


<b>APPEAL</b>	<b>NABC+ THREE</b>
Subject	Misinformation
DIC	Matt Smith
Event	Vanderbilt
Session	Round of 32
Date	March 18, 2015

BD#	<b>18</b>
VUL	<b>N-S</b>
DLR	<b>E</b>

<b>Bruce Ferguson</b>	
♠	AJ1062
♥	1096
♦	KJ
♣	J105

<b>Roy Welland</b>	
♠	K84
♥	J2
♦	7643
♣	9743

	
<b>John Onstott</b>	
♠	3
♥	Q753
♦	Q952
♣	A862

<b>Sabine Auken</b>	
♠	Q975
♥	AK84
♦	A108
♣	KQ

West	North	East	South
		1♣	P
1♥ <sup>(1)</sup>	1♠	1NT	P
P	P		

Final Contract	<b>1NT by East</b>
Opening Lead	<b>♣3</b>
Table Result	<b>Made 2, N/S -120</b>
Director Ruling	<b>1NT by E, Made 2, N/S -120</b>
Comm. Decision	<b>N/S -120, E/W -100</b>

(1) Alerted as a Transfer to Spades

**The Facts:** The opening bid showed clubs or a balanced hand, not a forcing opening bid. North detached the 1♠ card from his bid box at approximately the same time as East alerted 1♥ as a transfer to spades. Although North had not placed the 1♠ card on the table, he felt obligated to continue bidding 1♠ since his intent to do so was visible to all at the table. After the conclusion of play (E-W taking 8 tricks in 1NT for +120), North called the director to determine whether 1♥ as a transfer to spades required a pre-Alert.

**The Ruling:** Transfer responses to a natural, non-forcing 1♣ opener must be pre-Alerted. However, North was not damaged by the failure to pre-Alert because had he called the director he would have been informed that he could legally Pass and any information resulting from his detaching the 1♠ card would be unauthorized to E/W.

Therefore, he was responsible for his 1♠ bid and the table result that followed from it was allowed to stand.

**The Appeal:** N/S appealed the ruling and North, East and West attended the hearing.

Statements made by the Appealing Side:

Had he been pre-Alerted to transfer responses, North would not have considered bidding 1♠ and would have passed without thought. East would then have bid 3♠ (as if rebidding over a natural 1♠ response), which would have become the contract.

Statements made by the Non-Appealing Side:

East said that she could rebid either 3♠ or 1NT (17-19) had North passed, but that their partnership tendency was to favor 1NT with this distribution and club holding. E-W also said that N-S knew that 1♠ was natural so they were not damaged by any lack of an agreement that might have come to light had there been a pre-Alert.

**The Decision:** E-W committed an irregularity of Law 40A.1(b) by failing to pre-Alert, which was also an irregularity ("a deviation from correct procedure"). Law 40B.4 provides for an adjusted score when a side is damaged "as a consequence" of its opponents' failure to provide disclosure of the meaning of a call or play in accordance with the Laws. The Committee judged that North's consideration of bidding 1♠ and ultimate follow through was "a" consequence of the failure to pre-Alert, although not necessarily the consequence only of such failure. Therefore, the Committee judged that there had been damage and that an adjusted score was appropriate.

Under Law 12C.1.(e)(ii), the score assigned to E-W is the most unfavorable result that was at all probable had the irregularity not occurred. It was decided that without any indication of spade interest by North, East might bid 3♠ often enough that it was at all probable that 3♠ would become the final contract. After a diamond lead, more unfavorable to E-W than a heart, East could make 8 tricks by playing clubs before hearts, but there was a sufficient probability of taking only 7 tricks that E-W were assigned a score of -100.

Under Law 12C.1.(e)(i), the score assigned to N-S is the most favorable result that was likely had the irregularity not occurred. Although this was ostensibly down 2 for +100, North had contributed to his own damage by failing to call the director to ascertain his rights with respect to his intended 1♠ bid on the auction that did take place. This was judged to be a serious error unrelated to the irregularity that forfeited his right to an adjustment for the self-inflicted part of the damage [Law 40C.1(b)]. Because North could have avoided a result of -120 had he not been contributorily negligent, all of his damage was self-inflicted and no adjustment was made to N-S's table result.

In accordance with Law 86B, the results were IMPed separately against the other table score and the average score was assigned to each side. For N-S, the actual score comparison produced a result of -5 IMPs. For E-W, the adjusted score comparison produced a result -2 IMPs. The average result was +1.5 IMPs (E-W), -1.5 IMPs (N-S), causing a net gain (N-S)/loss (E-W) of  $\pm 3.5$  IMPs from the table comparison.

**The Committee:** Ron Gerard (Chair), Chris Moll, Mark Bartusek, Mitch Dunitz, and Ed Lazarus

**Commentary:**

**Martel** – Did N bid too fast or was E too slow in alerting? That seems important to me (if bid too fast then most of the blame goes to N/S, otherwise more to E/W).

**Marques** – Very good decision by the AC, on a board that decided the match in question by half an IMP. My only remark would be the slightly confusing way that the adjusted score was explained, although the final calculation is, of course, correct.

**Kooijman** – The committee seems to struggle with “damage” here. We do not need consequent damage to adjust the score for the offending side. Read Law 12C1b: “The offending side should be awarded the score that it would have been allotted as the consequence of its infraction only”.

I agree with the conclusion that N/S created the damage for themselves.

**Goldsmith** – I like the split ruling.

I am very concerned, however, about the E/W agreements. East said that they sometimes do not raise the transfer to spades with four-card support. And West has only three spades. This looks to me as if they are catering to a special partnership understanding that the transfer to spades need not have four spades. If so, I very much hope that they alert and explain 1♥ as “three or more spades” (or whatever is appropriate) and alert and explain that 1NT may have four spades.

**Woolsey** – While perhaps E/W should get a procedural penalty for failing to pre-alert, there should not be a score adjustment from that unless N/S were injured from that lack of pre-alert, i.e. they had a misunderstanding which they would have had a chance to clear up in advance with a pre-alert. That is not the case here.

I think the issue is the timeliness of the alert. Any pair playing transfer responses to 1♣ knows that partner is likely to make a natural-sounding call which isn't natural. The 1♣ bidder should be prepared to bang out that alert before fourth hand has a chance to do anything. If East failed to do that, then N/S are potentially damaged and the score adjustment against E/W is reasonable. On the other hand, if the 1♠ call was made so quickly on top of the 1♥ bid that East didn't have a chance to alert, then N/S have nothing coming to them in the form of an adjustment. The director should attempt to ascertain the timing of the alert and the 1♠ call.

N/S should have followed proper procedure and called the director when the irregularity occurred instead of trying to make their own ruling. By failing to do so, N/S lose their rights. North can't make a 1♠ bid and get to take it back if it turns out badly but keep it if it works.

Thus, it is likely that the committee came up with the right ruling, although perhaps not for the right reasons.

**Wildavsky** – A closely reasoned AC decision. I'd have liked to know N/S's agreements over transfer responses. The write-up implies that they had agreed that **1♠** would be natural here, but does not say so explicitly. That said, I prefer the AC's ruling to the TD's.