

APPEAL	NABC+ TEN
Subject	Unauthorized Information (UI)
DIC	Henry Cukoff
Event	North American Fast Open Pairs
Session	First Qualifying
Date	July 26, 2007

BD#	17
VUL	None
DLR	North

Geoff Hampson	
♠	Q T 8 6 3
♥	9 8 7
♦	J 8 7
♣	8 2

Ron Haack		Summer 2007 Nashville, Tennessee	Michael Mikyska	
♠	J 9 2		♠	K 7 5
♥	K Q T 6 3 2		♥	A 5 4
♦	6 2		♦	A Q T 5
♣	J T		♣	K 9 4

Robert Levin	
♠	A 4
♥	J
♦	K 9 4 3
♣	A Q 7 6 5 3

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

Final Contract	3♥ by West
Opening Lead	♣8
Table Result	Down 1, N/S +50
Director Ruling	4♥, W, down 2, N/S + 100
Committee Ruling	3♥, W, down 1, N/S + 50

(1)	15-17 HCP.
(2)	Clubs plus another suit.
(3)	Transfer to hearts that was not Announced.

The Facts: The director was called after the play of the hand. E/W are a pickup partnership and both are experienced. No agreement existed concerning super-acceptance of a transfer.

The Ruling: The failure to properly announce the transfer was judged to be UI for West. Had the transfer been properly announced, the 3♦ bid would clearly be some sort of super-acceptance, which East would hope that West interpreted correctly. The result was adjusted to 4♥ down two, N/S plus 100. See laws 16A2 and 73C.

The Appeal: Neither North nor South attended the hearing.

Both East and West were aware that this auction was undiscussed. West judged that the chance of East's interpreting 2♦ as a transfer was high enough to warrant a 2♦ response. East did not know whether his partner had diamonds or hearts, but decided that a 3♦ bid would cater to both possibilities. He did not play super-acceptances with any of his usual partners other than a jump bid in responder's suit. West thought that his hand had too many losers to make game at all likely. Had he wanted to be in game, he would have tried 4♣ in an effort to get his partner to bid 4♥.

The box on the convention card in the notrump section, "system on over ____" was blank on both East's and West's convention card.

The Decision: Players are required to Alert or Announce conventional bids that they have explicitly discussed or implicitly understand through partnership experience. E/W had no agreement about the meaning of West's 2♦ bid, so not only did East properly not Alert, but West should not have been expecting an Alert. Thus, there was no UI to West regarding East's 3♦ bid. He was free to bid whatever he judged best.

Additionally, the committee agreed with West's bidding judgment that even if East was showing a good raise of hearts, with most of the defensive strength sitting over partner's hand, it was well against the odds for West to drive to 4♥.

Finally, if West had chosen to play 4♥, he would have done so through a retransfer.

Playing 4♥ from East's side would likely result in the same result that was achieved in 3♥ from the West side – minus 50.

The committee restored the table result of 3♥ by West, down one, N/S plus 50.

The Committee: Doug Doub (Chair), Tom Carmichael, Jeff Goldsmith, Scott Stearns and Jim Thurtell.

Commentary:

Goldsmith I only buy the retransfer argument. 4♦ is clearly impossible if 2♦ is natural; East would bid 4♥ over that and E/W is minus 50.

Polisner Excellent reasoning by the appeals committee.

Rigal Sorry I don't buy the reasoning here at all. When West retransfers with 4♦ won't the final contract be in diamonds? I can accept the argument that West knows from authorized information (AI) that partner assumes he has diamonds, but his choice is 3♥ or 4♥. I'm inclined to allow the table result but not for the reasons stated

Smith

I am uncomfortable with two of the committee's findings here. First, it may have been correct for East not to have Alerted or Announced 2♦ as a transfer since apparently it was undiscussed. But, that cannot relieve West of receiving UI when it was not. His bid in itself tells us he expected (or hoped) his partner to understand it as a transfer. To say he didn't have UI is to allow E/W to avoid a potential misunderstanding and to gain an advantage not otherwise present via use of the Alert procedure. That can't be right. So, if West had UI, and obviously I think he did, then the next issue is whether bidding other than 3♥ is a logical alternative. Even though he may have made a good argument why driving to game would be wrong, that argument must be to the exclusion of another bid (or bids) that "a substantial minority of his peers would consider, and some of whom would actually select." I suppose that since the committee did not believe he had UI that the point was irrelevant to its deliberations. But, if you accept that he had UI that is the standard that should be applied. What I can accept is that if West had heard an Announcement or an Alert he would have retransferred with confidence that his partner was on the same page and they would have ended up in 4♥ down one from the other side. So, perhaps the right bridge score was assigned if not for reasons with which I agree.

Wildavsky

Anyone who studies these casebooks knows that the claim that "appeals committees (AC) always rule in favor of the name players" is hokum. This is just one more example.

The AC seems to have gone astray here. Yes, E/W are a new partnership. That doesn't mean they get to take advantage of the Alert procedure. They filled in a convention card and we must assume that it accurately reflects their agreements. Since they did not list anything under "System On Over _____," we must conclude that their agreement was "System Off". Thus, 2♦ was a mistaken bid, and the failure to Alert may have clued West in.

I would thank West for pointing out that, had he accepted the presumed game try, he'd have retransferred. 4♦ down four or so seems to be at least "at all probable," so I'd adjust the E/W score to minus 200. It might not be "likely," so I'd be comfortable leaving NS with plus 100.

I prefer the tournament director's ruling to the AC's.

Wolff

Good decision on a bread and butter hand. Perhaps with the particulars in this case it should be used as a precedent. When there is much undiscussed and the bidding is such that no one was really out of line and any UI present was not really valuable then whatever happens at the table should be deemed to count.

Zeiger

Well reasoned by the committee. One could argue that West was hoping to hear an Announcement of the transfer, and knew perfectly well, without one, that East was raising diamonds, unlucky. Even though this could well be the case, the laws are clear that no UI existed without an agreement in place. If E/W presented the same facts to the director, the table result should have stood."