Misinformation

by Maurizio Di Sacco
MISINFORMATION

1: TERMINOLOGY

- A MISTAKEN EXPLANATION is an unintentional incorrect, misleading or partial explanation of an agreement of a call or play. This includes failure to alert when an alert was required by regulation. Under Law 47E informing the wrong opponent that it is his turn to lead or play is also defined as misinformation.

- A MISTAKEN CALL (or MISBID) is a call unintentionally not consistent with the partnership agreement, caused by misunderstanding or forgetfulness.

- A DEVIATION FROM SYSTEM is an intentional call or play not consistent with the partnership agreement. (For example, the ACBL has guidelines that describe a bid as a deviation if the strength of the hand is within a queen of the agreed strength, and the suit varies by no more than one card from the agreed length.) Note that the same repeated deviation leads to a de facto agreement and should be explained.

- A PSYCHE is an intentional call or play not consistent with the partnership agreement, that grossly misstates either honour strength or suit length.

- Deliberate misinformation outside these 4 situations is unethical, and possibly cheating, and is not dealt with in this lecture.

A mistaken explanation or a mistaken call often leads to unauthorized information (UI) and is dealt with under Laws 16 and 75. A psyche that is not unexpected by partner may also lead to an adjusted score.

Note that the 2007 Laws use the term "understandings" to include agreements, conventions and treatments. In fact, although mentioned in the laws, the latter 3 terms are not defined in the laws. Partnership understandings may be reached either explicitly through discussions, or implicitly through mutual experience or awareness (Law 40 1(a)). A TD should be wary of experienced partnerships claiming "no understanding or agreement", especially of situations that are not rare.

2. BIDDING UNDERSTANDINGS: MISEXPLANATIONS and MISBIDS

Law 40 defines partnership understandings and gives certain rights to the "Regulating Authority". Under these rights, and under Law 20, the Regulating committee can prescribe convention cards for different levels of competition, alert procedures, announcement regulations, and regulations for asking and answering questions about system.

When explaining a call or play, a player must disclose, verbally or in writing, all special information conveyed to him. This is the principle of "full disclosure". It is not sufficient to give the name of a convention as an explanation (unless this name has been defined by the regulating Authority.)

EXAMPLE: A pair who by agreement can open 1NT with a singleton must state this – it is not sufficient to state only the point count.

EXAMPLE: A pair who describes their 2H opening as 5-5 in hearts and a minor would be guilty of misexplanation if their agreement includes an occasional 4 card minor suit. However opening with 5-4 in certain situations (such as in 3rd seat) is general bridge knowledge.

In the above two example there is only partial disclosure and this is an infraction.

EXAMPLE: An explanation such as “Bergen” is not acceptable. The correct explanation is, for example, “7-10 points with 4+hearts, says nothing about clubs.”
What about a misbid? The opponents are entitled to full disclosure of the agreements – but not of the mistakes! They have no claim to an accurate description of the hands. It is not an infraction to make a mistake when bidding (or when playing) and it is not an infraction to forget the system, and not an infraction to deviate from system. (Note, however, that repeated misuse of a partnership understanding can lead to regulating the use of that understanding.) These situations can often lead to UI situations and the director should always be on the lookout for these. (See note below on “Convention Disruption”)*

EXAMPLE: South opens 2D with a long weak diamond suit, and north correctly alerts that this is multi. However South has forgotten this and opened with a long weak diamond suit. His bid is not an infraction. So no adjustment will be made if the opponents are damaged by this bid. However, when North alerts the bid as multi, South has UI (that he has forgotten) and if he takes advantage of the UI this is an infraction that lead to an adjusted score.

EXAMPLE: South opens 2D with a long diamond suit. North has forgotten that this was the agreement and he alerts the 2D bid as multi. Now the explanation is incorrect and this is an infraction and may lead to an adjusted score if the opponents are damaged. Also, as in the above example, south has UI (that his partner has forgotten) and this may also lead to an adjusted score.

Law 75 deals specifically with the problem of mistaken explanation and mistaken call (misbid). Note that when there is any doubt the TD will assume mistaken explanation and not mistaken bid. When players cannot agree on what the system is, and there is no evidence of what the system is, then there is mistaken explanation. Evidence is not limited to convention cards and system notes. For example, previous use of the understanding can also be evidence.

Incorrect explanation of an understanding will often cause damage to the opponents, who have based their actions on the explanation. (For example, choice of lead.) It is often not easy to see what action would have been taken if there had been a correct explanation, and weighted adjusted scores are common in misinformation situations.

2.1 WHEN TO CORRECT MISTAKEN BIDDING EXPLANATIONS:

2.1.1 During the auction: See laws 20F4 and 20F5.

If a player realizes that his own explanation was not correct or incomplete he must call the TD immediately. The TD applies law 21B and a player may change his call if he has received MI provided that his partner has not subsequently called.

If a player realizes that his partner has given MI he may not correct the error during the auction or indicate in any way that a mistake was made.

2.1.2 During the bidding period (that is, until the opening lead is faced):

If a player realizes that his own explanation was not correct or incomplete he must call the TD immediately. Law 21B or law 40 B4 then apply.

If a player realizes that his partner has given MI and if he is the presumed declarer or presumed dummy he must call the director and inform the opponents after the final pass. The TD applies law 21B and a player may change his call if he has received MI provided that his partner has not subsequently called.

If a player realizes that his partner has given MI and if he is a presumed defender he must call the director and inform his opponents only after play of the hand has concluded.

Note that law 21B has two necessary conditions for changing a call: first that partner has not subsequently called, and secondly that the TD judges that the call may have been influenced by the misinformation. (This is often done by taking the player away from the table and asking why and
what he wants to call – in some countries this is standard practice and I recommend it to all TDs. The TD can also ask, away from the table, what action a player would have taken earlier had the correct explanation been given earlier. This may be of help in deciding on an adjusted score after the play.)

EXAMPLE: North opens 1NT, south alerts or announces 15-17, East passes and now South says "Oops, it should be 12-14." East can withdraw his pass and make any other call (with no other rectification.). His "pass" is UI for NS but UI for EW. (Law 16D)

EXAMPLE: North opens 1NT, south announces 15-17, East passes, South bids 2C and then remembers that they are playing 12-14 NT and corrects his previous explanation. West has not bid subsequent to East's pass, so east can withdraw his "pass" and make any other call with no rectification. If he still passes South's 2C bid stands and the bidding continues normally. However, if East changes his call then South may also change his call, with no other rectification. As before East's pass is UI for NS and AI for EW, and the withdrawn 2C bid is also UI for NS and AI for EW.

EXAMPLE: The bidding has ended. North to play in 3NT. West leads face down and South says that his partner gave a wrong explanation to one of his bids. The last defender who passed may withdraw his pass and substitute any call, and if he does so, the opening face-down lead is withdrawn and bidding continues. The same UI/AI conditions described above apply, but EW still retain rights for an adjusted score if the MI could have affected an earlier call.

3. CARDING and PLAY UNDERSTANDINGS: MISEXPLANATIONS

3.1 A lead out of turn or a play of a card is retracted without further rectification if the player was mistakenly informed by an opponent that it was his turn. It cannot be accepted.

This includes the opening lead out of turn. However an opening lead may not be retracted after dummy has faced a card

3.2 As with calls, full disclosure of carding agreements should be made. Not having any signalling agreement is not allowed, especially with experienced partnerships, where without any doubt implicit understandings have been formed. (The Laws Committee would do well to formally ban random signaling.)

3.3 As with calls, a wrong explanation of a carding agreement is an infraction. Deviations, intended or not, in play and signaling are much more common than bidding deviations for obvious reasons. TDs should be aware that a carding agreement is not an order to always adhere to the agreement. However, TDs should also be careful to verify that the correct explanation was given.

* NOTE ON CONVENTION DISRUPTION

Convention disruption is the term used when a player forgets a convention or understanding he is playing.

This is not considered an infraction by the laws.

However, there are many influential players (for example, Bobby Wolf) who believe that the Laws should expect players to remember their systems (at least at a certain level of play), and forgetting an understanding that damages opponents should lead to an adjusted score. In particular they use the argument that players who use complicated systems should be required to remember their understandings and use them correctly. However, this is not the law.
EXAMPLES OF MISINFORMATION FROM ACTUAL PLAY

1.

1: 1♦ is better minor
2: East explains 2♦ as natural, diamond suit. (West thought 2♦ showed both majors).

North led a diamond, and south played AK thinking to give partner a ruff in diamonds, but he set up east's ♦Q. NS were not happy with the explanation. EW pointed out that 4♥ makes on any lead.

Version 1: Correct system is that 2♦ shows both majors.

Version 2: correct system is 2♦ is natural.

In both cases, opening lead was face down, and corrected explanation was not given.

Since there are no screens, the first issue the TD must always consider is the UI: it is not by chance that Law 75 starts with A: regardless of whether the information was correct according to the system (misbid, 75C), or wrong (misinformation, 75B), once the cards do not correspond to the explanation a UI has been passed: the bidder now know that there was a misunderstanding that will likely affect the auction.
Without the UI, passing over 3NT with West’s cards is not just a Logical Alternative (LA): it is mandatory. It is irrelevant that East is passed hand: he knows West’s cards, and he took the final decision (we may reconsider this approach giving West a weak hand, with an extreme distribution, such as, e.g. ♠Axxxxx ♥QJxxx ♦xx ♣---).

Now:

1. The right explanation is "majors". Against 3NT South has an automatic small diamond lead, which leads to at least down 4 (four diamonds, three spades and one heart), and down five is fairly possible (if declarer keeps the ♠K second).

2. The right explanation is "diamonds". The normal lead is a spade, which leads to the same outcome after the obvious diamond switch.
2.

WYTC Beijing 2008 Round 3

On the lead of ♠9 2♥X by East down 2
At the other table 4♠+1 after the lead of ♠Q

1: WS Clubs + M

EN both majors (correct explanation)

2: If 2C is C+M then x is TO

If 2C is M+M then x is penalty of one major

South – bidding damage: For me, North’s double is for takeout, and would show a maximum of 4 in a major. With explanation that West has both majors, North’s double would be penalty of spades, and I may then bid spades to play in 5/4 fit against 4 or even 5 spades in West. 10 or 11 tricks in spades is easy. Also with correct information I would not double 2♥ and we might play 5♦.

South – lead problem: If North’s double shows spades, I would lead a spade. My club lead gave EW an extra trick.

This is a very classic application of 75B on one side (SW) and 75C on the other side (NE), when playing with screens.

North received the right explanation according to the system, thus no damage can ever be considered. On the other hand, South received the wrong one, but his bid would not change: he would double for penalty instead of doubling for take-out, with exactly the same result.

Result stands.
3.

Diff. explanations

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Lead: ♠️3. 4♥️ made, -420
Result at other table: 4♥️ +1, -450

1: East explains as hearts + minor 5-5
North calls director after the play. According to East’s explanation declarer must have 5 hearts and 5 clubs so a club lead is out. The possibilities are a heart or spade lead, and she chose a spade. West bid 3♥️ natural, and with this explanation she would choose a club lead and 4♥️ is down 1. (If A♥️ led declarer has tempo to develop the spades.)

TD determines that correct explanation is that 3♥️ is natural.
(TD reminds West that explanation should be corrected before opening lead is faced.)

TD consulted 4 players about lead with “natural” explanation. Three considered both a club and A♥️ lead, but chose A♥️. One player thought he would lead a club, but perhaps may lead A♥️.

What is the TD’s ruling?

I believe that a deeper analysis of the hand - more players consulted - would have led to find out that all lads were possible with the right explanation. A TD with some bridge knowledge should have realized it and asked more experts. In a pair game, I wouldn't mind a 40/60 adjustment here, whilst in a Team event, as in the real case, a weighted is preferable.

Technically spoken, is much more likely to find partner with a minor suit Queen that the ♠️K, thus a minor should weight more than a spade.
4.

One hand – 3 misinformation rulings!

Eur Jun Teams Jesolo 2007

7 ♥× by East

Down 3 — EW −500

Case 1:
1: 3NT – explained as “to play” by both sides
2: 5♦ - NE Slam try, control in diamonds. Support in diamonds (the correct explanation, agreed by north is Slam Try with support in diamonds).

East calls TD. He claims that he passed 7♣ holding KT♦ under the control. If he knew that A♦ was before him, he would double 7♣ not only because it probably would not make but also to prevent partner from sacrificing 7♥.

The first issue to be quickly ruled out is whether West's psyche had any influence: it was clear to everybody from the very beginning what the meaning of 3NT really was.

The second issue is whether the MI influenced the auction, or at least if it could have influenced it. East claim is not entirely correct: the right explanation would not have told him the location of the ♦A, but only that not necessarily was in South.

We need to interview experts here, and I'm open to all result. I suspect that only a minority would double 7♣, but you never know.

Here the question to be asked is just one and easy: "Here is the auction, and here are the meaning of the various calls (obviously the one of 5♦ that you'll be offering will be the right one only): what are the actions you would consider?".

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Board 5 N/NS

♠ Q 2
♥ ----
♠ A J 6 5 3 2
♠ K Q 10 7 4
♠ 10 9 8 7 5 3
♥ K Q J 5 2
♦ 8
♣ 6
♠ A 4
♥ 9 6 4
♠ Q 9 7 4
♣ A J 8 3

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<td>X</td>
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1) ♦ 2) ♣
Case 2:

\[
\begin{array}{ccc}
1\diamond & 1\heartsuit & X^1 \\
2\spadesuit & 5\diamond & \text{all pass} \\
5\diamond & \text{by north }+420
\end{array}
\]

1: Denies 4 spades
2: both sides – natural

West, with both majors, and knowing the heart fit, decided to confuse matters, and succeeded for NS did not get to their minor suit slam.

NS called director about the psyche.

TD decision?

As for Law 40, psyches are part of the game. Score stands.

Case 3:

\[
\begin{array}{ccc}
1\diamond & 1\heartsuit & 2\spadesuit^1 \\
4\heartsuit & 5\diamond & X & \text{all pass}
\end{array}
\]

1: 2\spadesuit, SW inverted (correct explanation) NE no alert

\[
5\diamond \text{x by north }+1 = +950
\]

Result at other table: 5\heartsuit \text{-}2 by east +300

East claimed that with the correct explanation he would not double 5\diamond.

TD decision?

In modern bridge, the double over 5\diamond is never for penalty, thus West would automatically remove it.

If he doesn't, pass would be considered not just a serious error, but one of the worst ever seen.

Just supposing the EW play stone-aged bridge, The other interesting issue is whether not asking the meaning of 2\spadesuit should be considered lack of self protection or not. By definition, this depend by the level of the players: certainly yes if it is the Bermuda Bowl, perhaps not at some lower level.

Opinions?
5.

This hand is from a European Team Championships (but we’ll deal with it without screens).

5♦X by West down 3, +500

1: 1♦ precision style (West thought his hand not suitable for 1♣ opening)
2: 4♣ was alerted by South as clubs + major (usually 5-5). The correct explanation is natural.

West claimed after the play that if knows 4♣ is natural he might bid 4♥ (and if doubled then 4♦ or 5♦).

Players were consulted and 2 out of 5 would bid 4♥. Would north bid 5♣ (vulnerable)after 4♥? Does 4♥ always make? The results show that 4♥ was played at 10 tables (out of 32) and 10 tricks were made at 5 of these tables. Other tables played (for EW)part scores in hearts, slam in hearts, no trump contracts (all these not relevant at this table), game in diamonds; and (for EW) part score or game in clubs.

TD Decision?

This is an awkward problem to deal with now. It is obvious the at that time the TD missed a crucial question to be asked to West (and then to experts): why didn’t he bid 4♥ with the explanation he had received? It is fundamental to establish whether there’s a relation between the infraction and the table’s result, and here this data is missing.

In turn, the TD would have asked the very same question to experts, and decided accordingly.

I personally don’t see a relation, but I can easily be mistaken. In case there is, than a weighted score looks obvious, otherwise, result stand.
Just keep in mind this principle: do not automatically believe the non offenders when they claim they would have done differently with the right information. Always ask what and why.

In case of a weighted, here are the possibilities, considering SDx, 4H=, 4H-1 and perhaps 5C.

For example: ½ 5♦x-3 by W +500
1/3 (2/3 of ½) 4♥= by W -420
1/6 1/3 of ½) 4♥-1 by W +50
Both North and South were asked the meaning of redouble. South wrote: "transfer to 2 clubs, usually a 1 suited hand" North wrote: "any single suited hand"

Players were consulted, and all said they would understand South’s message as showing any one suited hand, not specifically clubs, as "2" was mentioned specifically (and not only transfer to clubs). On this basis the TD ruled that there was no mistaken explanation, and did not adjust.

EW appealed. West thought South had shown clubs. He explained that the correct term for what South meant was "puppet" not "transfer". He felt that with a player whose first language was English (south) that this should be clear. The "2" had not made him suspicious.

 Asked if he knew the difference between transfer and puppet, south replied that he had never thought about it and only knew the term in connection with "puppet Stayman."

The Official Guide to the Completion of the WBF convention Card" uses the terms correctly (eg transfer means that the suit referred to is real, the player transferring has the suit).

So what is your decision?

The original TD decision here looks weird. Indeed, the right word is Puppet, and not transfer, the latter implying a club suit. It is sad to say that the AC did the right thing in changing the result in 3♣+1.
The revision of "Guide", that was recently undertaken by P.O. Sundelin, has the merit to have clarified that the players should be very careful to be specific when using terms, and that the correct way of explaining here is: "my partner must bid 2♦, I showed any single suited hand".
Please, educate your players to do so.
West leads the ♥5, declarer wins the second trick and plays off all his spades. In trick 6 east discards ♠3 and declarer gets the answer “encouraging” to his question about the meaning of this card.

South plays ♠A etc and goes one down (west has discarded two hearts.) South calls TD and claims damage because of the wrong information. EW are good players but do not usually play together and the partnership had not really discussed their signaling beyond saying “low encouraging, and Lavintthal).”. East intended his small club as encouraging in diamonds in this situation.

What is the TD’s decision?

No real carding agreement, so wrong information. But did South really expect the opponents to tell him who had the ♥Q? Even with 100% carding agreement who would expect EW to signal the ♥Q? South has to guess the clubs himself. By asking the question he has attempted to give himself an extra chance should he guess wrong. Score stands!

This is typical example of an abuse attempted by South, who should be severely reprimanded for that. It is sad to say that is quite classic at the club level, for good players against weak ones. It must be discouraged awarding severe penalties (use Law 74 for the purpose).
8. Consulting

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4♠ by East made, -420

1: Before bidding 3♣ north asked the meaning of 2♠. 2♠ was explained as 6+ spades and not more than 9-10 points.

- Explanation is incorrect
- Explanation is correct.

The first issue to be addressed here is the UI East received (75A again), and the blatant use he made of it when he jumped to 4♠.

As for the first part of the problem, it is obvious that pass is a LA (still ask experts), but the final outcome is unclear. After two passes, would be normal for West to bid 3♣, and now we should wonder whether passing it is a LA or not (obviously it is, but keep in mind that you still have to ask experts). The result to be awarded using 16A&B is NS -170.

Must be noted that you cannot weight alternatives (a so called "Reveley adjustment"): this was said by the WBF Laws Committee in Philadelphia 2010.

As for the second part, East violated Law 73C, which should lead to a severe disciplinary penalty. In pairs, no less than a full top, but the correct amount depends by the level of the player (the stronger he is, the worse should be considered his action), and by the specific regulation of the competition or, in general, of the NBO.
9.

(1) Polish Club: either 12-15 BAL or any 19+

(2) Italian defense: 4+ Hearts (if 5+, up to 10 HCP)

(3) Points, at least Hx in spades

(4) Alerted by West but not by East. However, before the lead North enquiries, and East says "just bridge logic, we are not prepared against your system; for our style it should be either clubs or club values".

North leads the ♥5 (third and fifth) and West makes eleven tricks. The TD is called, and:

- North says that with an alert, he would have realized 3♠ was artificial and not natural (as "bridge logic" seems to suggest), thus he would have easily found the club lead.

- West says that he alerted because he was making a cue bid, which he thinks is "bridge logic", but anyhow artificial.

- To explore all his possibilities before deciding, the TD interviews five players: they would have all led the ♠K with the right explanation.

  a) Do you think he should also ask what they would have led with the wrong explanation?
  b) What should be his ruling?

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| ♠ A 10 4 | ♣ 9 8 4 3 |
| ♦ K 3 |
| ♣ A 8 5 3 |
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Board 3

S / EW
a) in principle "no", since the only interesting information at the first stage is what would have likely happened without the infraction (if any):

LAW 12 - DIRECTOR’S DISCRETIONARY POWERS

B. Objectives of Score Adjustment

1. The objective of score adjustment is to redress damage to a non-offending side and to take away any advantage gained by an offending side through its infraction. Damage exists when, because of an infraction, an innocent side obtains a table result less favourable than would have been the expectation had the infraction not occurred - but see C1(b).

It is not relevant whether the experts would have led a club regardless of the explanation, because what we have been told is that they would have led a club with the right one, thus we know what would have happened without the infraction: North would have led a club. It is just a pure fact that he didn't, and we know why: because the misinformation (if any). He may have made a poor reasoning, but he would not have done it without the infraction.

b) Was really there a Misinformation? Yes, because EW have clearly different opinion on what "bridge logic" is, thus, at the very least the right information should have been "no agreement in this situation". All this seems to lead to a full adjustment for both sides, but there's still a further issue to be addressed: was the heart lead a gamble? In other words, did North, who had reasons to suspect the information to be wrong, gambled the heart lead because he knew that he could have later called the TD?
I leave open the argument to discussion, but mind you: this is exactly what happened in real life: North naively confessed it!