

<b>Subject of Appeal:</b> Misinformation	<b>Case:</b> N14
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<b>Event</b> Wagar Women's KO Teams	<b>Event DIC</b> Mike Flader
<b>Date</b> 07/24/2014	<b>Session</b> Finals

### Auction

West	North	East	South
			Pass
1♦	Dbl	Rdbl	Pass <sup>1</sup>
Pass	2♣	Pass <sup>2</sup>	Pass
2♦	Pass	3NT	Pass
Pass	Pass		

### Explanation of Special Calls and Points of Contention

1: S to W – “means nothing”
2: Forcing

### Hand Record

Board	15	N	Irena Levitina
<b>Dealer</b>	<b>S</b>	♠ J98	
		♥ KQ3	
<b>Vul</b>	<b>N/S</b>	♦ K8	
		♣ AJ932	
W	Ran Jingrong		
♠	53		
♥	A76		
♦	AQJ975		
♣	107	E	Wenfei Wang
		♠	AQ76
		♥	J82
		♦	32
		♣	KQ64
		S	Kerry Sanborn
		♠	K1042
		♥	10954
		♦	1064
		♣	85

Final Contract	Result of Play	Score	Opening Lead
<b>3NT by E</b>	<b>Down 3</b>	<b>N/S +150</b>	<b>♣ 8</b>

### Facts Determined at the Table

The director was summoned at the end of play. When the ♣8 was led, North lowered the screen and told East that her partner (South) usually does not have a four-card major. East (the declarer) felt that she had been told that South could not have a four-card major and that if the club was a doubleton, South's distribution had to be 3-3-5-2.

The director determined that play to the first five tricks proceeded as follows:

- Trick 1: ♣8-♣7-♣A-♣4
- Trick 2: ♥K-♥2-♥4-♥6
- Trick 3: ♥Q-♥8-♥5-♥A
- Trick 4: ♣10-♣J-♣Q-♣5
- Trick 5: ♦2-♦4-♦5-♦8

### Director Ruling

The director found that East/West had received an accurate description of their opponents' methods, but did not fully understand what they were told. If that is the case, there was no misinformation, and, therefore, the table result must stand, 3NT by East, down three, N/S +150.

<b>Director's Ruling</b>	<b>3NT by E, Down 3, N/S +150</b>
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## The Appeal

East/West appealed the ruling. All four players attended the hearing. E/W stated that East's English is poor and that she didn't understand the meaning of the term "usually". Based on the given information, East expected South to have 3-3-5-2 and she played the deal accordingly.

North/South contended that the second pass by South was explained by South to West as "pass means nothing." After the opening lead, North closed the screen window and pointed to the word "usually" on her written explanation in an attempt to emphasize it. (The full written statement was: "Usually she doesn't have 4H or 4S.")

## Committee Findings

The Appeals Committee decided that North, though trying to be helpful, explained an agreement that she and her partner did not explicitly have, and therefore she gave misinformation. East was also culpable; she should have asked for more information, as she didn't understand the word "usually". In addition, her play of a diamond to the 5 was a "practice finesse" that could never gain.

Per Law 12, for an offending side the score assigned is the most unfavorable result that was at all probable had the irregularity not occurred - the declarer gets the benefit of the doubt, and with best play should emerge with 10 tricks. Accordingly the result is adjusted for North/South to 3NT by East, making four, N/S -430.

Also per Law 12, the non-offending side does not receive the benefit of the adjustment if they committed a serious error unrelated to the irregularity. Accordingly, the table result stands for East/West, 3NT by East, down three, E/W -150.

**Dissent by Committee Member Michael Huston:** This decision has two distinct parts: the determination that there was misinformation and the determination of the resulting adjustment. I choose to dissent on the former.

Communication between bridge players who do not speak each other's languages must be a two-way street. A non-native speaker cannot be allowed to extract only 70% of the meaning of something said and hold his or her opponent entirely liable for failure to communicate completely – especially when (s)he has evidence that only part of the meaning has been extracted.

In this case, North wrote a note explaining a partnership tendency that was not an explicit agreement and she did not say or imply that it was an explicit partnership agreement. This was proactive, full disclosure. Further, her written statement was not inaccurate - at that point, East ignored the word "usually." When the screen window came down and North pointed repeatedly at the word "usually", East had considerable evidence that she wasn't understanding the written explanation.

With a duty to clear up communication problems, East had several reasons to believe she was not processing North's attempt to communicate. In my opinion, when East made no effort to close the communication gap, she should be held to proceed at her own risk.

There may have been a technical irregularity in North's zealous attempt to fully reveal what was going on, but that should not exempt East from her responsibility to close the obvious communication gap so that the game of bridge can determine winners.

<b>Committee Decision</b>	<b>N/S: 3NT by E, Made 4, N/S -430 E/W: 3NT by E, Down 3, E/W -150</b>
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## Committee Members

<b>Chair</b>	Adam Wildavsky
<b>Scribe</b>	Paul Janicki
<b>Member</b>	Michael Huston
<b>Member</b>	Joel Wooldridge
<b>Member</b>	Lou Reich
<b>Member</b>	Ray Miller