

Law 46 – Incomplete or Invalid Designation of a Card from Dummy

This is one of the most misunderstood and misapplied Laws. It is important to notice and understand the phrase in parentheses in the preamble to Law 46B: “except when declarer’s different intention is incontrovertible”.

Example 42:

Dummy ♣ KJ6

Declarer ♠ 6
♣ 73

Declarer is in 4♠ and has won 8 tricks, the last in his hand. ♣A and Q are not played yet and there are still 5 clubs remaining in the defenders’ hands. He plays a small club from his hand and West contributes the ♣8. He starts thinking for a while, shrugs his shoulders and says: “I don’t know, play one”. The defenders now want the TD to apply Law 46B5, giving them the choice of the card to be played from dummy, which would of course be the ♣6. That is not a reasonable ruling. It is completely obvious that South is going to play either the J or the K to fulfill his contract and has no clue which of those two to play. So that is the choice the TD should offer the defenders. Of course the remark by declarer reduces the chances of making the contract from 50% to 25%.

A more common example of the application of this provision is when declarer says, “play anything”. Declarer’s true intention is almost certainly to, “play anything small”, hence the TD should not require him to discard an Ace.