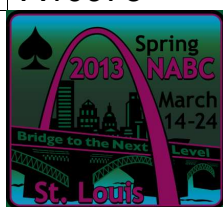


<b>APPEAL</b>	<b>NABC+ ONE</b>
Subject	Misinformation
DIC	Doug Grove
Event	Platinum Pairs
Session	2 <sup>nd</sup> Qualifier
Date	March 15, 2013

BD#	<b>23</b>
VUL	<b>Both</b>
DLR	<b>S</b>

<b>Daniel Gerstman</b>	
♠	K32
♥	--
♦	K9653
♣	A10973

<b>John Diamond</b>	
♠	J976
♥	AJ743
♦	7
♣	Q65



<b>Bob Hamman</b>	
♠	A84
♥	KQ65
♦	A102
♣	KJ4

<b>Kenneth Kranyak</b>	
♠	Q105
♥	10982
♦	QJ84
♣	82

West	North	East	South
			<b>P</b>
<b>P</b>	<b>1♦</b>	<b>1NT</b>	<b>2♦<sup>(1)</sup></b>
<b>X</b>	<b>P</b>	<b>P</b>	<b>P</b>

Final Contract	<b>2♦X by North</b>
Opening Lead	<b>♥K</b>
Table Result	<b>Making 4, N/S +580</b>
Director Ruling	<b>2♦X by North, Making 4, N/S +580</b>
Committee Ruling	<b>2♦X by North, Making 4, N/S +580</b>

**(1)** Alerted and explained as “majors”

**The Facts:** North alerted South’s 2♦ bid and explained it was for the majors, but that there was a possibility that South had forgotten. West doubled to show values. The Director was summoned at the end of the auction. North was then sent away from the table and South, upon being asked for the meaning, explained it was for the majors. After the opening lead of the king of hearts, 2♦X made four for N/S +580.

**The Ruling:** South had forgotten his agreement when he bid 2♦, but explained their partnership agreement correctly when asked so there was no infraction and the table result was allowed to stand.

**The Appeal:** East and West appealed the ruling and East, West and South attended the hearing. East/West were willing to stipulate that North/South’s agreement was as explained, but East alleged that North’s failure to bid 2♠ over West’s double indicated that North knew that South did not have majors and therefore, East/West were damaged by the misinformation.

South, who said he had forgotten his partnership agreement, was reminded of it by his partner's explanation and gave that same explanation when asked about the meaning of his 2♦ bid, thinking that his obligation was to describe his partnership agreement and not his hand. He also said that the conventional meaning was described in his partnership's system notes that he had earlier in the week, but that were no longer available.

**The Decision:** The Appeals Committee held that there was no indication from North's Pass that he had any undisclosed knowledge or that the meaning of 2♦ was not as explained. North had no unauthorized information that prevented him from passing and he could always bid 2♠ if necessary on the next round. The AC discounted East/West's stipulation as to the meaning of 2♦, since the AC is obliged to argue the non-offenders' best case for them, but it found that the Law's presumption of mistaken explanation rather than mistaken call does not apply when both partners agree as to the meaning. South's delayed agreement after North's explanation was troubling, but whereas South was not entitled to base any bridge action on North's explanation he was obligated to describe his partnership agreement to the opponents. Therefore, the committee upheld the Director's ruling, but felt that because of South's original uncertainty the appeal had merit.

As an aside, South asked whether it was his obligation to include in his explanation of 2♦ for the majors a statement to the effect of, "But that's not what I thought at the time." Under current laws and regulations, he is not required to do so. However, voluntarily disclosing his confusion (in effect, describing his hand as well as his agreement) would not have been wrong. The Laws Commission is considering whether to recommend that the Laws be interpreted to require such a statement.

**The Committee:** Ron Gerard (Chair), Mitch Dunitz, Patty Tucker, E.J. Kales and Ray Miller