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| Subject of Appeal: | Undisclosed Agreement | Case: | R10 |
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| Event | Tues/Wed KO Teams, Brkt I | Event DIC | Geoffrey Greene |
| Date | 07/22/2014 | Session | First |

Auction

| West | North | East | South |
|------|-------|------|-------|
| 1♦ | Pass | 2♣ | 3♥ |
| Pass | 4♥ | 5♣ | Pass |
| 5♦ | Pass | Pass | Pass |
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Explanation of Special Calls and Points of Contention

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Hand Record

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|---------------|-------------|--|---------------|----------|----------|
| Board | 36 | N | 20,000 MPS | | |
| Dealer | W | ♠ | Q6 | | |
| | | ♥ | K8732 | | |
| | | ♦ | KJ5 | | |
| Vul | Both | ♣ | 652 | | |
| W | 14,200 MPS |  | | E | 2600 MPS |
| ♠ | 972 | | | ♠ | A1043 |
| ♥ | 4 | | | ♥ | (void) |
| ♦ | AQ108742 | | | ♦ | 63 |
| ♣ | 84 | | | ♣ | AKQJ1093 |
| | | S | 17,100 MPS | | |
| | | ♠ | KJ85 | | |
| | | ♥ | AQJ10965 | | |
| | | ♦ | 9 | | |
| | | ♣ | 7 | | |

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| Final Contract | Result of Play | Score | Opening Lead |
| 5♦ by W | Down 2 | N/S +200 | |

Facts Determined at the Table

The director was summoned after E/W had left the table, and he was asked about the legality of opening 1♦ with 6 HCP.

Director Ruling

The director informed N/S that an agreement to do so would be illegal in the ACBL, but that such a bid would be deemed a psych, which would be allowed so long as there was no evidence of a partnership understanding. In the absence of such evidence, the director saw no reason to alter the table result.

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| Director's Ruling | 5♦ by W, Down 2, N/S +200 |
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The Appeal

N/S appealed the decision. They suggested that the fact that East passed 5♦ was evidence of an implicit partnership understanding, without which a player holding her hand would have bid again.

Six peers of East were polled by the screening director. They were given the East hand and the auction up to the 5♦ bid. None of them passed, several making a grand slam try. When the East player was asked why she passed, she could not give a good answer. When the West player was asked if he generally opened such hands, he shrugged, and said he felt like opening.

Panel Findings

Law 40C1 states that a “player may deviate from his side’s announced understandings always, provided that his partner has no more reason to be aware of the deviation than have the opponents.” It continues with “If the Director judges there is undisclosed knowledge that has damaged the opponents, he shall adjust the score.” The panel judged that East’s pass demonstrated that she had some knowledge of her partner’s light opening bid. This implicit agreement is illegal, and her choice of pass did result in damage to the opponents. Per Law 40B5, which instructs the director to adjust the score when an illegal partnership understanding results in damage, the panel changed the result to 6♦ by West, down three, N/S +300.

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| Panel Decision | 6♦ by W, Down 3, N/S +300 |
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Panel Members

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| Reviewer | David Metcalf |
| Member | Matt Koltnow |
| Member | Doug Grove |