


<b>APPEAL</b>	<b>NON-NABC+ FIVE</b>
Subject	Misinformation
DIC	Dianne Barton-Paine
Event	Monday AB Pairs
Session	First Session
Date	March 16, 2015

BD#	<b>5</b>
VUL	<b>N/S</b>
DLR	<b>N</b>

<b>2300 masterpoints</b>	
♠	105
♥	AQJ
♦	A102
♣	AQ543

<b>4100 masterpoints</b>	
♠	86
♥	876
♦	98
♣	KJ10762

	
<b>800 masterpoints</b>	
♠	AJ43
♥	9532
♦	QJ53
♣	9

<b>12,000 masterpoints</b>	
♠	KQ972
♥	K104
♦	K764
♣	8

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

Final Contract	<b>3♠X by West</b>
Opening Lead	<b>♠10</b>
Table Result	<b>Down 4, N/S +800</b>
Director Ruling	<b>3♠X by W Down 4, N/S +800</b>
Panel Decision	<b>3♠X by W Down 4, N/S +800</b>

(1)	15-17 balanced
(2)	Alerted and explained as showing spades

**The Facts:** After the auction ended, a question was asked about the 3♣ bid. North answered, describing it as natural and invitational. South then sent North away from the table and told E/W that 3♣ was Stayman. E/W then called the director. East claimed he thought partner's double was takeout of a natural 3♣ bid, and he would not have bid 3♦ if he had been told 3♣ was Stayman.

**The Ruling:** The N/S convention cards indicated that the explanation of 3♣ as natural was correct by their methods, and that South had misbid. Therefore no alert violation had occurred, so there was no reason for a score adjustment.

**The Appeal:** E/W appealed the ruling, questioning whether that was indeed the N/S agreement, claiming the South hand indicated otherwise. They felt they were misled by the lack of alert, and were entitled to some protection.

However, the E/W pair disagreed about the meaning of West's double. West clearly intended it to show clubs, but East thought it should show general values. E/W were not a well-established partnership.

There was some question as to when E/W claimed they would have bid differently. The director was summoned before the opening lead, apparently by West, and again after the end of play. It is alleged that East's statement about not bidding 3♦ was made after the play.

One of North-South's convention cards was marked "Leb", which would indicate they were playing Lebensohl. In Lebensohl, 3♣ would indeed be a natural call, so there was evidence for misbid, rather than mistaken explanation.

**The Decision:** The panel allowed that there was room for some doubt as to whether NS had an agreement for 3♣, but that the damage was due to E/W's different understandings of the meaning of West's double of 3♣. If the double showed general values, then East would have bid 3♦ in any case, leading to the result achieved. The panel chose to uphold the director's ruling allowing the table result to stand.

The appeal was found to have merit.

**The Panel:** David Metcalf (reviewer), Jennie Carmichael, Eric Bell

### **Commentary:**

**Kooijman** – It seems impossible not to conclude that 3♣ was a misbid. Sorry for E/W.

**Goldsmith** – South isn't allowed to send his partner away from the table. Doing so gave his partner UI, which may have impacted the defense. I don't know the defense, so I can't tell if this happened. West will be able to figure it out what's going on pretty quickly; North might not, so I suspect that E/W were damaged by the UI South provided that 3♣ wasn't natural.

The panel really ought to have found out what N/S's methods were. It's not uncommon to play 3♣ as Stayman after an artificial 2♦ intervention; it's much less so over 2♥. Asking South how he would have bid with a game force and long clubs might have helped figure this out. It's possible that South was confusing two methods. It's also possible that he was right, and North forgot.

If 3♣ was Stayman, then West's double looks pretty normal. It's odd for West both to assume that 3♣ was artificial and to be right, but if he was, then his side was damaged by the failure to alert; East would know that double showed clubs had 3♣ been alerted and explained.

If 3♣ showed clubs, West erred badly and the cause of his side's bad result was his error, so the result stands.

**Woolsey** – I do not agree. It was not clear what the N/S agreement was, and if that is the case the assumption should be that the person making the bid has what he thinks the agreement is so that should be assumed to be the agreement (or no agreement).

E/W had MI. What East would have done with the correct information is anybody's guess, but he never had that opportunity. The table result should not have been allowed to stand.

**Wildavsky** – I can find no reason to adjust the score.

**Martel** – No adjustment OK, though might well decide there is not clear enough evidence to say 3♣ was a misbid (and thus adjust). Also, if 3♣ were explained as Stayman then E/W would presumably treat double as clubs, so the discussion of E/W damaged by not knowing what double was is misguided, particularly for possible N/S adjustment.

**Marques** – Just as an aside, North answered to the opponent's question about three clubs, as being "natural and invitational". In his mind, South thought that North was wrong and sent him away from the table to explain, violating law 20F5. His first legal opportunity to do so is at the end of play, not at the end of the auction.

With the convention cards of both North and South showing the call as natural, the nature of South's hand, and his explanation, is irrelevant for establishing the true meaning of the bid. South misbid, being of course convinced that 3♣ had a different meaning. It is ironical that E/W's damage was caused by their own misunderstanding, after all.

I find it hard to see the merit of the appeal.