

APPEAL	Non NABC+ Four
Subject	Misinformation (MI)
DIC	Roger Putnam
Event	Daylight Stratified Open Pairs
Session	First of Two
Date	March 17, 2010

BD#	21
VUL	N/S
DLR	North

2,600 Masterpoints	
♠	J 9 4
♥	A K J
♦	A J T 7
♣	A 9 6

11,700 Masterpoints		Spring 2010 Reno, NV	827 Masterpoints	
♠	K Q 7		♠	A 8 6 3
♥	7 2		♥	8
♦	6 5		♦	K Q 4 2
♣	J 7 5 4 3 2		♣	K Q T 8

800 Masterpoints	
♠	T 5 2
♥	Q T 9 6 5 4 3
♦	9 8 3
♣	

West	North	East	South
	1♦	Pass	2♥ ¹
Pass	3♥ ²	Pass	Pass
Pass			

Final Contract	3♥ by South
Opening Lead	♠ K
Table Result	Made 3, N/S +140
Director Ruling	3♥ S made 3, N/S +140
Panel Ruling	3♥ S made 3, N/S +140

(1)	No immediate Alert.
(2)	In response to question, North said 2♥ was natural and game forcing. Upon seeing that she had opened 1♦, she corrected the explanation immediately to 5spades, 4 hearts and 5-9 HCP, which is the actual agreement.

The Facts: The director was called after the play of the hand had been completed. The corrected information given by North was the actual partnership agreement.

The Ruling: Except for the failure to Alert the 2♥ bid, which caused no damage, there was no MI. Therefore the table result was allowed to stand.

The Appeal: E/W appealed the director's decision and all four players attended the review. After North bid, East asked the meaning of the 2♥ bid and was told it was natural and game-forcing, North then corrected herself and said it was mini-reverse Flannery showing five spades and four hearts with 5-9 HCP. This was the first board of the game and North said that she was working with the ACBL scoring device. She forgot she had opened 1♦ thinking she had opened 1♠, so 2♥ was natural, two over one. Before East called, North realized her mistake and corrected her explanation. The convention was clearly printed on both North's and South's convention card.

The Decision: The panel determined that no incorrect information was given to E/W other than the original "natural, game-forcing" explanation, which was corrected immediately. South had forgotten their agreement (he only plays it with this partner) and North's explanation is consistent with her 3♥ bid (if she had realized, before she bid, what 2♥ was, she would have bid 2♠, their 5-3 fit, or 3♠ not 3♥, their 4-3 fit). While unfortunate, N/S committed no rules infraction; therefore, no adjustment is warranted. The appeal was judged to have merit.

The Panel: Peter Marcus (Reviewer), Susan Doe, Tom Marsh and Jean Molnar.

Commentary:

Rigal: Since none of us believe in Convention Disruption, we all have to live with this, happily enough, don't we? Did South do anything wrong by forgetting her convention? I don't think so. Are N/S supposed to be penalized for their accident – hardly. Everyone gets lucky once in a while, and this was their day. Yes E/W are hard done by – but life isn't fair.

Polisner: This is not a MI case and should have been treated as a UI case. Without the explanation(s) provided by N, S should assume that N was making a game try opposite a WJS. With a 7th Heart and a useful void, the contract should be 4 H down 1. I would have also supported a PP against S.

Wildavsky Both the TD and the Panel unaccountably missed the UI aspect of the case. South, who intended to show a WJS, had unauthorized information that suggested passing over bidding. She was required to bid if it would have been a logical alternative. Bidding seems logical enough to me -- 4H would be almost cold opposite as little as

xx

Axx

AKQx

xxxx

North would correct to 4S and South might try 5H. EW would score at least 200, more likely 500 or 700. I'd adjust to NS +500/EW-500, but it makes little difference. +200 would surely be a top for E/W.

Wolff: When CD is committed (in addition to not responding to what North thought South's bid to be) it cannot be left unpunished since it is a Typhoid Mary infection which will only spread if left unchecked. Whatever else this committee does it MUST penalize NS for this blatant CD.