

APPEAL	Non NABC+ Two
Subject	Unauthorized Information (UI)
DIC	Tom Whitesides
Event	Tuesday Daylite Open Pairs
Session	First of Two
Date	December 1, 2009

BD#	20
VUL	Both
DLR	West

1,757 Masterpoints	
♠	A 7 6 4
♥	J 8 2
♦	T 9 2
♣	7 5 4

3,007 Masterpoints		Fall 2009 San Diego, CA	6,655 masterpoints	
♠	Q 5		♠	K 2
♥	4 3		♥	T 9 7 6 5
♦	A Q 8 4 3		♦	7 5
♣	Q J T 2		♣	A 9 6 3

54 Masterpoints	
♠	J T 9 8 3
♥	A K Q
♦	K J 6
♣	K 8

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

Final Contract	3♠ by North
Opening Lead	♦7
Table Result	Made 3, N/S + 140
Director Ruling	3♣ S down 5, N/S - 500
Panel Ruling	3♣ S down 5, N/S - 500

- | | |
|-----|--|
| (1) | By agreement two-suiter – spades and clubs. Alerted and explained as such. |
| (2) | On convention card, is a transfer to 3♣ |

The Facts: After the play of the hand was completed, the director was called. 3♠ made when West covered the ♠J lead from dummy after giving his partner a diamond ruff after the ♦7 opening lead. The director was called after play ended. N/S's convention card is marked "1N > P > 2S > [transfer to] 3♣." N/S recently added Sandwich NT to its methods.

The Ruling: The Alert awakened South to the fact that 1NT was not natural. Since North's 2♠ should have forced South to bid 3♣, the contract was changed to 3♣, which would go down five for N/S minus 500. Law 16B3.

The Appeal: N/S appealed the director's decision and all except East attended the hearing.

South said that she forgot they were playing Sandwich. It never occurred to her that 2♠ would be a transfer after the opponents bid two suits. Had they bid only one suit it would have been a transfer. Even if she had read it correctly, when the transfer was alerted her partner would have taken the contract back to 3♠. The reviewer explained to her that using the Alert of the transfer was disallowed, just as her use of partner's Alert of her 1NT was disallowed.

North wanted to know the Laws used to make the ruling and West had nothing to add.

The Decision: North's Alert of 1NT gave South UI, which led to her 3♠ bid. Law 16B1(a) states "After a player makes available to his partner extraneous information that may suggest a call or play, as for example by ... an unexpected Alert ... the partner may not choose from logical alternative actions one that could demonstrably have been suggested over another by the extraneous information."

The panel then considered what North would have done (without UI) after partner showed both black suits but took him out of his choice. Three players with 1400 – 1600 MPs were asked what they would have done (playing with an inexperienced partner). All three passed. When asked why, two said they did not know what was going on. One said she thought partner might have overcalled a natural 1NT with long clubs.

Based on this information the panel decided that Law 16B1(a) had been violated. Law 12B1 states: "The objective of a score adjustment is to redress damage to a non-offending side and to take away any advantage gained by an offending side through its infraction." Covering the ♠J was an egregious defensive error, but even if E/W defeated 3♠ they would not be able to achieve the same result that they would from defending 3♣.

Given the above the panel judged that the final contract should be 3♣ down five – N/S minus 500 and E/W + 500. The complexity of the case and South's inexperience led to the decision that the appeal had merit.

The Panel: Charles MacCracken (Reviewer), Terry Lavender, Jean Molnar and Matt Smith.

Commentary:

Polisner A very convoluted set of facts. Firstly, from the facts given, I disagree that the convention card states that 2♠ is a transfer to clubs unless there is a note that the system is on after a 1NT overcall. If this was behind screens South, who is unaware of North's Alert, would have understood North's 2♠ to be an offer to play 2♠ (assuming that transfers were off as 2♥ would be a transfer to spades if "system on"). South would likely pass on his 15-18 as it doesn't look so good with his poorly placed minor suit honors. For me, this case hinges on the finding about whether 2♠ is or is not a transfer to clubs on this auction. If not, table result stands. If yes, ruling and decision are correct.

- Rigal** The appeal certainly has merit. Why did South not pass 2♠ I wonder – and what would have happened if they had... I'm glad I do not have to decide that. Back to business: South's 3♠ bid was based on UI, so we have to try to work out what a normal South would do facing a 1NT call Alerted and explained as strong; 3♣ down five seems right. It looks wrong to reward E/W this much (I'm sure RW will have comments here!)...but the law is the law, even if the law is an ass.
- Smith** I still think this case was decided correctly. Excellent write-up.
- Wildavsky** 3000 masterpoints ain't what they used to be! I like the decisions. Good work realizing that 12C1(b) did not apply. I see no merit to this appeal.
- Wolff** Since this case was involved only with the impossibility of adjudicating convention disruption (CD), there was total confusion of what the 1NT overcall meant:
1. Natural,
 2. Sandwich and whether the responses were or transfers or best suit.
- Rather than pick wings off the poor creature N/S partnership, just severely punish N/S up to a full board while at the same time not reward a partnership who would cover the Jack of Spades and give them less than an average (certainly well deserved).
Instead N/S never really realized how important it is for them to not create CD and E/W never paid any kind of penalty for their egregious defensive play. At the very least there needs to be some kind of education to these players! Just another opportunity lost together with everyone (including the directors and the panel) confused.