



**SUMMER MEETING 2004  
SCHAPIRO SPRING  
FOURSOMES 2004  
CROCKFORD'S FINAL 2004**

**APPEALS**

**Edited by David Stevenson**

# **ENGLISH BRIDGE UNION**

## **SUMMER MEETING 2004 SCHAPIRO SPRING FOURSOMES 2004 CROCKFORD'S FINAL 2004**

### **APPEALS**

**Edited by David Stevenson**

All the appeals from the EBU Summer Meeting at Brighton, the Schapiro Spring Foursomes, and the EBU Crockford's Cup Final have been included herein. It is hoped that they will provide interest and an insight into the way that people in England are ruling the game.

Note that this year there were no appeals from the Schapiro Spring Foursomes so some cases have been included where the players appealed, but withdrew their appeals because they could not affect the result of the matches.

After the success of the earlier editions it was decided to repeat this publication. This publication has been put on the EBU website in the L&EC section. The feedback from this will be used to decide whether to repeat this in future years. Also consideration will be given as to whether to publish it as a booklet (as is happening in other countries in similar situations). So, whether you liked this publication or not, if you can see how you would improve it, if you would like to purchase a paper copy, or if you have any other comments, please tell the L&EC Secretary, Nick Doe. If you wish to comment on the actual appeals, the layout, the editing or the Commentary please tell the Editor, David Stevenson. The way to contact the L&EC Secretary or the Editor is detailed on the next page.

Comments have been made on the appeals by an international group of people who have donated their time, for which we thank them. Also thanks are due to Peter Eidt of Germany and Jeffrey Allerton of England for doing the proof-reading. Many of the commentators are subscribers to the bridge-laws mailing list, an international discussion of the Laws of Bridge on the internet. If you are interested in joining (it's free!) the Editor will provide details. The Editor can also provide details of how to subscribe (including how much it costs) to the Australian Director's Bulletin, the foremost magazine for Tournament Directors in the world.

# ENGLISH BRIDGE UNION

## SUMMER MEETING 2004 SCHAPIRO SPRING FOURSOMES 2004 CROCKFORD'S FINAL 2004

### APPEALS

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# ENGLISH BRIDGE UNION

## SUMMER MEETING 2004 SCHAPIRO SPRING FOURSOMES 2004 CROCKFORD'S FINAL 2004

### APPEALS

#### Commentators

There are comments on each Appeal by various commentators. Their comments here reflect their personal views.

**David Stevenson**, the Editor, 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.

**Adam Wildavsky** of New York City is a software engineer for Google, Inc. He has been interested in the laws ever since he became the director of the MIT Bridge Club. Adam is a member of the ACBL Laws Commission and NABC Appeals Committee, an ACBL casebook commentator, and is a regular contributor to the Bridge Laws Mailing List. He earned a Bronze Medal in the 2003 Bermuda Bowl. His study of the laws is informed by his study of Objectivism, the philosophy of Ayn Rand.

**Barry Rigal** is an expatriate Englander living in New York, USA. During his UK career he won Gold Cup, Tollemache (3 times) and Spring Fours (5 times), and represented UK in Camrose 6 times (6-0 record). He is a full-time Bridge player, journalist, commentator and writer. He has been an Appeals Committee Team Leader at US Nationals for the last 3/4 years.

**Bob Schwartz** is a sixty year old computer consultant. Member of the ACBL Board of Governors, ACBL National Appeals Committee and the ACBL Competition and Conventions Committee. Married (30 years) with 3 children. Likes golf and poker--tolerates bridge.

**Eric Landau** is an American. He was a successful tournament player in the ACBL and Canada in the 1970s and 1980s, but has been semi-retired from competition since the late 80s and currently plays only once in a while. He is the author of the book "Every Hand An Adventure", and his writings have also appeared in The Bridge World, the Bulletin of the ACBL and various lesser-known publications. He directs at the club and local levels occasionally, and managed a bridge club for several years.

**Frances Hinden** and **Jeffrey Allerton** are tournament players from Surrey, England. Recent successes include winning the 2003 Gold Cup, while Jeffrey is a past European and World junior champion. They both used to direct club and county competitions, and Frances has recently joined the EBU panel of referees.

**Richard Hills** is Immediate Past President of the Bridge Federation of the Australian Capital Territory. Inspired by the editorial example of David Stevenson, he has edited three unofficial ACBL appeals casebooks, which are available for download from the following websites (which also contain other interesting directorial information):

Australian Bridge Directors Association website  
<http://www.abf.com.au/directors/appeals.html>

David Stevenson's Bridge Laws website  
<http://www.blakjak.demon.co.uk/appeals.htm>

Richard's 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.

# ENGLISH BRIDGE UNION

## SUMMER MEETING 2004 SCHAPIRO SPRING FOURSOMES 2004 CROCKFORD'S FINAL 2004

### APPEALS

#### Abbreviations

There are some abbreviations, and they are listed here:

EBU	English Bridge Union
L&E	Laws & Ethics Committee
L&EC	Laws & Ethics Committee
WB	EBU White book, containing regulations for TDs and ACs
OB	EBU Orange book, containing regulations for players
WBF	World Bridge Federation
TD	Tournament Director
Director	Tournament Director
AC	Appeals Committee
Committee	Appeals Committee
LA	Logical alternative
AI	Authorised information
MI	Misinformation
UI	Unauthorised information
BIT	Break in Tempo [a hesitation, or over-fast call]
PP	Procedural penalty [a fine]
N/S	North-South
E/W	East-West
!	Alerted
...	Hesitation [agreed]
(1), (2) etc	References to notes below
P	Pass
♠♥♦♣	Spades hearts diamonds clubs
Db1	Double
Redbl	Redouble
NT	No-trumps
Benji	Benjamin: a popular name for a form of Acol where 2♣/♦ openings are strong and artificial, 2♥/♠ openings are weak

# ENGLISH BRIDGE UNION

## SUMMER MEETING 2004 SCHAPIRO SPRING FOURSOMES 2004 CROCKFORD'S FINAL 2004

### APPEALS

#### General

From the 1<sup>st</sup> August 2000 Tournament Directors are permitted to give “weighted” scores when assigning, for example if they adjust a score because of misinformation they might give a score of 50% of 6♠ making and 50% of 4♠ +2. Previously only Appeals Committees were permitted to do this. The World Bridge Federation hopes that this will reduce the number of Appeals.

The format used to show such results is based on the “Maastricht protocol” whereby higher NS scores are shown first. It helps scorers and TDs if a consistent style is used. Example:

Score assigned for both sides (Law 12C3):

10% 6♣ -1 by West, NS +100

+60% 6♠ doubled -3 by N/S, NS -800

+30% 6♣ making by West, NS -920

Unlike most other publications of this sort around the world, we have named the Tournament Director in each case. He or she is the man or woman who attended the table, took the evidence, told the players the ruling, and presented the case to the Committee. But the ruling will only be given after he or she has consulted with at least one other Director and possibly a top player as well. Thus he or she is not solely responsible for the ruling – on rare occasions he or she may not agree with it himself or herself.

# ENGLISH BRIDGE UNION

## SUMMER MEETING 2004 SCHAPIRO SPRING FOURSOMES 2004 CROCKFORD'S FINAL 2004

### APPEALS

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## APPEAL No 1: I had to double because I was maximum, yes?

### Tournament Director:

Sarah Oliver

### Appeals Committee:

Heather Dhondy (Chairman) David Burn Artur Malinowski

Swiss Pairs Board no 7 Dealer South All Vulnerable	♠ AQ76 ♥ J42 ♦ 9642 ♣ Q3	
♠ ♥ KT65 ♦ AKJT875 ♣ K4	<i>N</i> <i>W</i> <i>E</i> <i>S</i>	♠ JT9852 ♥ 8 ♦ 3 ♣ J9876
	♠ K43 ♥ AQ973 ♦ Q ♣ AT52	

### Basic systems:

North-South play 5 card majors, 2 over 1 game forcing

<i>WEST</i>	<i>NORTH</i>	<i>EAST</i>	<i>SOUTH</i>
			1♥
2♦	2♥	P	... P
3♦	Dbl	P	P
P			

### Result at table:

3♦ doubled -1 by West, NS +200

### Director first called:

At end of hand

**Director's statement of facts:**

South's hesitation before passing was agreed. TD was called to the table by West who questioned whether North could be allowed to double after South's slow pass.

North stated that he had doubled because he was maximum for his 2♥ bid. After consultation TD ruled that the double was not automatic and adjusted the score accordingly.

**Director's ruling:**

Score assigned for both sides:

3♦ -1 by West, NS +100

**Appeal lodged by:**

North-South

**Appeals Committee decision:**

Table score re-instated

Deposit returned

**Appeals Committee's comments:**

We don't think pass is a logical alternative for North and the hesitation does not suggest that double is going to be more successful than 3♥.

**David Stevenson's comments:**

The Committee has made a very surprising decision. Certainly double will occur to some people but it is not automatic with 9xxx in trumps.

**Adam Wildavsky's comments:**

A pass by North would be perfectly logical. South's hesitation suggests that he is just shy of a game try, so it makes double more likely to be successful. I much prefer the TD's ruling to the AC's.

**Barry Rigal's comments:**

I strongly disagree with the AC adjustment back to the table result. When a player passes UI to his partner it is the responsibility of that player under Law 16 not to take advantage of that UI. Here the player has terrible trumps (he knows any of partner's honours will be vulnerable) and no extras. Pass is clear-cut facing a partner who will act again with extra shape. This is exactly the wrong message for an appeal committee to be sending.

The timing of the TD call (late) should not be sufficient to deny E/W justice.

**Bob Schwartz's comments:**

Director call was poorly timed. One can only assume that had the contract made there would have been no call. It is irrelevant of course, since the BIT was agreed upon and South's action is not the question, but I can only wonder what South was thinking about. The BIT did not demonstrably suggest anything, and North holding a maximum was free to bid his hand and Pass was really not a LA (Imps or MPs.) Had the director ruled to allow the table result to stand and EW appealed, I would have kept the money.

**Eric Landau's comments:**

I'd have upheld the director's ruling. Only a blind point-counter would call North's hand a maximum for his 2H bid. Not many players would act over 3D with AQ76/J42/9642/32; changing the C2 to the (unguarded) CQ surely isn't enough to preclude passing from being a logical alternative action.

**Jeffrey Allerton's comments:**

First I have to express an interest in this appeal as I was the West player. I was very surprised by the AC decision as this seems to be the classic type of situation for which Law 16A was designed. North has described his hand with the raise to 2♥ and would normally only be expected to act again with a special hand. N/S played the double of 3♦ as penalties and one would expect at least one, preferably two trump tricks for that.

I would also question the AC's assertion that: "the hesitation does not suggest that double is going to be more successful than 3♥". The UI implies that South has extra high cards, which makes doubling for the magic pairs score of +200 far more likely to be successful.

If North does pass over 3♦ it is not clear what South would do now. Hence it would be reasonable for the AC to assign a weighted score between 3♦ -1, 3♥ = and 3♥ -1.

**Richard Hills' comments:**

It is difficult to determine logical alternatives in the illogical form of scoring known as matchpoint pairs. \*If\* this deal had occurred in a logicalimps context, \*then\* (in my opinion) a Pass of 3D would definitely have been a logical alternative for North.

I do, however, agree with the appeals committee that \*if\* the only logical alternatives were Double and 3H, \*then\* South's hesitation did not demonstrably suggest to North that Double would be more successful than 3H.

**EBU Laws & Ethics Committee comments:**

The L&E was surprised at the Appeals Committee's decision that Pass was not a logical alternative, and by its conclusion that double was not suggested. The L&E considered that double was suggested because it catered for whatever S was likely to have for his hesitation (if S had extra strength, he could pass; if he had extra distribution, he could remove to 3♥).

**Final summary by editor:**

The majority view is that the TD got it right. However, some of the commentators do not feel pass is an LA or that double was suggested by the hesitation.

## APPEAL No 2: If at first you don't succeed, ...

**Tournament Director:**

Ian Muir

**Appeals Committee:**

David Harris (Chairman) Malcolm Harris Neil Rosen

Swiss Pairs Board no 11 Dealer South Nil Vulnerable	♠ KQ765 ♥ Q8 ♦ Q95 ♣ KT3	
♠ A98 ♥ AJT974 ♦ 4 ♣ 965	<i>N</i>  <i>W</i> <i>E</i>  <i>S</i>	♠ J43 ♥ K653 ♦ J862 ♣ 74
	♠ T2 ♥ 2 ♦ AKT73 ♣ AQJ82	

**Basic systems:**

North-South play Precision Club

East-West play Acol with "CRO" 2 suited overcalls and transfer jump overcall over Strong 1♣

WEST	NORTH	EAST	SOUTH
			1♦!
2♦!	P (1)	2♠	3♦
3♥	3♠!	P	4♣ (2)
P	4♦	P	P
P			

- (1) Before passing, North asked East the meaning of 2♦ and was told that it was 2 suited in the black suits
- (2) Not alerted

**Result at table:**

4♦+1 by South, NS +150, lead ♦4

**Director first called:**

At end of hand

**Director's statement of facts:**

Despite the absence of any explanation of 'CRO' (as the meaning of West's cuebid) on the convention card TD was satisfied that West's 2♦ did show 'the black suits'. And while West's 3♥ is an on-going bid, the 3♠ by North permits E/W to withdraw from the auction.

**Director's ruling:**

Table result stands

**Details of ruling:**

TD ruled that there was no misinformation: Laws 75 & 21

TD ruled that the possible UI did not damage N/S: Laws 73C & 16A

TD instructed E/W to properly complete their convention card: OB 4.4.2

**Note by editor:**

OB 4.4.2 refers to the EBU Orange book 1998, which says:

Particular care must be taken when describing two-suited overcalls. "Ghestem" should never be used as a description of such methods since there are many different versions. A full description of each bid should be given.

**Appeal lodged by:**

North-South

**Basis of appeal:**

To further explore the facts

**Appeals Committee decision:**

TD requested to review the original ruling in the light of new facts.

Appeal adjourned

**Appeals Committee's comments:**

Subsequent to the facts being presented by the TD at the appeal and subsequent to the facts upon which the TD's decision was made the appellant made the AC aware of additional facts. It is possible that in the light of the additional facts the TD may have come to a different decision. It is also possible that the AC should not consider different facts in determining this appeal at this stage. The TD is requested to ascertain the totality of the facts and reconsider his decision without any further guidance from the AC at this stage.

If it is necessary for the appeal still to be heard it should be in front of this same constituted AC.

**Director's statement of facts:**

Additional facts:

West was bidding under his own misunderstanding that South had opened 1♣. By their agreed methods, this shows a weak jump overcall in hearts. If West were to call 3♠ it is N/S's agreement that a double by North would be for penalties.

**Director's ruling:**

Score assigned for both sides:

3♠ doubled -5 by East, NS +1100

**Details of ruling:**

Following East's 2♠ bid West is not allowed to be aware of East's incorrect explanation of his supposed WJO. Consequently he would/should bid 3♠, being maximum for his WJO, with primary support for partner and a singleton: Laws 73C & 16A.

**Note by editor:**

Neither side wished to proceed with the adjourned appeal.

**David Stevenson's comments:**

The TD seems fortunate since the ruling should have been the same under the original facts!

**Adam Wildavsky's comments:**

The revised ruling seems correct to me.

**Barry Rigal's comments:**

Essentially West psyched a 2D call. If North received the correct explanation - as he did, he was not damaged, and his pass stands. But the UI from West to East means that he should be bidding 3S over 3D as the committee/TD eventually determined. His 3H bid was a 'foul' for whatever reason he made the call (did he think his partner would work it out?!) Under the circumstances the adjustment to 3Sx seems a reasonable one and the total of four tricks on a diamond lead and spade shift also seems right to me.

**Bob Schwartz's comments:**

Talk about confusion. It wasn't revealed until the reconsideration that West was under the impression that South had opened 1♣. If his misbid is based on that, at what point is he allowed to be awakened? Did East's explanation do it? Did South's 3♦ call? Was the 1♦ bid questioned and explained? My guess is we must allow that the explanation awakened him and therefore he must assume that his partner freely bid 2♠. Thus the reconsidered decision to force a 3♠ bid on West seems right. The play to 3♠ assuming a ♦ lead followed by a trump shift could result in down 5 or even 6. I'll live with the down 5.

**Eric Landau's comments:**

I don't understand why the second ruling was different from the first. The additional information available to the TD merely reinforced the finding that there was no MI, and did not affect the nature of the UI, which would have been available from East's explanation regardless of West's reason for thinking his bid to show hearts by agreement. Given the TD's original determination that N-S were not damaged, I see no reason for the additional information to have altered that judgment.

**Frances Hinden's comments:**

While the eventual ruling of 3♠x-5 is reasonable (although 4♠x-6 is possible), I'm surprised at both the TD and AC actions. It doesn't really matter why West bid 2♦ unless it was a deliberate psyche. He has UI from partner's explanation, either bringing to his attention the fact he has pulled out the wrong card, or that he mis-read the opening bid. Either way the UI suggests not raising spades, and makes the 3♥ illegal. The TD's ruling only makes sense if he is satisfied that the 2♦ bid was deliberately intended to show the black suits. The AC action is also unusual (were they in a hurry for dinner?). My guess is they wanted EW to have another chance to appeal if they didn't like the second attempt at a ruling. I'm not sure this is legitimate (perhaps the editor can tell us).

**Jeffrey Allerton's comments:**

When he was called to the table did the TD ask West why he bid 2♦? It would appear not, hence the original ruling was given without the full facts. It is not unusual for additional facts to come to light at an appeal, and thus it is surprising that the TD was asked to reconsider his ruling once the AC had already convened.

The second assigned score of 3 ♠x -5 looks reasonable although the TD might have considered the likelihood of West jumping to 4 ♠ on such a suitable hand for spades.

**Richard Hills' comments:**

The appeals committee stated, "It is also possible that the AC should not consider different facts in determining this appeal at this stage." That statement is an erroneously narrow misinterpretation of the over-succinct Law 93B3 (which defines appeals committee powers). The WBF Laws Committee gave an expanded clarification of the over-succinct Law 93B3 in a minute of 30th August 2000, which has been included in the EBU White Book (TD Guide) at clause 93.7:

A Committee may not over-rule the TD on a point of Law [though it may suggest to him he re-considers] but may over-rule him in his decision as to the facts, though this is rare.

Suppose a TD rules that Law 25B may be applied despite LHO having already called: that is a point of Law so even though the Director is wrong the Committee may not over-rule him. They are allowed to be forceful when explaining this to him!

But if he had allowed Law 25B because he believes the attempt to change was before LHO called, but the Committee decided it was after LHO called then they may over-rule him because that is a matter of fact.

I also note that the TD was somewhat careless in his original decision, by automatically assuming that a misinformation ruling was only that. A very useful rule-of-thumb for a TD is to check for a possible use of unauthorised information infraction \*before\* the TD gives a final ruling on a misinformation infraction.

**EBU Laws & Ethics Committee comments:**

The L&E was surprised by the procedure adopted by the Appeals Committee, as it could not see why the Appeals Committee could not itself have investigated the facts and reached a decision. However, the procedure adopted seems to have worked well enough on this occasion.

**Final summary by editor:**

A novel procedure, which seems to have produced a reasonable result –so the majority of commentators believed.

## APPEAL No 3: Look, aren't I the clever one!

**Tournament Director:**

Martin Lee

**Appeals Committee:**

Jeremy Dhondy (Chairman) David Burn Jon Williams

Swiss Pairs Board no 11 Dealer South Nil Vulnerable	♠ AQ97 ♥ QJ65 ♦ Q9 ♣ AJ6	
♠ T4 ♥ KT9 ♦ K54 ♣ KT972	<i>N</i>  <i>W</i> <i>E</i>  <i>S</i>	♠ KJ8652 ♥ 72 ♦ 863 ♣ 43
	♠ 3 ♥ A843 ♦ AJT72 ♣ Q85	

**Basic systems:**

North-South play Acolish, Weak twos, 1NT 11.5-14 possibly offshape  
East-West play Benji Acol, Weak NT

<i>WEST</i>	<i>NORTH</i>	<i>EAST</i>	<i>SOUTH</i>
			1NT! (1)
P	2♣	P	2♥
P	4♥	P	P
P			

(1) May have a singleton

**Result at table:**

4♥ +1 by South, NS +450, lead ♣T

**Director first called:**

At end of hand

**Director's statement of facts:**

South called TD to "report his own hand" which was displayed in front of TD and other players at end of play. It contained a singleton ♠3 with 1-4-5-3 shape. TD ascertained that South was aware of OB 13.3.1 but he deliberately chose to open 1NT with a singleton ♠3. N/S subsequently and correctly found their 4-4 heart fit and the optimum contract of 4♥ was reached. E/W had no wish to involve the TD although "they would not have opened 1NT on that hand". South stated "he would always open 1NT with this hand – it was a 'natural' 1NT". The convention cards were examined - see Notes by Editor. No other comments at table by West and East but see Director's general comments below.

TD is aware that in the previous match South asked "Whom should I speak to about EBU regs as 60-40 was 'nauseous'." South was aware that OB 13.31 required a singleton in a 5431 hand to be an honour. He said "It's your stupid regulations, I've been waiting three years to challenge them." North put her hand on South's shoulder and appeared to be trying to keep things calm (which they were).

**Notes by editor:**

On both convention cards it says:

1NT opening 11.5-14 may be offshape

On South's convention card it says:

South's 1NT is not always balanced if he thinks he may have a rebid problem.

On North's convention card it says:

South may open 1NT if that is where he wants to play opposite a weakish, flattish partner. Includes some hands with singletons and almost all 5332 hands. North's 1NT is likely to be more conventional.

OB 13.3.1 refers to the Orange book 1998, plus revisions. The actual regulation reads:  
You may open 1NT as either natural or artificial. In addition an otherwise natural 1NT may be played to include hands with 4-4-4-1 distribution (with a singleton of any rank) or 5-4-3-1 distribution with a singleton honour, provided that the point count is strictly within the agreed range for a natural 1NT. More restrictive constraints, e.g. relating to the rank of the singleton or the length of specific suits, are permitted.

**Director's ruling:**

Table result stands

No adjustment: green psyche

**Details of ruling:**

Definition of psychic bid OB page 7

L&E decision already made

Ruled a green psyche as per a previous L&E decision as singleton was not an honour and it was a gross and deliberate misstatement of this hand.

**Notes by editor:**

OB page 7 refers to the Orange book 1998, plus revisions. The actual definition reads:

Psyche, psychic call	A deliberate and gross mis-statement of honour strength and/or suit length.
----------------------	-----------------------------------------------------------------------------

L&E decision refers to the EBU Laws & Ethics Committee. There are several decisions in the past that opening 1NT with a singleton may be considered a psyche.

**Appeal lodged by:**

North-South

**Basis of appeal:**

Regulation wrong

**Director's comments:**

This is an appeal to challenge EBU playing regulations. The TD felt that South was using the situation, indeed possibly engineered it "to make a point" about EBU regulations. The E/W pair and TD feel used by South. E/W are genuinely annoyed that they have become involved in something, nothing to do with them, which should be dealt with by correspondence.

**Comments by North-South:**

The substance of the TD's comments is not far off but the tone seems wrong. I stated that I believed the EBU needed a test case to handle a flawed regulation.

It is clear to me and to those I have consulted that the bid is not a psyche.

**Appeals Committee decision:**

The 1NT opening was not a psyche. The 1NT opening was an illegal method.

Artificial score awarded:

Average minus to N/S, average plus to E/W

Deposit returned.

**Appeals Committee's comments:**

The regulations added to the OB in Aug 02 make it illegal to agree to open 1NT on this hand. We believe N/S had just such an agreement.

It is our opinion that WB 90.4.2 should be amended to say method not convention. N/S should be told that their method must conform to the regulations. If this comes to the attention of a TD again a procedural penalty should follow.

**Notes by editor:**

“The regulations added to the OB in Aug 02” refers to the fact that the quoted wording of OB 13.3.1 was different before Aug 02: previous to that no singleton was allowed in a 1NT opening.

WB 90.4.2 refers to the White book 2004. The actual regulation reads:

If a contestant uses a convention that is not permitted, or is adjudged to have fielded a psyche, deviation or misbid then the deal should be completed. If he attains a score of A– or less then the score stands. Otherwise he gets A– and his opponents get A+.

The regulation was changed at the next meeting of the EBU Laws & Ethics Committee so that ‘method’ replaced ‘convention’.

**David Stevenson’s comments:**

I do not like the approach of a player who believes a regulation to be wrong to defy it then report it. The use of a method known to be illegal seems very unfortunate, and the opponents had a right to feel aggrieved that they had become involved.

The method was illegal so may not be played – it really is as simple as that.

Note that the White book reference with “convention” rather than “method” is a red herring: it does not say what is or is not illegal, merely tells the TD how to deal with an illegal convention. Thus how to deal with an illegal method that was not a convention could only be deduced: the change means it is set out.

**Adam Wildavsky’s comments:**

Gag me with a spoon.

**Barry Rigal’s comments:**

This is not my area of expertise but I agree with the AC that N/S had an agreement to play an illegal convention - whether or not it should be illegal is outside the scope of these comments!

**Bob Schwartz’s comments:**

The Appeals Committee’s decision to me was correct, except for the 3rd part. The deposit should have been kept. Bridge is a game of Laws—that is why we have a comprehensive Law book and there are procedures to change these Laws. Deliberately breaking them is not one of the procedures. What South did could be deemed utterly unethical and in the ACBL he would most likely appear before a conduct and ethics committee and I would hope be suspended.

**Frances Hinden's comments:**

NS are entitled to disagree with the regulations, but they are not allowed to play methods that are not in accordance with them. I agree with the AC's finding of fact, though I might have ruled 60/30 or even 60/0 on the board. NS have wasted the time of the TD, the AC chairman, the other members of the AC and the EW pair, the last four of whom received no compensation. As devoted readers of the Orange Book they should be well aware that the correct route to challenge regulations is via correspondence with the L&E Committee, not through playing an illegal method and then calling the TD on themselves.

**Jeffrey Allerton's comments:**

In view of the comments of the South player, I agree with the AC's decision to rule that 1NT was an illegal method. However, they may not have been aware of paragraph 40.3 of the White Book, which says:

“If a pair deliberately used a convention knowing it to be illegal this is considered very serious and disqualification may be considered.”

I would not advocate disqualification, but let's stand back and see what has happened here. N/S called the TD and achieved an artificial score of 40% on the board. Playing Swiss Pairs, 40% may have been enough to achieve their target VP score in this match. Players cannot be allowed to manipulate the rules in this manner. Thus I would have levied a procedural penalty of 40% of a top on N/S so that N/S ended up with 0% from this board and E/W 60%.

**Richard Hills' comments:**

A test case on the legality of an EBU regulation? Actually, not quite.

South may get a warm inner glow on knowing that the EBU changed the wording of a phrase in an EBU regulation from "convention that is not permitted" to "method that is not permitted".

However, strictly speaking, the test case was flawed because the official definition of "convention" in Chapter 1 of the Lawbook is flawed.

The Lawbook's definition of convention states:

"A call that, by partnership agreement, conveys a meaning other than willingness to play in the denomination named (or in the last denomination named), or high-card strength or length (three cards or more) there."

Since all partnership agreements about 1NT opening bids contain some "meaning other than" - even the test case pedant had a partnership agreement that a 1NT opening bid denied an eight-card suit - all 1NT opening bids are technically a convention, since it is impossible to have high-card strength or length (three cards or more) in a non-trump denomination.

A more interesting flawless test case would be if a partnership agreed to:

- (a) never bid notrumps or any other convention, but
- (b) use 5-card minors and 3-card majors. ☺

**EBU Laws & Ethics Committee comments:**

The L&E deprecated the actions of a player who appeared to have deliberately used the appeals process as a means of drawing attention to his criticisms of the regulations. It decided to write to the player to express its displeasure.

**Final summary by editor:**

The method used to test the regulations is illegal and should probably have been dealt with more severely. Only one commentator seems to have had any sympathy for the appellant.

This appeal was taken to the National Authority. Their decision is included below. Note that the commentators had not seen this when they wrote their comments.

### **Appeal to the National Authority:**

The L&E considered an appeal to the National Authority from the 2004 Brighton Summer Congress. The appellant was heard in person.

The appeal concerned the meaning, and the legality, of the regulations in the Orange Book which restrict the distributions on which natural 1NT openings are permitted to the following:-

At Level 2:-

- balanced hands (4-3-3-3, 4-4-3-2 and 5-3-3-2 shapes)
- semi-balanced hands (5-4-2-2 and 6-3-2-2 shapes)

At Levels 3 and 4:-

- balanced or semi-balanced hands (as above)
- 4-4-4-1 hands (with a singleton of any rank)
- 5-4-3-1 hands (with a singleton honour only)

The L&E decided:-

- that the appeal raised a question of principle and that the deposit would therefore be returned;
- that the regulations are not ambiguous: they do prohibit the opening of 1NT by agreement on 5-4-3-1 hands with a low singleton;
- that the regulations are legal because:-
  - the L&E has the right to regulate conventions under Law 40D;
  - the wording of the definition of convention in the Laws, and in particular the use of the words “willingness to play”, provides sufficient latitude that an opening bid of 1NT, made by agreement on a hand which is neither balanced nor semi-balanced, may be judged to fall within the definition of a conventional call; and
  - the L&E has so judged;
- the appeal would therefore be dismissed.

The L&E decided that the implications of this appeal should be placed on the agenda for the next meeting, to allow all L&E members to contribute to the discussion. In particular the following propositions should be discussed:-

- that players entering events submit themselves to the published regulations, and should be expected to comply with them even though there may be doubt as to their legality;
- that players seeking to challenge regulations should do so by approaching the L&E via correspondence, rather than via the appeals process; and
- that the L&E should encourage such approaches in cases of difficulty.

## APPEAL No 4: If at first you don't succeed, double again!

**Tournament Director:**

Mary Hart

**Appeals Committee:**

Heather Dhondy (Chairman) Nigel Freake Keith Bennett

Swiss Pairs Board no 12 Dealer West N/S Vulnerable	♠ K85 ♥ KQJ42 ♦ 862 ♣ 65	
♠ A ♥ ♦ KQT743 ♣ KJ9732	<i>N</i>  <i>W</i> <i>E</i>  <i>S</i>	♠ 7432 ♥ T9653 ♦ J9 ♣ Q4
	♠ QJT96 ♥ A87 ♦ A5 ♣ AT8	

**Basic systems:**

North-South play Modified Precision, Multi 2♦,  
East-West play Strong Club, Strong NT, Canapé bids

<i>WEST</i>	<i>NORTH</i>	<i>EAST</i>	<i>SOUTH</i>
2NT!	P	3♣!	3♠ (1)
5♣	P	P	Dbl
P	4♠	P	P
5♣	P	P	Dbl
P	P	P	

(1) South asked, pointing to the 2NT bid, whether it was weak and was told yes.

**Result at table:**

5♣ doubled making by East, NS -550, lead ♥x

**Director first called:**

At 4♠ bid

**Director's statement of facts:**

Having given East the option she choose to accept the 4♠. Bidding continued. I was next called after the opening lead by North who said that he thought the 2NT was not weak and he thought they had been misinformed. Both convention cards stated that 2NT was 8-12 and 5-5 meaning both minors rule of 1-2-3. East commented that had she been asked the appropriate question she would have given more information and they both agreed the 2NT hand was weak.

**Director's ruling:**

Score assigned for both sides:

5♣ making by East, NS -400

**Details of ruling:**

Having looked at the hand I decided that N/S had been given misinformation. Laws 75, 21B3.

**Appeal lodged by:**

East-West

**Director's comments:**

TD did not think this was a weak 2NT bid.

**Director in charge of section's comments:**

South's action of doubling 5♣ (twice) could be regarded as wild and gambling, in which case a split score (N/S 5♣ doubled making, E/W 5♣ making) may be appropriate.

**Comments by North-South:**

Irrespective of South's questions East is responsible for giving an accurate description of their methods and did not. On this information South is entitled to believe that West does not have a three loser hand and therefore will always double 5♣. If South is given accurate information then NS would be in 5♠.

**Comments by East-West:**

I could not have known that partner had a stronger hand than our system envisaged. Nor would I when asked have thought of the bid as other than 8-12 points 5/5. The fact that partner had chosen to overbid was not known to me.

**Appeals Committee decision:**

Table score re-instated

Deposit returned

**Appeals Committee's comments:**

We don't have much sympathy for South, who could have protected herself by looking at the card or asking for clarification of the question and probably would have doubled anyway (but did not attend the appeal for us to ask).

**David Stevenson's comments:**

South certainly deserves no sympathy. When you double 5♣, partner does not stand it, and West bids 5♣ again, it is wild, gambling and irretrievably stupid to double again! But the AC do not seem to have considered whether there was misinformation and whether it could cause damage: if they thought so only E/W should get 5♣ undoubled: N/S deserve their table score.

**Adam Wildavsky's comments:**

Good decision by the AC. No infraction was committed, so there can be no adjustment. In any case, as the AC noted South would always double 5♣, no matter what explanation he was given.

**Barry Rigal's comments:**

The AC were more charitable to N/S than they deserved. Had the ruling gone the other way (on the grounds of no damage) then I would have expected a withheld deposit. When you double a game with the ace of trumps and two aces in short suits, and it makes, you don't get redress - especially when West has clearly taken a view to treat a hand outside the range as weak - for actually quite sensible strategic reasons.

**Bob Schwartz's comments:**

I am a bit confused by the write up. If the EW agreement was that a 2NT opening was 55 (or better) in the minors (8-12 HCP) using the rule of down 500, and that West chose to violate that agreement, then I see no problem and the table result would stand. I fail to see how South's double a second time could ever be considered as wild and gambling with both minor suit aces, the ♥ ace and partner showing some values. I would be very surprised if anyone played 5♣ undoubled in the field. I'm surprised the table director removed the double.

**Eric Landau's comments:**

The committee was right to overturn the director's ruling. Whether or not there was MI as to E-W's agreement about West's 2NT bid would have mattered had the auction ended after 5♣X was reached for the first time. But West got doubled in 5♣ once, and yet bid 5♣, expecting to get doubled, for the second time. South should have realized that West did not hold the hand South expected, whether or not West's holding was in conformity with the actual E-W agreement. Had the director allowed the table result to stand and N-S had lodged the appeal, the committee might well have kept the deposit.

**Frances Hinden's comments:**

I agree with the AC decision. The TD has ruled that EW were playing 2NT as stronger than as written on the card, but West's actions at the table (volunteering 5♣ twice after having supposedly defined his hand even when 4♣ was available to show extra length) suggest he knew he had an atypical 2NT opening. It would be possible to rule that EW had an implicit agreement that the 2NT opening could be stronger if West bid again, but knowing that would not give South any information she did not already have from the auction.

**Jeffrey Allerton's comments:**

Judging from the statement of facts and the E/W comments there is no evidence to suggest a misexplanation of the 2NT bid. East's decision to accept the insufficient 4 ♠ bid suggests that she was not expecting a 6/6 opposite, so there is no evidence of even an implicit agreement. Hence the table result should stand.

**Richard Hills' comments:**

If an incorrect explanation has been verbally given to an opponent, why is there an obligation for the opponent to ask, "Are you sure?", or to double-check the convention card???

South's double may have been wild or gambling at real bridge (imps), but at the unreal bridge of matchpointed Swiss Pairs it is imperative that overbidders are doubled for one off. There is a much complained about tendency in America for appeals committees to "blame the victim" whenever a non-offending side makes a slightly inferior decision. It is disappointing that this tendency has now sailed across the Atlantic.

Even if, as a Devil's Advocate, one assumes that South's second double was wild or gambling, the appeals committee should have split the score - NS -550 and EW +400 - because the MI from EW increased the chance that South would make a so-called wild or gambling double.

EBU White Book (TD Guide) clause 12.1.3 (Split Scores) part (b):

So he decides to try a gambling double: if he gets a good score, that is fine: if not, then he will presumably get an adjustment anyway.

This is known as the "double shot", permitted in many sports, but not acceptable in bridge. The player's final score is considered to be caused by the 'wild or gambling action' subsequent to the opponent's infraction so is not adjusted. However, the score for the offending side is adjusted in the normal way.

**Final summary by editor:**

There is little support for the idea of adjusting the score. Some thought was given for an adjustment for E/W only.

## APPEAL No 5: Does 'eight' start with a 'T'?

**Tournament Director:**

Ted Hill

**Appeals Committee:**

Jeff Smith (Chairman)   Andrew Thompson   Richard Bowdery

Swiss Pairs Board no 23 Dealer South All Vulnerable	♠ J6 ♥ ♦ J53 ♣ 9										
♠ ♥ ♦ ♣	<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"></td> <td style="width: 33%; text-align: center;"><i>N</i></td> <td style="width: 33%;"></td> </tr> <tr> <td style="text-align: center;"><i>W</i></td> <td style="width: 33%;"></td> <td style="text-align: center;"><i>E</i></td> </tr> <tr> <td style="width: 33%;"></td> <td style="width: 33%; text-align: center;"><i>S</i></td> <td style="width: 33%;"></td> </tr> </table>		<i>N</i>		<i>W</i>		<i>E</i>		<i>S</i>		♠ T9 ♥ ♦ 96 ♣ Q6
	<i>N</i>										
<i>W</i>		<i>E</i>									
	<i>S</i>										
	♠ 7 ♥ ♦ AQ7 ♣ A8										

**Contract:**

3NT by North

**Result at table:**

Nine tricks made

**Director first called:**

At trick 8

**Director's statement of facts:**

At this six card ending declarer, North, was on lead. He led the ♣9, E played the 6, Declarer said "t..." then called for the eight. East says he said "Top" and then changed his mind. The recollections of what was actually said did not square but all players agreed that the location of the ♣Q was known to all four players.

**Director's ruling:**

♣8 played.

**Details of ruling:**

TD ruled that "t..." was not a completed designation and therefore no card had been called for until declarer called for the ♣8. Therefore Law 46B1 does not apply. Laws 46B1, 85B

**Appeal lodged by:**

East-West

**Director's comments:**

It would be irrational for N to play the ♣A when ♣Q had not appeared from its known location. Because the facts were not completely determined TD made a ruling that allowed play to continue.

**Comments by East-West:**

As far as E/W are concerned, Declarer clearly said TOP and there was sufficient delay before him saying sorry for me (East) to think it a strange thing to do.

**Appeals Committee decision:**

Director's ruling upheld

Deposit returned

**Appeals Committee's comments:**

We don't have sufficient certainty in the information supplied to prove that 'T' was a designated play, so we have to allow declarer the benefit of the doubt here.

It would have been helpful if the East-West pair had turned up at the appeal. They had been fully briefed as to where and when it was taking place.

**Note by editor:**

There was a misunderstanding between the TD and E/W. It was not E/W's fault they did not attend.

**David Stevenson's comments:**

While no-one seems very sure what happened the TD made a finding of fact, namely that declarer did not say "Top". It is unusual for an AC to over-rule a TD on a finding of fact and they generally only do so when they are very sure.

**Adam Wildavsky's comments:**

I agree with the decisions on the facts as given. It is poor form, though, to hold an appeal when the appellants have no chance to appear. In a sense EW have not yet had their appeal.

**Barry Rigal's comments:**

In situations like this where the director is far closer to the action and has established the facts the AC need a very good reason to overrule. No such reason was presented here. I agree that it would have been nice for E/W to be present and even better if the case had been postponed but that is an administrative matter for the EBU.

**Bob Schwartz's comments:**

Oh well—maybe I should recuse myself. I was a member (albeit a dissenting one) in the infamous Oh S\*\*T case. This one is crystal clear however. Unless there can be a definite conclusion that declarer said Top and then there was a pause, declarer must be given the benefit of the doubt and the 8 is played. I don't see any comment though as to what dummy said happened, or any comments by declarer in the comment section. Since this was a matter of Law I might have kept the money—but since there was a missed communication in notifying EW—I'll abide by the decision.

**Note by editor:**

The case referred to is an ACBL one where a good player called for the wrong card from dummy, realised what she had done, and said “Oh s\*\*t!” but did not otherwise try to change the card at the time. The case seemed to get more complicated as time went on!

**Eric Landau's comments:**

This is a pure finding of fact. Either North said "t..." (in which case no card was designated) or he said "top" (in which case the ♣A was designated). Either the committee disagreed with the director on the facts of what was said or they didn't; if they are uncertain (as they were), they should let the director's determination stand (as they did). The director's opinion that it would have been irrational to play the ace might affect his determination as to what North actually said, but is otherwise irrelevant to the ruling once that determination is made.

**Jeffrey Allerton's comments:**

It is always difficult when there are disputed facts. The AC should try to obtain as much detail as possible from the TD as to what was said to him when he was called. Often players' recollections of what happened and when will be more accurate at that time than when an appeal takes place, typically several hours later.

**Richard Hills' comments:**

The relevant words of Law 46B1 state:

.....the following restrictions apply (except when declarer's different intention is incontrovertible):

If declarer, in playing from dummy, calls "high", or words of like import, he is deemed to have called the highest card: .....

It is a straightforward dispute on facts. One side alleges that the word "top" - a word of like import to "high" - was called by the declarer. The other side alleges that merely the consonant "t" - which is not a word - was called by the declarer.

In my opinion, the appeals committee gave the right ruling for the wrong reason. One does not give one side in a dispute over the facts the "benefit of the doubt", because that means that the other side in a dispute over the facts is not getting the "benefit of the doubt".

The reason that the appeals committee should have upheld the director's ruling is because the appeals committee did not discover any new evidence. The WBF Code of Practice states:

The expectation is that each appeal committee will presume initially that the Director's ruling is correct. The ruling is overturned only on the basis of evidence presented.

**Final summary by editor:**

It was unfortunate that E/W were not present. In answer to a couple of the comments, no-one knew there had been a mistake in communication until after the appeal was held, so the AC just presumed that the pair had decided not to attend.

## APPEAL No 6: Oh look: both my minors are spades!

**Tournament Director:**

Ted Hill

**Appeals Committee:**

Frances Hinden (Chairman) Alan Kay Jeff Smith

Swiss Pairs Board no 25 Dealer North E/W Vulnerable	♠ T7 ♥ KT84 ♦ AQ32 ♣ AK6										
♠ KQJ8 ♥ Q7 ♦ KJ954 ♣ 53	<table style="margin: auto; border: none;"> <tr><td></td><td style="text-align: center;"><i>N</i></td><td></td></tr> <tr><td style="text-align: center;"><i>W</i></td><td></td><td style="text-align: center;"><i>E</i></td></tr> <tr><td></td><td style="text-align: center;"><i>S</i></td><td></td></tr> </table>		<i>N</i>		<i>W</i>		<i>E</i>		<i>S</i>		♠ A965432 ♥ A62 ♦ ♣ J84
	<i>N</i>										
<i>W</i>		<i>E</i>									
	<i>S</i>										
	♠ ♥ J953 ♦ T876 ♣ QT972										

**Basic systems:**

North-South play Acol, weak NT

East-West play Precision Club, CRO (1♥) 2♠ = minors

WEST	NORTH	EAST	SOUTH
	1♥	2♠	P
4♦	P	4♠	P
P	Dbl	P	P
P			

(1) 2♠ was alerted and described as both minors – confirmed on system card

**Result at table:**

4♠ doubled making by East, NS –790

**Director first called:**

At end of hand

**Director's statement of facts:**

TD asked East why he bid 4♠ and he said it was because his partner's answer (legal) to a legal question had caused him to realise he had misbid. TD explained that he may not do that. TD asked him to adopt a mind set in which he was unaware of his misbid and he said 4♦ would have been a splinter. Given that his overcall was weak, and a splinter opposite his void was duplicated values, he would sign off in 4♠ anyway.

**Director's ruling:**

Table result stands

**Details of ruling:**

Passing 4♦ was not a logical alternative and signing off in 4♠ was evident. Law 16A.

**Appeal lodged by:**

North-South

**Basis of appeal:**

Use of unauthorised information

**Comments by North-South:**

East has shown a weak 2♠. He has three first round controls, and an extra trump. He must be worth at least one slam try, ie 4♥ over which West 'signs off' in 5♦.

Is West allowed to pass 4♠? I didn't realise fielding misbids was allowed. As to the supposed duplication, why can't West have KQxx KQx x KQxxx?

**Appeals Committee decision:**

Score assigned for both sides (Law 12C3):

25% of 5♦ doubled -7 by West, NS +2000

+ 75% of 5♠ doubled -1 by East, NS +200

Deposit returned

**Appeals Committee's comments:**

Although passing 4♦ was not a logical alternative we do not see that West has any alternative to bidding 5♦ opposite a slam try with a spade control.

East's 4♠ bid was influenced by the unauthorised information; 4♥ is certainly a logical alternative.

West has no reason to suspect partner does not have the minors other than the table action and so must bid 5♦.

East might decide partner in fact has a lot of diamonds (as he has none) and pass.

**David Stevenson's comments:**

This is a fielded misbid. As such the correct ruling would be Ave+/Ave-. The AC considered the effects of UI, so they should have ruled that the non-offenders got the adjustment as cited, or Ave+/Ave-, whichever is better for them.

**Adam Wildavsky's comments:**

There is no law against fielding misbids. If West has no UI he may do as he pleases. That said, the TD ought to have adjusted the score on the basis that 4H was a logical alternative. Kudos to the AC.

**Barry Rigal's comments:**

Just wait a cotton-picking minute! What did West do wrong here? He passed 4S suspecting his partner had spades - with KQJ8 of spades. So nothing in his hand suggested that; why should he not do that? How can you make him bid on if there is no UI pointing in that direction? As to East's call, facing a 4D splinter - obviously impossible given the opponents' silence and our diamond void, 4S is the normal call with weak trumps and duplicated shortage. If partner has instead diamonds and a forcing hand then again 4S seems reasonable. There is nothing about the East hand suggesting slam is appropriate to me. I'd let 4Sx stand for both sides and put E/W on notice that they now have an agreement re Ghestem being forgotten.

**Bob Schwartz's comments:**

Interesting problem. Point 1—Clearly East is not allowed to be awakened to his misbid by his partner's answer to a legitimate question. Point 2—I would love to see in writing that 4♦ would be interpreted as a splinter—given East's void. I would take it as some kind of lead director or a flower bid showing ♦ in support of ♠ or a large number of ♦. This should evoke a 4♥ cuebid by East in any case except 4♦ as preemptive in ♦ which given the vulnerability seems unlikely. What would then follow I'm not sure but I could envision both 5♦ and 5♠ as final contracts. Why did the table Director buy the splinter explanation? Anyway, East would have earned a procedural penalty in the ACBL for blatantly taking advantage of the explanation.

**Eric Landau's comments:**

Whatever West's 4D would have been opposite a weak, natural 2S overcall, it would surely have shown spade support. East would never pass. Whether he might have bid 4H instead of 4S absent the UI would not have affected the outcome; West would be obligated to continue to 5D in either case. I reject the committee's view that East might consider passing 5DX; he would not even pass 5D undoubled. East will always bid 5S, and West will have heard enough to know that there has been a misunderstanding and pass. The result should have been adjusted to 5SX -1 for both sides.

**Frances Hinden's comments:**

The AC forgot the regulations on "fielded misbid" and, if we decided it was a "red" fielded misbid, should have awarded the worse (for the offending side) of 60/40 and the weighted assigned score.

**Jeffrey Allerton's comments:**

It can often be difficult to invent hypothetical auctions, but why did the AC only award percentages to 5♦x and 5♠x? Surely some of the time East would redouble 5♦ to show the first round control leading to 5♦xx.

In another scenario, North might not double 5♦, in which case when East bid 5♠, this would be interpreted as a grand slam try by West who would bid 6♦ (or 7♦). I suppose that now North would double, which would allow East to play in 6♠x (or 7♠x).

At the table, West had "fielded a misbid" (a concept used in England but not many other countries) by passing 4♠ so the AC ruling should have been the worse of their weighted assigned score and average minus for E/W, the better of the weighted assigned score and average plus for N/S.

**Richard Hills' comments:**

A frequent theme in past EBU casebooks has been a false routine assumption by some players that it is easy and legal to choose a call (such as 4S in this case) which you would normally choose to call.

Not so. The current interpretation of Law 73C is that UI sometimes constrains one to choose a logical alternative that one would not normally call.

And, even if pard's slam try of a 4D splinter might suggest a smidgeon of duplication opposite a void, a below-game cuebid of 4H seems to be a logical alternative. WBF Code of Practice definition:

A 'logical alternative' is a different action that, amongst the class of players in question and using the methods of the partnership, would be given serious consideration by a significant proportion of such players, of whom it is reasonable to think some might adopt it.

**EBU Laws & Ethics Committee comments:**

This is a fielded misbid, which is normally scored as average plus / average minus. The correct adjustment is that cited by the Appeals Committee, or A+/A-, whichever is more beneficial to the non-offenders.

**Final summary by editor:**

The concept of fielded misbid was considered many years ago by the EBU Laws & Ethics Committee. It was decided that where a player made a call that allowed for partner having made the wrong call in their system and partner had made such a wrong call that this was a breach of Laws 40A and 40B.

If the call was such that it seemed as though such a breach had occurred, without necessarily deciding that that was the intent of the player, then the misbid was “fielded”, the board was cancelled, and Ave+/Ave- given. Of course, as seen in some of the comments here, Ave+/Ave- was not given when the non-offending side would get a better score otherwise.

Since the EBU has made this decision a TD or AC in an EBU event does not need to consider the legalities. These have been considered for him. The same applies in an event run by an organization that follows EBU principles, such as the WBU or an EBU County.

Other jurisdictions have different views on whether this approach is valid. One commentator said that ‘There is no law against fielding misbids’: the question is whether such action is legal under Laws 40A and 40B.

## APPEAL No 7: I've only got three points ...

**Tournament Director:**

Martin Lee

**Appeals Committee:**

Tim Rees (Chairman) Jeffrey Allerton Ted Reveley

Swiss Pairs Board no 25 Dealer North E/W Vulnerable	♠ T7 ♥ KT84 ♦ AQ32 ♣ AK6	
♠ KQJ8 ♥ Q7 ♦ KJ954 ♣ 53	<i>N</i>  <i>W</i> <i>E</i>  <i>S</i>	♠ A965432 ♥ A62 ♦ ♣ J84
	♠ ♥ J953 ♦ T876 ♣ QT972	

**Basic systems:**

North-South play Acol, Weak NT

East-West play Strong Club '12.5-15' NT

<i>WEST</i>	<i>NORTH</i>	<i>EAST</i>	<i>SOUTH</i>
	1♦	1♠	3♦
4♠	... Dbl (1)	P	5♦
P	P	Dbl	P
P	P		

(1) Agreed hesitation/break in tempo over the requisite 10 seconds

**Result at table:**

5♦ doubled -2 by North, NS -300, lead ♥A

**Director first called:**

At end of auction, before lead

**Director's statement of facts:**

The bidding sequence was not disputed, nor the break in tempo by North at (1). TD was called back on the basis that 4♠ doubled makes and they felt that there was a logical alternative to the 5♦ bid. TD asked South why he bid 5♦. He said that "he did not have his 3♦ bid" and thus, because he was weak, "there was no choice but to bid 5♦ over partner's double of 4♠", irrespective of the hesitation.

**Director's ruling:**

Score assigned for both sides:

4♠ doubled making by East, NS -790

**Details of ruling:**

Unauthorised information. Law 16A2

**Appeal lodged by:**

North-South

**Basis of appeal:**

Disagree with ruling

**Appeals Committee decision:**

Director's ruling upheld

Deposit returned

**Appeals Committee's comments:**

There was an agreed hesitation before the double of 4♠. The double was penalties by agreement. Although South did not have the hand he had represented 4♠ doubled could easily be going off if partner has trump tricks. Also, South only has four diamonds so diamond tricks could be standing up.

**David Stevenson's comments:**

Very strange that the deposit was returned.

**Adam Wildavsky's comments:**

What did 3D show? The write-up ought to mention it. In any case, I see no merit in this appeal.

**Barry Rigal's comments:**

Anyone on this committee who voted for returning the deposit should be excluded from the AC process until he has written out 100 times "I will not return deposits for frivolous appeals but will instead impose procedural penalties for grossly taking advantage of UI from partner's tempo".

**Bob Schwartz's comments:**

My 1st question being not too familiar with Acol would be how many ♦ did the 1♦ opening show? It really is an irrelevant question however, because South's pull is absurd. Under what conditions do you keep the deposit in Europe? If it is the same as we used to do here—no way do they get the money back. I've been told NEVER to use the word frivolous when I do write-ups on cases in the colonies—but I will here unless you instruct me not to. FRIVOLOUS!!!!

**Frances Hinden's comments:**

We aren't told whether 3♦ was systemically pre-emptive or a limit bid. If it was pre-emptive, I would have kept the deposit. If it was a limit raise, I might allow the 5♦ bid as I'm coming round to the belief that over 70% of players who would make a limit raise on that hand would also pull an in-tempo double of 4♠. However, I have no quarrel with the AC's decision.

**Jeffrey Allerton's comments:**

South had given himself a difficult bidding problem here. His 3♦ bid was a limit raise by agreement and thus he had shown approximately 8 HCP more (implying a lot more defence) than he actually had. Although the AC felt that a significant proportion of South's peers would pull the double to 5♦ without the UI, it was not obvious to them quite how high that significant proportion might be, given the unusual nature of the bidding problem; hence their decision to return the deposit.

**Richard Hills' comments:**

Why was the deposit returned?

**Final summary by editor:**

There seems a general feeling that N/S were very lucky to have their deposit returned.

## APPEAL No 8: What are his red suits?

**Tournament Director:**

Sarah Oliver

**Appeals Committee:**

Frances Hinden (Chairman) Steve Green Malcolm Harris

Swiss Pairs Board no 7 Dealer South All Vulnerable	♠ 3 ♥ KJT2 ♦ AQT743 ♣ J2										
♠ 97 ♥ A98643 ♦ 865 ♣ 94	<table style="margin: auto; border: none;"> <tr><td></td><td style="text-align: center;"><i>N</i></td><td></td></tr> <tr><td style="text-align: center;"><i>W</i></td><td></td><td style="text-align: center;"><i>E</i></td></tr> <tr><td></td><td style="text-align: center;"><i>S</i></td><td></td></tr> </table>		<i>N</i>		<i>W</i>		<i>E</i>		<i>S</i>		♠ KJT642 ♥ 7 ♦ KJ2 ♣ Q53
	<i>N</i>										
<i>W</i>		<i>E</i>									
	<i>S</i>										
	♠ AQ85 ♥ Q5 ♦ 9 ♣ AKT876										

**Basic systems:**

North-South play Strong Club (Schenken)

WEST	NORTH	EAST	SOUTH
			1♦! (1)
P	1♥	2♠	3♣
P	4♦	P	5♣
P	5♦	P	6♣
P	P	P	

(1) Convention card says 4+ cards in suit. At the table, the explanation was “May be short, usually at least three cards.” The explanation was given at end of auction

**Result at table:**

6♣ making by South, NS +1370, lead ♠9

**Director first called:**

At end of hand

**Director's statement of facts:**

TD was called by E/W who felt they had been damaged in the play by a misexplanation of the opening bid.

Trick 1	♠9	3	K	A
Trick 2	♠5	7	♣2	♠2
Trick 3	♣J	3	6	4
Trick 4	♥2	7	Q	A

At this point West switched to a small diamond. He did not consider hearts because he felt on the basis of the information given that it was more likely that his partner had the remaining heart than declarer. When TD asked South why he had bid 1♦ he said it was because he had 4 spades and so didn't want to open 2♣.

**Director's ruling:**

Score assigned for both sides (Law 12C3):

50% of 6♣ making by South, NS +1370  
+ 50% of 6♣ -1 by South, NS -100

**Details of ruling:**

E/W have been misinformed on the basis that N/S's system does not have a bid to describe 4/6 major minor hands in this range. Therefore the next time this shape occurs they would be likely to open 1♦ again. This is not the system on their card.

With the correct explanation West has the choice of a heart or diamond lead, half the time he will lead a heart to defeat the contract.

**Note by editor:**

The form does not say which side appealed, nor whether the deposit was returned.

**Appeals Committee decision:**

Director's ruling upheld

**Appeals Committee's comments:**

After a great deal of debate we think that North/South may open 1♦ on this hand again, so we agree with the TD's decision on system.

We think a heart switch is fairly obvious here (although not switching is not wild, gambling or irrational) so E/W do not get 100% of 6♣ -1.

**David Stevenson's comments:**

Looks a normal ruling to me. I am always suspicious when there is a hand for which there is no system bid in the partnership because in practice the pair usually know what they do with such a hand.

**Adam Wildavsky's comments:**

Good work by the AC, up to a point. It is clear to adjust the score. There is no need to speculate as to West's lead, though. He might have chosen to lead his partner's suit anyway, and at trick five in the position reached at the table West would certainly go right with correct information. I would have assigned a result of 6C-1 to both sides. I see no reason to let NS keep any part of +1370.

**Barry Rigal's comments:**

Once the AC have established MI, I think the non-offenders were slightly harshly treated here. But I can see why the AC did what they did. It was tough for West to work out what was going on, I admit.

**Bob Schwartz's comments:**

Since we do not use Law 12C3 here I can live with that ruling. My main concerns would be: How established are NS as a partnership? Why was the card marked as 4+? I totally agree that playing Schenken a 1♦ opener could be very short, therefore the explanation was incorrect.

**Eric Landau's comments:**

Non-offenders do not lose redress for failing to take a "fairly obvious" action, they must take an action which is "wild, irrational or gambling", which, by the committee's own finding, they did not. The heart switch may have been fairly obvious, but if it would have been even more obvious with correct information -- which it would have -- E-W should be presumptively allowed to find it. The result should have been adjusted to 6C-1 for both sides.

**Frances Hinden's comments:**

If I remember correctly, both sides wished to appeal the original ruling. I'm not sure who provided the deposit, but it was certainly returned.

**Jeffrey Allerton's comments:**

How long had N/S been playing this system together? Unless they were a new partnership, it is hard to believe that South had not been dealt 4-6 in the black suits before in which case an implicit agreement probably did exist. Note also North's decision to pass 6♣. How can that be right if the 1♦ opener showed at least 3 when a natural 2♣ opener was available? Therefore, I agree with the TD and AC in ruling misinformation.

It is harder to assess the extent to which West was damaged by the MI. Given his actual defence, it is not clear to me what we would have done given correct information and thus I consider the TD/AC 50/50 weighting to be entirely reasonable.

**Richard Hills' comments:**

It is not necessarily true that, "E/W have been misinformed on the basis that N/S's system does not have a bid to describe 4/6 major minor hands in this range." The classical version Schenken has \*two\* bids available to describe the hand. South has a choice of either opening 2C, or opening 1S. Unlike the similar Precision system which uses 5-card majors, the classical Schenken system allows opening bids on strong 4-card majors even when holding a longer club suit.

It is, however, apparently true that South was unaware that the classical Schenken system permitted a 1S opening bid. The question is whether, at the time, North had an implicit partnership agreement with South that they were not playing classical Schenken.

Did South misbid 1D or was South's short 1D a North-South partnership agreement?

The convention card suggests that North did not believe that South might open 1D with less than four cards in diamonds.

Both the TD and AC erred by stating that North-South had an implicit partnership agreement because South might bid a similar 1D in the future. It is South's past actions, not South's future actions, which determine whether or not North-South had an implicit partnership agreement \*at the time\* South chose to call 1D.

Of course, \*after\* this deal, \*either\* South has to open 1S or 2C on a similar future hand, \*or\* North-South have to amend their convention card by writing that their 1D opening bids possibly promise as few as a singleton diamond.

**Final summary by editor:**

The big question seems to be to what extent there was some sort of understanding of what this pair bids on the type of hand they had.

Frances as AC Chairman cannot remember who appealed but certainly gives the impression that one side or the other would surely have appealed. This is not necessarily the case. It is certainly proper for both sides to appeal, and two deposits are taken. It is open to an AC to attach less weight to comments made by a side that has so little faith in their views that they do not risk a deposit.

## APPEAL No 9: “My partner thinks of many things”

**Tournament Director:**

Mike Amos

**Appeals Committee:**

Frances Hinden (Chairman) Eddie Lucioni Jon Williams

MP Pairs Board no 7 Dealer South All Vulnerable	♠ Q53 ♥ AQ2 ♦ AKJ72 ♣ 65										
♠ K976 ♥ KJ943 ♦ 54 ♣ A7	<table style="margin: auto; border: none;"> <tr><td></td><td style="text-align: center;"><i>N</i></td><td></td></tr> <tr><td style="text-align: center;"><i>W</i></td><td></td><td style="text-align: center;"><i>E</i></td></tr> <tr><td></td><td style="text-align: center;"><i>S</i></td><td></td></tr> </table>		<i>N</i>		<i>W</i>		<i>E</i>		<i>S</i>		♠ AJ2 ♥ T865 ♦ 86 ♣ J843
	<i>N</i>										
<i>W</i>		<i>E</i>									
	<i>S</i>										
	♠ T84 ♥ 7 ♦ QT93 ♣ KQT92										

**Basic systems:**

North-South play Strong NT, 5 card majors

East-West play Acol

WEST	NORTH	EAST	SOUTH
			P
1♥	1NT (1)	2♥	... P
P	3♦	P	P
P			

(1) 15-17

**Result at table:**

3♦ +1 by North, NS +130, lead ♥x

**Director first called:**

After North bid 3♦

**Director's statement of facts:**

E/W called the TD after North's 3♦ bid, claiming that South had hesitated for some time before passing over 2♥. North agreed. TD was recalled at the end of the hand. E/W argued that it was not normal to bid 3♦ after overcalling 1NT. TD asked North why he bid 3♦. He said that E/W had a heart fit. He wanted to push them to 3♥. They'd stopped in 2♥. East was obviously weak,

**Director's ruling:**

Score assigned for both sides:

2♥ making by West, NS -110

**Details of ruling:**

While North had bridge reasons for his call, his action would not be chosen by the majority – it is not a 70% action. Pass is a logical alternative. Laws 16A2, 12C2.

**Appeal lodged by:**

North-South

**Director's comments:**

When TD gave the ruling North said that South was an inexperienced tournament player: she thought about many things. This does not change North's obligations in this matter.

**Appeals Committee decision:**

Director's ruling upheld

Deposit forfeited

**Appeals Committee's comments:**

Only discussion was over whether we should keep the deposit.

A TD's ruling is not an accusation of unethical behaviour; the Law is quite clear that North cannot bid 3♦ here.

**David Stevenson's comments:**

Quite amazing that an experienced tournament player would risk his deposit and waste everyone's time.

**Adam Wildavsky's comments:**

Good work by the TD and the AC.

**Barry Rigal's comments:**

Everything fine with this; might the AC have considered a procedural penalty on North just to let him know how out of line he was? I think they did the right thing - the temptation to bid with this hand is just enough, in the absence of the UI, to let him get away with the loss of deposit without the PP.

**Bob Schwartz's comments:**

In matchpoints I am sure I would have bid again with the North hand knowing that partner was short in ♥ and ♥ king likely onside. I am not sure I would have bid 3♦. I might double allowing partner to play 2♠ if he so decided but would correct 3♣ to 3♦. This could even allow partner to choose to defend 2♥. Did a BIT suggest a 3♦ call would be more successful than a double?—no. Did a BIT suggest that pass was likely to be unsuccessful--yes? A lot would depend on the quality of the players so not passing is pretty close to 70% , but with the hesitation I would not have bid at the table. Shame on South for not doing something after hesitating—I would double for takeout or bid 2NT for the minors if it was available to me. Congrats on keeping the money.

**Jeffrey Allerton's comments:**

A routine application of Law 16A by the TD. The AC were right to keep the deposit.

**Richard Hills' comments:**

Since North (unlike South) admits to being an experienced tournament player, then North should know about the principle of captaincy in the auction.

Given that North has described values and shape within a narrow range by overcalling 1NT, then South (being best placed to assess the combined partnership values) should be captain of the auction. Therefore, Captain South's decision to defend 2H undoubled should be respected.

Or at least 30% of North's peers should so reason. Ergo, North is required to so reason as well, given the "carefully avoid taking any advantage" requirement of Law 73C. Instead, North wasted the TD's time with an ill-judged call, then wasted the AC's time with an ill-judged appeal. One hopes that the retention of the deposit will focus North's mind on Law 73C when North judges a call in future similar circumstances.

**EBU Laws & Ethics Committee comments:**

This is an example of a deposit being quite correctly forfeited (N was not inexperienced).

**Final summary by editor:**

A complete waste of everyone's time. It is bad enough for an experienced player to bid 3♦: to appeal as well is unacceptable!

## APPEAL No 10: Trump? What trump?

**Tournament Director:**

David Stevenson

**Appeals Committee:**

Frances Hinden (Chairman) Eddie Lucioni Jon Williams

MP Pairs Board no 24 Dealer West Nil Vulnerable	♠ K ♥ A76542 ♦ ♣ KQT986										
♠ 75 ♥ KQ93 ♦ KQT43 ♣ A3	<table style="margin: auto; border: none;"> <tr><td></td><td style="text-align: center;"><i>N</i></td><td></td></tr> <tr><td style="text-align: center;"><i>W</i></td><td></td><td style="text-align: center;"><i>E</i></td></tr> <tr><td></td><td style="text-align: center;"><i>S</i></td><td></td></tr> </table>		<i>N</i>		<i>W</i>		<i>E</i>		<i>S</i>		♠ JT942 ♥ ♦ J876 ♣ 7542
	<i>N</i>										
<i>W</i>		<i>E</i>									
	<i>S</i>										
	♠ AQ863 ♥ JT8 ♦ A952 ♣ J										

**Basic systems:**

North-South play Acol

East-West play Acol + Multi

<i>WEST</i>	<i>NORTH</i>	<i>EAST</i>	<i>SOUTH</i>
1♦	2♣	2♦	2♠
3♦	3♥	P	4♦
Dbl	4♥	P	P
P			

**Play:**

T1: ♦ to ace, ♣ discard

T2: ♥ to 9 and ace

T3: ♣ to jack and ace

T4: ♥K

T5: ♥Q

After five tricks:	♠ K ♥ 765 ♦ -- ♣ KQT9	
♠ 75 ♥ 3 ♦ KQT4 ♣ 3	N W                      E S	♠ JT942 ♥ -- ♦ J ♣ 75
	♠ AQ863 ♥ -- ♦ 952 ♣ --	

**Result at table:**

Nine or ten tricks

**Director first called:**

After claim was made

**Director's statement of facts:**

Declarer claimed while West was considering what to lead. It is not clear exactly what he said but he made no mention of drawing trumps. One defender believed he had said "There are no trumps out, are there?". Declarer told the director he knew there was a trump outstanding but did not know whether it was good or not. He also told the director he did not say "drawing trumps" because he was not on lead at the time.

It was also said by a defender that declarer had indicated that his hand was good.

**Director's ruling:**

One trick to E/W

**Details of ruling:**

There was an outstanding trump: a trick could be lost by normal play (cashing club winners). Was declarer "at all likely at the time of the claim to be unaware of the trump in the opponent's hand"? Yes, in the director's view. Law 70C.

**Appeal lodged by:**

North-South

**Basis of appeal:**

Declarer knew about trump.

**Appeals Committee decision:**

Director's ruling upheld

Deposit returned

**Appeals Committee's comments:**

The TD has clearly made a great effort to ascertain the facts. Nothing new came up at the AC hearing that we could tell, so there seems no reason for us to disagree with the TD's findings.

We felt (possibly wrongly) that if the facts are in dispute the deposit should not be withheld – otherwise this is a very clear ruling.

**David Stevenson's comments:**

I think the AC over-simplifies the approach to deposits. They are required to keep them if the appeal was frivolous. There can easily be cases where an appeal is frivolous if the facts are not agreed, for example, if the appeal will not be upheld whatever the facts are, or if the facts were agreed at the time but the appellants have changed their story.

**Adam Wildavsky's comments:**

What happened at the table? Declarer must make a claim statement. If he has not made one by the time the TD arrives then the TD should require him to make one. On the limited facts available the ruling seems reasonable, but I could also see going the other way. It seems likely that declarer knew that a trump was out, but not whether it was high or low. With the friendly defence, though, he had no need to know - he could afford to play a trump to find out.

**Barry Rigal's comments:**

I've been discussing the question of withheld deposits in exactly parallel positions in the US. The jury is still out there too. I could go either way - I'm inclined to believe that withholding deposit is appropriate, but I do not feel strongly about it. Good ruling - for the right reasons.

**Bob Schwartz's comments:**

Did declarer make a statement when he claimed? One defender said declarer stated "there are no trumps out there, are there?" What do the other 3 players say about that? Without an answer to that question I agree with the decision. This is very similar to case 35 from the New Orleans National in the US, but in that case it was 100% that Laws 70C2 and 70C3 were not met.

**Note by editor:**

Law 70C reads as follows:

*C. There Is an Outstanding Trump*

When a trump remains in one of the opponents' hands, the Director shall award a trick or tricks to the opponents if:

## 1. Failed to Mention Trump

claimer made no statement about that trump, and

## 2. Was Probably Unaware of Trump

it is at all likely that claimer at the time of his claim was unaware that a trump remained in an opponent's hand, and

## 3. Could Lose a Trick to the Trump

a trick could be lost to that trump by any normal play.

➤ For the purposes of Laws 69, 70, and 71, 'normal' includes play that would be careless or inferior, but not irrational, for the class of player involved.

**Jeffrey Allerton's comments:**

A fairly routine ruling by the TD, confirmed by the AC.

I would basically agree with the AC statement, but clarify it to say "if the facts are in dispute such that the ruling would be affected then the deposit should not be withheld."

**Richard Hills' comments:**

An appeal which merely states, "I disagree with the TD's determination of the facts," without providing additional evidence not available to the TD, is indeed without merit, so the deposit could and should have been withheld.

**Final summary by editor:**

There's not much meat in this one, is there? There was some worry about whether there had been a claim statement but "It is not clear exactly what he said but ..." clarifies that there was one. It seems the appellants may have been somewhat lucky to get their deposit returned.

## APPEAL No 11: Another slow double

**Tournament Director:**

Mike Amos

**Appeals Committee:**

Frances Hinden (Chairman) Paul Hackett Eddie Lucioni

MP Pairs Board no 3 Dealer South E/W Vulnerable	♠ A93 ♥ AK2 ♦ 85 ♣ KQ976										
♠ 86 ♥ T3 ♦ Q642 ♣ AT432	<table style="margin: auto; border: none;"> <tr><td></td><td style="text-align: center;"><i>N</i></td><td></td></tr> <tr><td style="text-align: center;"><i>W</i></td><td></td><td style="text-align: center;"><i>E</i></td></tr> <tr><td></td><td style="text-align: center;"><i>S</i></td><td></td></tr> </table>		<i>N</i>		<i>W</i>		<i>E</i>		<i>S</i>		♠ KQT7542 ♥ 96 ♦ AK7 ♣ 5
	<i>N</i>										
<i>W</i>		<i>E</i>									
	<i>S</i>										
	♠ J ♥ QJ8754 ♦ JT93 ♣ J8										

**Basic systems:**

North-South play Strong Club

WEST	NORTH	EAST	SOUTH
			2♥ (1)
P	4♥	4♠	P
P	... Dbl	P	5♥
P	P	P	

(1) 5-10, 6 cards

**Result at table:**

5♥ -2 by South, NS -100, lead ♠x

**Director first called:**

At end of auction

**Director's statement of facts:**

E/W drew attention to a slow double of 4♠. North agreed that there had been some thought before double. Play continued. TD was recalled at end of play. South argued that he bid 5♥ because he was weak – only Qs and Js, no top tricks and if double was strong thought 5♥ might make.

**Director's ruling:**

Score assigned for both sides:

4♠ doubled making by East, NS –790

**Details of ruling:**

Pass of partner's penalty double is almost always a logical alternative. 2♥ promised no defensive values. Laws 16A2 12C2.

**Appeal lodged by:**

North/South

**Appeals Committee decision:**

Director's ruling upheld

Deposit returned

**Appeals Committee's comments:**

The TD clearly got this right; North agreed a pause of 10 seconds which is out of tempo.

We believe that N/S are not an experienced pair otherwise we would have kept the deposit.

**David Stevenson's comments:**

Completely routine.

**Adam Wildavsky's comments:**

Losing their deposit was precisely the experience North-South needed – the AC did them no kindness by denying it to them.

**Barry Rigal's comments:**

No, withholding the deposit will encourage South to think their behavior was acceptable and it emphatically is not. If they know enough to be playing in this event they have to behave like big (ethical) boys too. Take the money and give it to the education fund!

**Bob Schwartz's comments:**

FRIVOLOUS!!!! Keep the money. (Unless NS were exceptionally attractive)

**Jeffrey Allerton's comments:**

A routine application of Law 16A by the TD. The AC were right to state that the deposit would normally be kept though is their inexperience sufficient reason to return the deposit? The EBU White Book 93.4.5 states that "the discretion to return deposits should be based solely on whether the appeal is frivolous and not on other matters" although the Orange Book uses the expression "frivolous for the class of player involved."

**Richard Hills' comments:**

Given that North-South were not an experienced pair, should not the TD have informed them that an experienced Appeals Advisor was available for consultation? If that Appeals Advisor had explained the nuances of Law 73C and Law 16 to the inexperienced North-South pair, their time and the appeals committee's time would not have been wasted.

**Final summary by editor:**

The main interest seems to be in whether it is right to keep a deposit from an inexperienced pair. It is quite common not to, but as the commentators say that may not be right.

I certainly hope and trust that the TD did inform the pair that an Appeals Advisor was available, and hope they spoke to one. However, EBU policy is that information as to whether an Appeals Advisor was seen or what advice he gave is to be kept from the AC. As a result, it does not appear on the form, which is a pity for us.

## APPEAL No 12: Do I know partner has passed?

**Tournament Director:**

June Knott

**Director in charge:**

Max Bavin

**Appeals Committee:**

Tim Rees (Chairman) Bill Gardner Frances Hinden

Swiss Teams Board no 19 Dealer South E/W Vulnerable	♠ KT654 ♥ K ♦ KT873 ♣ A9	
♠ AQJ3 ♥ 85 ♦ Q952 ♣ KJ3	N W                      E S	♠ 97 ♥ QJ32 ♦ A6 ♣ T7652
	♠ 82 ♥ AT9764 ♦ J4 ♣ Q84	

**Basic systems:**

North-South play Acol, Lucas 2s, Multi 2♦

East-West play Reverse Benji, 5 card majors

<i>WEST</i>	<i>NORTH</i>	<i>EAST</i>	<i>SOUTH</i>
		P (1)	2♦!
P (2)	2♥!	P (3)	P
Dbl	P	2NT (4)	P
P	P		

- (1) Out of turn: subsequently cancelled
- (2) Asked TD whether partner's pass was unauthorised information
- (3) Forced
- (4) 8-11 points: not playing Lebensohl

**Result at table:**

2NT -2 by East, NS +200, lead ♥T

**Director first called:**

After East's pass out of turn

**Director's statement of facts:**

TD was called to the table after East has passed out of turn before anyone had called. TD read Law 30 to them and South decided not to accept the call. South opened 2♦ (multi) and West asked the TD whether he had unauthorised information. TD said that the information was authorised as the law book did not refer to Law 16. TD failed to apply Law 16C regarding information from a withdrawn call being unauthorised.

TD was called back at the end of the hand, by which time she had consulted with her colleagues and become aware of her error. It was claimed that West had used the unauthorised information when he had passed 2NT and suggested that he might have bid 3NT without it.

**Director's ruling:**

Table result stands

**Details of ruling:**

TD ruled that although director's error had occurred it had not affected the hand. West has 13 points and his partner has shown 8-11 points with 2NT. He also knows that the heart suit is in an unfavourable position and that what is likely to be the stronger opponent's hand is on the left. Result to stand as Law 82C not relevant. West did state that his hand was nearly good enough for 3NT but he would have passed.

Pass out of turn not accepted, must pass at first opportunity. Law 30.

Director's error not relevant. Law 82C.

West has unauthorised information but no logical alternative. Law 16C.

**Note by editor:**

After further consideration and consultation, the TD went back to her first ruling, namely that the pass out of turn was authorised. Thus the initial appeal was made on a point of Law, namely whether the pass was authorised or not. This appeal was made to the Director in Charge. This first appeal may be appealed further but the Committee may not overturn the Director in Charge on a point of Law but may advise him to change his conclusion.

**First appeal lodged by:**

North-South

**Basis of first appeal:**

That East's pass out of turn was unauthorised.

**Director in charge's decision:**

Pass out of turn is authorised information to partner.

**Director in charge's comments:**

While there is little doubt that the intention of the law-makers is clear, namely that a pass out of turn should be unauthorised, the wording of the Law does not support this. Law 16C refers to a call being withdrawn and another substituted, but no other call was substituted.

**Note by editor:**

In Istanbul the WBF Laws Committee did not disagree that the Law reads this way, but they interpreted Law 16C to include calls out of turn even though another call was not substituted.

**Second appeal lodged by:**

North-South

**Basis of second appeal:**

That East's pass out of turn was unauthorised.  
Thought West should bid 3NT and they would double.

**Comments by East-West:**

West: I asked if info unauthorised, told I was allowed to know the info.

I think in a pushy situation there is a possibility of bidding 3NT.

Personally I wouldn't on our system but the unauthorised information took out the element of choice.

**Appeals Committee decision:**

Director's ruling upheld  
Deposit returned

**Appeals Committee's comments:**

We have ruled on the basis that there was unauthorised information, although we have not decided that this was the case.

We feel that West would not have raised an 8-11 2NT to 3NT, so the table result stands.

Regarding the unauthorised information, we feel that the pass should give unauthorised information, but the Laws do not actually state this. We would like a clarification from the law-makers on this issue.

**David Stevenson's comments:**

The actual decision is no doubt correct that West would not have raised, unauthorised information or not, thus avoiding the need for the real decision as to whether the pass was unauthorised. It is interesting however that everyone agrees they know that the pass should be unauthorised but are not necessarily agreed what the Law actually says.

**Adam Wildavsky's comments:**

I agree that the withdrawn pass ought to be considered UI, and I hope that this will be clarified in the next edition of the Laws. I also agree that the score should not be adjusted even if West had UI, though my grounds are different than the AC's. The UI tells West that his partner does not hold an opening bid. This does not give any additional information beyond the authorized information that East holds 8-11 HCP in a balanced hand.

The AC ought to be more careful. The write-up says, "We feel that West would not have raised an 8-11 2NT to 3NT" but that's not the issue. If they believed that the UI demonstrably suggested Pass over 3NT then the question they needed to answer was whether or not 3NT was a logical alternative, not what West would have bid without UI.

**Barry Rigal's comments:**

No interest and no qualification to express an opinion.

**Bob Schwartz's comments:**

Excellent write up. Difficult case. Wish that South had simplified everything by accepting the Pass out of turn. I would consider East's pass to be unauthorized information. Again, not being that familiar with 12C3 as remedy, could the directors have ruled a certain % of time that 3NT would be bid as opposed to passing 2NT?

**Note by editor:**

No. Law 12C3 does not allow part of an assigned score to be via a disallowed call. So either Pass of 2NT is disallowed completely, or it is allowed.

**Frances Hinden's comments:**

The "UI" part of the ruling was very easy, but the confusion over the Law made it seem very unfair to keep the deposit.

**Jeffrey Allerton's comments:**

The argument about whether or not the information from the cancelled pass was authorised arises from the lack of clarity in the wording of the Law. This matter has now been addressed by the WBF Laws Committee and I trust that the wording in the 2006 Laws will clarify this.

As this was an interesting point of law and the table TD had already changed her mind, I can understand the rationale for appealing to the TD in charge on the point of law. However, I do not see the point of N/S taking this appeal to the AC when it was quite clear that West would not raise to 3NT on that hand whether the cancelled pass constituted UI or not. As far as I am aware, EBU appeals committees do not set precedents; direction in the interpretation of ambiguous points of law is left to the EBU Laws & Ethics Committee and the WBF Laws Committee.

Perhaps the TD in charge could have made it clear to N/S that (a) the result on this hand would not be affected either way and (b) he would refer the point of law to the L & E Committee. If he had done that then I would consider the appeal to be frivolous.

**Richard Hills' comments:**

The English CTD interpretation of "withdrawn call" is a question of philosophy.

The CTD argued that the pass was not withdrawn, because the prescribed penalty for the irregularity was to pass.

I would argue that a pass out of turn (which is not accepted by LHO) is withdrawn, and the subsequent prescribed penalty for the pass out of turn - which is to pass - is a different pass. My philosophy is consistent with the principle stated in the footnote to Law 26:

"A call repeated with a much different meaning shall be deemed a different call."

**EBU Laws & Ethics Committee comments:**

The L&E understand that this matter was discussed at meetings of the WBF Laws Committee at the recent World Teams Olympiad in Istanbul. When the wording of the WBF minute is known the L&E will revisit the matter.

**EBU Laws & Ethics Committee further comments:**

The L&E considered a minute of the WBF Laws Committee which sought to clarify whether information from a withdrawn call is unauthorised for the offending side notwithstanding that no call is substituted for the withdrawn call (as in the case of a call out of rotation which is not accepted). The L&E did not find the wording of the WBFLC minute clear, but noted Mr Bavin's explanation and accepted the WBFLC's conclusion that the information is unauthorised.

**Final summary by editor:**

It seems the wording of the Law could best be described as unhelpful! In fact when you finally cut through the verbiage the actual decision seems obvious, enough that the appeal might have been considered frivolous without Law problems.

## APPEAL No 13: How can we go wrong?

**Tournament Director:**

John Horsley

**Appeals Committee:**

Chris Jagger (Chairman)   Mike Walsh   David Gold

Swiss Teams Board no 24 Dealer West Nil Vulnerable	♠ ♥ K97 ♦ AQ9532 ♣ KJT5										
♠ KQ76542 ♥ AJT6 ♦ 84 ♣	<table style="margin: auto; border: none;"> <tr><td></td><td style="text-align: center;"><i>N</i></td><td></td></tr> <tr><td style="text-align: center;"><i>W</i></td><td></td><td style="text-align: center;"><i>E</i></td></tr> <tr><td></td><td style="text-align: center;"><i>S</i></td><td></td></tr> </table>		<i>N</i>		<i>W</i>		<i>E</i>		<i>S</i>		♠ 93 ♥ 42 ♦ J76 ♣ A97632
	<i>N</i>										
<i>W</i>		<i>E</i>									
	<i>S</i>										
	♠ AJT8 ♥ Q853 ♦ KT ♣ Q84										

**Basic systems:**

North-South play Benjamin Acol, 12-14 NT

East-West play Strong Club, 5 card suits

<i>WEST</i>	<i>NORTH</i>	<i>EAST</i>	<i>SOUTH</i>
1 ♠	2 ♦	2 ♠	2NT! (1)
4 ♣ (2)	5 ♦	P	P
5 ♠	P	P	Dbl
P	P	P	

- (1) West enquired and was told it was a good raise in diamonds. Agreement (as convention card) is 11-12 balanced.
- (2) Not alerted

**Result at table:**

5 ♠ doubled –3 by West, NS +500

**Director first called:**

At end of auction

**Director's statement of facts:**

South had expressed some unease, and West felt from this that there might be misinformation. TD said this was not a proper time for any statement of this from the defenders and the hand was played. TD was called back at the end of the play. The misinformation about the 2NT bid was clarified and West claimed damage. Had he known the agreement re 2NT he would have doubled 5♦ and not bid 5♠.

**Director's ruling:**

Table result stands

**Details of ruling:**

The difference between the two possible meanings for 2NT is such that the South hand might bid 2NT on either agreement.

5♦ will make on anything but a club lead. With West holding clubs a lead of spades through the NT bid is likely.

**Appeal lodged by:**

East-West

**Appeals Committee decision:**

Director's ruling upheld

Deposit forfeited

**Appeals Committee's comments:**

We saw no merit for the appeal and heard a succession of fairly implausible comments from E/W which we did not find convincing.

**David Stevenson's comments:**

The reason for the bad board seems to be that East raised 1♠ to 2♠ with small doubleton, and did not recognise his partner's 4♣ as lead-directing. The appeal seems to have no merit.

**Adam Wildavsky's comments:**

The ruling is fine, but the statement by the TD seems like a non sequitur: "The difference between the two possible meanings for 2NT is such that the South hand might bid 2NT on either agreement." First of all it's not true, since South lacks a third diamond. Second of all it's not relevant. The question is whether EW would have been more likely to get a better result had they been correctly informed as to the actual agreement.

**Barry Rigal's comments:**

The 2S call was what caused the damage here. West was not entitled to anything; his partner's call had made the possibility of the actual layout impossible! If he had sat back after his 4C bid and waited for the club lead he would have got his good result. Maybe his 5S call was based on UI from the non-alert! Sensible AC ruling.

**Bob Schwartz's comments:**

Rather a harsh ruling to say that East would not lead a ♣. What was the 4♣ bid?? If a splinter, then the A♣ lead is obvious. If West held clubs surely a 3♣ bid would be right. That being said—West opens a 10 HCP hand (I would also of course), East makes an aggressive 2♠ call (I would not), West makes a silly 5♠ bid (I assume as a sacrifice) and then says if he knew that South was balanced he would have doubled. I like West's 4♣ bid a lot, everything he (or she) said and bid thereafter negates the good 4♣ call—no way does West double—not now not ever. West should have just said he would pass 5♦ not double it. Was +100 likely to gain a bunch ofimps as opposed to +50 or -550? On this one I might not keep the money (but then again I might).

**Eric Landau's comments:**

I don't find West's claim convincing, but I do not think it is totally without merit. I'd have voted with the committee to uphold the director's ruling, but would have voted to return the deposit.

**Frances Hinden's comments:**

I think the AC were very harsh indeed in keeping the deposit. While the South hand might be suitable for 2NT whatever it means, a natural 2NT bid shows more in spades and less in diamonds than a good raise, which would alert West both that spades may break badly and that partner is less likely to have a singleton diamond. It is not absurd to rule that West would bid 5♠ anyway (partner's doubleton support may have been a surprise), but I don't think the appeal is frivolous.

**Jeffrey Allerton's comments:**

The TD's argument for his ruling is fallacious. Yes, South might have bid 2NT on his actual hand given either agreement but the range of hands that he might hold will vary according to the agreed meaning of the bid. For example, it might be assumed that a high card raise in diamonds will normally have at least one defensive trick against spades whilst a natural 2NT will normally have at least two. This will affect the likelihood of success in bidding on as West.

However, I do agree with the TD ruling for a different reason. As 4♣ was apparently natural then East was highly likely to lead a spade against 5♦x in which case the E/W score would be -550, worse than the table result.

If instead West had claimed he would pass over 5♦ then I might have been tempted to give him a percentage of -400.

**Richard Hills' comments:**

I disagree with the reasoning of the director and the appeals committee.

After West's 4C splinter bid, a club lead by East against 5Dx is a logical alternative, especially if East-West have an agreement to play Lightner Doubles in analogous auctions.

Furthermore, while a limit raise in diamonds and a limit bid of notrumps show similar strength, they do **not** promise similar distributions. On the misinformation given to West, North-South are likely to have a good diamond fit, which somewhat increases the chance that East-West have a good spade fit and 5S is a cheap save (or possibly 5S is cold for 11 tricks, given that East raised to 2S and West is shapely).

However, while the misinformation from North made it more attractive for West to bid 5S, it seems to me that 5S is wild or gambling.

Therefore, if I had been TD, I would have split the score. East-West would keep their score of 5Sx -500, but I would have adjusted the North-South score under Law 12C3 to:

50% of 5Dx =, +550  
+ 50% of 5Dx -1, -100

**Final summary by editor:**

The commentators seem spread between those who think it frivolous to those who would adjust. Perhaps you had to be there: the report refers to "a succession of fairly implausible comments from E/W which we did not find convincing".

## APPEAL No 14: Just a natural bid

**Tournament Director:**

John Horsley

**Appeals Committee:**

Chris Jagger (Chairman)    Other two members unknown

Swiss Teams Board no 5 Dealer North N/S Vulnerable	♠ A6 ♥ AQ65 ♦ T542 ♣ A32										
♠ K ♥ T2 ♦ A8763 ♣ KJT87	<table style="margin: auto; border: none;"> <tr><td></td><td style="text-align: center;"><i>N</i></td><td></td></tr> <tr><td style="text-align: center;"><i>W</i></td><td></td><td style="text-align: center;"><i>E</i></td></tr> <tr><td></td><td style="text-align: center;"><i>S</i></td><td></td></tr> </table>		<i>N</i>		<i>W</i>		<i>E</i>		<i>S</i>		♠ J973 ♥ KJ9843 ♦ K ♣ 65
	<i>N</i>										
<i>W</i>		<i>E</i>									
	<i>S</i>										
	♠ QT8542 ♥ 7 ♦ QJ9 ♣ Q94										

**Basic systems:**

North-South play Strong club

East-West play Strong NT, 5 card majors

<i>WEST</i>	<i>NORTH</i>	<i>EAST</i>	<i>SOUTH</i>
	1NT (1)	2♦! (2)	2♠
P	P	P	

- (1)            14 -16
- (2)            Spades + another (anchor to shorter major)

**Result at table:**

2♠ +1 by South, NS +140

**Director first called:**

After 2♠ bid

**Director's statement of facts:**

TD was called after South's 2♠ bid and met away from the table by West. He stated the auction and that 2♠ had not been alerted, although his partner had shown spades. TD told him to continue the auction treating 2♠ as natural. If 2♠ turns out to be conventional there may be adjustment for misinformation. West returned to the table and asked the nature of 2♠ bid and was told natural. West said "It can't be natural my partner has shown six spades". Actually they were J973. After further questions TD again said the auction must continue. After a long pause by West, 2♠ was passed out. At the end of the match E/W gave notice of appeal citing unauthorised information.

**Director's ruling:**

Table result stands

**Details of ruling:**

With South's 2♠ as a natural bid and described so by her partner there was no cause to adjust.

**Appeal lodged by:**

East-West

**Basis of appeal:**

Unauthorised information from South's failure to ask nature of East's 2♦.

**Director's comments:**

There seems no case for adjustment. North has described the 2♠ bid as natural, which it was. They had been through the E/W system at the start of match and had no need to enquire nature of 2♦ bid.

**Comments by East-West:**

We do not agree with the facts as recorded and in fact I said how do you know 2♠ is NAT since 2♦ might have six spades and then immediately said that it was a joke and it was ASPTRO. To which North said "I knew it was nat because he did not ask."

**Appeals Committee decision:**

Director's ruling upheld

Deposit returned

**Appeals Committee's comments:**

West had got heated and on pestering North she made some comment along the lines (having already said it was natural) "It's natural. I didn't alert it. He didn't ask and it's still natural."

N/S were clear that all bids were natural over artificial intervention, as often it will only have four cards. Unfortunately this could not be backed up by convention card, but then how many people would be able to? We felt it was hard to attribute an artificial meaning to a bid which was intended and meant as natural and was perfectly plausibly natural. Clearly announcements would work well here, and it would be better if South were to ask what the 2♦ meant prior to bidding 2♠. The committee were in some doubt, and could easily see similar positions where the ruling would go the other way. However in this position there is not actually an offending side necessarily.

**David Stevenson's comments:**

The AC do not seem to have understood the nature of the problem, namely was North's bidding affected by the unauthorised information that South had not asked before bidding 2♠?

**Adam Wildavsky's comments:**

I agree that the ruling could easily have gone the other way. That said, I have no quarrel with it. I do find the last sentence jarring, though. I am just hick from a former colony, but surely that's not the Queen's English.

**Barry Rigal's comments:**

West deserved some PP for badgering, inappropriate call of TD, and frivolous appeals. They got away more lightly than they deserved - and should have been warned. Fine ruling though not stern enough on West.

**Bob Schwartz's comments:**

West's behavior is ridiculous. I would be interested in knowing where in the match this hand was played (early or late) and had the defense to 1NT been mentioned earlier. Interested only—keep the money and give West a stern lecture about behavior. North explained what South's bid meant, which corresponded to the actual holding—end of story.

**Frances Hinden's comments:**

The TD didn't seem to understand why EW had asked for a ruling (or at least if he did so, it was not made clear in his ruling).

**Jeffrey Allerton's comments:**

The AC got to grips with the issue rather better than the TD. The AC had to decide how a 2♠ bid from South would have been interpreted by North if South had enquired about 2♦ and been told "spades and another suit" before making his bid.

This sort of sequence is rarely recorded on convention cards and pairs do not generally bring their system files to EBU congresses (but maybe they should be encouraged to do so as the convention card does not provide enough space for regular partnerships even using the smallest readable font size). Hence N/S could not prove their agreement that bidding the opponents' suit was natural and the AC had to rely on verbal representations.

I wonder if the ruling would have been different had E/W been playing a variant of Astro whereby 2♦ guaranteed at least 5 spades. Apparently, this particular N/S pair would still have the same agreement, but now it is considerably less plausible to an outsider that the agreed meaning of a 2♠ bid from South would be "natural".

**Richard Hills' comments:**

Another variation of the Ruritanian Asking Bid? This seems to have been the hypothesis on which East-West based their appeal ->

1. RHO bids 2D, showing short spades and an unknown longer suit (a convention both you and your partner are aware of).
2. You have this ingenious two-way defence to this 2D convention:
  - (a) If you don't ask, and bid 2S, 2S is natural.
  - (b) If you have "temporarily forgotten" the meaning of 2D, so ask, and then bid 2S, 2S is some sort of takeout bid.

In my opinion, there is insufficient evidence to support the possibility that North-South had this two-way defence to the East-West 2D convention.

Furthermore, the appeals committee seemed muddled in its apparent suggestion that a player should always ask the meaning of an alerted call. This is contrary to the WBF interpretation of Law 20F (Explanation of Calls):

"Questions may not be asked just for partner's benefit."

That is, if you already know the answer to a question, it is illegal to ask that question.

**Final summary by editor:**

Some of the commentators (including me) saw the problem as the question of UI from South not asking a question. The rest seemed to think that West was wasting everyone's time.

## APPEAL No 15: Bid the spades, show the hearts

**Tournament Director:**

Jim Proctor

**Appeals Committee:**

Jason Hackett (Chairman) Bill Hirst Richard Bowdery

Swiss Teams Board no 7 Dealer South All Vulnerable	♠ K65 ♥ QT5 ♦ AT63 ♣ QJ8										
♠ 832 ♥ KJ743 ♦ 8 ♣ 6543	<table style="margin: auto; border: none;"> <tr><td></td><td style="text-align: center;"><i>N</i></td><td></td></tr> <tr><td style="text-align: center;"><i>W</i></td><td></td><td style="text-align: center;"><i>E</i></td></tr> <tr><td></td><td style="text-align: center;"><i>S</i></td><td></td></tr> </table>		<i>N</i>		<i>W</i>		<i>E</i>		<i>S</i>		♠ AQT ♥ A92 ♦ KQJ72 ♣ 97
	<i>N</i>										
<i>W</i>		<i>E</i>									
	<i>S</i>										
	♠ J974 ♥ 86 ♦ 954 ♣ AKT2										

WEST	NORTH	EAST	SOUTH
			P
P	1NT (1)	Dbl (2)	P!
P (3)	Rdl!	P	P
2♥	P	2♠ (4)	Dbl
P	P	3♦	P
3♥	Dbl	P	P
P			

- (1) 12-14
- (2) 16+
- (3) Not weak and unbalanced
- (4) Forcing (4 card suit): tolerance for hearts

**Result at table:**

3♥ doubled making by West, NS –730

**Director first called:**

After play of the next board

**Director's statement of facts:**

TD was called to the table by North. He said he had been thinking about this board 7 during board 8 and thought he had been damaged. He had heard South double a natural 2♠ bid for pens. East said his 2♠ showed tolerance for hearts and four spades but he wanted to show where his values lay.

**Director's ruling:**

Table result stands

**Appeal lodged by:**

North-South

**Appeals Committee decision:**

Score assigned for both sides:

3♥ making by West, NS -140

Deposit returned

**Appeals Committee's comments:**

Misinformation by E/W.

We feel that East and West were both aware of East's suitability for a heart contract. We feel that the 2♠ bid by East is alertable. West's decision to bid 3♥ over 3♦ rather than 3♠ confirms that he knew East had hearts. We feel that while North's double was aggressive and risky, there is no way he would have doubled had he known that East was making progressive moves with hearts.

**David Stevenson's comments:**

If 2♠ showed a heart fit why was it not alerted? I think the AC had this one right.

**Adam Wildavsky's comments:**

I prefer the AC's ruling to the TD's.

**Barry Rigal's comments:**

North took a flyer when he doubled 3H and is on his own as far as I am concerned. But I agree that the failure to alert the 2S call means that I reluctantly agree with the adjusted score for E/W and I suppose N/S are entitled to it too - I might do a 12C3 adjustment here though. (Did East think partner had transferred then invent the whole explanation later?)

**Bob Schwartz's comments:**

If East's 2♠ bid was indeed forcing (don't know whether that is alertable or not) then he may well have just been operating which is certainly permissible. His subsequent 3♦ could have been further operational and I would allow the table result to stand. I would like to know what South's pass was?? What is an immediate redouble? How limited is his hand? If South has less than 9 HCP—then North's x is quite possibly egregious as well. I would certainly let N/S keep the -730 and I would give it to E/W as well.

**Frances Hinden's comments:**

I'm a little unclear when the explanation of 2♠ as "forcing with tolerance for hearts" was given: if that is the agreement surely it is alertable! Also, when was North told that West had promised values by passing over the redouble then bidding 2♥? Certainly West's bidding seems to indicate he was aware his partner had some sort of heart fit, but without knowing what explanations were given when, it's difficult to decide if NS were given any MI.

**Jeffrey Allerton's comments:**

This appeal is difficult to review without having all the information available. It is not clear what West said when asked the meaning of East's 2♠ bid. I would want to know why West felt his partner couldn't have a 6133 shape when he bid 2♠. I don't think that West's bidding is particularly suspicious; he passed to suggest playing in 2♠x and only bid 3♥ when his partner removed to 3♦, which was unlikely to be the right contract given East's failure to bid diamonds any earlier in the auction.

**Richard Hills' comments:**

Why did the director rule that table result stands? Is it a director's error to make a ruling neither giving a reason nor quoting what Law they were using?

**Final summary by editor:**

There seems some feeling that North could have done better, but in general a grudging admission that perhaps he should receive redress.

## APPEAL No 16: No, really, I always have nine cards

**Tournament Director:**

June Knott

**Appeals Committee:**

Roy Garthwaite (Chairman) Sandra Penfold John Herbert

Swiss Teams Board no 23 Dealer South All Vulnerable	♠ J754 ♥ J72 ♦ AQJ8 ♣ A7										
♠ Q863 ♥ AQT8 ♦ KT4 ♣ 95	<table style="margin: auto; border: none;"> <tr><td></td><td style="text-align: center;"><i>N</i></td><td></td></tr> <tr><td style="text-align: center;"><i>W</i></td><td></td><td style="text-align: center;"><i>E</i></td></tr> <tr><td></td><td style="text-align: center;"><i>S</i></td><td></td></tr> </table>		<i>N</i>		<i>W</i>		<i>E</i>		<i>S</i>		♠ A92 ♥ 953 ♦ 93 ♣ K8432
	<i>N</i>										
<i>W</i>		<i>E</i>									
	<i>S</i>										
	♠ KT ♥ K64 ♦ 7652 ♣ QJT6										

**Basic systems:**

North-South play Acol, Weak NT, Multi 2♦

East-West play 5-card majors, Strong NT, Multi 2♦

<i>WEST</i>	<i>NORTH</i>	<i>EAST</i>	<i>SOUTH</i>
			P
P	1NT	P	P
2♣! (1)	P	2♦! (2)	P
2♥	P	P	P

(1) 5-4+ majors

(2) Equal length majors

**Result at table:**

2♥ making by West, NS -110, lead ♥2

**Director first called:**

At end of hand

**Director's statement of facts:**

At North's second turn to call he asked what 2♣ meant and was told "5-4+ majors" – he then passed. When North was due to lead he asked more about the auction and was told 2♣ showed 5-4 or better in the majors and 2♦ showed equal length.

Declarer did not offer any further disclosure of system.

Trick one was ♥2, small heart from dummy and South. South said because West was showing 5+ hearts from the bidding partner was marked with a doubleton at best (they lead small from a doubleton trump) so he did not play his King as that left him with a trump higher than dummy's nine. If he had been told that declarer could have only four hearts he would have played his king and hence defeated the contract. TD asked E/W whether they had discussed whether 2♣ could show less than 5-4 and West replied "Its ostensibly 5-4 unless maximum for the bid".

**Director's ruling:**

Score assigned for both sides:

2♥ –1 by West, NS +100

**Details of ruling:**

The failure to give full disclosure of the system had affected N/S's play. Laws 75A, 75C and 12.

**Note by editor:**

The form does not say whether a deposit was taken or returned.

**Appeal lodged by:**

North-South

**Basis of appeal:**

They always have 5-4 and not 4-4 in majors

**Appeals Committee decision:**

Table score re-instated

**Appeals Committee's comments:**

We believe that the E/W's agreement was to bid 2♣ on 5-4 or better.

West made a judgement decision to "deviate" from their agreement.

E/W should clarify their systemic understanding.

**David Stevenson's comments:**

I do not like the AC's last comment at all: the basis of the decision was that they played 2♣ as 5-4 and West decided to deviate. If that is really so why should they clarify anything? I wonder whether they will bid 2♣ on 4-4 again?

**Adam Wildavsky's comments:**

Good work by the AC.

**Barry Rigal's comments:**

I can't tell from the comments what the agreement was. I'm sure N/S are not entitled to anything more than -110 for a nullo defense (give partner HJx for example). But I think the comment suggests the bid can be 4-4 so I'd give the offenders the worst of it too.

**Bob Schwartz's comments:**

I assume the appeal was lodged by E/W and not N/S. If E/W's agreement was indeed 54+ in the majors and West violated it then the result stands. I would have to be extremely skeptical of this without documentation. What do they do when 4-4? I feel declarer should have possibly clarified the agreement prior to the opening lead. I know I would have said something. I'm a skeptic, the directors got it right—the committee blew it.

**Eric Landau's comments:**

The committee accepted E-W's claimed basis for their appeal, finding that "E-W's agreement was to bid 2C on 5-4 or better", despite West's admission that the actual agreement was "ostensibly 5-4 unless maximum". West appears to have "confessed" to his side's infraction, and the committee appears to have chosen to ignore his having done so. They may have had a legitimate reason for doing that, but if so, they should have felt obligated to share it with the rest of us. There is nothing in the writeup to suggest that "West made a judgment decision to 'deviate'" given that West himself stated that his 2C bid was in accord with his partnership's agreement.

**Jeffrey Allerton's comments:**

Was the appeal really lodged by N/S?

After interrogating E/W and scrutinising their convention card and/or system file, the AC had to make a judgement as to what the E/W agreement really was. If West being 4-4 was as much a surprise to East as it was to South, then the table result should be allowed to stand.

**Richard Hills' comments:**

I agree with the appeals committee that an initial unilateral action by **one** player is not a **mutual** partnership agreement.

Compare and contrast with the erroneous reasoning by the TD and AC in Appeal Eight that an initial unilateral action by one player does create a mutual partnership agreement via TARDIS travel (when that one player is deemed likely to do it a second time in the future).

**Final summary by editor:**

It seems unlikely that N/S really did appeal as the form said.

## APPEAL No 17: Everyone leads a spade, don't they?

**Tournament Director:**

David Stevenson

Knockout teams Board no 6 Dealer East E/W vulnerable	♠ AK865 ♥ AJ4 ♦ KJ7 ♣ Q7										
♠ T972 ♥ T762 ♦ AT43 ♣ 9	<table style="margin: auto; border: none;"> <tr><td></td><td style="text-align: center;"><i>N</i></td><td></td></tr> <tr><td style="text-align: center;"><i>W</i></td><td></td><td style="text-align: center;"><i>E</i></td></tr> <tr><td></td><td style="text-align: center;"><i>S</i></td><td></td></tr> </table>		<i>N</i>		<i>W</i>		<i>E</i>		<i>S</i>		♠ 43 ♥ KQ9 ♦ Q5 ♣ AKJ632
	<i>N</i>										
<i>W</i>		<i>E</i>									
	<i>S</i>										
	♠ QJ ♥ 853 ♦ 9862 ♣ T854										

WEST	NORTH	EAST	SOUTH
		1NT (1)	P
P	... P		

(1) Strong 1NT

**Result at table:**

1NT -2 by East, NS +200, lead ♠Q

**Director first called:**

At end of the hand

**Director's statement of facts:**

North's hesitation before passing was agreed. E/W felt that this may have affected South's choice of lead. North pointed out that double would not be for penalties.

**Director's ruling:**

Table result stands

**Details of ruling:**

There was unauthorised information (agreed hesitation) and it did suggest a lead from a shorter suit. Laws 16A, 73F.

However TD ruled that at least seven out of ten of South's peers would have led a spade. TD also ruled this was a close decision in that not everyone would lead a spade.

**Appeal lodged by:**

East-West

**Basis of appeal:**

Spade lead not evident

**Director's comments:**

Consulted with several good players: most led a spade: a majority thought a spade lead was clear. However there were at least one heart lead, one diamond lead and one player who led a spade but thought a heart a close alternative.

**Note by editor:**

The appeal was withdrawn when it was found that it could not affect the result of the match.

**David Stevenson's comments:**

Is the spade lead evident? The TD thought yes, but close! Did a hesitation suggest a spade lead? Probably.

**Barry Rigal's comments:**

Even if you think partner has a good hand, why lead a short suit? No damage, no case.

**Bob Schwartz's comments:**

Hesitation or not North is marked with cards. I doubt I would have led a ♠ with that holding—and I fail to see what message any hesitation could send.

**Eric Landau's comments:**

The director's ruling was correct, and should have been upheld had the committee been required to rule. South's decision to lead a spade was "suggested" by nothing more than the knowledge that North held the overwhelming preponderance of the N-S high cards. South knew this to be the case with 100% certainty based on the auction and his hand. There is nothing here to suggest that he might have considered leading anything else had North passed in tempo.

**Frances Hinden's comments:**

I agree that the table result stands, but not for the reason given by the TD. If North had a long suit or suits presumably he could have shown them, so all he has shown by hesitating is values, which doesn't suggest a lead from a short suit at all. In addition, the UI tells South nothing he doesn't already know from AI: that partner is marked with a lot of high cards, and that he is likely to be fairly balanced because he didn't bid.

**Jeffrey Allerton's comments:**

North could have been thinking about bidding anything. Suppose South had led a heart and North's shape had transpired to be 3532. Would E/W have complained then? Whilst North is most likely to have length in South's shortest suit, that is the case whether North hesitates or not.

In summary, I can't see how the UI suggests leading a particular suit, so I would let South lead whatever he likes.

**Richard Hills' comments:**

On the lead of the eight or nine of diamonds, the contract should also fail by two tricks, since when North wins the king of diamonds a low spade is the logical switch.

**Final summary by editor:**

Not a very interesting hand, but while the commentators agree with the ruling, they do not tend to agree with the TD's logic. Many of them think the UI does not suggest any particular lead.

## APPEAL No 18: How can I avoid a double?

**Tournament Director:**

David Stevenson

Knockout teams Board no 7 Dealer South All vulnerable	♠ KT2 ♥ AJ87 ♦ KQ5 ♣ AJ9	
♠ J ♥ 53 ♦ AJ87 ♣ KQ8654	<i>N</i>  <i>W</i> <i>E</i>  <i>S</i>	♠ AQ93 ♥ KQ2 ♦ T62 ♣ T72
	♠ 87654 ♥ T964 ♦ 943 ♣ 3	

**Basic systems:**

North-South play Acol, Weak NT, 3 weak twos

East-West play Precision Club

<i>WEST</i>	<i>NORTH</i>	<i>EAST</i>	<i>SOUTH</i>
			P
2♣! (1)	2NT	Dbl	3♦
Dbl	P	P	3♠
P	P	Dbl	P
P	P		

(1)            Natural

**Result at table:**

3♠ doubled -3 by South, NS -800, lead ♣K

**Director first called:**

At end of the hand

**Director's statement of facts:**

Since 3♦ was not alerted E/W expected diamond length, and assumed while defending that declarer was 5/5 in diamonds and spades. They feel they might have made two more tricks if they had known what South's hand was.

N/S said they have no agreement over the sequence. They play (2♣) 2NT (P) 3♦ as a transfer and 1NT (Dbl) 2♦ as a major single-suiter. South said she was just looking for a better spot when she bid 3♦.

The play was

T1	♣K to ♣A
T2	♠2 3 4 J
T3	♥5 to ♥Q
T4	♦6 to ♦A
T5	♦7 to ♦K and ♦T
T6	♠K to ♠A
T7-8	♠Q, ♠9
T9-10	♣ to Q, ♣ to J, hearts discarded
T11-13	♦Q, ♥A, ♥ ruffed by declarer

E/W say that at T4 the ace was played because the lead was assumed to be singleton, and then West tried to give East a ruff. At T9 the club was returned because East feared the assumed good diamonds in South's hand so wanted to kill South's entry (last trump) while the diamonds were blocked. North pointed out this was inconsistent with West's double of 3♦.

**Director's ruling:**

Table result stands

**Details of ruling:**

N/S have no agreement about 3♦ so there was no misinformation. Law 40C.

While South's action could be considered a psyche North's actions were normal. Law 40A.

**Appeal lodged by:**

East-West

**Basis of appeal:**

There was an agreement.

**Director's comments:**

The sequence is analogous to 1NT (Dbl) 2♦ if a pair has no agreed running manoeuvre. Players often bid short suits and wriggle to avoid heavy penalties, but opener is not expected to give preference. This is considered general bridge knowledge rather than a disclosable agreement.

**Note by editor:**

The appeal was withdrawn when it was found that it could not affect the result of the match.

**David Stevenson's comments:**

Despite an unusual situation, the actions are normal enough. If North had bid 1NT, been doubled, and South bid 2♦ no-one would have thought it worthy of comment.

**Barry Rigal's comments:**

No agreement, no infraction, no case.

**Bob Schwartz's comments:**

Let's see. N/S missed their 44 ♥ fit to play a possible 52 ♠ fit. South had a blizzard and was fooling around—so what was the problem?? If this appeal was not withdrawn—I'd keep the money.

**Eric Landau's comments:**

The director's ruling was both correct and obvious. E-W did well to withdraw their appeal; one would hope that they would otherwise have come out of the committee room with lighter wallets.

**Frances Hinden's comments:**

The TD's comment is not entirely accurate, as if South wanted to "wriggle" she would either bid 3♣ over the first double, or redouble 3♦. South's actions are consistent with the belief that 3♦ showed a major single-suiter, but I agree with the TD that there is no evidence that NS actually have an agreement about this sequence.

**Jeffrey Allerton's comments:**

I agree with the TD. Not many pairs would have an agreement over this sequence so why shouldn't the TD believe N/S when they say they haven't got one?

In any case, the actual E/W defence does not look sensible to me assuming South is 5/5 in the pointed suits. Therefore, I conclude that E/W have been damaged by their own poor defence, not by any alleged misinformation.

**Richard Hills' comments:**

What was "general bridge knowledge" to North-South was apparently not "general bridge knowledge" to East-West. Furthermore, in my opinion, South was "baby psyching", not wriggling.

It is true that a wriggler would indeed bid 3D, hoping for a 3-5 diamond fit, and intending to observe the ferocity of the opponents' double of 3D before deciding whether or not to wriggle further.

But a real wriggler would then wriggle to 3H, hoping for a 4-4 heart fit. South's choice of 3D then 3S – bypassing 3H – is evidence that South always intended to bid 3S, but was "baby psyching" 3D en route to 3S to create confusion.

Was North aware of South's "baby psyching" style? If North-South did have an implicit agreement about South's baby psyche, it is irrelevant that "North's actions were normal"; their agreement should still be disclosed to their opponents.

WBF Laws Committee minute, 30th September 2000:

"If psyches in a partnership are frequent enough for a player to be aware that his partner might have psyched in a particular position then there is an agreement. It does not matter whether the player uses that agreement. It is then dealt with as any other agreement as far as disclosure is concerned."

**Final summary by editor:**

It does not seem as though there was an agreement. Whether 3♦ was “wriggling” or a “baby psyche” seems only words to me, not affecting the ruling. Either they had a disclosable agreement, or they did not.

## APPEAL No 19: It is obvious!

**Tournament Director:**

David Stevenson

Knockout teams Board no 27 Dealer S Nil vulnerable	♠ A9 ♥ AQ9 ♦ J73 ♣ AQT84	
♠ 7532 ♥ T754 ♦ 65 ♣ KJ9	<i>N</i> <i>W</i> <i>E</i>  <i>S</i>	♠ QJ64 ♥ 32 ♦ QT9 ♣ 6532
	♠ KT8 ♥ KJ86 ♦ AK842 ♣ 7	

**Basic systems:**

North-South play Acol, 14-16 NT

East-West play Acol

<i>WEST</i>	<i>NORTH</i>	<i>EAST</i>	<i>SOUTH</i>
			1♦
P	3♣! (1)	P	3♦
P	4♦	P	5♦ (2)
P	6♦	P	P
P			

- (1) Strong jump shift: 15-ish plus: clubs will not be solid
- (2) Alleged break in tempo

**Result at table:**

6♦ making by South, NS +920, lead ♦6

**Director first called:**

At end of auction

**Director's statement of facts:**

According to East there was a hesitation of about 20 seconds before 5♦.

According to South he bid 5♦ slower than he bid 3♦ the previous round.

North said he did not notice any break in tempo but did not dispute it.

North considered his bid of 6♦ obvious.

N/S play that a cue-bid of a second round control is allowed but only if there is a higher-ranking first round control.

**Director's ruling:**

Score assigned for both sides:

5♦ +1 by South, NS +420

**Details of ruling:**

There was a break in tempo before the 5♦ bid.

North had a logical alternative of pass over 5♦. While 6♦ was reasonable it would not be an unanimous choice. 6♦ was suggested over pass by the break in tempo. Law 16A.

**Appeal lodged by:**

North-South

**Basis of appeal:**

6♦ is obvious

**Note by editor:**

The appeal was withdrawn when it was found that it could not affect the result of the match.

**David Stevenson's comments:**

A straight hesitation case, just involving bridge judgement.

**Barry Rigal's comments:**

My instinct is that 6D is sufficiently obvious that the non-offenders are not entitled to anything better than conceding 6D. In the land of Acol and light openers I would be prepared to let the offenders be saddled with 5D+1 if only to encourage them not to do this sort of thing again!

**Bob Schwartz's comments:**

The 6♦ bid almost deserves a procedural penalty for taking advantage of a BIT. South's 5♦ bid was hopeless and many hands could be contrived where 6♦ has little play.

**Eric Landau's comments:**

The committee would be right to overturn the director's ruling. Unless N-S were playing a system in which South's 1D opening could have been made on considerably less than a normal opening bid, "6D is obvious" says it all.

**Frances Hinden's comments:**

This ruling seems clear cut, and NS were perhaps fortunate that it didn't go to appeal as I expect they would have lost their deposit. With the NS methods as described, North knows that South cannot cuebid over 4♦, so he is in effect saying that it is "obvious" to drive to slam opposite any minimum opening bid with diamonds.

**Jeffrey Allerton's comments:**

Assuming that 5♦ is South's weakest possible call over 4♦, I agree with the TD. South could have the same hand without ♠K when slam is very poor, or even ♠Kxx ♥Kx ♦Q109xxx ♣Kx when 6♦ is not such an obvious contract!

**Richard Hills' comments:**

In my opinion it is "obvious" that if the appeal had not been withdrawn, the appellants would have lost their deposit.

In my opinion, the warmhearted and generous director was rather kind in eschewing a procedural penalty on North for a blatant violation of Law 73C. South did not bid 3H as their second call, and South did not bid 4NT as their third call. Rather, South chose the most discouraging calls possible - 3D and 5D - each time.

So, on authorised information from this auction, it is quite possible that North-South have two certain losers, maybe even the A and K of diamonds. South's bidding is consistent with:

KQJ  
KJ8  
QT9872  
K

How can an expert North possibly believe that his cards constitute a unilateral slam force?

**Final summary by editor:**

Surprisingly two commentators did not find this ruling obvious. Possibly the fact that both are based in North America is relevant – traditionally opening bids tend to be stronger over there.

## APPEAL No 20: I would not have bid 2NT if I had known ....

**Tournament Director:**

David Stevenson

**Appeals Committee:**

Grattan Endicott (Referee)

**Note by editor:**

A Referee is an Appeals Committee of one person

**Consultants:**

Heather Dhondy    Jeremy Dhondy

Round Robin Board no 5 Dealer North N/S vulnerable	♠ AKJ9 ♥ 8 ♦ K84 ♣ AQ862	16 board matches: imps converted to VPs
♠ 3 ♥ Q75 ♦ T7653 ♣ JT53	<i>N</i>  <i>W</i> <i>E</i>  <i>S</i>	♠ Q52 ♥ AJ4 ♦ AQJ ♣ K974
	♠ T8764 ♥ KT9632 ♦ 92 ♣	

**Basic systems:**

North-South play Natural

East-West play Precision Club

<i>WEST</i>	<i>NORTH</i>	<i>EAST</i>	<i>SOUTH</i>
	1♣! (1)	1NT	2♦
P	2♠	P	P
2NT	3♦	P	3♠
P	4♠	P	P
P			

(1) May be 3 cards

**Result at table:**

4♠ +2 by North, NS +680

**Director first called:**

At end of auction

**Director's statement of facts:**

2♦ showed the majors but North forgot to alert. West was offered his final pass back but declined.

TD recalled at end of hand: West said he would not have bid 2NT with correct information. East and West also suggested that North's bidding suggested he had forgotten the meaning of 2♦ rather than he had forgotten to alert.

**Director's ruling:**

Table result stands

**Details of ruling:**

There was misinformation (failure to alert 2♦) but no damage. West is not more likely to pass with correct information than with the knowledge he thought he had. He actually bid holding five cards in an apparently bid suit: if prepared to compete it is more likely he would do so with a diamond suit not shown. Law 40C.

**Appeal lodged by:**

East-West

**Comments by North-South:**

North explained to the Referee that 3♦ was a long suit trial bid. He also mentioned having drawn attention to the fact perhaps he should have alerted before dummy was exposed – whereupon the Director was called.

**Comments by East-West:**

West said that with a correct explanation it becomes more dangerous to re-open the bidding, and he asserted he would not have done so.

**Appeals Committee decision:**

Score assigned for both sides (Law 12C3):

70% of 4♠ +2 by North, NS +680

+ 30% of 2♠ +4 by North, NS +230

Deposit returned

**Appeals Committee's comments:**

There is misinformation. It may have marginally affected West's judgement, but we are not sanguine there is a high probability he would pass.

We think there is much to be said for the view taken by the Director. West's 2NT is adventurous and we are left to judge the extent to which he is liable to be inhibited by a correct explanation. We do not rate the chances of his passing as highly as he does.

**David Stevenson's comments:**

I think the Referee has got this one wrong. Surely the "correct" explanation would not make West more likely to pass.

North's bidding does support E/W's view that he had forgotten the convention.

**Adam Wildavsky's comments:**

North's testimony is literally unbelievable. If 3D was a trial bid then North would have passed South's 3S. It seems likely to me that North forgot this convention and then reflexively made up the story that he had instead forgotten to alert. This is not relevant as far as UI goes -- North had no UI and may bid as he pleases, while South followed his obligations under Law 73C and did not take any advantage. It is relevant for MI, though. West would surely have passed had he known, as he was entitled to, that South showed both majors, and had he also known, as he did in fact know, that North thought his partner held diamonds.

I don't think the split score was appropriate. If the correct information would have made West more likely to balance then the TD's ruling was proper. If, as I assert above, the correct information would have made West less likely to balance then the proper adjustment was to 2S.

**Barry Rigal's comments:**

There are some bizarre features of this auction. North signed off in 2S, made a game try, which was rejected, then bid game anyway.

However there is no damage here; if West knew North had no interest in spades (by virtue of his sign-off) the 2NT bid becomes more not less attractive.

**Bob Schwartz's comments:**

West's comments are self-serving and totally bogus. Assuming 1NT was 15-18 West should not be thinking that NS have a game and his competing in the actual auction belies any attempt to say he would not have done so if given the proper explanation. Table result stands for both sides. Keep the money!

**Frances Hinden's comments:**

This ruling has both MI and potential UI elements. EW suggested that North may have forgotten the meaning of 2♦. Although the bidding does suggest that might be the case, I cannot see that any UI South has from the lack of alert affected the final contract.

I also cannot see the difference between the auction West thought he was bidding in (LHO has clubs & spades, RHO diamonds) and the actual hands (LHO has clubs, RHO has the majors). I don't see why it is more dangerous to bid 2NT with the correct explanation. I appreciate that if West had known that South had the majors while North believed it was diamonds he might not have bid, but West is only entitled to know the NS system, not which bits of it they have temporarily forgotten.

I agree with the TD and would have let the result stand. I don't quite see the link between the Referee's comments, which also imply the result should stand, and his ruling.

**Jeffrey Allerton's comments:**

I agree with the TD's ruling and I think that the TD's comments are spot on. I would let the table result stand and, unless West could produce a decent argument as to why 2NT is more attractive with correct information, I would withhold the deposit.

I even agree with most of the AC's comments, but (particularly given their comments) I struggle to understand the AC's actual ruling.

**Richard Hills' comments:**

I disagree with both the TD and the AC. If I had been the TD and AC, I would have split the score; NS +230 and EW -680.

West's balance was irrational, wild and gambling, so East-West keep their consequential result of pushing North-South into game. But the misinformation by North-South made West's IWoG more attractive, so North-South get their score adjusted to +230.

EBU White Book (TD Guide) clause 12.1.3:

.....The player's final score is considered to be caused by the "wild or gambling action" subsequent to the opponent's infraction so is not adjusted. However, the score for the offending side is adjusted in the normal way.....

**Final summary by editor:**

Most think the Referee got it wrong: some agree with his comments but do not see how his decision follows from them!

## APPEAL No 21: Is it evident?

**Tournament Director:**

David Stevenson

**Appeals Committee:**

Grattan Endicott (Referee)

**Consultant:**

Heather Dhondy

Round Robin Board no 21 Dealer North N/S vulnerable	♠ 3 ♥ K72 ♦ QT64 ♣ KQT43	16 board matches: imps converted to VPs
♠ KJT987 ♥ ♦ K985 ♣ 872	N W                      E S	♠ A65 ♥ A63 ♦ A32 ♣ J965
	♠ Q42 ♥ QJT9854 ♦ J7 ♣ A	

**Basic systems:**

North-South play Natural

East-West play Acol, 1NT = 12-14

<i>WEST</i>	<i>NORTH</i>	<i>EAST</i>	<i>SOUTH</i>
	P	1NT	2♥
3♥! (1)	4♥	... Dbl (2)	P
4♠	P	P	P

(1) Transfer to spades: shows game try or better

(2) Agreed hesitation

**Result at table:**

4♠ making by West, NS -420, lead ♣K

**Director first called:**

At end of hand

**Director's ruling:**

Table result stands

**Details of ruling:**

4♠ is evident. Atimps West would not chance defending with the West hand because of the possibility of a double game swing.

**Appeal lodged by:**

North-South

**Appeals Committee decision:**

Score assigned for both sides:

4♥ doubled -1 by South, NS -200

Deposit returned

**Appeals Committee's comments:**

This resolves itself into a simple question whether "Pass" is a logical alternative to 4♠. We rule that it is and that the 4♠ must therefore be disallowed.

The removal of the double is sufficiently assisted by the unauthorised information not to be allowed.

**David Stevenson's comments:**

Very simple: a straight bridge judgement. The AC felt 4♠ was not evident.

**Adam Wildavsky's comments:**

Excellent decision by the referee. Pass is not illogical -- it would be right quite often. The TD ruling was not well judged. I'd like to see the TD invariably take a poll before ruling that there is no logical alternative to an action.

**Barry Rigal's comments:**

OK you've asked me to be polite. A truly appalling - is that polite enough? - ruling by the TD. I really hope it was not David Stevenson who gave that ruling! (Oh dear - I see it was...) If you want to play 4S facing 1NT how do you get there? You bid 4S. If you want to ask partner his opinion of the contract to play in you bid 3H and when he tells you to defend you... bid 4S of course. Yeah right.

In the case of doubt and a clear hesitation, the TD should rule in favor of the non-offender. Whenever the infraction of tempo break is established and the committee rule in favor of the non-offender, any TD who has made the mistaken initial ruling should be doing some fairly careful soul-searching.

**Bob Schwartz's comments:**

East made a decision to X vulnerable opponents. West has defense and knows that ♥'s are not splitting favorably (probably not a stack however). Why overrule this. I agree that the only time not to bid 4♠ over 4♥ is when both contracts are not making, but this seems like it might be the case. Poor director ruling. (Was that you David?? If so— sorry) If EW were the appellants I'd keep the money.

**Frances Hinden's comments:**

I agree with the AC. East doubled slowly with a hand that was eminently suitable for play in spades and unsuitable for defence against hearts, and West correctly removed it. This seems a straightforward case and I am slightly surprised at the TD's original ruling.

**Jeffrey Allerton's comments:**

I think that passing the double on the West hand is clear as did all four players to whom I gave it this as a bidding problem (without the slowness of the double). Therefore, I conclude that pass is a logical alternative and I agree with the AC.

**Richard Hills' comments:**

A simple judgement decision on whether or not Pass is a logical alternative.

I both agree and disagree with the director's reasoning. If East had passed 4H, then West has no choice but to bid 4S, since then the devastating (at imps) possibility of a double game swing is a significant chance.

But...

Once East doubles for penalty, surely the chance of a double game swing is much reduced? Of course, it is possible that East is an idiot who doubles for penalty merely because it is East's turn. In Canberra, this sort of penalty double is known as the Hills penalty double convention, with the defining characteristic of this convention being that, on a good day (when the doubler holds maximum values) there will be only one overtrick.

But since unauthorised information suggests that East is such a doubler, pursuant to Law 73C West is no longer permitted to assume that their partner is an idiot. Rather, West must assume that East has judiciously penalty doubled 4H when holding heart strength, such as KQJ in the opponents' suit.

**Final summary by editor:**

Well, there you go. The TD was wrong.

## APPEAL No 22: That's strange!

**Tournament Director:**

David Stevenson

**Appeals Committee:**

Grattan Endicott (Referee)

**Consultant:**

Richard Fleet

Round Robin Board no 29 Dealer North All vulnerable	♠ 97642 ♥ 84 ♦ 3 ♣ KT874	16 board matches: imps converted to VPs
♠ KJ85 ♥ K ♦ KQ97 ♣ Q932	<i>N</i>  <i>W</i> <i>E</i>  <i>S</i>	♠ QT3 ♥ AQ762 ♦ JT86 ♣ A
	♠ A ♥ JT953 ♦ A542 ♣ J65	

**Basic systems:**

North-South play Leads: high from odd, low from even

<i>WEST</i>	<i>NORTH</i>	<i>EAST</i>	<i>SOUTH</i>
	P	1♥	P
1♠	P	2♠	P
3NT	P	P	P

**Result at table:**

3NT making by West, NS –600, lead ♣8

**Director first called:**

At end of play: valid claim at trick 5

**Play:**

T1: ♣8 A 5 2

T2: ♠Q A 5 2

T3: ♣J

**Director's statement of facts:**

At this point declarer looked at the convention card and thought for a short time, then played the ♣Q. North won the ♣K, then cashed the ♣T. Any passive return would beat 3NT by two tricks. North believed that South must have the ♣9 otherwise West has no meaningful decision. West said that he was surprised by the play in the club suit so looked at the convention card to find out what leads N/S were playing.

**Director's ruling:**

Score assigned for both sides:

3NT -2 by West, NS +200

**Details of ruling:**

West appears to have had a demonstrable bridge reason for his pause so Law 73F2 does not seem to apply. Nevertheless, Law 73D1 requires players to be careful in tempo sensitive positions and West has failed to take such care. Thus an adjustment is made for breach of Law 73D1 under Law 12A1.

**Appeal lodged by:**

East-West

**Basis of appeal:**

Reasonable to look at convention card at time

**Director's comments:**

Because of the fact that a demonstrable bridge reason apparently exists (that declarer looked at the convention card because the cards played were a surprise) this is believed by the TD to be a very close decision.

**Appeals Committee decision:**

Table score re-instated

Deposit returned

**Appeals Committee's comments:**

This is a situation generated to a considerable extent by the N/S lead methods. In applying Law 73D1 this occasion is one in which North draws any inference at his own risk.

West is unlimited (largely). Because of the unusual lead style West has reason to consult the convention card. His action might be different, for example, if North could hold 1087x (four card suit) originally.

It was agreed at the Committee table (in particular by South) that it would be an extreme view to say that any hesitation dissociated from consulting the convention card occurred.

If he fears a running contract once he releases the lead North is liable to try to cash clubs anyway. It seems highly unlikely that South with J9 remaining would lead ♣9 at trick 3.

**David Stevenson's comments:**

There are two points here. First, is the legal position right? Can there be an adjustment when there is a demonstrable bridge reason?

Second is the judgement of the hand. Subsequent discussion has led me to conclude the TD got it wrong.

**Adam Wildavsky's comments:**

I prefer the referee's decision to the TD's. First of all NS ought to have known that their unusual leads were liable to pose unexpected problems for the opponents. Second North ought to know the exact club layout from South's play. In the NS methods South should unblock the C9 at trick one with J9x, and South would have returned a low club from Jxxx.

I do not understand the relevance of last sentence: "It seems highly unlikely that South with J9 remaining would lead C9 at trick 3. "

**Barry Rigal's comments:**

Excellent decision and very harsh TD ruling. As West worked out, the lead of the CJ demonstrated that N/S were playing unusual methods - and West's action was entirely appropriate. North was trying to pull a fast one and the director nearly let him get away with it. Well done the committee.

**Bob Schwartz's comments:**

West certainly is within his rights to examine the card (I would have done so at trick 1). From what 4 card holding would South return the Jack? North's cashing of the King is hopeless if he assumes South has only 3 of them as he should unless he is playing explicitly for J9x which is unlikely—especially with West's behavior. I'd be more concerned if West did what he did with Qxxx rather than Q9xx.

**Frances Hinden's comments:**

I agree with the referee here. North believed that West has no meaningful decision at trick three, but he does have a choice of plays on the club - if North has led from 3 low clubs (e.g. because he has length in the majors) and has the ♦A, or has led from ♣K8x, then ducking the club is right. NS were playing unusual leads, so it's not at all unexpected that West needed to work out what inferences he had from the cards played to trick one.

**Jeffrey Allerton's comments:**

I was a little surprised by the TD's application of Law 73D1 here. This Law would more commonly be used when a player had paused holding only low cards, or only equals. Players have to think all the time and West has a right to collate the evidence available to him before playing a card. Indeed given the unusual N/S leading style, North should be used to opponents taking a while to digest their methods!

Law 73D1 does end by saying that inferences from an opponent's tempo are drawn at one's own risk. Here North might have done better to draw inferences from his partner's carding in the club suit than relying on West's tempo.

**Richard Hills' comments:**

A matter of philosophy. In this particular case I disagree with the director's philosophy that it is possible for these two statements to **both** be true:

- (a) Law 73F2 not infringed, but
- (b) Law 73D1 infringed

In my opinion, in this particular case, either neither of those two Laws were infringed, or both of those two Laws were infringed.

In my opinion, both of those two Laws were infringed. This is because, in my opinion, the appropriate time for the declarer to examine the opponents' convention card was no later than trick one, so the declarer had no bridge reason for his **delay** in examining the convention card.

However, I agree with the director that it is a close decision whether or not an infraction has occurred.

I disagree with the referee's opinion that, "This is a situation generated to a considerable extent by the N/S lead methods." If one projects that statement to its reductio ad absurdum conclusion, that would mean that players who use unusual methods lack any protection under the provisions of Law 73F2, and can be coffee-housed against with impunity.

Rather, if a pair's unusual methods might disadvantage the opponents, the sponsoring organisation should require pre-Alerting of the methods, **not** deem that the unusual methods intrinsically mean that Law 73F2's criterion of "no demonstrable bridge reason" is now automatically bypassed.

**Final summary by editor:**

The general feeling is that the TD got this wrong.

## FINAL COMMENTS

### **David Stevenson's comments:**

Overall a good all-round performance by the Appeal Committees, somewhat better than the TDs.

### **Adam Wildavsky's comments:**

The EBU AC performances are getting better and better. I found that the AC improved the TD's ruling five times, in cases 2, 4, 6, 15, and 16, while worsening it only once, in case 1. I find the write-ups are getting better as well, including more of the pertinent information and mentioning which laws were applied.

I have no experience with the referee system. I do not see the great advantage in substituting one man's judgement for that of another. That said, in the small sample available here the referee seems to have performed admirably, improving the TD's ruling in every case put before him. That said, we'd do well to remember that we see only a small sample of all rulings made by TDs, since most decisions are not appealed.

### **Eric Landau's comments:**

Accustomed as I am to the vagaries of the appeals process in the ACBL, I continue to be impressed by both the knowledge of the laws and the quality of the judgments made by the EBU's TDs and ACs. Overall, I think they did a rather good job this year, despite falling far short, in my opinion, of the extraordinarily high standard they set for themselves in 2003.

### **Frances Hinden's comments:**

Of the nineteen cases that went to appeal, the AC altered the result on 10 of them. I think they improved the ruling on six of them and made it worse on two, which is generally a good record. I was a little surprised how often I agreed with the final ruling, but felt it had been made for the wrong reasons.

### **Jeffrey Allerton's comments:**

In a few cases, this review would have been more meaningful if more detail had been recorded on the appeal form. For many appeals, perhaps due to lack of time, the players are not given the opportunity to record their comments on the appeal form and instead verbal representations are made at the appeal itself.

In general, I thought that the EBU Appeals Committees did quite well in 2004. I counted six appeals where I felt that the AC had improved the TD but only two where I considered the AC's decision was worse than the original TD ruling. This is significant enough to suggest that the appeals process is worthwhile.

### **Richard Hills' comments:**

The former World CTD William Schoder (Kojak) has asserted that the current Laws are easy to interpret, so do not need any reformatting.

Yet another counterexample to Kojak's assertion was provided by appeal 12, when the current English and World CTD (Max Bavin) differed with the World Bridge Federation Laws Committee on the interpretation and application of Law 16C2.

The current WBF Laws Drafting Sub-Committee initially made an in-principle decision to totally redesign the Laws in a reader-friendly and unambiguous format. I hope that this sensible decision is not reversed, and that the "second thoughts" by some members of the Sub-Committee merely relate to the content of the new Laws, not to the format of the new Laws.

**Final summary by editor:**

The general feeling is that having Appeals Committees improves the decision-making.