

# The European Bridge League

# **Appeals Booklet 2003**

Including the appeals from: The European Open Championships, Menton and The European University Teams Championships, Wrocław

# Appeals 2003 - Menton

In this booklet, the Appeals Committee of the EBL presents the Appeals that were dealt with during the European Championships in 2003.

This was be the first time a new set of major European Championships was held. In a new biennial format there would be two weeks of competition in the second half of June. These consisted of Pairs' and Teams championships in four categories: Open, Women, Seniors and Mixed.

The championships were fully open: an unlimited number of participants came from all over Europe, including trans-national partnerships, and there were visitors from every other Zone of the WBF as well.

During the championships, 39 cases were brought before the Appeals Committee. Compared to the total number boards (see below), this means the Board Appeal Ratio was 0.32 appeals per 1,000 boards, which is a small number when compared to the 0.58 from Warszawa (European Pairs 1999) or 0.56 from Salsomaggiore (European Teams 2002).

15 appeals were from the Teams' tournaments (BAR:0.31) and 24 from the Pairs (0.32). The Women had many appeals, 8 cases (0.65) against 22 for the Open (0.40) and 8 for the mixed (0.19). The seniors appealed once (0.07).

Only in 13 cases, some change was brought to the Director's ruling. The deposit was kept 7 times, but a number of other appellants came very close to losing theirs.

The Appeals Committee did not need to use outside help, as all cases were heard from within the group of six members. Despite members having to abstain when players of their own country were involved, an average of 3.95 members served on the Committees. Only once, a Committee was convened composed of the minimum number of 3 members.

## Total number of boards:

123,623 boards have been played during the championships. This makes these first Open European Championships the largest ones ever organised by the EBL, easily doubling the 54,396 of Malta. In order to compare the championships to those in the ACBL, we have also counted the number of "tables", which is the way the Americans usually measure tournaments. The counter stopped at 5,089, which makes this event larger than most Regionals, but only about half as large as the Nationals. The titles for all these appeals mention the nationalities of the players. The NS Pair are always mentioned first.

Finally, this booklet includes one appeal from one other European Championship held during 2003: The University teams, held in August in Wrocław, Poland.

Statistics compiled by Herman De Wael

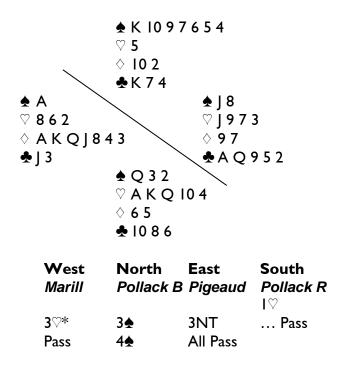
Appeal No. I USA v France

## Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Grattan Endicott (England), Steen Møller (Denmark)

# Mixed Teams Round-Robin Round 2

Board 19. Dealer South. East/West Vulnerable.



## **Comments:**

 $3\heartsuit$  = gambling, asking for stopper.

**Contract:** Four Spades, played by North

Result: 8 tricks, NS -100

## The Facts:

The Director was called when the auction had finished, by West. West complained that the pass on 3NT had taken a long time. North and East agreed that there had been a delay. North said that the pause had been "longer than normal", but that all the bidding had been slow. The Director stated he had stayed near the table until the end of the play, but he had been recalled only after the round (one more board) had been finished.

Concluded that there had been a hesitation, and that this constituted unauthorized information towards North. After consultation with other directors, he ruled that there had been no logical alternative to the call of  $4\frac{1}{2}$ , hence no infraction.

## **Ruling:**

**Result Stands** 

## **Relevant Laws:**

Law 16A

# East/West appealed.

Present: All players and the Captain of East/West

# The Players:

West stated that he had not noticed the Director staying near the table. He tried to ask for a ruling, but could not find the Director and decided to play board 20 before asking for a ruling on 19.

West argued that the hesitation had helped North in bidding 4.

West reiterated that the hesitation was clearly South's, not his.

North confirmed that there had been a break in tempo, but he did not know how long, and he was not so certain it had to be due to his partner. Maybe West was considering not passing 3NT?

North defended his call of  $4\clubsuit$ . Since his partner had not doubled, he was trusting his opponents had their 9 tricks. In that case,  $4\bigstar$  was a "profitable and automatic save".

# The Committee:

Agreed with the Director that Pass was not a Logical Alternative.

Considered whether the appeal was frivolous, but decided against this, as the ruling had been in favour of the offending side.

# The Committee's decision:

Director's ruling upheld.

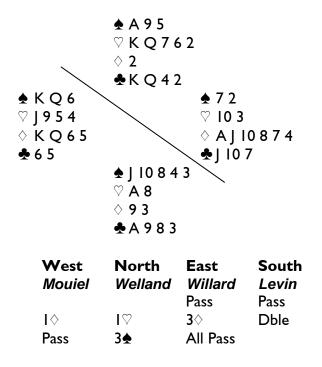
Appeal No. 2 USA v France

## Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Grattan Endicott (England), Steen Møller (Denmark)

## Mixed Teams Round-Robin Round 5

Board 18. Dealer East. North/South Vulnerable.



**Contract:** Three Spades, played by North

Result: 11 tricks, NS +200

## The Facts:

South called the Director before her final pass. She had noticed a difference between the explanation she had received about the meaning of 3, and what she read on the Convention Card. The Director ordered play to continue. North/South recalled the Director after the play, complaining that 3 had been explained differently on both sides of the screen. West had told South that 3 was stronger than 2. East had explained 3 to North as "not very strong". South stated that she would have bid 4 if she had received a better explanation.

Considered that both explanations were basically the same and that South had not been misinformed.

## **Ruling:**

Result Stands

# **Relevant Laws:**

Law 40B

# North/South appealed.

## Present: All players

## The Players:

South explained that she had asked about  $3\diamond$ . She had received the explanation that it was "stronger than  $2\diamond$ ". She had read "weak" on the Convention Card, which is why she had called the Director. West had explained to her that the mention of "weak" was related to a shift in another suit, not when supporting the suit. He had repeated his explanation. North told the Committee that East had told him that  $3\diamond$  was "not very strong", in the sense that  $2\heartsuit$  would have been stronger.

South explained that she would have bid  $4 \clubsuit$ , but that she could not do so now that she had been told the opponents held an opening and a limit raise.

# The Committee:

Found that the explanation which South had received was adequate.

Whether South bid  $4^{\circ}$  or passed was a matter of bridge judgment alone; she had received the correct explanation of her opponent's actions.

The Committee considers that an appeal of such little merit ought not to be presented at a Zonal championship.

## The Committee's decision:

Director's ruling upheld.

**Deposit:** Forfeited

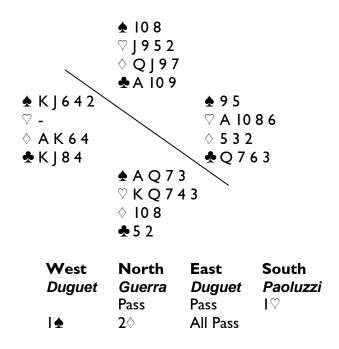
Appeal No. 3 Italy v France

# Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Grattan Endicott (England), Steen Møller (Denmark)

# Mixed Pairs Qualifying Session I

Board 21. Dealer North. North/South Vul.



**Contract:** Two Diamonds, played by North

**Lead:** Nine of Spades

<u>\$</u> ]	<b>≜</b> 8	<b>≜</b> 9	<b>≜</b> 3
<b>\</b> 4	<b>⊘7</b>	<b>\2</b>	<u> </u>
<u> </u>	♡2	♡6	♡3
<u>\\$</u>	<b>⊘9</b>	<b>⊘3</b>	<b>◇IO</b>
<b>♣</b> 4	♣9	♣Q	♣2
♠2	<b>≜</b>  0	<b>≜</b> 5	♠A
<b>≜</b> 4	$\heartsuit$	<u>\\\</u>	♡4
♣j	♣A	♣3	<b>≜</b> 7
<u> </u>	♡5	♡8	♡Q
€K	$\diamond$	♣6	♠Q
<b>≜</b> 6	ÓQ	♦5	♣5
<b>♣</b> 8	<b>♡9</b>	♡10	<u>♡K</u>
<b>♣</b> K	♣10	<b>♣</b> 7	<u> </u>
	<u>◇6</u> <u>◇A</u> ♣4 ♣2 <b>♣4</b> <b>♣J</b> <u>◇K</u> ♣K <b>♣6</b> ♣8	$ \begin{array}{c} \diamond 4 & \diamond 7 \\ \diamond 6 & \bigtriangledown 2 \\ \diamond A & \diamond 9 \\ \clubsuit 4 & \clubsuit 9 \\ \clubsuit 2 & \bigstar 10 \\ \bigstar 4 & \bigtriangledown J \\ \clubsuit J & \bigstar A \\ \diamond K & \bigtriangledown 5 \\ \bigstar K & \diamondsuit J \\ \bigstar 6 & \diamond Q \\ \clubsuit 8 & \heartsuit 9 \end{array} $	$ \begin{array}{c cccc} & & & & & & & & & \\ & & & & & & & \\ & & & & &$

Result: 7 tricks, NS -100

# The Facts:

North alerted and explained his call of  $2\Diamond$  as "either natural, or heart support". South forgot the system, did not alert, and passed. West called the Director after the hand, stating that he had not cashed his King of Clubs at trick 10, because North could not have another Heart with which to reach dummy.

# The Director:

Ruled that West had been misinformed as to the methods of North/South and had been damaged as a result of that.

# **Ruling:**

Score adjusted to  $2\Diamond$  by North, two down, NS -200.

# **Relevant Laws:**

Law 75A, 40C

# North/South appealed.

**Present:** All players

# The Players:

North/South agreed to the facts as presented. South had forgotten the system. North stressed that East had full knowledge of what had happened. She could easily have ducked the Ace of Hearts, after which it is impossible not to take seven tricks. East agreed to this, but explained that she had not understood why South had passed. She had been tired and hungry.

West said that it did not matter whether his partner had ducked the heart trick or not. He had had the last chance to take a second setting trick and he had missed it because of the misinformation. He had played North for having three hearts and thus four clubs, and had simply exited, expecting to take two club tricks in the end, and beat the contract three. When asked if he had understood that the Director had ruled against him because of the misinformation to West, North explained that he had understood, but that he still thought East could have set the contract by two tricks.

# The Committee:

Fully agreed with the Director's decision and focused instead on the issue of the deposit. The fact of forgetting a part of the system does not release one from correctly explaining it. West is entitled to the same information that North has provided to East. A small error in the play, such as the one that East has made, does not diminish East/West's right to a score adjustment if there has been consequential damage to West. At a European Championship, a player should not appeal a ruling simply because he doesn't understand it. The Committee felt that the deposit ought to have been forfeited. Nevertheless, the Committee decided to return the deposit but publish the Appeal. Future appellants are advised that the generosity will not continue.

# The Committee's decision:

Director's ruling upheld.

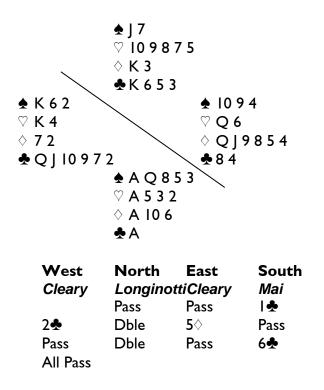
Appeal No. 4 Italy v Ireland

#### Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Grattan Endicott (England), Steen Møller (Denmark)

#### Mixed Pairs Qualifying Session 2

Board I. Dealer North. None Vulnerable.



#### Comments:

1 strong, 2 natural, but if 1 is natural, 2 shows spades and diamonds

**Contract:** Six Clubs, played by South

Result: 8 tricks, NS -200

#### The Facts:

East had not noticed an alert on  $1 \oplus$  and consequently explained  $2 \oplus$  as diamonds and spades.

Ruled that it is the alerter's responsibility to make certain that his alert is noticed by his screen-mate. Therefore East was not an offender.

## **Ruling:**

**Result Stands** 

## **Relevant Laws:**

Regulation 11.4: It is the obligation of the player making an "alert" to ensure that his screenmate has noticed that an alert has been made.

# North/South appealed.

Present: All players

# The Players:

North told the Committee, in Italian, that he had shown the alert card in the middle of the tray. He thought East had assumed that he had been asking about the meaning of  $2\clubsuit$ . South explained that she had bid  $6\clubsuit$  (a suit bid naturally on her left) in order to have partner pick a slam.

When asked by the Committee, North explained that there had not been eye contact. The Convention Card was on the table, and he had said "strong club, 5-card majors" at the beginning of the table. North also told the Committee he had said "maximum 7 points, 0-2 controls" as an explanation of his Double.

East did not remember hearing "strong club" with the "5-card majors". She usually checks the Convention Card in order to find out about the NT-range. She had not heard anything about controls or she would have realized the  $I \clubsuit$  had been strong. She had not known about the strong club until after the Director had arrived.

East had wondered a bit when looking at her own 6-card diamond suit.

When asked, West told the Committee that he had known the opponents were playing strong clubs.

The Director finally explained his ruling by saying that East had been very consistent in stating there had been no alert, and that the obligation rests on North to ascertain that the alert was noticed. It had been clear to the Director that East had not seen the alert.

# The Committee:

Found that North had gone to great lengths to alert  $I \clubsuit$ ; indeed to such lengths that East's failure to notice the alert was her fault and not North's (or to put it more simply: North DID alert South's  $I \clubsuit$  bid).

Furthermore East should have known the basics of North/South's system, or at least should have checked before explaining the meaning of  $2\clubsuit$ .

The Committee decided to rule misinformation from East to North. If North realizes  $2\clubsuit$  is natural, he will not pass  $6\clubsuit$ .

## The Committee's decision:

Score adjusted to  $6^{\circ}$  by South, one down, NS -50

#### **Deposit:** Returned

#### Note:

North/South are not entitled to any more adjustment. There had been no infractions causing South to bid 6. East's 5 $\diamond$  has to be considered a misbid, caused by her misapprehension of the meaning of 2. but that is not an infraction.

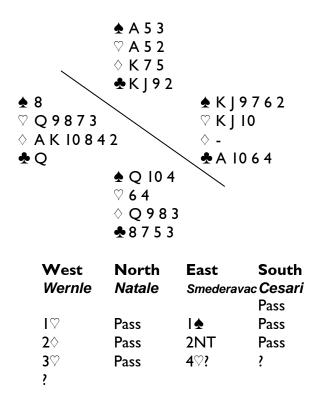
Appeal No. 5 Italy v Austria

## Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Grattan Endicott (England), Steen Møller (Denmark)

# Mixed Pairs Qualifying Session 2

Board 11. Dealer South. None Vulnerable.



# Comments:

I  $\heartsuit$  and 2 $\diamondsuit$  canapé-style (strong clubs), 2NT Game Forcing

**Contract:** Three/Four Hearts, played by West

## Lead: 🛧2

**Result:** 12 tricks, NS -230 or -480

## The Facts:

At the end of the play, a discussion arose as to the contract. North/South thought the contract was  $3^\circ$ , East/West thought it was  $4^\circ$ .

## The Director:

Noted that the whole room had played 4% and ruled that this was also the case at this table.

#### Ruling:

Score set at NS -480

## North/South appealed.

**Present:** All players

#### The Players:

North stated that he could not remember whether there had been a  $4^{\circ}$  bid. At the end of the play, he wrote down  $4^{\circ}$  and -480, but South corrected this to -230. According to North, West had also said that the contract had been  $3^{\circ}$  at this time.

South could not recall seeing a 4 $\!\!\heartsuit$  bid, but neither could she recall having made a final pass on 3 $\!\heartsuit$ .

East was certain that she had bid 4°.

All players were asked, in turn, "what happened to the bidding tray after  $3\heartsuit$ ?".

East said it went Pass - 4°. She was asked if she had pushed the tray back and replied "No, that is North's responsibility." She also remembered asking North to end the auction with a final pass, which, according to her, he did by removing his bidding cards.

North said it went Pass - Pass, and East picked up her bidding cards.

South said the tray came back without the bidding cards, indicating that the auction had ended. "But you still had a bid?" - "Yes, but I was passing anyway". West said he remembered nothing.

## The Committee:

Ruled that the more likely version of events was that East, after some pause for thought (considering to play  $4^{\circ}$  or something stronger), made the mistake of "passing" by picking up her bidding cards. Thus the final contract was  $3^{\circ}$ .

## The Committee's decision:

Director's ruling overturned. Score set at -230.

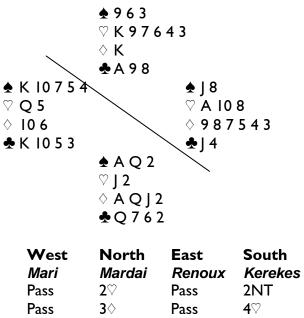
# Appeal No. 6 Hungary v France

# Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Grattan Endicott (England), Steen Møller (Denmark)

# Mixed Pairs Qualifying Session 2

Board 20. Dealer West. All Vulnerable.



All Pass

## **Comments:**

2 $\heartsuit$  weak, 3 $\diamondsuit$  showed a singleton

**Contract:** Four Hearts, played by North

**Lead:**  $\Diamond$ 3

## Play:

East took the second trick with the  $\heartsuit A$  and returned a diamond.

Result: 10 tricks, NS +620

## The Facts:

East called the Director complaining that she had not seen an alert on 3. If she had known North was showing a singleton, she would not have led and returned a diamond.

Considered that it is North's responsibility to make sure that East had noticed the alert.

# Ruling:

Score adjusted to 4°-1, NS -100

# **Relevant Laws:**

Law 75A, 40C, 12C2

Regulation 11.4: It is the obligation of the player making an "alert" to ensure that his screenmate has noticed that an alert has been made.

# North/South appealed.

**Present:** All players and a Hungarian translator.

## The Players:

North presented, by mouth of the translator, a prepared statement including:

- There had been an alert;
- East had not seen it and had not asked any questions;
- The contract had not been made because of the lead but because of the rising with the  $\heartsuit A$ ;

- East should have realized, at the latest before her second lead, that  $3\diamond$  could not have been natural.

When asked direct questions, North answered that he had alerted, that he had not watched his screen-mate to make certain that she had noticed, and that 30 showed a good suit and any singleton.

West spoke for East, stating that North had alerted 2NT by knocking on the table, but that  $3\diamond$  had not been alerted in a similar way. East had misguessed the situation, hoping for a singleton diamond with partner, but she could not have misguessed it if she had been told about the singleton.

When asked what she thought 30 could have meant, East replied that it could have been some strength in diamonds.

# The Committee:

Found that it was proven that North did not ascertain that East had noticed his alert. If East had noticed the alert, she might have asked for the meaning and not defended in the same manner.

# The Committee's decision:

Director's ruling upheld.

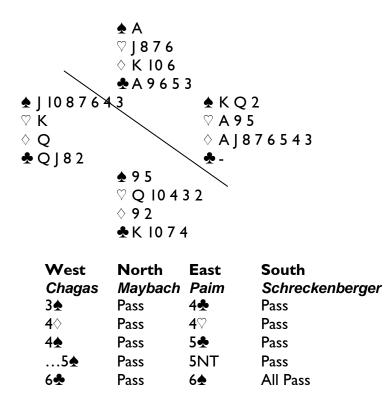
## Appeal No. 7 Germany v Brazil

# Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Grattan Endicott (England), Steen Møller (Denmark)

# Mixed Pairs Semi-final "A" Session I

Board 12. Dealer West. North/South Vulnerable.



# **C**omments:

44, 4 $\diamond$ , 4 $\heartsuit$  and 54 were cue-bids, 5NT ace-asking

**Contract:** Six Spades, played by West

Result: 12 tricks, NS -980

## The Facts:

The hesitation on  $5^{\text{A}}$  was not disputed and lasted apparently some 2 minutes.

West told the Director he was unsure as to whether clubs had been shown naturally, which is why he was hesitating between bidding  $5 \pm$  and  $6 \pm$ .

East stated she had been going to  $6 \clubsuit$  or  $7 \clubsuit$  from the beginning.

Consulted with other Directors and players and ruled that passing  $5 \pm$  was a Logical Alternative.

**Ruling:** Score adjusted to 5**±**+1, NS -480

# **Relevant Laws:**

Law 16C

# East/West appealed.

## Present: All players

# The Players:

West explained that his pause had not influenced his partner, who was going to  $6 \triangleq$  or  $7 \triangleq$  anyway. His fear had been that she had held real clubs, and therefore milder support for spades. If he had bid  $6 \clubsuit$ , he was afraid she might think he had better spades than that. West did not believe this  $3 \clubsuit$  opener was a good one. There was nothing on their Convention Cards about the style, but he certainly did not consider this as a maximum  $3 \clubsuit$ . East stated that when partner replied with a cue-bid in diamonds, she was looking at a number of diamond tricks and a contract of six spades, seven if partner held the  $\bigstar$ A. 5NT had been an invite to seven, asking about aces at the same time. With the  $\bigstar$ A, West would have bid  $7 \bigstar$ .

East knew nothing about the Hearts, just the control in diamonds.

North/South had nothing to add, except to say that with a small doubleton in Hearts, the  $5 \pm$  bid would have come sooner.

# The Committee:

Agreed that Passing 5<sup>th</sup> was a Logical Alternative. The hesitation suggested going forward.

## The Committee's decision:

Director's ruling upheld.

## **Deposit:** Forfeited

**Note:** Although East stated that she was "going to 6 or  $7 \pm$  anyway", this is a misanalysis of the hand. If West has the A and a singleton diamond (as shown by the earlier cue-bid) then 6 (or 7) $\pm$  is a good contract. But without the A,  $6 \pm$  is a very poor contract unless West has a Heart control.

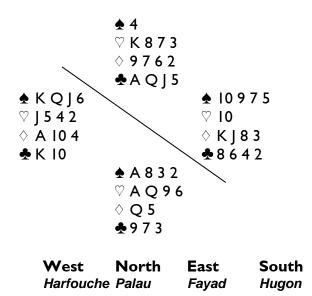
# Appeal No. 8 France v Lebanon

## Appeals Committee:

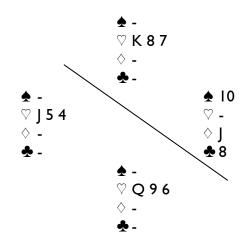
Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Grattan Endicott (England), Steen Møller (Denmark)

# Mixed Pairs Semi-final "A" Session 2

Board 9. Dealer North. East/West Vulnerable.



**Contract:** Two Spades doubled, played by East (bidding immaterial) **Play:** Immaterial, North/South taking five out of ten tricks, final position:



# The Facts:

The lead is in dummy, and when the Director arrives at the table, the following cards have apparently been played:  $\heartsuit 4$ ,  $\heartsuit 7$ ,  $\Diamond J$ .

North tells the Director that East had asked to change her play of the  $\Diamond J$ , to which he had replied no. The Director confirms that the  $\Diamond J$  cannot be changed and the result is noted as  $2 \bigstar X-1$ , NS +200.

Ten minutes later, East calls back the Director, saying that in fact, she had lead the  $\Diamond$ J, out of turn, and had asked to change it because she realised she was in dummy.

# The Director:

Did not see any reason to change his initial table decision.

# Ruling:

Result Stands at NS +200.

# **Relevant Laws:**

Law 45B, 55

# East/West appealed.

**Present:** All players

# The Players:

East stated she had not called for a Heart from dummy. She was emotional and all the cards appeared at the same time. She had thought she was in hand and she wanted to cash her tricks.

West told the Committee that he never touched any of his hearts. He does not know how the  $\heartsuit$ 4 came to be detached from the other hearts, which was the position the Director found it in when he came to the table. West confirmed that his partner had not asked for any heart.

North insisted that the  $\heartsuit$ 4 had been detached, and that he had played his  $\heartsuit$ 7 on it. The  $\diamondsuit$ J had appeared after this, and then East had asked to change that. North could not recall that East had called for a Heart.

South confirmed that the three cards were visible, but she did not hear a call for a Heart. When asked why she did not claim, West replied that she simply wanted to take her tricks.

# The Committee:

Pointed out that all four versions confirmed that there had not been a call for a Heart. According to Law 45B, the  $\heartsuit$ 4 has not been played. That leaves a number of irregularities: North's play out of turn to a trick that never started, and East's lead out of turn from the wrong hand. In any case however, this leads to East gaining all three tricks.

# The Committee's decision:

Score adjusted to  $2 \pm X =$ , NS -670.

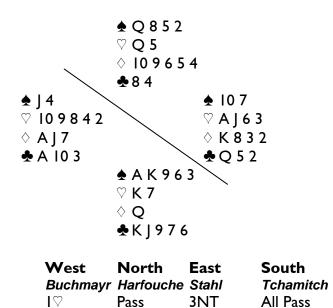
# Appeal No. 9 Lebanon v Austria/Germany

# Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Grattan Endicott (England), Steen Møller (Denmark)

# **Open Teams Round-Robin Round 3**

Board 28. Dealer West. North/South Vulnerable.



## Comments:

Five card majors, 3NT systemically showed fit (3-cards), no singleton, and 11-14

**Contract:** Three No trumps, played by East

Result: 7 tricks, NS +100

## The Facts:

West had forgotten the agreement about 3NT. South called the Director after play had ended. He said he would have called  $4 \pm$  if he had known 3NT showed a fit.

Noted that the Convention Card indeed mentioned the 3NT call as showing a fit and ruled that South had been misinformed.

The Directors consulted among themselves and asked a number of expert players, only a small minority of which would have acted over 3NT.

# Ruling:

**Result Stands** 

# **Relevant Laws:**

Law 75A, 40C

# North/South appealed.

Present: All players except North

# The Players:

South explained that even with the explanation he received, he had still wanted to bid. He had thought about it for two minutes (West confirmed this pause). If there is a fit, there is less chance that he would be doubled, and more chance of some spade fit with partner. If there is no fit in East/West, a call of  $4 \pm$  is much more dangerous. When asked if he might have waited for the second round, South said he wouldn't have. Nor would he have tried showing his second suit, since he could not risk his partner playing the contract and getting a lead through his  $\Im K$ .

South also pointed out that he had noticed that East/West were aggressive bidders. He tried to show some previous action, but it turned out his memory was wrong, since this was only the third board and his recollection was also based on later actions. East/West's convention card did contain the information that they were aggressive openers.

West explained the error. This was the first tournament they played together and they had had only one hour of discussion before play started.

# The Committee:

Asked the Director about his consultation. He had asked 5 players what they would have done after  $I\heartsuit$ -Pass-3NT showing fit, and one of them had wanted to bid.

The Committee noted however that this is not the only important element. The fact that this player had wanted to call regardless of the information was revealing. Any chance he had of bidding had been taken away from him.

The Committee felt that there was no reason to believe that South would always bid and decided to weight the scores, saying that South would bid  $4\frac{1}{2}$  half of the time. It was decided not to cloud the issue by adding some weight of  $4\frac{1}{2}$  going down, since the bidding strongly suggested that South would get the club position right.

# The Committee's decision: Score adjusted to Both sides receive: 50% of 4♠= by North (NS +620) plus 50% of 3NT-2 by West (NS +100)

# **Deposit:** Returned

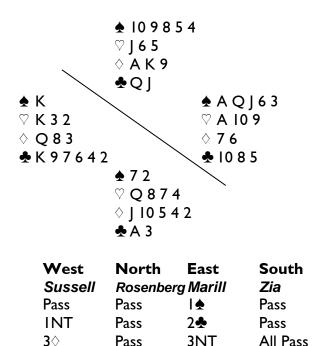
Note: the result at the other table was +140 (3♠=) so the final result on the board was: 50% of +10 IMP plus 50% of -1 IMP or +4.5 IMP to the team of North/South, rounded to +5 IMP (in favour of the non-offending side) Appeal No. 10 USA v France

## Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Grattan Endicott (England)

# **Open Teams Round-Robin Round 6**

Board 16. Dealer West. North/South Vulnerable.



**Contract:** Three No trumps, played by West

Lead: Five of Hearts

## Play:

Heart to Queen and King, Heart to the Ten,  $\clubsuit10$  for the Ace,  $\bigcirc$ JQK, Spade

Result: 11 tricks, NS -660

# The Facts:

Three Diamonds showed a club fit, but East had forgotten this and had just shrugged and said "natural" to North. North called the Director after the play, stating that if he had known the meaning of 3, he would have continued Diamonds.

Considered that a strong player ought to get the defence right and ruled he had not been damaged by the Misinformation.

Ruling:

Result Stands

Relevant Laws: Law 75A, 40C

# North/South appealed.

Present: All players

# The Players:

North explained why he had defended as he did. If  $3\diamond$  is natural then there are no more than three diamond tricks available. The only chances are for declarer to misguess the clubs. North realized that West had a club fit, but he could be void in spades. North could not see how to defeat the contract if  $3\diamond$  is natural. If on the other hand  $3\diamond$  shows a club fit, it is easy to continue Diamonds.

West explained that he had given the correct explanation and that East had been mistaken.  $3\diamond$  is what the French call an "annonce de rencontre", showing a good fit.

West said that he did not see how the contract could have been defeated with the Spade return.

# The Committee:

Agreed with the Directors that North's defence had not been optimal. However, with a correct explanation, the defence is very easy. In such cases the misplay has to be very bad in order not to warrant adjustment. In the eyes of the Committee, this was not the case.

## The Committee's decision:

Score adjusted to 3NT-2, NS +200

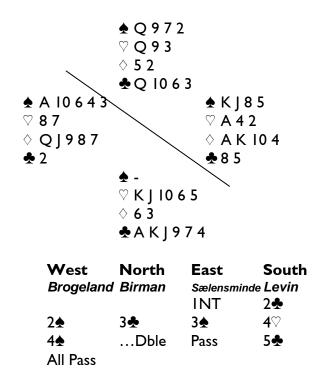
Appeal No. 11 Israel v Norway

#### Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Grattan Endicott (England), Steen Møller (Denmark)

#### **Open Teams Round-Robin Round 6**

Board 26. Dealer East. All Vulnerable.



#### **Comments:**

2 = 4 clubs and 4 of a Major, 2 = 100 non-forcing

**Contract:** Five Clubs, played by South

Result: 10 tricks, NS -100

#### The Facts:

West called the Director after the call of  $5\clubsuit$ . He had noticed that the tray had returned with the Double after some delay.

Considered that the Director had been called Established that the tray had returned after something like 30 seconds and ruled there had been unauthorized information. The Director consulted 3 experts, two of whom passed with the South hand. Therefore Pass was a Logical Alternative.

## Ruling:

Score adjusted to  $4 \pm X =$ , NS -790

## **Relevant Laws:**

Law 16, 12C2

# North/South appealed.

## Present: All players

## The Players:

North disagreed completely with the hesitation. North had prepared his bid, and executed it in very normal tempo. North explained that 2<sup>♣</sup> showed only 4 clubs, so his 3<sup>♣</sup> also showed 4, possibly 5. That meant that South would always be pulling the Double.

South explained that West had thought for a long time about his call of  $2\frac{1}{2}$ , but had bid  $4\frac{1}{2}$  almost immediately. South concluded that  $4\frac{1}{2}$  would be a good contract and he decided to bid  $5\frac{1}{2}$ . South also stated that the hesitation had not been of the order of 30 seconds.

West told the Committee that he had asked South to agree to the hesitation even before he called the Director. South had said "yes". With  $2\clubsuit$  and  $4\heartsuit$ , South had shown his hand and he should allow his partner to make the decision alone. West also commented on the awarded score, saying that 11 tricks were available in  $4\clubsuit$ X. The Director commented that one expert had said that with a club lead and return 11 tricks was very difficult to get.

West was asked how long, relatively speaking, it had taken for the tray to come back in the two important rounds (3 - 3 + 1). West could not remember.

## The Committee:

Decided that while there had been a break in tempo, it had not been a significant one. This meant that there had been no unauthorized information and thus no reason to adjust the score.

## The Committee's decision:

Original table result restored

**Deposit:** Returned

Note: Appeal 13 was about the same board

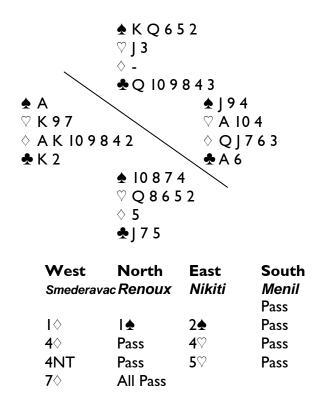
Appeal No. 12 France v Austria

# Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Grattan Endicott (England), Steen Møller (Denmark)

# Women's Teams Round-Robin Round 5

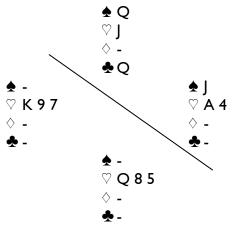
Board 15. Dealer South. North/South Vulnerable.



**Contract:** Seven Diamonds, played by West

Lead: King of Spades

Play: seven rounds of diamonds and two rounds of clubs, leaving this position:



Declarer (West) played the  $\heartsuit7$  to the Ace and the  $\heartsuit4$  to the King.

Result: 12 tricks, NS +50

# The Facts:

West called the Director after the play. According to her, North had hesitated with the singleton  $\heartsuit$ J. North denied this.

# The Director:

Could not establish to his satisfaction what had really happened, and allowed the result to stand, noting that in order for a score adjustment, there has to be some amount of intentionality.

Ruling: Result Stands

Relevant Laws: Law 85B, 73F2

# East/West appealed.

Present: All players

# The Players:

West told the Committee that she knew that North had the  $\mathbf{\Phi}\mathbf{Q}$ , but she did not know who held the  $\mathbf{\Phi}\mathbf{Q}$ . She had noticed a very clear hesitation on the  $\heartsuit$ J, and had therefore played North for a second heart.

North stated, in French, that she had not hesitated, that she had made an error in baring the heart rather than throwing the  $\clubsuit Q$ , and that she had used consistent timing. If West had noticed something, that is her own problem, but North had not hesitated.

# The Committee:

Decided that in all probability, West had been looking very hard for any clues, and had perceived a small hesitation where there had been none. The Committee saw no reason to overturn the Director's table decision.

# The Committee's decision:

Director's ruling upheld.

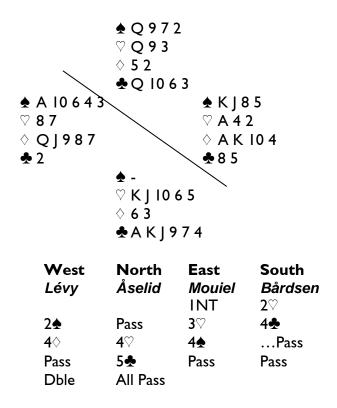
Appeal No. 13 Norway v France

## Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Grattan Endicott (England), Steen Møller (Denmark)

## **Open Teams Round-Robin Round 6**

Board 26. Dealer East. All Vulnerable.



# Comments:

3<sup>°</sup> showed Spade support

**Contract:** Five Clubs doubled, played by South

Result: 10 tricks, NS -200

## The Facts:

The Director was called after the auction, with the screen already open. The Director closed it again and asked both sides separately. The hesitation before the pass on 4<sup>±</sup> was agreed upon by all four players. A time span of five minutes was mentioned but this was obviously an exaggeration.

Consulted with a number of expert players and with other Directors and discovered that some players would pass with the North hand. That made Pass a Logical Alternative and this meant that North was not allowed to bid  $5\clubsuit$ .

# **Ruling:**

Score adjusted to 4♠=, NS -620

Relevant Laws:

Law 16A, 12C2

# North/South appealed.

**Present:** All players

## The Players:

North confirmed that there had been a hesitation. He considered his call of  $5\clubsuit$  as being obvious.  $4\clubsuit$  showed at least 11 cards in hearts and clubs, and there would be no way he would be able to get 4 tricks in a Spade contract. But because of the double fit, he saw at least 9 tricks in clubs. North pointed out that in the other room, they had also bid  $5\clubsuit$ , in a very different position even. North/South did not play any convention enabling them to show two-suiters (except majors) after INT.

East/West had nothing to contribute.

## The Committee:

Agreed with North that  $5 \clubsuit$  was a sensible bid.

The Committee asked the Director who he had consulted and what they had said. Several players would actually pass, and even among those that would have bid 5<sup>th</sup>, some would also seriously consider passing. That made pass a Logical Alternative.

The Committee had to consider whether the pause actually suggested bidding  $5\clubsuit$  rather than passing, and a majority on the Committee thought it did. That made bidding  $5\clubsuit$  illegal under Law 16.

## The Committee's decision:

Director's ruling upheld.

**Deposit:** Returned

Note: Appeal II was about the same board

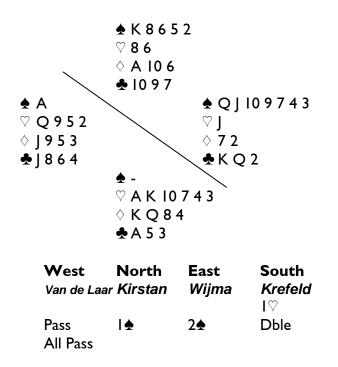
# Appeal No. 14 Denmark v Netherlands

# Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Jean-Paul Meyer (France)

## Women's Teams Round-Robin Round 8

Board 27. Dealer South. All Vulnerable.



**Contract:** Two Spades doubled, played by East

Lead: Ace of Hearts

Play: second trick was a small heart to the Queen

Result: 9 tricks, NS +870

## The Facts:

Two Spades was not alerted by East to North, and obviously intended as natural. West did not have time to alert the call, as South immediately asked about its meaning. West said that she believed it to be for the minors. South then doubled, intending it to be a penalty on one of the indicated suits, but North interpreted it as showing points (probably 15-17 balanced, as they played a weak INT), and passed. North/South called the Director after the board, to complain about the different explanations.

Found no evidence of the veracity of either explanation on the Convention Card and ruled that North/South had been misinformed. He decided to award the result found most commonly around the room.

# **Ruling:**

Score adjusted to 4°-1, NS -100

# **Relevant Laws:**

Law 75A, 40C, 12C2

## East/West appealed.

Present: All players

## The Players:

West stated that she had not said "minors" but "I suppose minors".

East said that they did not really have a partnership agreement. She thought it was just logic that said the Spades had to be natural, but they did not even have an idea about the difference between  $2^{\circ}$  and  $2^{\circ}$  in this position. They had been playing together regularly for one year.

South stated that she had asked what 2<sup>+</sup> meant, and that West had answered "the minors". South had then doubled and West had added "I think", but this was too late for her to change her Double.

North explained that she believed the Double to indicate a balanced hand of about 15-17, since they play weak NT. She agreed to play the contract, of course.

# The Committee:

Concluded that if the players don't know what the system is, the Director cannot rule anything but Misinformation. It is clear that with consistent explanations, the final contract will not be  $2 \pm X$ .

The Committee felt however, that the Director should have made a little more effort in deciding upon the score adjustment. Certainly a final contract of  $3^{\heartsuit}$  should have been considered. As it was East/West who appealed, and not North/South, the Committee decided not to change the Director's ruling.

The Committee concluded by saying that the appeal lacked any merit, but decided to return the deposit because it was not clear that East/West had fully understood the reasons for the ruling.

# The Committee's decision:

Director's ruling upheld.

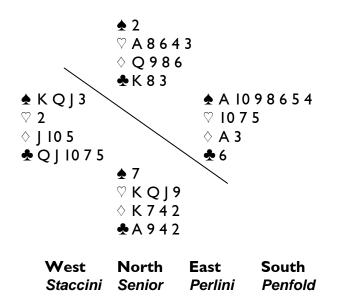
# Appeal No. 15 England v San Marino

## Appeals Committee:

Steen Møller (Chairman, Denmark), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Jean-Paul Meyer (France)

# Women's Teams Round-Robin Round 8

Board 24. Dealer West. None Vulnerable.

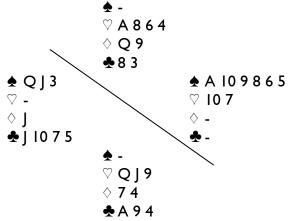


**Contract:** Four Spades, played by West (bidding immaterial)

**Lead:** Six of Diamonds

# Play:

Diamond for the Ace,  $\bigstar K$ ,  $\bigstar Q$  to  $\bigstar K$ ,  $\Diamond$  to  $\Diamond K$ ,  $\heartsuit K$ , at which point the situation has become:



South now tried cashing the  $\heartsuit Q$ , and West put the  $\diamondsuit J$  on the table. At this point the Director was called.

## The Director:

Heard the statements by the players.

North and South stated that the  $\Diamond$ J had been played. According to them, Declarer had pointed the card towards dummy, indicating that she intended to ruff it.

West asked for an Italian translator, through which she explained that her intention had been to claim all tricks, including a diamond ruff.

The Director had all four players show him how the card was held, and concluded it had to be considered played.

Ruling: 9 tricks, NS +50

## **Relevant Laws:**

Law 45C2

## East/West appealed.

**Present:** All players

# The Players:

West explained to the Committee, in Italian (which was translated - quite competently and correctly - by North), that she had wanted to claim. She had indeed shown the  $\Diamond J$ , but she had added "I ruff that in dummy" and "All are mine", apparently in Italian at the table. South could not recall hearing anything, and she would not have understood anything anyway, as she did not understand Italian. North had not heard anything. Both confirmed that the  $\Diamond J$  was pointed at the trump suit in dummy.

North hypothesized that West had thought the  $\Diamond Q$  had been played and had been following suit. When asked about this, West stated she had clearly noticed it had been the  $\heartsuit Q$  which was lead.

The Committee asked West why she had not claimed immediately after the  $\heartsuit K$ , but she could not give any answer to this.

# The Committee:

Considered that West had not done any of three things which would have made the Director rule in her favour:

- she had not claimed immediately after the play of the  $\heartsuit K$ , at which time her claim would have been accepted;

- she had not claimed by showing her complete hand, with or without a statement (even in Italian);

- she had not claimed by showing just two trumps from her hand with which she could ruff the remaining heart losers on the table;

That left the Director, and the Committee, with no option but to rule that she had not claimed, and that the  $\Diamond$ J had been played to the current trick.

# The Committee's decision:

Director's ruling upheld.

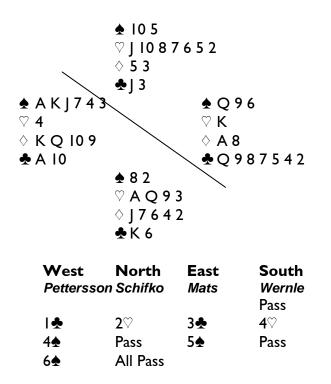
# Appeal No. 16 Austria v Sweden

### Appeals Committee:

Jean-Paul Meyer (Chairman, France), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Grattan Endicott (England)

# Open Teams Swiss "B" Round I

Board 15. Dealer South. North/South Vulnerable.



#### **Comments:**

I ♣ strong, 3♣ natural, forcing

**Contract:** Six Spades, played by West

Lead: Three of Diamonds

Result: 12 tricks, NS -980

#### The Facts:

North called the Director five boards after this one had been played. He had asked, before leading, whether 5<sup>th</sup> asked for a heart cue-bid. East had answered "maybe". North had now played West for a void in hearts and had lead diamonds.

Decided that North had to make a choice and that he had done so. There was no damage.

#### **Ruling:**

Result Stands

#### **Relevant Laws:**

Law 75A, 40C

#### North/South appealed.

Present: All players except West.

#### The Players:

North explained that he had to choose what to lead. He knew his partner had 4 hearts and so it was risky to lead a heart, in case declarer had a void there. He himself would have bid  $5^{\circ}$  with the East hand and  $5^{\bullet}$  with a hand containing 2 hearts, and he had asked East if they also played it that way. The reply had been "maybe". Later East/West had referred to it as "invitational".

East confirmed that North had asked if  $5 \pm$  had been "asking for heart stopper", and that he had replied "maybe". He had indeed explained later that he had intended it as a simple invitation.

#### The Committee:

Felt that North had missed the correct lead and had attempted to get it back from the Director and the Committee. The appeal fell a long way short of the expected standard.

# The Committee's decision:

Director's ruling upheld.

**Deposit:** Forfeited

# Appeal No. 17 Special meeting

### Appeals Committee:

Steen Møller (Chairman, Denmark), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Grattan Endicott (England), Jean-Paul Meyer (France)

# Open Teams Swiss, Women's and Senior Teams Round-Robin

Decision of the Chief Tournament Director After consultation with the Appeals Committee

During the second session of teams' matches of Sunday 22 June, several matches were affected by misduplicated boards. Some matches played 4 or 5 fouled boards, in some matches all boards were affected.

These matches will be either replayed or completed.

The completely affected matches will be completely replayed and scored as normal. In the partly affected matches a number of boards will be played to complete 10 boards. The results of the unaffected boards and the new boards will be added to make up one match of 10 boards, scored as normal.

These matches will be played at the following moments:

- for the Women's series: today at 16.30
- for the Senior series: today at 18.15
- for the Open Swiss: today at 20.00

For the Open Swiss, all affected matches are provisionally scored 15-15 for seating purposes.

Additional decisions by the Appeals Committee:

- Partly affected matches must be completed with the original line-up (barring exceptional circumstances); complete matches are free to line-up

- If both captains agree and communicate that decision to the CTD before 16.30, the extra match need not be played and the result will be 15-15. This decision is not valid for the Women's series for which the round-robin has meanwhile ended.

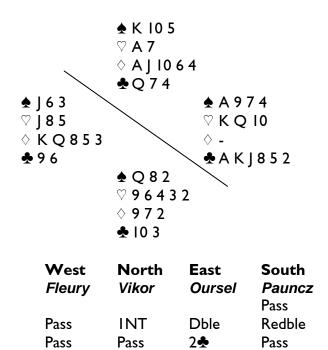
# Appeal No. 18 Hungary v France

#### Appeals Committee:

Steen Møller (Chairman, Denmark), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Grattan Endicott (England)

#### **Open Teams Swiss "B" Round 4**

Board 11. Dealer South. None Vulnerable.



#### **Comments:**

INT: 15-17; Dble: Major & Minor

**Contract:** Two Spades, played by East

2♢

2♠

All Pass

Lead: Two of Diamonds

Pass

Result: 7 tricks, NS +50

# The Facts:

The Double was correctly explained at both sides of the screen as showing a Major and a Minor, but the redouble was explained differently. South told West it was a Scramble, the start of an escape sequence. North told East it showed points (8+). East called the Director at the end of play and stated he would have passed if he had received the explanation that South was weak. North told the Director that they indeed played Scramble after a penalty double, but that the redouble was strong if the double was conventional.

# The Director:

Examined the Convention Card of North/South, and could not find evidence of the differing uses of the Redouble. The Director chose however to believe North/South, on the basis of Bridge Logic.

Ruling: Result Stands

# **Relevant Laws:**

Law 75A, 40C

# East/West appealed.

**Present:** All players

#### The Players:

East repeated what he had told the Director. If he had known that South was weak, he would have passed.

West was asked if he would have done anything differently if he had been told the Redouble showed points. He would not have.

The Committee pointed out to East that if South had held 8 points, his partner was left with nothing, yet he had wanted to compete. East had no comment to this.

North/South had nothing to add.

### The Committee:

Considered that nothing had been added to the case as presented to the Director. East/West did not question the conclusion that North had given East the right explanation. Therefore, there was no reason to overturn the Director's decision. East is not entitled to the real contents of South's hand, only to the agreements concerning the calls. The Director had decided that East had received this information and the Committee saw no reason to change that decision. The Committee considered that the Appeal lacked merit, but decided to return the deposit anyway, because the Director had ruled in favour of the possibly offending side without the amount of evidence normally needed for such rulings.

# The Committee's decision:

Director's ruling upheld.

The Director is advised to consider a penalty or at least a warning for the faulty Convention Card.

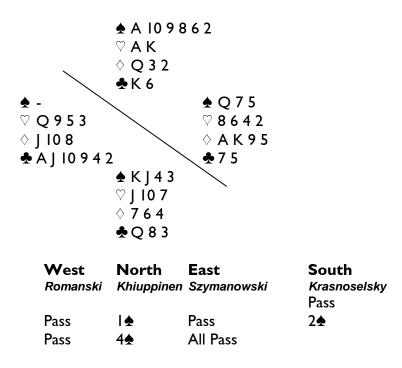
Appeal No. 19 Russia v Poland

#### Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Grattan Endicott (England), Steen Møller (Denmark)

# Open Teams Round of 16

Board 3. Dealer South. East/West Vulnerable.



**Contract:** Four Spades, played by North

**Lead:** Ace of Diamonds

#### Play:

Ace, King and nine of Diamonds

At this point, North apparently showed his cards, suggesting a claim, which he immediately retracted. He then played the Ace of Spades. East/West called the Director.

Asked North to show him what he had done. He had shown his cards and retracted them. The Director ruled that there had been a claim, which was faulty.

Ruling: 9 tricks, NS -50

Relevant Laws:

Law 68A

# North/South appealed.

Present: All players and a Russian translator

# The Players:

North told the Committee that he thought he had the Queen of Spades himself. When he showed his cards, he saw that was not true.

East stated that he had been the one who had showed intrest in the claim. After all, when holding three trumps to the Queen, it is a little surprising to see a claim.

North told the Committee that he had started from the Ace because he had played East for three cards in diamonds, so more room for the Spades. He had not said anything with his claim.

West added that North had clearly showed his cards. He had seen them even from the other side of the screen, but had retracted it very quickly.

When asked why he had played on, East said he hadn't, really. After the cashing of the A the play was effectively over.

# The Committee:

Saw no reason to change the decision of the Director.

# The Committee's decision:

Director's ruling upheld.

**Deposit:** Forfeited

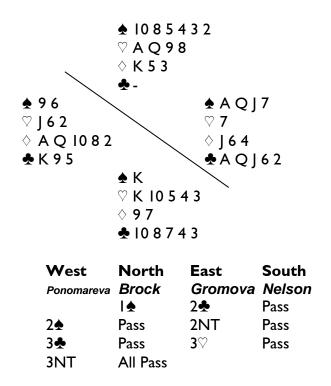
# Appeal No. 20 England v Russia

### Appeals Committee:

Steen Møller (Chairman, Denmark), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Jean-Paul Meyer (France)

# Women's Teams Round of 16

Board 9. Dealer North. East/West Vulnerable.



**Contract:** Three No trumps, played by East

Lead: King of Spades

Result: 9 tricks, NS -600

# The Facts:

East had alerted  $3^{\circ}$  and explained it as a cue-bid. West had not alerted it. South called the Director at the end of the hand and told him she would have lead a Heart if she had received a correct explanation of the bid of  $3^{\circ}$ .

Asked South whether she had asked anything about the  $3^{\circ}$  (she hadn't, because it had been not alerted), and ruled that South had not been damaged by the failure to alert.

# Ruling:

**Result Stands** 

# **Relevant Laws:**

Law 75A, 40C

# North/South appealed.

**Present:** All players and the Captain of North/South

# The Players:

South said she had not lead her own suit, but rather her partner's because  $3^{\circ}$  had not been alerted and she had assumed it to be natural.

North told the Committee that East had alerted  $3^{\circ}$  and had explained it as a mixed control, also denying the diamond control. East confirmed that this was the meaning and that this was what she had explained.

West told the Committee that she had simply forgotten to alert. She had realized it was a cue-bid, and that it showed a control rather than asking for a stopper. She had bid 3NT because she had assumed the cue bid was made on an honour, since there were not many points out.

East, speaking for West, pointed out that South had asked a lot of questions but nothing had been asked about 3%. West's English was not as good as her opponent's, and she had great difficulty in explaining, and that may be why she forgot to alert. But she had not forgotten what the bid meant.

# The Committee:

Considered that South had asked many questions but not about the one bid which might have solved the problems she said she had.

The Committee came to the conclusion that the choice of lead is always a guess, either with natural hearts or with a heart cue-bid. There was some discussion regarding the difference between the chances of finding the heart lead with the alternative meanings, but the difference was deemed negligible. The choice does not become much easier with the correct explanation.

The Committee felt that South had not been severely damaged.

# The Committee's decision:

Director's ruling upheld.

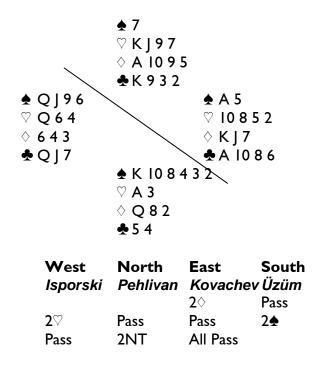
Appeal No. 21 Turkey v Bulgaria

### Appeals Committee:

Steen Møller (Chairman, Denmark), Herman De Wael (Scribe, Belgium), Jean-Paul Meyer (France)

# **Open Teams Knock-Out Round of 16**

Board 18. Dealer East. East/West Vulnerable.



**Contract:** Two No trumps, played by North

Result: 7 tricks, NS -100

# The Facts:

This happened during four extra boards in an originally tied match of the Round of 16, and occurred almost two hours after the normal end of play.

The appeal was heard the next morning, half an hour before the start of the Quarter Finals, and would determine who would play the next match.

East wanted to open 1 $\diamond$ , but put the bidding card of 2 $\diamond$  on the tray. He only noticed this when the tray came back. He called the Director, who told him that he should correctly explain the meaning of 2 $\diamond$  to his screen-mate (who in the meantime had also received the correct explanation of 1 $\diamond$  and of East's hand).

After the play, North/South complained about two other matters. Wasn't this a psych of a conventional opening bid, which was forbidden in the regulations. And wasn't the opening of  $2\Diamond$  a Brown Sticker Convention (also forbidden in the tournament)?

Gave three rulings:

- I) There was no infraction in the normal play. East had misbid but explained correctly.
- 2) The opening of  $2\Diamond$  was a mechanical error, not a psych.
- 3) The 20 opening was not a Brown Sticker Convention.

### Ruling:

**Result Stands** 

# North/South appealed.

**Present:** All players and both Captains.

# The Players:

North/South, through their captain, explained that they accepted the first and second rulings. They did not feel damaged, but they wanted a review of the decision on the Brown Sticker. East/West presented their Convention Card. They play Strong Club, Five-Card Majors, 14-16 NT, with 2 $\clubsuit$  being natural,  $2^{\heartsuit}/2$  weak 5-card with a minor, and a Multi- $2^{\diamondsuit}$ .

This Multi includes the weak two in a Major, and the 4414, 4405 and (43)15 distributions. The strength of these is not mentioned on the Card, but is explained at the table as being 10-15.

# The Committee:

Based on the regulations as presented to it by the Director, the Committee ruled that the  $2\diamond$  opening of East/West was indeed a Brown Sticker Convention.

There are two different infractions concerning BSC: use of a BSC, and mentioning a BSC on the Convention Card.

The use of a BSC is dealt with by the cancellation of the board in case of damage, and the Committee decided that there was no damage here. The result on the board shall not be cancelled.

That meant that the only infraction that East/West had committed was the one of putting a BSC on the Convention Card. It is up to the Director to apply a penalty for this.

# The Committee's decision:

Director's third ruling overturned.

East/West did in fact have a Brown Sticker Convention on their Convention Card. The Director should apply the appropriate penalty.

#### Note:

This was the second time in the Knock-Out stages of the teams events that this penalty had to be applied (the first time had been in the Round of 32 in the match Reps - Karavainov). The "appropriate penalty" is 1.5 IMPs, which is arrived at as follows: Regulation 7.2.3 of the Conditions of Contest requires the Director to impose a IVP penalty. That translates into 3 IMPs in a Knock-Out event. By analogy with Law 86B, each contestant's score is calculated separately and the average of the two scores is then assigned to both contestants. The team of East/West (team Senior) had originally won the match by 75 IMPs to 73. If a 3 IMP penalty is applied to this, the score for team Senior becomes 75-76. But the penalty does not apply to their opponents (team Turkey) for who the score is still 75-73. In Knock-Out matches, the average is awarded, and this results in a score of 75-74.5 in favour of team Senior.

Meanwhile, however, one Director had understood the decision as being for a full 3 IMPs, and he told team Turkey this. They actually took their seats and started playing the first board of the quarter final, but they were then replaced by team Senior (and the first board was of course redealt).

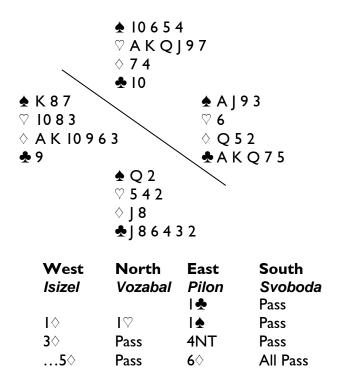
# Appeal No. 22 Czech Rep. v France

### Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Grattan Endicott (England)

# **Open Pairs Qualifying Session I**

Board 18. Dealer East. North/South Vulnerable.



**Contract:** Six Diamonds, played by West

Result: 12 tricks, NS -920

#### The Facts:

North called the Director after the bid of 60. North and East agreed that the tray had taken about one minute to come back with the bid of 50. East explained that although they play Key-card Blackwood, they did not have an agreement that the diamond suit provided the fifth key-card.

Decided to adjust the score.

**Ruling:** Score adjusted to 5\2+1 by West, NS -420

**Relevant Laws:** 

Law 16A, 12C2

# East/West appealed.

Present: All players

# The Players:

East explained that they play Key-card Blackwood only when a trump suit had been agreed. 4NT had been a normal Blackwood. He had wanted to go to seven if he had received two aces. He was confident partner held the  $\Diamond K$  from his  $3 \Diamond$  bid, which was not completely forcing, but very encouraging. He had not agreed trumps with  $4 \Diamond$  because he was not certain if that was forcing. East stated he might have had seven clubs, in which case he would not have been interested in the  $\Diamond K$ . East was asked whether they played Key-card Blackwood over, say, a pre-empt. They did not.

West explained he was not certain if 4NT was Blackwood. He thought it was a general invitation. He had hesitated because he thought about showing his good diamonds.

#### The Committee:

Declared this a classical "hesitation Blackwood" case. West wanted to show his diamond suit, and he indeed did so. One Committee member pointed out that the regulations do provide for some extra lee-way when the bidding enters uncertain waters, but that should not mean a minute over Blackwood. The Committee felt that it was highly unlikely that East would bid a grand slam over a 5<sup> $\circ$ </sup> response. That was further evidence that the bid of 6<sup> $\circ$ </sup> had been influenced by the delay.

# The Committee's decision:

Director's ruling upheld.

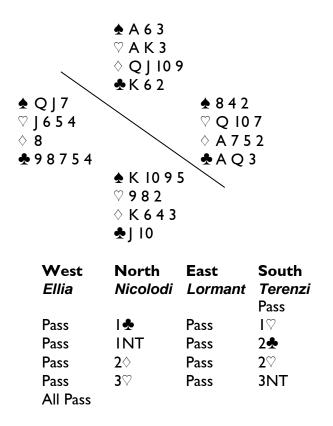
### Appeal No. 23 Italy v France

### Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Grattan Endicott (England), Steen Møller (Denmark)

# **Open Pairs Qualifying Session I**

Board 7. Dealer South. East/West Vulnerable.



#### **Comments:**

I ♣ strong; I ♡ 7+ but no 3 controls; INT balanced - rest see below

**Contract:** Three No trumps, played by North

Lead: Two of Spades

**Play:** East took the third round of diamonds (West discarding clubs) and continued spades. West returned clubs, thereby setting up a ninth trick.

Result: 9 tricks, NS +600

# The Facts:

East/West called the Director at the end of the hand to complain about differing explanations. North had told East that  $2\clubsuit$  was Stayman and that  $2\heartsuit$  showed a five-card suit. West told the Director that South had explained to him that  $2\clubsuit$  was Puppet Stayman and that  $2\heartsuit$  showed spades. South denied having said this.

# The Director:

Could not decide which version to believe but found that the defence had been faulty and ruled that East/West had not been damaged by any possible infraction.

Ruling: Result Stands

**Relevant Laws:** Law 75A, 40C

# East/West appealed.

**Present:** All players

# The Players:

West felt hurt at being called a liar, and repeated that South had told him they played puppet. East repeated that North had told him South had shown five hearts, which is why he did not lead the suit. At his second opportunity, he concluded there was still time to get to the hearts. It was only when his partner did not play the suit that it was too late. West had not played hearts because he believe North to have four of them.

North insisted they did not play Puppet Stayman over this INT (they did over 2NT), and his bidding proved it.

South said he had decided to bid a 3-card suit to detract from a heart lead. If North had held 2344 they would be playing 4° in a 3-3 fit, a risk he was willing to take.

South admitted to having said, at the table and just before the lead, that he had four spades. He meant that he had them, not that he had shown them.

The Director told the Committee that South had not spoken to him about his  $2^{\circ}$  bid being a psych, but that may have been because of language difficulties.

# The Committee:

Did not like the controlled psych by South. There was very little risk to it. Psychs are allowed, but it should not happen too often. Combined with the statement about holding four spades, West was indeed quite confused.

Nevertheless, and after allowing for severe language difficulties (North/South spoke only Italian, East/West only French), the Committee was satisfied that North and South had given correct explanations of the auction (except for South's remark about having four spades). Thus there were no grounds for an adjusted score.

The Committee also decided to apply a procedural penalty to North/South for South's confusing statement concerning the spade holding.

# The Committee's decision:

Director's ruling upheld.

North/South receive a procedural penalty of 25% of the available matchpoints on one board for South's inappropriate and silly remark about holding four spades.

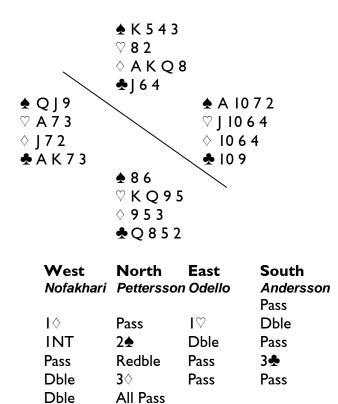
Appeal No. 24 Sweden v Italy

#### Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Grattan Endicott (England), Steen Møller (Denmark)

#### **Open Pairs Qualifying Session 2**

Board II. Dealer South. None Vulnerable.



#### **Comments:**

 $1\diamond$  artificial,  $1\heartsuit$  0-11 any distribution (except 5  $\pm$  5-11)

**Contract:** Three Diamonds doubled, played by North

Result: 7 tricks, NS -300

#### The Facts:

 $I^{\heartsuit}$  was alerted on both sides of the screen, but rather carelessly by East, and North did not see the alert. So North interpreted his partner's double as Take-Out, and the bidding went off the rails.

Reminded East that it is his duty to make certain that his screen-mate notices the alert, and ruled that North had been misinformed. With correct information, North will not bid over INT, but he may well double.

### Ruling:

Score adjusted to INTX= by West, NS -180

# **Relevant Laws:**

Law 75A, 40C, 12C2

#### North/South appealed.

Present: All players

#### The Players:

East confirmed to the Committee that his alert had been insufficiently emphatic and that he had not made sure North had noticed it.

North stated that he would not have doubled INT and asked for the score correction to be brought back to INT undoubled.

#### The Committee:

Agreed with North that it was unreasonable to assume that he would have doubled. The score adjustment ought to reflect that. The Committee altered the Law 12C2 adjustment to reflect that -90 was the likely result.

#### The Committee's decision:

Score adjusted to INT= by West, NS -90

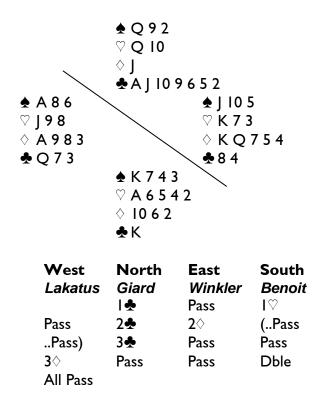
# Appeal No. 25 France v Hungary

### Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Grattan Endicott (England), Steen Møller (Denmark)

# **Open Pairs Qualifying Session 2**

Board 13. Dealer North. All Vulnerable.



#### Comments:

**Contract:** Three Diamonds doubled, played by East

Result: 8 tricks, NS +200

#### The Facts:

East called the Director after the bid of  $3\clubsuit$ . He claimed the tray had stayed on the other side of the screen for some time. North agreed that there had been a hesitation.

Established that the hesitation had been between 30 seconds and one minute long. The Director considered that North could not have deduced that it had been his partner who had been to blame for the hesitation, so he ruled that there had been no unauthorized information.

**Ruling:** Result Stands

# **Relevant Laws:**

Law 16C

#### East/West appealed.

Present: All players

#### The Players:

West told the Committee that he could never have thought over 20. They were vulnerable and partner had not followed in the first round.

East said the same thing. His partner could not have been thinking.

North explained why he had bid  $3\clubsuit$ . He had few chances of being doubled, and he might lift them to  $3\diamond$ . Besides, he had Q10 in partner's suit. It's his style to overbid. North also stated that the hesitation had not been a long one.

#### The Committee:

Considered that the hesitation was not long and that there were no reasons to change the Director's view of the case. Nothing was said that hadn't also been said at the table and the matter shouldn't have been brought to the Committee.

#### The Committee's decision:

Director's ruling upheld.

**Deposit:** Forfeited

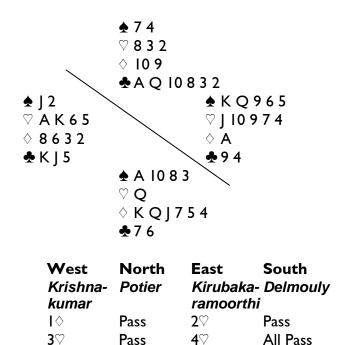
Appeal No. 26 France v India

### Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Grattan Endicott (England), Steen Møller (Denmark)

# **Open Pairs Qualifying Session 3**

Board 12. Dealer West. North/South Vulnerable.



**Contract:** Four Hearts, played by East

Lead: King of Diamonds

#### Play:

 $\Diamond A$ ; spade to the  $\bigstar$ J; trumps.

Result: 10 tricks, NS -420

#### The Facts:

East explained his bid of  $2^{\heartsuit}$  in the way he intended it, as showing 9-10 HCP, 5-5 in the majors. West explained the bid to South as natural, strong, six or more hearts. South called the Director after the hand, complaining that he would have risen with the A and switched clubs, if he had known about the shape and strength of the East hand.

East explained that he had misbid. He had been playing this convention last week, with a different partner. West had given the correct explanation of the bid.

Read the Convention Card of East/West. It did not contain this bid, but the Director concluded that this was consistent with the explanation that it was natural. The Director ruled that South had received the correct explanation of the system played by East/West. There had been no infraction.

Ruling:

Result Stands

# **Relevant Laws:**

Law 40A, 75A

# North/South appealed.

**Present:** All players

#### The Players:

South explained at great lengths that he could not get the defence right with the explanation he received. If East is strong, there are no more points for his partner. But with a correct description of the East hand, South would certainly have put in the A and switched clubs. North added, quite unnecessarily, that his partner was a great player who would certainly get the defence right. North also stated that since East/West had nothing on their Convention Card, should not the Director rule against them?

East explained that he had played with a different partner last week, and that he had played that system then. He had now simply forgotten. They might get a Convention Card to prove all this, and they had system notes for both systems, although not with them at the tournament venue. East and West have been friends for over twenty years, and have played together several times in the past, but have resumed their regular partnership three months ago.

# The Committee:

Examined the Convention Card and found it excellently filled in. The absence of a  $2^{\circ}$  response to  $1^{\circ}$  is no grave omission provided the explanation West provided conforms to their system. South is not entitled to a correct description of East's hand, only to the systemic meaning of it in East/West's system. The Director correctly ruled that South had received this information.

The Committee thought the appeal had no merit, but returned the deposit because East had forgotten his system.

# The Committee's decision:

Director's ruling upheld.

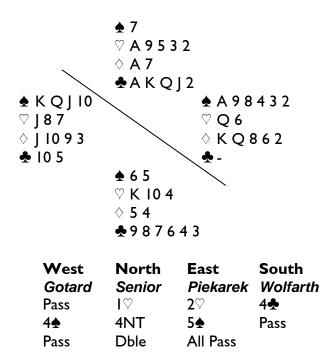
# Appeal No. 27 England v Germany

# Appeals Committee:

Jean-Paul Meyer (Chairman, France), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States)

# **Open Pairs Semi-Final "A" Session I**

Board 16. Dealer West. East/West Vulnerable.



# Comments:

 $\mathbf{2}^{\heartsuit}$  showed Spades and another.

**Contract:** Five Spades doubled, played by West

Result: 10 tricks, NS +200

# The Facts:

South explained the call of  $4\frac{1}{2}$  as a fit-bid (showing Hearts and Clubs), as he intended it. North however explained it as a Splinter.

East called the Director at the end of the hand and said he would not have bid 5<sup>th</sup> if he had known that South was long, not short, in clubs.

Found out, from the Convention Card and North/South's statements, that South's explanation of fit-bid, was the correct one.

The Director therefore ruled that East had been misinformed, but considered that correct information, if anything, makes it more desirable to bid  $5^{\circ}$ . The Director decided that East had not been damaged by the misinformation.

Ruling: Result Stands

**Relevant Laws:** 

Law 75A, 40C

# East/West appealed.

Present: East and a translator. North/South had asked the Director to speak on their behalf.

#### The Players:

East explained that if South is short in clubs, then his partner's  $4 \pm$  bid becomes more distributional, so he should have very good spades. But if the explanation is a fit-bid, then partner has many black cards and no values.

Asked where he thought the clubs were if South had only one of them, East could not really explain what he was thinking of at the time of his  $5\clubsuit$ .

#### The Committee:

Considered that in both explanations, South has hearts. East is damaged, not by any explanation, but by the fact that West has three hearts. Some members of the Committee felt North had committed a grave error of misexplanation.

# The Committee's decision:

Director's ruling upheld.

The Director should consider issuing a procedural penalty to North/South for severe misinformation.

# Deposit: Returned

**Note:** North/South did not attend the meeting, so the Committee could not ask if the pass over 5<sup>th</sup> had any significance. North told the Committee the following morning that South's pass over 5<sup>th</sup> was not DOPI but showed zero key-card and was a deliberate attempt to devalue his hand by not bidding the  $\heartsuit K$ .

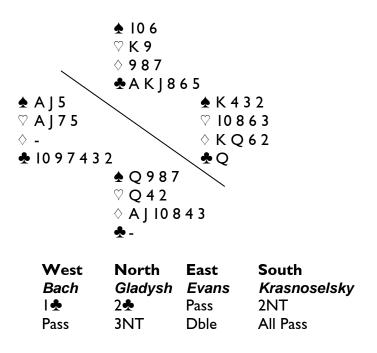
# Appeal No. 28 Russia v Australia/New Zealand

# Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Grattan Endicott (England), Steen Møller (Denmark)

# **Open Pairs Qualifying Session 2**

Board 4. Dealer West. All Vulnerable.



**Contract:** Three No trumps doubled, played by North

Result: 7 tricks, NS -500

# The Facts:

North checked the Convention Card, which told him that  $I \clubsuit$  was opened on at least a three-card suit. He bid  $2\clubsuit$ , natural. South asked what  $I\clubsuit$  was and was told it promised four cards. He alerted  $2\clubsuit$  and explained it as Michaels'. 2NT over Michaels was, according to him, asking what the suits were (it could still be all three combinations), but North interpreted it as natural and raised it to three. North/South called the Director after the play to complain about the differing explanations. They told the Director that indeed  $2\clubsuit$  is natural over a 3-card  $I\clubsuit$  opening, but Michaels' if  $I\clubsuit$  promises four or more.

Asked East/West to clarify. East/West stated that they play Acol, four card clubs. They consequently changed their Convention Card. The Director ruled misinformation, but he could not determine a result and awarded an Artificial Adjusted Score.

Ruling: Score adjusted to North/South receive: Average Plus East/West receive: Average Minus

Relevant Laws: Law 75A, 40C, 12C1

# East/West appealed.

Present: All players except West

#### The Players:

East thought South knew something was wrong. He might have bid  $3^{\text{A}}$  to clarify his partner's two-suiter. East thought it was unfair to be penalised for a small error when their opponents got the bidding wrong.

North and South both confirmed that they play Michaels' over natural clubs, but natural overcalls over any call that only promises a three card holding. They were clear that 2NT asked for the exact suits, and that 3NT did not exist as an answer to that. They were not very certain however, as they had never encountered a natural 1 in Russia, but they had seen several here in the tournament.

#### The Committee:

Saw no reason to doubt North/South's explanations about the differences in their bidding after the different explanations of 1. The Committee did not wish to change the Director's view about not being able to obtain a reasonable adjustment and decided to leave the Artificial Adjustment.

#### The Committee's decision:

Director's ruling upheld.

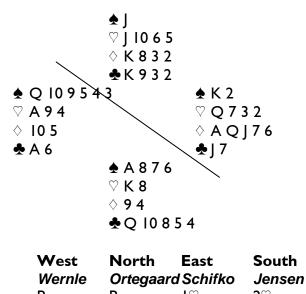
# Appeal No. 29 Denmark v Austria

# Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Grattan Endicott (England)

### **Open Pairs Semi-Final "B" Session 3**

Board 8. Dealer West. None Vulnerable.



Pass	Pass	$\sim$	2
Dble	2NT	Pass	3♣
Pass	Pass	3♢	All Pass

# **Comments:**

I  $\heartsuit$  Canapé, 2 $\heartsuit$  Michaels', but 4+ $\bigstar$  and 5+m

**Contract:** Three Diamonds, played by East

Result: 10 tricks, NS -130

#### The Facts:

West called the Director, stating he had received a wrong explanation about the call of  $2^{\heartsuit}$ . He had been told "Michaels", and had assumed that meant a 5 cards in spades. If he had been told it showed only four spades, he could have bid  $2^{\bigstar}$ , which would then have been natural.

Read the Convention Card, which confirmed that only four spades were shown with the  $2^{\heartsuit}$  call, and ruled that West had been misinformed. The Director could not establish what would have happened after a call of  $2^{\clubsuit}$  by West, and decided to award an Artificial Adjusted Score.

#### Ruling:

Score adjusted to North/South receive: Average Minus East/West receive: Average Plus

# Relevant Laws:

Law 75A, 40C, 12C1

#### North/South appealed.

Present: All players

#### The Players:

South told the Committee he had said "Spades and a Minor". He had not used the word "Michaels". West had not asked further questions.

North said he had explained "Four Spades and a Longer Minor" to East. East had later asked if South could hold five spades, and North had replied that this was infrequent.

East confirmed the story as North had told it.

West also confirmed that South had said "Spades and a Minor". He had not asked further. When they say it like that, they should mean 5/5.

West stated they have a clear understanding that over bids that show 5 cards, a bid in a suit that was shown is conventional, while over bids that promise only four cards, the call in the suit is natural.

#### The Committee:

Noted that the Convention Booklet says that Michaels' promises at least 4-5 in the suits shown. The Committee also noted that the explanation on the Convention Card was very clear, and felt that West had not done enough to protect himself.

#### The Committee's decision:

Original table result restored

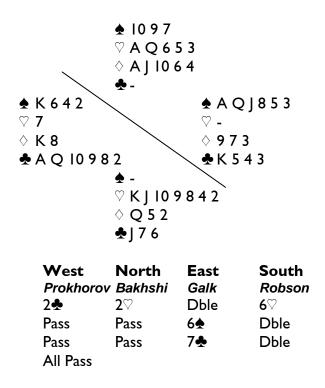
# Appeal No. 30 England v Russia

### Appeals Committee:

Jean-Paul Meyer (Chairman, France), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Steen Møller (Denmark)

# **Open Pairs Semi-Final "A" Session 3**

Board 24. Dealer West. None Vulnerable.



#### Comments:

2♣ Precision (11-15, 6♣ or 5♣+4M), East's Double negative

**Contract:** Seven Clubs doubled, played by West

**Lead:** Ace of Diamonds

#### Play:

South played the  $\Diamond Q$  to the first trick, and received the  $\blacklozenge$  switch that asked for.

**Result:** || tricks, NS +300

### The Facts:

South alerted and explained his first double as "I want North to bid or do something intelligent". North did not alert. East called the Director and said he would not have retreated to seven clubs if he had received South's explanation.

#### The Director:

Decided that East would bid 7<sup>th</sup> regardless of the explanations and ruled East/West had not been damaged.

**Ruling:** Result Stands

Relevant Laws: Law 75A, 40C

# East/West appealed.

Present: All players

#### The Players:

East told the Committee that if he had received the correct explanation, he would know only one opponent had spades and he would stay there.

West told the Committee that on the previous deal a similar Double had been alerted by both North and South.

South agreed that this had been the case, but that had been on a very different auction, and it had been on the five-level. South told the Committee that they had this agreement on the five-level, but he had never used it on the six-level before. He had not been certain that it applied, but had alerted nevertheless since he had, after all, intended it as such.

North had also realized that the meaning was uncertain, and he had not alerted it because it had not been agreed upon. North/South have since agreed that action doubles also apply to the six-level, but they had no such agreement before today.

When asked, East stated he did not believe his bid of 6<sup>th</sup> implied a club fit. He could also have had a spade stack, and he did not conclude from West's pass that West held Spade support.

#### The Committee:

Decided that there had been no previous agreement from North/South. South had tried to be helpful but North had given a complete rendition of the partnership agreement that they effectively had: none. That meant the Committee did not even need to address the question as to whether East would always bid  $7\frac{1}{2}$  or not.

#### The Committee's decision:

Director's ruling upheld.

**Deposit:** Returned

**Note:** Appeal 32 was about the same board.

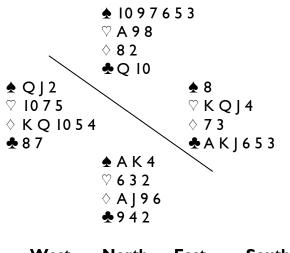
# Appeal No. 31 France v Italy

# Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Grattan Endicott (England), Steen Møller (Denmark)

# **Open Pairs Semi-Final "B" Session 3**

Board 12. Dealer West. North/South Vulnerable.



West	North	East	South
Bella	Sebbane	Carzaniga Thuillez	
Pass	Pass	2♣	Pass
<b>2</b> ♡	Pass	3♡	All Pass

#### Comments:

2♣ Precision (11-15, 6♣ or 5♣+4M)

**Contract:** Three Hearts, played by East

Lead: Eight of Diamonds

#### Play:

A; A; K; O to OK; K; A; A; J; V; V to I0 and A; A to A; not clubs

Result: 9 tricks, NS -140

#### The Facts:

South called the Director after the board, complaining that he had not known West could have only three hearts. If he had known his partner could have had another trump, he would have given him a club ruff and defeated the contract. West said he had alerted  $2^{\circ}$ , which could have been made on a 3-card suit, but South denied having seen any alert.

Ruled that it is the alerter's responsibility to make certain that his screen-mate notices the alert and ruled that South had been misinformed.

# Ruling:

Score adjusted to 3°-1 by West, NS +50.

# Relevant Laws:

Law 75A, 40C, 12C2

#### East/West appealed.

Present: only West

#### The Players:

West tried to explain, in Italian, that he had alerted, but meanwhile the Committee was still listening to the Director who was explaining the line of play.

#### The Committee:

Noticed that Declarer had not ruffed the ninth trick in dummy. If Declarer had the missing Heart (missing from South's point of view), he would have ruffed, drawn South's last trump and dummy would have been high. South should have realized this. That meant the Committee did not even need to listen to West's explanations. The Committee decide to rule immediately.

# The Committee's decision:

Original table result restored

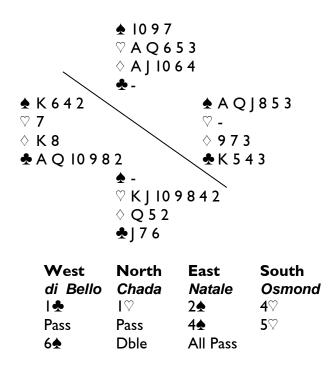
Appeal No. 32 England v Italy

#### Appeals Committee:

Jean-Paul Meyer (Chairman, France), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Steen Møller (Denmark)

#### **Open Pairs Semi-Final "B" Session 3**

Board 24. Dealer West. None Vulnerable.



#### Comments:

I - possibly only 2 cards.

**Contract:** Six Spades doubled, played by West

Lead: King of Hearts

**Play:** claimed at trick one

Result: 12 tricks, NS -1210

## The Facts:

Two spades was not alerted by East to North. There was some dispute as to whether it was explained as forcing or not, but in any case it was explained as natural.

West had alerted 24 and explained it to South as gameforcing with Diamonds.

South explained to the Director that he would have bid Seven Hearts if he had received the information that East held long spades.

## The Director:

Examined the Convention Card of East/West, which clearly confirmed the explanation as given by West to South. Therefore, South had not been misinformed and had no reason for redress. The Director did not address the case of Misinformation to North because North never claimed he would have sacrificed.

Ruling: Result Stands

# **Relevant Laws:**

Law 40A

## North/South appealed.

Present: All players

#### The Players:

North and East continued to disagree about what was said regarding the forcing nature of the bid of 24, but this hardly mattered for the decisions.

East told the Committee he had forgotten his system.

South questioned the jump to 6 $\bigstar$  from West. South thought West must have realized that East had misbid. He felt he should have been given that information. In that case he would certainly have sacrificed in  $7\heartsuit$ .

West stated he thought partner held something like AQxx; AQxxxx, which together with his two kings and his club length should have been enough for the slam.

# The Committee:

Saw no reason to change the Director's ruling. The deposit was refunded because of the grave system error.

#### The Committee's decision:

Director's ruling upheld.

#### Deposit: Returned

Note:

Appeal 30 was about the same board.

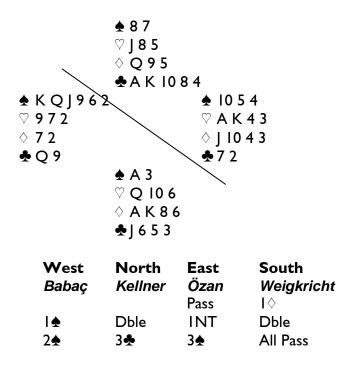
## Appeal No. 33 Austria v Turkey

## Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Grattan Endicott (England), Steen Møller (Denmark)

## Women's Pairs Semi-Final "A" Session 3

Board 18. Dealer East. North/South Vulnerable.



**Contract:** Three Spades, played by West

**Result:** 7 tricks, NS +100

#### The Facts:

South called the Director to complain about different explanations on different sides of the screen. The bid of INT was alerted and explained by East to North as being transfer to clubs, but not necessarily having them, whereas West only spoke of the transfer.

Consulted with other Director and an expert player and ruled that North/South had been damaged by the misinformation.

## Ruling:

Score adjusted to 3NT= by South, NS +600

## Relevant Laws:

Law 75A, 40C, 12C2

## East/West appealed.

**Present:** All players

## The Players:

East explained she had written "transfer to  $2\clubsuit$ " on a piece of paper (which was presented at the Committee) and had added vocally "but I don't need to have them". North confirmed this.

West had alerted the bid of INT, but South had not asked at that time. When the tray returned with 3<sup>±</sup>, South did ask and West had written "INT=txf to 2CI". When South had enquired further, she had added "but she obviously doesn't have them".

When asked why she had bid  $2 \triangleq$  and not  $2 \clubsuit$ , West replied that she had not wanted to play  $2 \clubsuit$  with such good spades.

South explained that she had not asked at the first turn, because she was always going to double, but she did want to know what was going on. She had heard the remark about East not having clubs, but she was not sure if that meant East had forgotten or if it was a Lebensohl-style bid.

# The Committee:

Started by pointing out that the players should know the correct English terms.  $2\clubsuit$  is not a transfer when it does not promise clubs, but a "puppet", a bid that simply asks partner to make a particular call.

South knew East did not have clubs. She had a difficult problem to solve, but that was because her partner had created it, not because of the faulty explanation.

Consistent with the language problem East/West had not committed any infraction.

#### The Committee's decision:

Original table result restored

#### **Deposit:** Returned

#### Note:

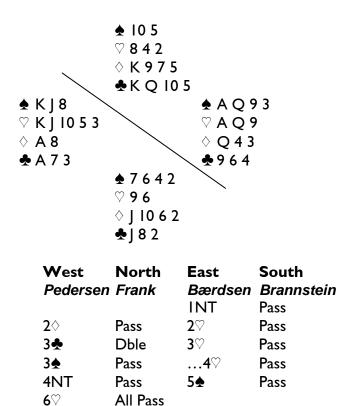
At the start of the meeting, East explained that her partner spoke only limited English, but fluent German. It turned out after the meeting that West had not realized her opponents were Austrian, thinking they were Russian. A lot of problems might have been prevented if West had looked at South's Convention Card! Appeal No. 34 Israel v Norway

#### Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Grattan Endicott (England), Steen Møller (Denmark)

#### **Open Pairs Final "B" Session I**

Board 26. Dealer East. All Vulnerable.



#### **Comments:**

INT 15-17; 20 transfer; 3<sup>th</sup> inv. 3<sup>+</sup> cards; 3<sup>th</sup> cue-bid; 4NT RKCB; 5<sup>th</sup> 2kc+TQ

**Contract:** Six Hearts, played by East

Lead: Two of Clubs

#### Play:

A; 5 rounds of hearts; 4 rounds of spades; North is endplayed because South discarded the J. North bares the  $\Diamond K$  but Declarer has a perfect count and plays  $\Diamond A$ .

Result: 12 tricks, NS -1430

## The Facts:

There was an agreed hesitation before the tray came back with 4%. North actually called the Director, but West and South agreed that they had noticed that the tray had stayed on the other side for a long time.

## The Director:

Consulted with other Director and expert players. One player would have passed, but considered continuing. Another would have continued but considered passing. That led the Director to ruling that passing was a Logical Alternative. Since the agreed hesitation suggested going on, the Director ruled that West should not have bid 4NT and adjusted the score.

## Ruling:

Score adjusted to 4°+2 by East, NS -680.

## **Relevant Laws:**

Law 16C, 12C2

#### East/West appealed.

Present: All players

#### The Players:

West stated his partner had shown 15-17 and he held 16 so he wanted to go to slam. Since  $6^{\circ}$  plays better than 6NT, he wanted to know if East had hearts.

West admitted to noticing the delay, and he agreed that East had shown a minimum hand three times - the last one by not showing controls in the minors, which East would have had to do if he had any. West thought 80% of players would go to slam.

#### The Committee:

Ruled that the hesitation was proven, and that West should bend over backwards not to use the Unauthorized Information it contained, even when that information actually did not match the hand. The Committee ruled that Pass is a Logical Alternative, therefore the Director had ruled correctly. The Committee pointed that it was incorrect that it was North who had called the Director which was the reason for returning the deposit.

# The Committee's decision:

Director's ruling upheld.

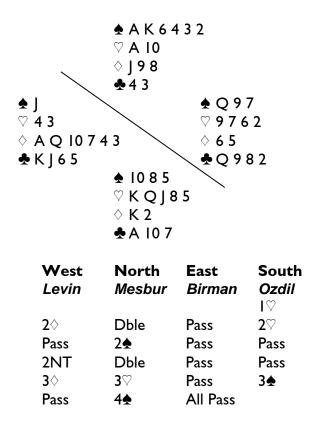
## Appeal No. 35 Ireland/Turkey v Israel

### Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Grattan Endicott (England), Steen Møller (Denmark)

### **Open Pairs Final "A" Session I**

Board 7. Dealer South. All Vulnerable.



**Contract:** Four Spades, played by North

Result: 10 tricks, NS +620

#### The Facts:

East called the Director at the end of play, complaining about misinformation. North had explained  $2^{\text{(f)}}$  to him as forcing, but South had explained it as non-forcing to West. West would not have balanced if he had known that  $2^{\text{(f)}}$  was forcing.

North/South explained that North had forgotten the system. 24 was non-forcing.

Examined the Convention Card and found insufficient evidence for North/South's statement that the explanation had been correct. He noted that North/South were having a discussion at the table. He ruled misinformation to West and adjusted the score.

## **Ruling:**

Score adjusted to 2€+2, NS +170

### **Relevant Laws:**

Law 75A, 40C, 12C2

#### North/South appealed.

Present: All players

#### The Players:

North started by saying that the discussion the Director had overheard was simply about South telling him he had forgotten the system. They had agreed to play the Turkish system and North had made a mistake, bidding as if with his Irish partner. North stated they play the standard method, but he accepted that they had no way of proving that.

South explained that a direct bid of  $2 \pm$  would have been forcing, so going over the negative doubles is non-forcing.

North/South explained they had been playing over the Internet for three months now, and had played some hundreds of boards there. They play the Turkish system, and North explained that this was difficult for him, particularly here, where he cannot consult the notes during play, as he can at home.

South told the Committee that they had had a similar mistake once before, and that North had agreed to play it in South's manner.

South further added that his bid of  $3 \oplus$  showed that he had not understood that North had been mistaken.

East told the Committee that North had acted in a surprised manner when the tray came back with South's pass. North never stated he realized he had made the mistake.

West stated that he had asked twice if  $2 \pm$  had been non-forcing, once before balancing and again after the Double.

#### The Committee:

Examined North/South's Convention Card and concluded that this supported the statements from North and South. There is no mention of negative free-bids (the direct 2<sup>th</sup> being non-forcing). The Committee decided to rule that the Convention Card confirmed South's explanation, so West had not been misinformed.

#### The Committee's decision:

Original table result restored

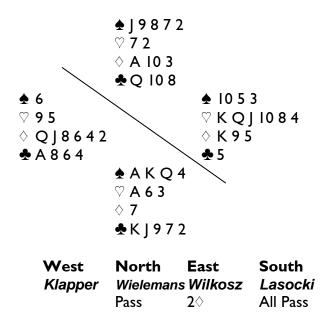
## Appeal No. 36 Belgium/Poland v Poland

## Appeals Committee:

Steen Møller (Chairman, Denmark), Gary Blaiss (United States), Grattan Endicott (England), Jean-Paul Meyer (France) Herman De Wael (Belgium) was present in the meeting in order to scribe.

## Senior Pairs Final "A" Session 2

Board I. Dealer North. None Vulnerable.



**Contract:** Two Diamonds, played by East

Result: 10 tricks, NS -130

#### The Facts:

North called the Director after the play to complain about misinformation. East had explained his 20 opening as "Multi", but had not told North that this was without any strong possibilities. West had explained it, more correctly, to South as "weak in a major". North stated that he would have balanced had he known there were no strong possibilities. Now he had presumed East/West were having a misunderstanding.

Asked if North had asked any questions (he hadn't), and ruled that North had not been misinformed.

Ruling:

**Result Stands** 

**R**elevant Laws:

Law 75A, 40C

## North/South appealed.

Present: All players except South

# The Players:

North explained that for him, Multi meant there were several possibilities. He was certain it would be a strong 2NT now. He thought West had long diamonds and had made a stupid bid. North had not asked any further questions, because to him, Multi was a sufficient answer. He could not imagine it was only weak.

East explained that this convention is quite popular and that his Convention Card had been on the table.

West added that it would have been very stupid to pass if there were strong options.

## The Committee:

Found the explanation sufficient and quite clear. The Committee found it not acceptable that North had (twice) used the word "stupid" in describing his opponents and thought the appeal had no merit whatsoever.

# The Committee's decision:

Director's ruling upheld.

**Deposit:** Forfeited

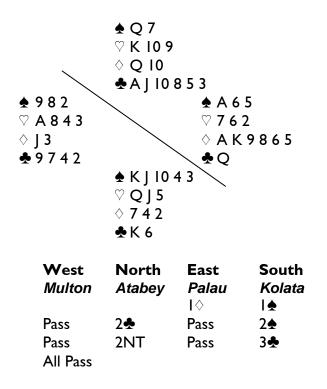
### Appeal No. 37 Turkey v France

## Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Grattan Endicott (England), Steen Møller (Denmark)

## **Open Pairs Final "A" Session 2**

Board 6. Dealer East. East/West Vulnerable.



**Contract:** Three Clubs, played by North

**Result:** 9 tricks, NS +110

#### The Facts:

West called the Director after the Dummy was spread, wanting to preserve his rights because of a break in tempo from the other side of the screen before the 2NT bid.

Collected the following descriptions of the length of the delay: W: long hesitation; E: 30-60 sec; S: same tempo; N: maybe 15 sec. The Director ruled that he could not establish to his satisfaction that the break was longer than acceptable and ruled there had not been any unauthorized information.

## Ruling:

**Result Stands** 

## **Relevant Laws:**

Law 85B

## East/West appealed.

Present: All players

#### The Players:

West stated that there had been a hesitation, and that  $3\clubsuit$  was not a normal bid in this situation.

East said the break in tempo may be interpreted as showing no real stopper in diamonds. East described the hesitation as "a break", in comparison with the rest of the tempo. North told the Committee that West had not called at the sight of dummy, but rather at trick three, when they saw they would not defeat 3<sup>th</sup>, but would have defeated 2NT. North confirmed that he had thought a while, but not of the order of 30 seconds. 15 seconds seemed more correct to him. All bids up to then had been automatic, but now he had some alternatives.

South told the Committee he had not noticed any break. He had bid 3<sup>®</sup> because that might help partner decide whether 3NT was possibly on.

North further explained that he knew South had less than three clubs, and that South knew he knew that. With three clubs, South would have supported immediately.

#### The Committee:

Was convinced that there were Logical Alternatives to bidding 3.

Regarding the break of tempo though, the Committee saw no extra evidence being presented, more than what the Director also knew. There was therefore no reason to overrule the Director. Sometimes good players have so much "table feel" that they see hesitations that are not noticed by their opponents.

# The Committee's decision:

Director's ruling upheld.

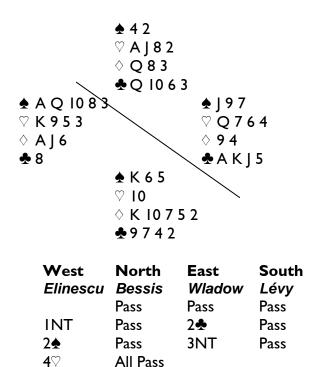
## Appeal No. 38 France v Germany

### **Appeals Committee:**

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Grattan Endicott (England), Steen Møller (Denmark)

## **Open Pairs Final "A" Session 2**

Board 9. Dealer North. East/West Vulnerable.



**Contract:** Four Hearts, played by West

Lead: Six of Clubs

#### Play:

South played the  $\clubsuit$ 7 under the Ace, showing an even number. Next came a heart to King and Ace, and North played the  $\clubsuit$ 3.

Result: 10 tricks, NS -620

## The Facts:

North called the Director after the end of play. He had not been told that West could have a 5431 distribution, which caused his misplay. He would have switched to a diamond if he had received West's explanation.

West had explained to South that he held precisely a 54(31). East had not told North any more than the point range 15-17.

## The Director:

Checked the Convention Card, which showed that a singleton was possible, and noted that North had asked no questions regarding the major suits. The Director ruled that North/South had not been damaged.

Ruling: Result Stands

## **Relevant Laws:**

Law 75A, 40C

## North/South appealed.

Present: All players

#### The Players:

South explained North could not picture West with a singleton club, so he read the clubs as three with declarer and two with partner South.

North explained that he continued with the  $\clubsuit$ 3, hoping that Declarer would read it wrong and not take the working finesse.

West explained that North should realize that he had at least 4-4 in the majors, after which a diamond continuation is easy. He did stress however, that he will make the contract even then.

West told the Committee that he had told South his complete hand, maybe even to a greater extent than was needed.

East stated that he had alerted  $2\clubsuit$ , but not  $2\bigstar$  and  $4\heartsuit$  which he considered to be natural. North had not asked any questions.

# The Committee:

Noted that the possibility of the singleton is clearly on the Convention Card, that the bidding is somewhat strange, and that North should at least have asked about the number of Spades, which would have prompted East into giving the same information West had given. North had not done nearly enough to protect himself.

# The Committee's decision:

Director's ruling upheld.

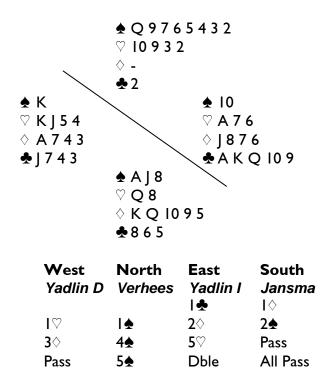
### Appeal No. 39 Netherlands v Israel

## Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Gary Blaiss (United States), Grattan Endicott (England), Steen Møller (Denmark)

### **Open Pairs Final "A" Session 4**

Board 22. Dealer East. East/West Vulnerable.



#### Comments:

 $2\Diamond$  showed exactly 3 cards in hearts.

**Contract:** Five Spades doubled, played by North

Result: 10 tricks, NS -100

#### The Facts:

North called the Director after the play, complaining about different explanations of the  $3\diamond$  bid. West had explained it as "some kind of invitational", whereas East had explained it as "invitational for  $4\heartsuit$ ". North explained that if he had known that West did not promise five hearts, he would not have saved in  $5\clubsuit$ .

Found that there had been no damage.

# Ruling:

**Result Stands** 

### **Relevant Laws:**

Law 75A, 40C

#### North/South appealed.

Present: All players

#### The Players:

North explained that if  $3\diamond$  is explained as "invitational for something", he would not have saved. Now West has five hearts and partner therefore a singleton. Then  $5\clubsuit$  is an attractive sacrifice.

East admitted that he had explained  $3\Diamond$  as "something on the way to  $4\heartsuit$ ", and that he bid  $5\heartsuit$  on that basis, because he believed the heart suit had been agreed upon.

## The Committee:

Believed that the Director had made the correct ruling and that the case should not have been brought before them.

# The Committee's decision:

Director's ruling upheld.

**Deposit:** Forfeited

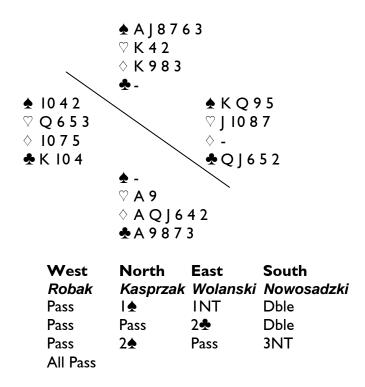
Appeal No. I Gdansk v Wroclaw P

#### Appeals Committee:

Geert Magerman (Chairman, Belgium), Herman De Wael (Scribe, Belgium), Christer Andersson (Sweden), Stanislaw Golebiowski (Poland)

#### **University Teams Round 9**

Board 4. Dealer West. All Vulnerable.



**Contract:** Three No trumps, played by South

Result: 10 tricks, NS +630

#### The Facts:

INT was meant as 8-15, 4 hearts and 5+ of a minor, and East explained it like that to North.. West explained it to South as natural, 15-17.

Could not find anything on the Convention Card of East/West to suggest that West's explanation was correct, so he ruled that South had been misinformed. The Director believed that East/West should not keep their good score, but that on the other hand North/South had contributed considerably to their own bad score.

#### Ruling:

Score adjusted to North/South receive: No score adjustment (NS +630) East/West receive: 60+1 by NS (NS +1390)

# **Relevant Laws:**

Law 75A, 40C, 12C2

#### North/South appealed.

**Present:** All players

#### The Players:

South explained that he had realized after  $2\clubsuit$  that there might be something wrong. He had asked again, and West had told him again that it was 15-17, although he could not be certain. South told the Committee that there were two options: either West's explanation was wrong, or East did have a normal NT with long clubs. His partner could have as few as 10 HCP. He had decided that he would not show opponents anything they might use in defence and just bid 3NT.

East/West had nothing to say. They agreed with the facts and accepted the ruling. South further added that they might well bid the grand slam.

### The Committee:

Saw no reason to question the part of the ruling concerning East/West. If they had given correct information, North/South could easily find the slam.

The Committee then concentrated on North/South and the Director's decision to split the score. The Code of Practice states that this can only be done if the actions of the non-offending side can be described as "Wild, Gambling or Irrational". South's decision was indeed bad, but was it very bad?

The Committee observed that South's reasoning was flawed. North passed on INTX so he cannot be very weak, and then he ran from  $2\clubsuit X$ , so he must be unbalanced. Playing weak twos means that one-level openings with unbalanced hands must be stronger. North's spades can't be all that good, if East has a natural INT, so again there are more points in the red suits. South really should have bid  $3\Diamond$ . Even North could have bid  $2\Diamond$  in the previous round. All in all, it was felt that North/South had contributed greatly to their own bad score. 3NT was a gambling action by a player who might have known something was amiss.

## The Committee's decision:

Director's ruling upheld.