

APPEAL	NABC+ FOUR
Subject	Incomplete Explanation
DIC	Steve Bates
Event	Open BAM Teams
Session	Second Final
Date	November 25, 2007

BD#	9
VUL	E/W
DLR	North

Lorenzo Lauria	
♠	A K Q J 8 5
♥	J 9 4
♦	A 6
♣	9 5

David Chechelashvili		Fall 2007 San Francisco, CA	Marshall Miles	
♠	9		♠	7 6 3 2
♥	K 3 2		♥	T 6 5
♦	Q 9 8 3		♦	5 4 2
♣	A J T 6 3		♣	Q 4 2

Alfredo Versace	
♠	T 4
♥	A Q 8 7
♦	K J T 7
♣	K 8 7

West	North	East	South
	1♠	Pass	2♣ ¹
dbl ²	2♠	Pass	2NT ³
Pass	3♥ ⁴	Pass	4♠
Pass	Pass	Pass	

Final Contract	4♠ by North
Opening Lead	♣Q
Table Result	Made 4, N/S + 420
Director Ruling	3NT by S, made 5, N/S +460
Committee Ruling	4♠ by N, made N/S +420

(1)	Game Force.
(2)	When asked the meaning East said, "I don't know." West said no agreement.
(3)	Forcing.
(4)	6+ spades, good hand, no more than two clubs.

The Facts: The director was called after the 2♣ bid and after trick three. East was asked to leave the table after his response to North's question about the double. Then West stated that they had no agreement as to the meaning of the double.

The Ruling: The director determined that N/S had been damaged by E/W's failure to fully disclose their agreement. In accordance with law 40 C, the result was adjusted to 3NT by South, making five, N/S plus 460.

The Appeal: There was no agreement as to the meaning of the double. West doubled and was taking a calculated risk that partner might misinterpret the meaning of the double. N/S made every attempt to try to get information regarding the double and thought some agreement was in place given the opening lead of the ♣Q. North stated his 3♥ bid showed extras and two or fewer clubs, which is why he chose that bid as opposed to 3NT. South again tried to get more information and elected to bid 4♠.

The Decision: The explanation of the 2♣ bid was incomplete insofar as it made no reference to the artificial nature of the bid, i.e. that neither club length nor strength was implied. This led to E/W's lack of clarity about the meaning of the double. N/S's subsequent questions about the meaning of the double, while legal, were authorized information to East and may have helped him conclude, prior to leading, that his partner had both club length and strength. This could well have been the reason for the lead of the ♣Q.

Although the committee believed East could have answered the question better by indicating that they have no agreement and West could have indicated (while East was away from the table) that the meaning of the double depends on the meaning of 2♣, it found no failure to disclose any agreement.

Accordingly, the committee reinstated the table result of 4♠ by North making four, N/S plus 420 and E/W minus 420.

The Committee: Bob Schwartz (Chair), Abby Heitner, Eugene Kales, Chris Moll and Jacob Morgan.

Commentary:

Goldsmith Missing from the write-up is a clear description of what was Announced/asked/explained and when. I believe what happened was that 2♣ was Alerted (*Editors note: 2/Inatural and forcing to game does not require an Alert. That agreement is noted by checking a box at the top of the convention card. If the agreement is that the 2♣ call was artificial and forcing to game, an Alert is required.*), West asked and was told "game force." West apparently assumed that meant "artificial game force," but East was in the dark.

It's cutting things pretty fine to say that East should have said, "no agreement," vs. "I don't know." In fact, "I don't know" is probably more accurate given that East didn't know what 2♣ meant. If 2♣ had been explained as natural, then I'm sure E/W would have known that the double was for the red suits, and if it had been explained as artificial, then they would have known that the double showed clubs. Why West didn't get a clarification before acting is beyond me, but it is arguable that N/S should get a 1/4 board procedural penalty (PP) for failing to describe 2♣ as "artificial, forcing to game" or "natural, forcing to game" as appropriate, assuming E/W asked. Indeed, that failure to explain properly led directly to the initial adjusted score and appeal. Law 90 suggests a PP for errors in procedure which lead directly to an adjusted score.

Otherwise, good job by the appeals committee.

Polisner Terrible director ruling and excellent committee decision. It is not clear how any issue about the double prevented South from getting to 3NT.

Rigal This is the sort of behavior from expert players that drives me mad. Artificial systems generate confusion for everybody. Yes it's all legal, and yes, I'm happy for anyone to play anything. But...when you put your opponents in an unfamiliar position, badger them till you upset them, and then plead that **THEY** have the agreements not you... it passes all belief! And for them to win the initial TD decision. Humphh!!
Again if the initial decision had gone the way it should have, then N/S would have been in AWMW territory.

Smith

I believe the 2♣ bid was Alerted. Why would anyone expect an Alert of a natural game forcing 2♣ bid? Doesn't the Alert itself strongly imply that it is artificial? If the meaning of your call depends on the answer to that question, wouldn't you at least ask? But West did not ask since he thought he knew what 2♣ meant.

East apparently did not know, and perhaps he was partially unwilling to offer an explanation about the meaning of the double since he knew his partner had not asked about the meaning of 2♣. He couldn't know for sure what his partner thought when he doubled. So I can't help thinking E/W had a lot to do with this mess, even though North should have been careful to use the word "artificial."

So, from that point on one of two things happened. Either E/W was a pair playing in the finals of an NABC+ event who had not come to an agreement about the meaning of doubles of artificial versus natural bids, or they did not do enough to disclose their agreements. It may be true that they had no agreements here, but, if so, it strikes me as irresponsible and quite unfair to the opponents. Our conditions of contest contain this statement: "A partnership is responsible for knowing when their methods apply in probable (to be expected) auctions." So either they didn't know and bear some responsibility for what happened here, or neither of them thought to mention at some point after repeated questioning that doubles of artificial bids show the suit and doubles of natural bids are takeout. How hard would that have been?

Are we really comfortable with allowing a pair to stand on a very narrow interpretation of the law in this kind of case? I'm not. While the law does say that a player "need not disclose inferences drawn from his general knowledge or experience," it does state that when answering questions "a player shall disclose all special information conveyed to him through partnership agreement or partnership experience" (law 75 C). Further, our Alert regulations state: "Opponents need only indicate the desire for information - all relevant disclosure should be given automatically."

While I don't think these players were trying to gain an advantage by the way they responded to the questions they were asked, they did gain an advantage. I don't think they conformed to the requirements of Law 75 C quoted above and our regulations, if they had an agreement about doubles, whether explicit or implicit. And if they didn't have an agreement, they should have. So I would be reluctant for those reasons to uphold their appeal and I have more sympathy with the directors' ruling. Give N/S a procedural penalty if you like for their inadequate explanation, but I believe the original score adjustment was correct.

Wildavsky I've heard this N/S describe this agreement as "Clubs or not clubs." That may be accurate, but it's not informative. I have no reason to believe that the language barrier plays a role here. "Game Forcing and Artificial" gets to the essentials.

West doubled an artificial game-forcing call. East explained, correctly, that they had no special agreement about the double. It would have been an infraction to say "We've agreed that it shows clubs" when they had not discussed the matter. Not having discussed the call does not preclude East from making the lead any of us would have made in the same situation. I find the tournament director's ruling puzzling. The appeals committee corrected an injustice.

Wolff OK ruling.