

APPEAL	NABC+ Four
Subject	Misinformation (MI)
DIC	Steve Bates
Event	Reisinger BAM Teams
Session	Second Qualifying
Date	November 28, 2008

BD#	<b>9</b>
VUL	<b>E/W</b>
DLR	<b>North</b>

<b>Shane Blanchard</b>	
♠	Q 6
♥	A K Q 8
♦	Q 5 4
♣	J 6 4 2

<b>Arno Hobart</b>		<b>Fall 2008 Boston, MA</b>	<b>George Mittleman</b>	
♠	K J T 7 5		♠	A 9 8 4 3 2
♥	T 7 2		♥	
♦	8 7 3		♦	A 8 2
♣	K 9		♣	A Q 7 5

<b>Robert Blanchard</b>	
♠	
♥	J 9 6 5 4 3
♦	K J T 9
♣	T 8 3

West	North	East	South
	1♣	1♠	Dbl
2♥	3♥	4♠	5♣
Pass	Pass	Dbl	Pass
Pass	Pass		

Final Contract	<b>5♣ doubled by N</b>
Opening Lead	<b>♠A</b>
Table Result	<b>Down 5, N/S -1100</b>
Director Ruling	<b>5♣ dbld, down 5, N/S -1100</b>
Committee Ruling	<b>5♣ dbld, down 5, N/S -1100</b>

**The Facts:** The director was called at the conclusion of the play of the hand. North and South had repeatedly asked about the meaning of the 2♥ bid and had been told that the agreement was natural. E/W are an irregular but steady partnership. West said that he had psyched 2♥. East said he worked out that West had spades when North bid 3♥. South took 3♥ as a cuebid.

**The Ruling:** There was no evidence of an explicit agreement about 2♥ (i.e., a conventional spade raise) or that the E/W pair had a history of making psychic calls. Law 40B12 was deemed not to apply. Per Law 40C1 (which gives a player the right to deviate from announced agreements as long as his partner has no more reason to be aware of the deviation than the opponents), no infraction occurred. Therefore, the table result of 5♣ doubled by North, down five, N/S minus 1100 was allowed to stand for both sides.

**The Appeal:** N/S appealed the director's ruling. All four players appeared at the hearing. N/S argued that West's 2♥ bid was intended as an artificial spade raise, and that East forgot the partnership agreement. Since E/W claimed to rarely psych, this is a more likely explanation for the 2♥ bid than that it was a classic psyching situation. If E/W's agreement were that 2♥ is a spade raise, and N/S were so informed, then N/S would not have played in 5♣, but would have been in hearts instead.

E/W stated that although they played transfers in other auctions, West's 2♥ bid was natural according to their agreements. They do not play transfer advances after overcalls. They believed West was fully within his rights to psych. With a big spade fit and South's negative double, West thought that it was unlikely that partner would get too excited about playing in hearts, and he could always correct to spades.

**The Decision:** E/W's convention card did not state that they played transfer advances, so the committee judged that N/S were given the correct explanation of E/W's partnership agreement of the 2♥ bid. Since there was no suggestion that East received unauthorized information, his 4♠ bid does not suggest that he violated a law. Thus the table result of 5♣ doubled by North, down five, N/S minus 1100 was allowed to stand for both sides.

Since it appeared to N/S that either an opponent psyched and his partner read it or else they were given misinformation, the committee judged that the appeal had merit.

**The Committee:** Doug Doub (Chair), Dick Budd and John Solodar.

**Commentary:**

**Goldsmith** Good job all around.

**Polisner** I find it difficult to believe that East did not believe that West at least had spade support for his 2♥ bid even if it was ostensibly natural. My opinion is that West may have erroneously believed that 2♥ was a spade raise and rather than admit he had forgotten the agreement said that he had psyched. The law requires that there is a presumption of MI which can be overcome by convincing evidence to the contrary. I don't see such evidence presented in the write-up which leads me to conclude that the ruling and decision were wrong. If the director and committee concluded that there was "no explicit agreement" about 2♥, then informing the opponents that it was natural is, by definition, MI.

**Rigal** I would be unhappy as South if this happened to me. But in the absence of any reference to transfer advances I'm not sure how we can legislate anything to exist with so little evidence. I think the appeal is interesting enough to have merit...barely.

**Smith** This kind of case is difficult for everyone. For the committee to have ruled in favor of N/S, it would have been forced to find that one or both of East or West were not telling the truth no matter how it finessed its decision. And that becomes a conduct committee matter, not a matter for an appeals committee. Maybe 2♥ intended as a transfer is more likely than intended as a psych, but that doesn't come close to proving that 2♥ wasn't intended as the psych West claimed. And it is entirely likely to me that the repeated questions about 2♥ helped East work out that his partner had spade support. I think the committee made the right decision here, since the explanations of East and West were certainly plausible.

**Wildavsky** E/W ought to have been asked whether they had ever played transfers in this auction. If so it colors the auction differently for them, and its information to which N/S were entitled. I'd also have liked to ask West why he didn't bid 5♠ over 5♣.  
I think this case was one where "you had to be there." I don't know how I'd have ruled had I been present -- I cannot fault the director and committee rulings.

**Wolff** What about East's spade jump? If West was psyching and not "conventioning," why would East now jump in spades? My ruling +1100 E/W, -1100 N/S but 1/2 board procedural penalty to E/W for East's picking up (or whatever) West's psych or else what it really was.