, so this auction was uncommon for the partnership.

The Committee was concerned with the issue of whether or not North-South had a partnership agreement about the meaning of 3♠ in this auction. If the partnership did have an agreement, it was unclear how many Spades it showed. The absence of an agreement would bring into question whether or not the Pass should be considered forcing.

A majority of the Committee judged that North-South did have a partnership agreement concerning 3♠. Given the understandings of the partnership (Forcing 3♠ and Pass), it was judged that South's 5♠ bid was clear.

There was a break in tempo, however (assuming that Pass was forcing) no action was suggested over another by the unauthorized information. Furthermore, the Committee judged that South's singleton club and extra spade made 5♠ the only logical action. Therefore the table result was permitted to stand.

The Committee:

Doug Doub (Chairman), Hendrik Sharples, Ellen Kent, Richard Budd, and Patty Tucker.

APPEAL	NABC+ FIVE
Subject	Unauthorized Information
DIC	Henry Cukoff
Event	Blue Ribbon Pairs
Session	First Qualifying
Date	11/30/10

BD#	22
VUL	E-W
DLR	E

Claire Tornay	
♠	QJ9832
♥	Q976
♦	KQ
♣	9

Bob Drijver	
♠	K
♥	AJT
♦	T54
♣	AQJT87

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Tim Verbeek	
♠	AT4
♥	832
♦	J9872
♣	62

Marc Rabinowitz	
♠	765
♥	K54
♦	A63
♣	K543

West	North	East	South
		P	P
1NT	2♣1	2♦	P
2♥	2♠	P	P
3♣	P	3♦	3♠
P	P	P	

Final Contract	3♠ by North
Opening Lead	♣ 6
Table Result	Down 2, NS +100
Director Ruling	3♠ by North, down 2, EW +100
Committee Ruling	3♠ by North, down 2, EW +100

(1) Single-suited hand

The Facts: After the 2♦ bid West volunteered that he could not remember its meaning, and that it was either natural or a transfer. At the conclusion of the deal West reported that he felt that he could safely bid 2♥ and later bid 3♣ over North's presumed spade bid.

The Ruling: The Director ruled that there was authorized information available that alerted East to the fact that there was a bidding misunderstanding and thus the 3♦ bid was allowed.

The Appeal: North-South appealed the Director's ruling and North, South, and East attended the hearing. North-South argued that East took advantage of West's uncertainty about the meaning of the 2♥ bid. East knew that West did not have a real heart suit, else East might have bid 3♥ instead of 3♦, or might have bid 3♥ directly over 2♠. In the actual case, East was safe to clarify his earlier call by bidding 3♦. Alternatively, East might have passed 3♣ rather than risk a further misunderstanding. South asserted that competing to 3♠ would have been less attractive over 3♥ or 3♣. Upon questioning, South agreed that if East had bid 3♥

there would have been no special inference that East-West were having a misunderstanding as opposed to East actually possessing a heart suit.

East argued that West could not hold five hearts and four clubs, because he would probably not have opened 1NT with that shape and would certainly not have competed to 3♣. Therefore, East had authorized information that West did not have long hearts, and he did not give serious thought to bidding 3♥ directly over 2♠, based on West's putative heart suit. East suggested that 3♥ would have been a poor call regardless, given his barren hand and the adverse vulnerability.

The Decision: The East-West Convention Card had nothing marked in the "System On Over" section under "1NT Openings." East-West produced system notes (in Dutch) that said that transfers did apply on the given auction, so East had misbid. The Committee noted that the direct cause of North-South's poor result was South's decision to compete to 3♠ with a square defense-oriented hand that contained two poorly-placed Kings, and that South's decision would not have been materially different if he had thought that East had hearts instead of diamonds, or even if East had passed 3♣. Therefore, the table result was allowed to stand for North-South.

Equally, since the Unauthorized Information did not directly contribute to East-West's score, the table result was allowed to stand for them as well. The Committee noted that East's rationale for not playing West for real hearts after the 3♣ was compelling. Also, to force East to make a hyper-aggressive 3♥ bid directly over 2♠ would have been unfair.

[Yes, three diamonds can be made, which normally would render the whole discussion moot. However, to do so on a spade lead declarer must overtake dummy's stiff king with the ace to take a club finesse, an extremely non-intuitive play. On the more likely play of letting the spade king win and leading a trump, North, who can see the club suit in dummy and knows the location of the spade ace, has an easy defense of shifting to a low heart, either before or after unblocking the other high trump.]

The Committee considered a procedural penalty against West for his obvious violation of correct procedure, but regarded this violation as minor. The tenor of this Committee is that procedural penalties should be given only for gross violations. Other Committees may feel differently. Furthermore, once West took time before bidding 2♥, his doubt about the meaning of 2♦ was well-established, so his voluntary statement merely confirmed what everyone already knew.

Some members thought that East might have taken advantage of the alert procedure by bidding 3♦ with the expectation that his befuddled partner would correctly interpret the bid as showing diamonds only rather than a red two-suiter. The majority considered this too deep a position and noted that risk was still there. Since South competed to 3♠ we will never know for sure what West would have done over 3♦.

The Committee: Bart Bramley (Chairman), Michael Kamil, Michael Rosenberg, Jeff Aker, and Dan Gerstman.

Commentary:

Bramley: Tough one. The decision is well-reasoned and well-written, but the whole thing leaves a bad taste. In theory, the decision would be the same even without West's attempted disclaimer.

Since the system notes are not explicit about what to do over "suitless" interference, an argument could be made that there was no agreement and therefore West's explanation was MI. I'm also uncomfortable with East's dodgy response to a direct question about whether she had what her partner said she had. She had to know that her answer, or lack thereof, would directly affect the choice of lead. My preference is for players to admit to a misunderstanding when questioned, EVEN WHEN LEGALLY PERMITTED TO EVADE ANSWERING. Doing so will nearly always obviate a ruling (or a Committee) and allow for a valid table result; evasion nearly always has the opposite effect.

Goldsmith: I don't get to see the notes, but...if they really say that transfers are on if there is one known suit, then they do not apply over Suction, and therefore, the correct explanation is "no agreement." Furthermore, if the agreement applied assuming the known suit was spades, then a transfer to spades is unlikely to be natural, so there was MI. Even if West (who, to his credit, was trying to be helpful) had simply explained their agreements in detail, North would probably have worked out that East was unlikely to have spades. So I am pretty confident that there was MI, and that MI damaged the NOS. Again, the actual text of the notes could convince me otherwise.

On a spade lead, however, West would have made nine tricks. What is North to discard on four rounds of diamonds? If a spade, West just knocks out the HA. If a club, he no longer has to guess clubs. Since his stated plan was to figure out how to play clubs, running diamonds is completely natural, and players with 4000 MPs will do it just as a matter of course. There is no need to think of the triple squeeze; it just happens. So I'd rule reciprocal 600s. It is reasonable to rule -100 for E/W, judging that getting the play wrong was at all probable, but I think it is not. It's certainly not likely that West will go down, so N/S get -600.

I'd also give E/W a 1/4 board PP for East's failing to state before the opening lead that there was a mis-explanation. There is no way that she was certain that partner's explanation was correct, so she has to speak up.

Kooijman: I don't understand the facts. Does it say that East should have told NS that they had no agreement about the 2♥ bid? If so, I do not understand the decision and to be honest I tend not to understand it anyway. Why don't I find the question to East why he bid 2♥? All signs lead to my conclusion that EW did not know what they were doing, West NOT giving a right statement about the agreements. So I support the TD, 3NT minus 1, allowing North to lead a spade after hearing that EW do not have an agreement about 2♥.

Rigal: This is an unfortunate case; nobody really did anything wrong but it seems to me as if it was indeed a misbid not misinformation thanks to the system notes. Good ruling.

Wildavsky: I do not understand the basis of the TD's ruling, since it appears that, although North misunderstood, he was provided with accurate information. The AC seems to have been more thorough. Yes, West ought to have explained the exact agreement, that they play transfers when there is one known suit. Then North would have known exactly as much as West did, and could draw his own conclusions. In my judgment, though, West's actual explanation ought to have been as informative. North still has to guess what East's long suit is.

Kudos to Jeff for noticing that declarer was likely to score up 3N even on a spade lead.

Wolff: Again CD is committed by NS so another Zero to them with probably only an average to EW, at best Average +. Again when CD occurs bridge, as we know it, stops and speculation reigns. At last reports it is impossible to then look into everyone's mind and accurately (or even close to) determine what would have happened. Stop CD by penalizing it out of existence and presto changeo partnerships will suddenly stop having these bridge breaking mixups and either learn their conventions or cross them off their convention cards.

APPEAL	NABC+ SIX
Subject	Unauthorized Information
DIC	Henry Cukoff
Event	Blue Ribbon Pairs
Session	First Qualifying
Date	11/30/10

BD#	10
VUL	Both
DLR	E

Thomas Bessis	
♠	975
♥	
♦	K653
♣	AQJ873

John McLaughlin		Fall 2010 Orlando, Florida	Lloyd Arvedon	
♠	AKQ632		♠	JT84
♥	Q9		♥	J87432
♦	98		♦	AJ7
♣	T52		♣	
		Jessica Piafsky		
		♠		
		♥	AKT65	
		♦	QT42	
		♣	K964	

West	North	East	South
		P	1♥
2♠	P	4♠	P
P	5♣	5♠	P¹
P	6♣	P	P
P			

Final Contract	6♣ by North
Opening Lead	♦ A
Table Result	Made 6, N-S +1370
Director Ruling	5♠ Dbl by West, Down 1, N-S +200
Committee Ruling	6♣ by North, made 6, N-S +1370

(1) South passed after 8-10 second Break-in-Tempo

The Facts: Both sides agreed that there was an 8-10 second break-in-tempo after East's 5♠ bid.

The Ruling: The Director determined that there was an 8-10 second break-in-tempo by South after East's 5♠ bid. The Director decided that South's BIT suggested further action. The Director ruled that pass by North was not a logical alternative to bidding 6♣ but that double of 5♠ was a logical alternative. The Director's polling of other players indicated that none passed but two players doubled 5♠. Since doubling 5♠ was a logical alternative to bidding 6♣, the Director adjusted the result to 5♠ doubled, down one, for a final result of N-S +200.

The Appeal: N-S appealed the Director's ruling and North-South attended the hearing. North testified that as a result of his three small spades and the opponent's bidding, he was able to visualize a spade void in his partner's hand. South testified that her tempo was reasonable and normal given that her partner first introduced Clubs at the five-level.

The Decision: In order to adjust the table result pursuant to Law 16B1, the Director must determine that unauthorized information was available. The key issue for the Committee was whether South's pause conveyed extraneous information to partner. The Committee found that South's tempo was normal for this auction. Therefore there was no extraneous information and North was free to bid as he pleased. Accordingly the committee allowed the table result to stand.

The Committee: Richard Popper (Chairman), Gail Greenberg, Tom Carmichael, David Stevenson, and Gerry Marshall.

APPEAL	NABC+ SEVEN
Subject	Unauthorized Information
DIC	Henry Cukoff
Event	Blue Ribbon Pairs
Session	Second Semi-Final
Date	12/1/10

BD#	7
VUL	Both
DLR	S

Tom Peters	
♠	QJ8
♥	AQJ9
♦	8742
♣	Q3

Gary Gottlieb		Fall 2010 Orlando, Florida	Peter Fredin	
♠	K7532		♠	964
♥	T75		♥	K86
♦	Q9		♦	AT6
♣	T96	♣	AK42	

John Zilic	
♠	AT
♥	432
♦	KJ53
♣	J875

West	North	East	South
			P
P	1♥	P	2♥
P	P	3♣	DBL
P ¹	P	RDBL	P
3♠	P	P	P

Final Contract	3♠ by West
Opening Lead	♦ 7
Table Result	Down 1, N-S +100
Director Ruling	3♣ Dbl by East, Down 3, N-S +800
Committee Ruling	3♣ Dbl by East, Down 3, N-S +800

(1) Both sides agreed to a 15-20 second Break-in-Tempo

The Facts: Both sides agreed that there was a 15-20 second break-in-tempo by West after South's double of 3♣. South called the Director at North's turn to bid over 3♣ double.

The Ruling: The Director determined that there was a 15-20 second break-in-tempo by West after South's double of East's 3♣ bid. The Director determined that West's BIT suggested doubt about playing 3♣ doubled. The Director ruled that pursuant to Law 16B.1(a), West's break-in-tempo provided unauthorized information that East could not use to run from 3♣ doubled. The Director also decided that passing 3♣ doubled was a logical alternative to running from 3♣ doubled by redoubling. Since passing 3♣ was a logical alternative to redoubling, the Director adjusted the result to 3♣ doubled, down 3 for final result of N-S +800.

The Appeal: E-W appealed the Director's ruling and all four players attended the hearing. East explained that South called the director only after North hesitated over the double. East reasoned that South might be concerned that his partner would not treat the double as for penalties, and accordingly that South would have a solid double of clubs, and so he redoubled in a situation where otherwise he would never have dreamed of acting. E-W also contended that the timing of the Director call conveyed unauthorized information to North.

The Decision: In ruling on a case pursuant to Law 16B.1, East may not select a bid that may have been suggested by BIT when there is a logical alternative bid not suggested by the BIT. As to East, the Committee decided that the BIT itself was the deciding factor in not allowing the redouble because passing by East was a logical alternative action to the redouble. The final result of 3♣ doubled, down three, for +800 N-S was upheld by the Committee.

The Committee agreed that that the timing of South's Director call should have been better, and noted that it could have been avoided altogether with a statement that "We agree that there was a break in tempo" by East-West. The Committee found the East- West argument to the Committee about the timing of the Director call was not sufficient grounds to make an otherwise illegal call, and assessed an Appeal Without Merit Warning (AWMW) to East-West.

The Committee: Jeff Roman (Chairman), Gail Greenberg, Richard Popper, Ellen Kent, and Chris Moll.

APPEAL	NABC+ EIGHT
Subject	Disputed Claim
DIC	Henry Cukoff
Event	Blue Ribbon Pairs
Session	Second Final
Date	12/1/10

BD#	14	David Caprera			
VUL	None	♠	QT		
DLR	E	♥	AK765		
		♦	J532		
		♣	92		
		Fall 2010 Orlando, Florida		David Yang	
Greg Hinze				♠	AK7
♠	86432			♥	JT9
♥				♦	Q97
♦	AT64			♣	T765
♣	KJ84	Clement Jackson			
		♠	J95		
		♥	Q8432		
		♦	K8		
		♣	AQ3		

West	North	East	South
		P	1♥
P	4♥	P	P
P			

Final Contract	4♥ by South
Opening Lead	♠ 2
Table Result	Down 2, NS -100
Director Ruling	4♥ by South, down 2, NS -100
Committee Ruling	4♥ by South, down 2, NS -100

The Facts: South was the declarer in 4♥. After drawing the opposing trumps, the lead was in dummy with only the diamond side suit to negotiate. As he was thinking about his play, West faced his hand and claimed two of the remaining three tricks.

North	
♥ 7	
♦ J53	
West	East
♦ AT4	♦ Q97
♣ 4	♣ 5
South	
♥ 84	
♦ K8	

The Ruling: The Director ruled based on Law 70D2 that East would always cover the lead of the Jack of Diamonds. If East covers the Jack of Diamonds, the defenders will always take two tricks from this position. The Director ruled that since East had already

shown up with the Ace and King of Spades and the Jack of Hearts, he could not also have the Ace of Diamonds, which makes not covering the Jack of Diamonds irrational. Therefore, the Director decided that failing to cover the Jack of Diamonds would qualify as irrational, not careless or inferior.

The Appeal: North-South appealed the director's ruling and North and South, attended the hearing. North-South argued that the claim by West, if allowed, would eliminate any chance that East would make a mistake.

The Decision: The Committee decided that because East had passed as dealer and shown up with the Ace and King of Spades, there was no possibility of a mis-guess by declarer if his diamond holding was King-Ten. It was felt that if the diamond Jack was played immediately from dummy, East might err in haste, but in this situation declarer had been thinking about his play for some time when West claimed.

Law 70D2 requires that the defense get two tricks in this situation, if there is no normal play by East that results in a different outcome. In this situation, normal includes careless and inferior for the class of player involved but not irrational. The Committee decided that for East to fail to cover the diamond Jack when played after some thought was beyond careless or inferior. Therefore, the Committee upheld

The Committee noted that West's claim was made because the round had been called, and there was no belief that he had any other motive.

Committee: Stephen Landen (Chairman), Patty Tucker, & David Stevenson.

APPEAL	NABC+ NINE Date:12-03-10
Subject	Misinformation
DIC	Steve Bates
Event	Reisinger Board-A-Match
Session	First Qualifying

		Peter Fredin			
BD#	7	♠	K	♠	A8764
VUL	Both	♥	KQ742	♥	
DLR	S	♦	643	♦	QJ52
		♣	AJ64	♣	K852
Kit Woolsey			Fred Stewart		
♠	QT9	Fall 2010 Orlando, Florida			♠
♥	JT83				♥
♦	AK7				♦
♣	T73				♣
		Hakan Nilsson			
		♠	J532		
		♥	A965		
		♦	T98		
		♣	Q9		

West	North	East	South
			P
P	1♥	1♠	2♥
D¹	P	2N²	P
P	D	RD	P
3♠	D	All Pass	

Final Contract	3♠ Doubled by East
Opening Lead	♦ T
Table Result	Made 3, E-W +730
Director Ruling	3♠ Dbl by East, Made 3, E-W +730
Committee Ruling	3♠ Dbl by East, Made 3, E-W +730

(1) Responsive (2) North-South asked and West explained 2Nt as natural

The Facts: East made 3♠ doubled following the lead of the ten of diamonds. North-South believed that the misinformation about the 2N bid led to their bad result.

The Ruling: The Director determined that “natural” was a correct description of the East-West agreement in this auction, so 2N was merely a mistaken bid. West’s pass of 2N (obviously intended as “pick a minor”), is authorized information to East as part of the auction, so East’s redouble is untainted. West does not have any unauthorized information, so his actions are unrestricted. The Director ruled that the table result should stand.

The Appeal: N-S appealed the Director’s ruling and North, South, and West attended the hearing.

The appealing side: North-South argued that the misinformation led to the bad result, and without that misinformation the final contract would not have been doubled. They also argued that East-West should know what they are doing in such a straightforward auction.

The non-appealing side: Only West attended the hearing. He stated that their agreement is that 2N is natural, as further evidenced by his pass of 2N. The subsequent double and redouble made it clear that his partner had no interest in playing Notrump.

The Decision: The Laws do not allow a pair to hide their agreements from the opponents, but they do not require that they know their methods, nor do they penalize them for misbidding. West’s testimony and the fact that he passed 2N demonstrate that East-West do not play this bid as some sort of pick a minor scramble. The Redouble, however, made it clear that 2N was not natural, thus North-South’s decision to double 3♠ was not a result of the misinformation. The Committee ruled that the initial table result of 3♠ doubled making three be allowed to stand. Since there was misinformation present in the auction, the Committee found that the Appeal had substantial merit.

Committee: Hendrik Sharples (Chairman), Joel Wooldridge, and Gerry Marshall.

APPEAL	NABC+ TEN
Subject	Unauthorized Information Misinformation
DIC	Kenneth Van Cleve
Event	North American Swiss
Session	First Final
Date	12/5/10

BD#	24
VUL	None
DLR	W

Rafal Jagniewski	
♠	652
♥	94
♦	AT865
♣	764

Xiaodong Shi		Fall 2010 Orlando, Florida	Jiang Gu	
♠	A74		♠	QJT3
♥	K653		♥	AJT87
♦	K3		♦	972
♣	JT92		♣	Q

Michal Kwecien	
♠	K98
♥	Q2
♦	QJ4
♣	AK853

West	North	East	South
1♣	P	1♦¹	DBL²
2♥	P	4♥	P
P	P		

Final Contract	4♥ by West
Opening Lead	♠ 5
Table Result	Made 4, E-W +420
Director Ruling	4♥ by West, Down 1, N-S +50
Committee Ruling	4♥ by West, Down 1, N-S +50

(1)	Alerted on the right-side of the screen (East & North), but not alerted on the left-side of the screen until after South had bid 1NT.
(2)	After South heard the alert of the 1♦ bid, he changed his call to Double.

The Facts: East-West pre-alerted that they play a 1♦ response to 1♣ as showing hearts. West claimed that South bid 1NT too quickly after the tray was passed under the screen. South claimed the bid was made in proper tempo. North led a spade and declarer won the first spade in the dummy. Declarer cashed the Heart Ace in dummy and led another heart after winning the opening lead in the dummy. North-South alleged that declarer might have finessed the heart jack without the 1NT bid.

The Ruling: Pursuant to Law 16(d), The Director determined that information from the withdrawn call is not authorized to the offending side. Declarer has a logical alternative to playing hearts in the manner that he chose. The unauthorized information suggests the actual line of play taken by the declarer, instead of the logical alternative. The logical alternative line is less successful than the line

suggested by the unauthorized information. According to Law 16(c) and 12(c), the score was adjusted by the director to 4♥ down 1, N-S +50. The East-West argument that the 1NT call was too hasty was not brought by East-West until after the ruling was delivered. Therefore, the argument about the speed of the 1NT call was not given enough weight to effect the final decision.

The Appeal: East-West appealed the Director's ruling and East, West, and the East-West captain attended the hearing. The screening director took a small poll of good players as to best line of play without knowledge of the 1NT overcall. One player chose the correct line while one did not. The East-West team captain said that their policy is not to call the Director for infractions and to generally approach the game in a friendly fashion. East-West testified that transfer responses to 1♣ were pre-alerted and played by both sides. West denied pulling the bidding tray through the screen before the 1NT call.

The Decision: The Committee noted that it seemed unlikely that when 1♦ appeared on the tray that South would have bid 1NT very quickly. It was suggested that if South had drawn the tray through [because bidding trays are often not pushed through adequately so need some further drawing through the screen] than he would have longer to see the 1♦ bid and react. However, there was no clear evidence that South drew the tray through the screen. On the hand, West gave South the chance to take his bid back and this indicated that West believed that his alert was slow. The Committee did not think that the Captain's view of how his team behaved did or should effect this conclusion.

The Director's view was that the alert was late and the Committee found no compelling evidence to overturn this view, therefore they decided that there was misinformation. This meant that the change of call from 1NT to double was legally correct. Knowledge of the 1NT bid was unauthorized to West. The Committee considered whether there was damage and whether to adjust, looking at the ramifications of the lead and various other matters, especially preserving entries. It was felt that the line of play taken at the table [♥A, ♥J] was the action of a player who knew the position of the ♥Q. Nevertheless that would not matter if there was no less successful logical alternative. The Committee judged that some sensible lines of play were losing ones, therefore the player had chosen amongst logical alternatives one that could demonstrably have been suggested by the unauthorized information. Accordingly, the Director's ruling and adjustment was upheld.

The Committee: Gail Greenberg (Chairman), Kit Woolsey, David Stevenson, Ellen Kent, and Chris Moll.