



The European Bridge League

Appeals Booklet 2006

**Including the Appeals from:
The European Championships,
Warszawa**

Statistics from the Appeals Committee
by Herman De Wael

During these championships, 13 cases were brought before the Appeals Committee. Compared to the total number of boards (36,432), this means the Board Appeal Ratio is 0.36 appeals per 1,000 boards, which is slightly up from Malmö, where the tournament had two tables less, and there were only 12 appeals.

The Women brought 2 appeals, the seniors none.

Only in 3 cases was some change brought to the Director's ruling.

The deposit was kept 3 times.

The Appeals Committee heard all cases from within a group of six members, with a visiting member twice to fill up the numbers, in particular when four teams decided to appeal at the same time. An average of 4.23 members served on the Committees. Twice a Committee had to be convened composed of the minimum number of 3 members.

All the Appeals have been written up and will be published on the Web.
(www.eurobridge.org - follow the link to departments-appeals)

Board-Appeal Ratio's (BARs)

In order to compare the rates of appeals, the EBL Appeals Committee have developed the notion of a Board-Appeal Ratio. This is the number of appeals that are heard in relation to the number of boards played. It is expressed as the number of appeals per 1,000 boards played. Over the past decade, the BARs have gone down, but it seems as if the levels have stabilised now.

BARs throughout the years:

Teams tournaments:

Malta 1999	0.70
Tenerife 2001	0.81
Salsomaggiore 2002	0.56
Malmö 2004	0.33
Warszawa 2006	0.36

Open tournaments:

Menton 2003	0.32
Tenerife 2005	0.26

Appeal No. 1
Latvia v Israel

Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Grattan Endicott (England), Ton Kooijman (Netherlands)

Open Teams Round 1

Board 14. Dealer East. None Vulnerable.

	♠ 5 4 3 2	
	♥ 9 6 3	
	♦ 7 4	
	♣ 9 8 7 2	
♠ K Q J	/	♠ 8 7
♥ 8 7 5 4		♥ K J 10 2
♦ A 8 6 5 3		♦ Q 9
♣ 10		♣ A Q J 6 5
	♠ A 10 9 6	
	♥ A Q	
	♦ K J 10 2	
	♣ K 4 3	

West	North	East	South
<i>Liran</i>	<i>Hayes</i>	<i>Levinger</i>	<i>Rubenis</i>
		1♣	INT
Dble	All Pass		

Contract: One No trump doubled, played by South

Lead: Five of Diamonds

Play:	W	N	E	S
	♦5	♦4	♦Q	♦K
	♠K	♠2	♠8	♠A
	♠J	♠3	♠7	♠6
	♥8	♥3	♥K	♥A
	♠Q	♠4	♣5	♠10
	♦8	♦7	♦9	♦10
	♥4	♥6	♥2	♥Q
	♥5	♠5	♣6	♠9
	♣10	♣2	♣J	♣3

and East has to bring South another trick with the ♣K.

Result: 7 tricks, NS +180

The Facts:

South had taken some time before playing the ♦K to trick one.

After the board was played, West stated that South's hesitation had made him believe his partner had three diamonds. West told that he had discarded a heart in stead of a diamond because of this. While consulting was going on among the directors (after the match had ended), East approached the directors and stated that he had had the problem. He should not have played the ♥K.

The Director:

Ruled that it had not been the hesitation which had caused the contract to be made.

Ruling:

Result Stands

Relevant Laws:

Law 73F2

East/West appealed.

Present: All players and both Captains

The Players:

South was first asked to agree that there had been a hesitation. He indeed agreed that he had taken something like 20 seconds before playing the ♦K. He had played from dummy immediately. The Director had told him that he should not have thought at this time, but rather after playing the King (or indeed before playing from dummy). South apologised for his actions.

East explained that he had made a mistake by putting in the ♥K at trick 4. West could now see, using the information from the hesitation, that East could not be as strong as KJ10.

West explained that they play the 8 both from a holding of 8754 and A875.

The Captain of East/West wanted to know what South was thinking about, but the Committee was coming to that.

South explained that he had been thinking about the whole deal. From the bidding he deduced hearts were going to be 4-4. He was planning his play.

The Committee:

Considered what East/West knew about each other's holdings. West knew East did not have ♦10 because of the Smith peter in spades. East knew West had either the ♥A or the ♦A. But the hesitation did not influence this knowledge. This was a very hard hand to defend, and the ambiguity of the lead of the 8 from both 8 fourth and A8 fourth did nothing to help solve the problem.

There was no clear case that the Director had made a wrong ruling.

The Committee's decision:

Director's ruling upheld.

Deposit: Returned

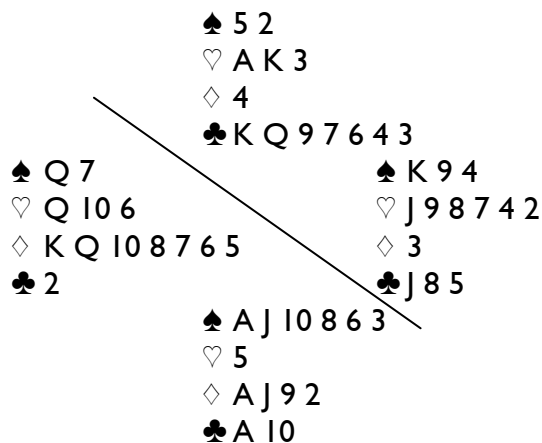
Appeal No. 2
Estonia v Lithuania

Appeals Committee:

Bill Pencharz (Chairman, England) , Herman De Wael (Scribe, Belgium), Jens Auken (Denmark), Jean-Claude Beineix (France), Grattan Endicott (England)

Open Teams Round 3

Board 15. Dealer South. North/South Vulnerable.



West	North	East	South
<i>Babickaj</i>	<i>Tihane</i>	<i>Tyla</i>	<i>Dalberg</i>
3♦	4♣	Pass	1♠
Pass	4NT	Pass	4♦
Pass	6♣	All Pass	5♣

Contract: Six Clubs, played by North

Lead: ♦3

Play: after drawing trumps, declarer played spade towards the table. East played low, he put on the ten and repeated the finesse afterwards.

Result: 12 tricks, NS +1370

The Facts:

4♦ had been explained by South as RKCB. North had explained it, on paper, as "usually is RKCB with ♣". South had thought a long while before bidding 5♣ and North had agreed that there had been a break in tempo.

North had explained to the Director that he had been only 90% sure whether 4♦ had been intended as RKCB. He had chosen to bid 4NT, a bid his partner could never pass out, intending to raise to slam when the club fit was established. As a RKCB response, 4NT showed two key-cards without the trump queen, and he believed partner could not be lacking 2 aces for his bid of 4♦, even if it were not meant as RKCB.

The Director:

Consulted with a number of players, mainly wanting to know if they believed South could have fewer than 2 aces. None of them thought he could, so the Director ruled that there was no Logical Alternative to the bid of 6♣.

Ruling:

Result Stands

Relevant Laws:

Law 16A2, 73C, 73F1

East/West appealed.

Present: All players, both Captains and a translator for East/West.

The Players:

All players agreed to the facts as presented by the Director.

East/West, through their captain, put forward that when 4♦ is used as RKCB, there are more chances of stopping in 5♣, so the bid should not promise the same sort of values as when 4NT is used. Therefore, they did not believe South had necessarily shown two key cards.

North explained their general principles. 4♦ was used as RKCB whenever clubs had been established as the trump suit. They had some agreements about this when 2♣ was used as a game-forcing relay, or as an opening bid (they play Precision), but not when 4♣ was the first bid, as here. However, he had been 90% certain the agreement applied here as well, which is why he had used the word "usually" when writing his response. Being uncertain, however, he had decided not to show the ♣Q by bidding 5♣, but to bid 4NT instead, a bid partner would not be able to pass. When South then bid 5♣, North was certain that South had intended 4♦ as RKCB agreeing clubs, and had bid the slam.

South explained why he had hesitated. He had chosen 5♣ immediately, but had then thought once more. He too had been uncertain if 4♦ had been RKCB. If it had not been, then maybe 4NT was RKCB, in which case his answer was also 5♣ (3 kc).

The Committee:

Found that North's hand was strong enough to go to slam, and that North had explained his reasons for acting as he did, to the Director, the Appeal Committee, and the table, in a satisfactory manner.

The Committee's decision:

Director's ruling upheld.

Deposit: Returned

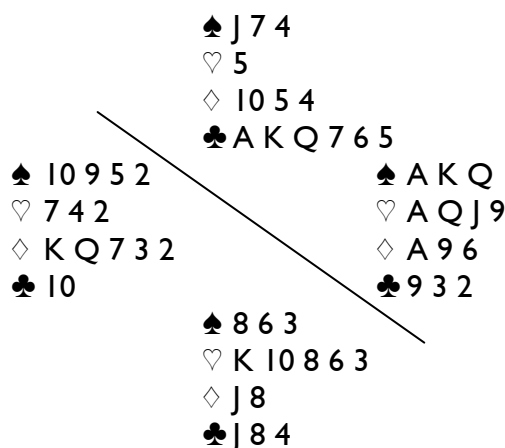
Appeal No. 3
Ireland v Germany

Appeals Committee:

Jens Auken (Chairman, Denmark), Herman De Wael (Scribe, Belgium), Jean-Claude Beineix (France), Grattan Endicott (England), PO Sundelin (Sweden)

Open Teams Round 13

Board 11. Dealer South. None Vulnerable.



West	North	East	South
<i>Fritsche</i>	<i>Hanlon</i>	<i>Marsal</i>	<i>McGann</i>
Pass	INT	Dble	Pass
2♣	All Pass		Redble

Comments: INT 14-15, Dble 15+

Contract: Two Clubs, played by West

Result: 6 tricks, NS +100

The Facts:

As a reply to the question about the meaning of the redouble, South had written "transfer to 2 clubs, usually a 1 suited hand". North had explained it as "any single suited hand". West thought South had shown clubs and intended his 2♣ as conventional. He had written "not discussed, not natural". When South saw this, he wrote as an extra explanation "I may or may not have clubs", but by this time the tray had been to the other side of the screen and had returned with 2 passes, and West had to play 2♣.

The Director:

Asked a number of players, who stated that they would understand South's message as showing any one-suited hand, not specifically clubs. The specific mention of the 2 in "transfer to 2♣" should mean that only the bid, not the suit, was indicated. Since this meant there was no misinformation, there could be no adjusted score.

Ruling:

Result Stands

Relevant Laws:

Law 75A, 40C

East/West appealed.

Present: All players except East and both Captains

The Players:

West explained that the correct term for what South meant was "puppet", not "transfer", which means that the one who transfers has the suit he is transferring to.

Especially with players whose first language was English, he felt no need to doubt this, and the "2" had not made him suspicious of anything else. Even when South added that he "may or may not have clubs", he was not suspicious, since it is well known that one transfers to the club suit, intending to start an escape sequence if doubled. Anyway, when that information came, it was already too late.

South explained that he believed this was a common convention, and he thought he had explained correctly. When West bid and alerted 2♣, he had asked what it meant, and he had asked West to write the reply a second time because the first was not very well readable (this paper was presented at the hearing, it contained the words "not discussed, not natural" twice). After this, he had explained, again written, "I may or may not have clubs". South could not remember exactly when in the course of all this the tray had passed over and back.

The Committee asked the Director if West could have taken his bid back, and the Director explained that as long as East had not called, he might have let West (and North) change their bids, but by the time the tray returned with 2 passes, it would have been too late to alter anything.

West was asked why he had only called the Director after the hand and not when dummy came down, and West replied that at that time he still did not know where a wheel had come off; only after the play did he ask his partner what the explanation had been and at that time everything had been clear to him.

South told the Committee, and his opponent, that he had not meant to cause the misunderstanding, and that he was sorry that he had.

North explained that his opening bid had been a tactical one. He had explained the redouble to East as "any 5+ suit", and the tray had stayed at his side for a while, East doing some thinking.

When asked whether he ever used the word puppet in this situation, South replied that it was not in his vocabulary, "puppet" only being used to describe the well-known type of Puppet Stayman over NT.

The Committee:

Arrived at four conclusions:

- 1) South had not explained well enough that he could have had any one-suiter (the "Guide to Completion of the WBF Convention Card" consistently uses the word "transfer" when the suit is real and "puppet" when only the bid is intended). In contrast, North's explanation is a correct one.
- 2) West could perhaps have done more to protect himself, but he should be able to rely on native English speakers using the bridge expressions in their correct meaning.

3) After having seen that West was confused, South should have realised he might have been misunderstood. South should not have pushed the tray through, he could have kept it on his side until after giving his second explanation.

4) East did not make any effort to get to game. After all, 2♣ was a free bid. In order to do justice, the Committee decided to award East/West a reasonable partscore.

The Committee's decision:

Score adjusted to 3♦ by East/West, making 10 tricks, NS -130.

Deposit: Returned

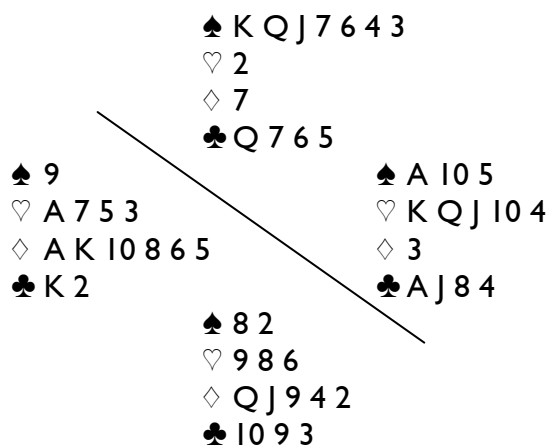
Appeal No. 4
Israel v Netherlands

Appeals Committee:

Bill Pencharz (Chairman, England) , Herman De Wael (Scribe, Belgium), Jens Auken (Denmark), PO Sundelin (Sweden)

Open Teams Round 13

Board 17. Dealer North. None Vulnerable.



West	North	East	South
<i>De Wijs</i>	<i>Lavinger</i>	<i>Muller</i>	<i>Liran</i>
	4♠	Pass	Pass
Dble	Pass	5♠	Pass
5NT	Pass	6♥	Pass
7♥	All Pass		

Contract: Seven Hearts, played by East

Result: 13 tricks, NS -1510

The Facts:

The NPC of North/South called the Director at the end of the match. East had taken a very long time before passing over 4♠, and again in the next round of bidding. North/South objected to the double and to the raise to 7♥.

The Director:

Ascertained that East had indeed taken a long time, and that West had acknowledged this at the table, and decided to allow the late call and rule that there had been unauthorized information. The Director consulted with a number of players, asking them what they would have done with the West hand (not mentioning the break in tempo, of course). All the players would have doubled, and all were thinking about raising to 7♥, but not all eventually would have. When told about the hesitation, all players agreed that it made no difference, since all the information they needed was contained in the bid of 5♠. Consequently, the Director ruled that there had been no logical alternative to the Double, and that the unauthorized information had not suggested the raise to 7♥.

Ruling:

Result Stands

Relevant Laws:

Law 16A

North/South appealed.

Present: All players and the Captains and Coaches of both teams

The Players:

All concurred that there had been a break in tempo. East admitted to thinking for a long time. The captain of North/South, who had been sitting on the North/East side stated that he had looked at his watch after one minute and that five more minutes had gone by before East passed. West confirmed that the delay had been "a couple of minutes". The captain of East/West, who had also been sitting on the North/East side, called it "a couple of minutes" too.

As to the alleged break in tempo in the second round of bidding, West did not agree that it had occurred. The tray may have returned "somewhat slower" but one has to accept that as normal at this level of bidding. The Captain of North/South stated he had timed it to 4 minutes.

The Director told the Committee that the table had not been in real time troubles, but that the match finished with only a 2 or 3 minutes left on the clock. For that reason, and because West did not dispute the break in tempo, he had accepted to consider the case even despite the late call.

North/South, by way of their captain, stated that they did not contest that East had no Logical Alternatives to his double, and that they accepted that call. They did not accept however, that 5♠ should have shown the ♣A. With the same hand but only the ♣Q in stead of the ace, East could also have bid 5♠. The break in tempo helped in reducing that possibility. With the extra information, 7♥ became an "educated gamble".

North/South pointed to the fact that not all players that had been consulted had raised to 7♥, which surely must have meant that passing was a logical alternative. Combined with the undeniable unauthorized information, that must lead to an adjusted score.

West stated that in order for East to bid 5♠, he needed to have ♥KQ fifth and the two black aces. He had bid 5NT in order to find out what 5♠ was based on, and raised to seven when he found out it was based on hearts. He would have passed 6♣. He did not believe his partner could have had a two-suited hand, since he would have bid 4NT with that.

The Committee:

Ruled that there had been a significant break in tempo by East on the first round of bidding (the Committee preferred to call it "4 or 5 minutes" to "a couple of minutes"), but not on the second round.

The Committee found that 5♠ did indeed show a very great hand, and should be considered a grand slam invitation. The call was very close.

But in the end, the opinion in the Committee prevailed that a break in tempo of 4-5 minutes is very long and contains substantial unauthorized information, and that a player ought to be bending backwards in trying not to take advantage of it.

The Committee's decision:

Score adjusted to 6♥ by East, making 13 tricks, NS -1010.

Deposit: Returned

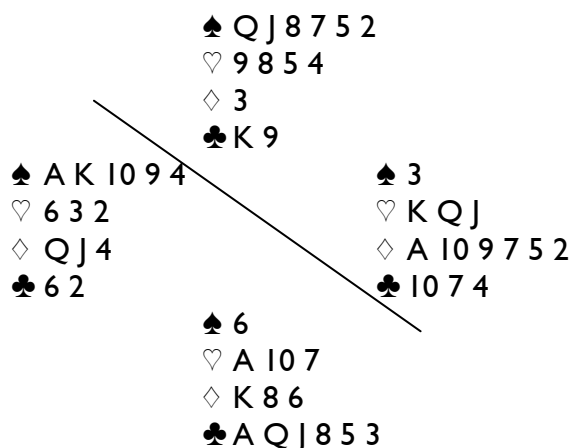
Appeal No. 5
Croatia v Norway

Appeals Committee:

Jens Auken (Chairman, Denmark), Herman De Wael (Scribe, Belgium), Jean-Claude Beineix (France), Grattan Endicott (England), PO Sundelin (Sweden)

Women Teams Round 7

Board 18. Dealer East. North/South Vulnerable.



West	North	East	South
<i>Thoresen</i>	<i>Sver</i>	<i>Remen</i>	<i>Pilipovic</i>
2♠	Dble	1♦ All Pass	2♣

Contract: Two Spades Doubled, played by West

Result: four tricks, NS +800

The Facts:

According to the system of North/South, the meaning of the double depends on the meaning of 2♠. If 2♠ is not forcing, the double is for penalties, but if it is forcing, the double shows a club honour. North had asked about the meaning of 2♠, was told it was forcing, and North therefore alerted her double and explained it as showing a club honour. South did not ask about 2♠, assumed it was non-forcing, and consequently explained the double as being for penalties. West passed.

The Director:

Established all these facts and checked the supplement to the North/South convention card, which had been at the table all the time, and which confirmed the system as explained above.

The director ruled that West had been misinformed. He asked West if she would have bid something else if she had been told that the double showed a club honour, and she said she would not have. The director then concluded that East/West had not been damaged by the misexplanation (by South to East).

Ruling:
Result Stands

Relevant Laws:
Law 75A, 40C

East/West appealed.

Present: All players and the Captain of East/West

The Players:

East stated that if she had been told that the double was for penalties, she would have bid 3♦. She realised that she had received a correct explanation, but she pointed out that West had not. West had to believe her partner had also received the same explanation, and West could therefore conclude that East had at least 2 spades. This might have influenced West's decision to stay in 2♠X, rather than look for an alternative.

North confirmed that her double really showed a club honour. She had alerted it, and told East the meaning. She further explained that East had already passed before asking about the double.

North explained the mistake made by South. She had been looking at her singleton spade, and therefore assumed that 2♠ was non-forcing and the double for penalties. She had neglected to ask about the meaning of 2♠, in which case she would have given a correct explanation as well.

The Committee:
Agreed with the Director's ruling.

The Committee's decision:
Director's ruling upheld.

Deposit: Returned

Appeal No. 6
Romania v Bulgaria

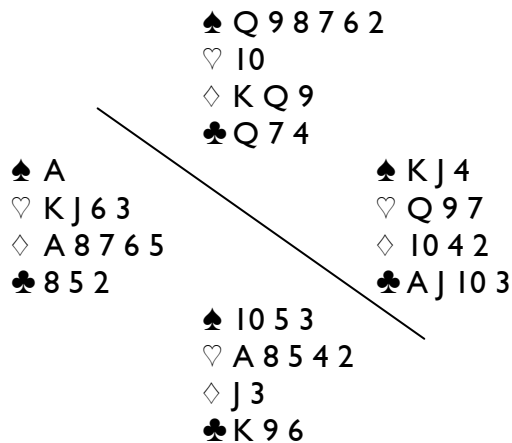
Appeals Committee:

Bill Pencharz (Chairman, England), Jens Auken (Denmark), Jean-Claude Beineix (France),
 Grattan Endicott (England), PO Sundelin (Sweden)

Herman De Wael sat in on the meeting to act as Scribe

Open Teams Round 20

Board 9. Dealer North. East/West Vulnerable.



West	North	East	South
<i>Petkov</i>	<i>Briciu</i>	<i>Marashew</i>	<i>Ghigheci</i>
	Pass	Pass	Pass
1♦	1♠	2NT	Pass
3♦	Pass	3NT	All Pass

Contract: Three No trumps, played by East

Lead: ♥4

Play:	W	N	E	S
	♥3	♥10	♥Q	♥4
	♦8	♦9	♦2	♦3
	♠A	♠7	♠4	♠3
	♥6	♠6	♥9	♥2
	♦7	♦K	♦4	♦J
	♦A	♦Q	♦10	♥5
	♦6	♣4	♣3	♥8
	♦5	♠2	♥7	♠5
	♣2	♣7	♣J	♣K
	♥A	♥J		

At this point, the remaining cards are:

	♠ Q 9 8	
	♥ -	
	♦ -	
	♣ Q	
♠ -		♠ K J
♥ K (J)		♥ -
♦ -		♦ -
♣ 8 5		♣ A 10
	♠ 10	
	♥ (A)	
	♦ -	
	♣ 9 6	

The Facts:

At this point, West shows his hand (and specifically the ♣10) to North, and tells him "You are squeezed". North plays the ♠8, and East the ♠J. Now North calls the Director and tells him that East has claimed.

The Director:

Ascertains the facts and rules that East has claimed. He judges that throwing the ♣10 on this trick is a normal play and he rules that North/South make one more trick.

Ruling:

8 tricks, 3NT-1 (NS +100)

Relevant Laws:

Law 68A, 70A

East/West appealed.

Present: All players except West and both Captains

The Players:

East, through his captain, accepted that he had indeed said "You are squeezed" to North. North had not said anything, but had played the ♠8. Now East had thought again, and he had remembered the ♠7 from North, followed by the ♠6 and ♠2, and the ♠3 in South, noting that his opponents had been giving correct count all the time. So East had clear evidence that North held three more spades and that the ♣Q had to be bare.

The Captain of East/West further told the Committee that he was not sure what the laws say about this matter, but that he believed it was not a claim if North played on. He did not believe the playing on meant that North thought he was not squeezed, as a player need not admit to being squeezed. He was certain his player had made no use of unauthorized information in selecting the ♠J for trick 10.

The Committee asked the Director to read Laws 68A and 68D to the meeting:

Law 68A: Any statement to the effect that a contestant will win a specific number of tricks is a claim of those tricks. A contestant also claims when he suggests that play be curtailed, or when he shows his cards (unless he demonstrably did not intend to claim).

Law 68D: After any claim or concession, play ceases. All play subsequent to a claim or concession shall be voided by the Director. If the claim or concession is acquiesced in, Law 69 applies; if it is disputed by any player (dummy included), the Director must be summoned immediately to apply Law 70 or Law 71, and no action may be taken pending the Director's arrival.

The Committee:

Judged that the Director had made the correct ruling. This is a very clear case of Law.

The Committee's decision:

Director's ruling upheld.

Deposit: Forfeited

Special Hearing Italy v Israel

Appeals Committee:

Bill Pencharz (Chairman, England), Jens Auken (Denmark), Jean-Claude Beineix (France), Grattan Endicott (England), PO Sundelin (Sweden)

Herman De Wael sat in on the meeting to act as Scribe

Open Teams Round 22

Board 12. Dealer West. North/South Vulnerable.

	♠ 8 6 4		
	♥ 8 7 6 5 2		
	♦ J 5 3 2		
	♣ 7		
♠ Q J 3		♠ A K 10 2	
♥ A 10 4		♥ K Q 9	
♦ Q 10		♦ 4	
♣ A K Q 9 8		♣ J 5 4 3 2	
		♠ 9 7 5	
		♥ J 3	
		♦ A K 9 8 7 6	
		♣ 10 6	

West	North	East	South
<i>Levinger</i>	<i>Bocchi</i>	<i>Liran</i>	<i>Duboin</i>
1♣	Pass	1♠	Pass
2NT	Pass	4♦	Pass
4NT	Pass	6♣	All Pass

Comments: 1♣ natural, 5-card majors, min. 3-card ♣; 4♦ see below

Contract: Six Clubs, played by West

Result: 12 tricks, NS -920

The Facts:

The Director arrived at this table when the bidding was up to 2NT, to warn them of the time remaining. He witnessed all the following.

East alerted his bid of 4♦ and explained it as splinter. He then explained 4NT as "to play" and corrected to 6♣, after a long delay. The Director described the delay as being 5 minutes long.

On the other side of the screen, West had alerted 4♦ and explained it as "auto-splinter", which meant a splinter fixing spades as the trump suit. He then intended 4NT as RKCB (for spades). When the tray came back with 6♣, he passed. South called the Director as soon as West had passed (by a simple raising of the hand), complaining that West may have used the unauthorized information from the break in tempo in deciding to pass 6♣.

The Director:

Collected the facts, including the meaning of 6♣ after RKCB (an odd number of key-cards and a useful void) and decided he would have adjusted to 6♠, but for the fact that this contract would be making. He decided to refer the matter to the Appeal Committee for further investigation.

Ruling:

Result Stands

Relevant Laws:

Law 73C

Present: All players and both Captains

The Players:

East explained that 4♦ had been a splinter, and that 4NT meant partner did not want to play a slam (probably 4333 distribution). East told the Committee he was thinking about bidding slam anyway, and it had taken him a long time to decide.

West explained that he had thought 4♦ was an autosplinter and he had asked for key-cards. His answer of 6♣ was very strange but since it meant missing a key-card, he decided not to go to the grand. In case the small slam depended on a spade finesse, he decided that it might be better to play in clubs, and so he gambled to pass.

When asked which of the two meanings 4♦ should be having, East/West were still not certain. They had agreed on a number of sequences, such as 1♣-1♠-INT-4♦

(autosplinter) and 1♣-1♠-INT-3♦ (splinter), but they had no agreement over 2NT.

South pointed out several flaws in West's reasoning. If the spades depended on a finesse, East would have autosplintered on just six points (♠A and ♥Q).

The Committee:

Saw no problem with East. All his actions had been logical.

On the other hand West could have realised that his earlier explanation had been wrong. He could have changed his explanation and explained his pass over 6♣ on the basis of this new realisation. Yet he simply passed and this action was probably based on the long hesitation by his partner.

The Committee's decision:

No criticisms against East.

West is strongly reprimanded. To be consistent with his explanations he should have bid 6♠.

Deposit: None taken

consulted with several players about the meaning of South's double with North's actual information, and all players agreed that this double must be for penalties, but they had differing opinions about passing or removing. The director believed it was not certain that North would always pass with the other information and decided to weight the scores.

Ruling:

Score adjusted to

Both sides receive:

25% of 4♦X-2 by West (NS +300)
plus 75% of 5♣X-3 by North (NS -800)

Relevant Laws:

Law 75A, 40C

Law 12C3, Code of Practice enabling Tournament Director to award Adjusted Scores under Law 12C3.

Both sides appealed.

Present: All players except West and the Captain of North/South

The Players:

East explained that in his opinion, over a 3♦ pass/correct, 3♥ would show the singleton diamond, in a minimum hand, while the other bids would show the singleton bid and a maximum hand. East showed part of his system notes to try and explain what his partner had been thinking. He showed one situation (2♦-P-2♥-X) in which the first level would show a singleton heart, in a minimum hand, and the second level the same singleton in a maximum hand. The director could not comment on whether West had told South anything about his hand being maximum, but South later confirmed that West had in fact done so.

East explained that he had appealed the ruling because North, in any case, had the information that West held four clubs, and yet he had chosen to take the double out and play in clubs.

North explained that he had bid 2NT because he did not want to commit to too high a level. He suspected East/West to have a fit in one of the majors, and maybe he could steal the contract in 3NT, possibly even making that. North had asked about 3♠ and had it confirmed to him that it showed a singleton spade, even if East had added a question mark to his explanation ("1444?"). When the tray came back with a double over 4♦, he knew this would be penalty oriented, but it was clear partner was banking on some tricks by himself. He did not risk this and gambled that 5♣ would not cost too much. On the other hand, if he had known dummy had only singleton diamond, he could count on some trump tricks in partner and pass more confidently, certainly more than a quarter of the time.

The captain of North/South wanted to know how the director had arrived at the weight of ¼. He suspected that the director had consulted just four players, but the director told that he had consulted three, and that the weight was not a result of a poll but his estimation of how likely it was that North would pass.

The Committee:

Started by confirming that it was not proven which was the correct explanation and that therefore the non-offending side was entitled to the best assumption for them. The committee confirmed it has to be assumed that North had been misinformed.

However, North had misdescribed his own hand so severely that he can no longer trust his partner's penalty double. So he would always be in doubt, and retreating to 5♣ would always remain an option for him.

With regards to the appeal lodged by East/West, the committee judged that North had been damaged and some percentage of him passing 4♦X should be taken into account.

With regards to the appeal lodged by North/South, the committee agreed with the judgment by the director that the frequency of passing was rather low.

The Committee's decision:

Director's ruling upheld.

Deposit: Returned (both)

Note: the result at the other table was 4♠W-1, NS +50 so the final result on the board was:

25% of +300 - +50 = +6IMPs

plus 75% of -800 - +50 = -13IMPs

equating to -8.25, rounded to -8 IMPs to the team of North/South

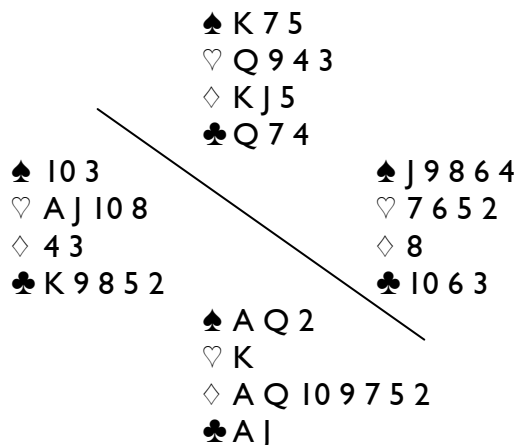
Appeal No. 9
Luxembourg v Sweden

Appeals Committee:

Jens Auken (Chairman, Denmark), Jean-Claude Beineix (France), Grattan Endicott (England), Barry Rigal (USA)

Open Teams Round 24

Board 8. Dealer West. None Vulnerable.



Note: This is the same hand as in appeal 11

West	North	East	South
<i>Nyström</i>	<i>Bausback</i>	<i>Bertheau</i>	<i>Lofgren</i>
Pass	1♦	Pass	2♠
Pass	2NT	Pass	3♦
Pass	3♥	Pass	4♦
Pass	4♥	Pass	4♠
Pass	4NT	Pass	6♦
All Pass			

Comments:

- 1♦ 11-16, 1+ card ♦
- 2♠ 17+, GF
- 2NT 11-13 or waiting
- 3♦ (N-E) diamonds, if he has a singleton it is in ♣ (S-W) diamonds
- 3♥ (N-E) relay (S-W) values
- 4♦ Blackwood, no singleton
- 4♥ I don't answer
- 4♠ You must
- 4NT 1 key-card

Contract: Six Diamonds, played by North

Lead: small heart

Result: 12 tricks, NS +920

The Facts:

3♦ and 3♥ had been explained differently at either side of the screen (see above). East called the Director at the end of the play. He had led a small heart, but if he had known that 3♥ had shown values, he would have led something else.

The Director:

Tried to find out what 3♦ really meant, and it turned out that both players had been mistaken. 3♦ showed diamonds and club shortness. As a consequence, 3♥ could not have been a relay, it had to show values. The director concluded that East had been misinformed. He asked players what they would lead on East's cards if they are told:

- North has 11-13 balanced, with values in hearts and 1 key-card.
- South has 17+, long diamonds, and shortness in clubs.

On the basis of that enquiry, he decided to adjust the score.

Ruling:

Score adjusted to

Both sides receive:

60% of 6♦= by North (NS +920)
plus 40% of 6♦-1 by North (NS -50)

Relevant Laws:

Law 75A, 40C

Law 12C3, Code of Practice enabling Tournament Director to award Adjusted Scores under Law 12C3.

North/South appealed.

Present: All players and both Captains

The Players:

North/South told the committee that they did not contest that they had misexplained the auction, but they believed that a club would not be led if East knows there is a club shortness.

East stated that there remained 2 possible leads, but that the spade lead was impossible after a correct explanation.

The Committee:

East is entitled to know the exact meaning of the bids, which implicitly includes that 3♥ shows heart values. The committee agrees that East would not lead a spade since West had not doubled a spade cue. The committee found that a club lead was rather more attractive than what was reflected in the director's decision (40%). The director has awarded the minimum acceptable percentage in the committee's opinion, but the committee does not think it is sufficiently more attractive to justify altering the director's percentages.

The Committee's decision:

Director's ruling upheld.

Deposit: Forfeited

Note: the result at the other table was 3NT+3, NS +490 so the final result on the board was:

60% of +920 - +490 = +10 IMPs
plus 40% of -50 - +490 = -11 IMPs
equating to +1.6, rounded to +2 IMPs to the team of North/South

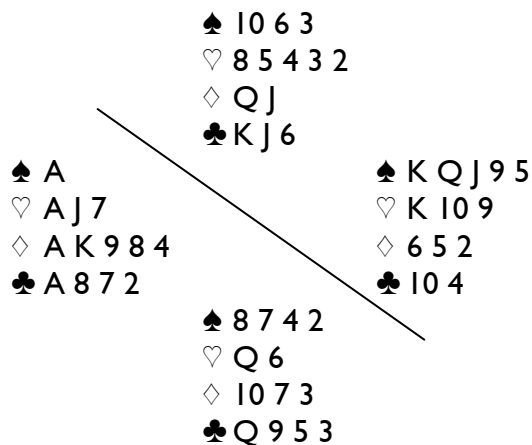
Appeal No. 10
Israel v Lithuania

Appeals Committee:

Jens Auken (Chairman, Denmark), Jean-Claude Beineix (France), Grattan Endicott (England), Barry Rigal (USA)

Open Teams Round 24

Board 11. Dealer South. None Vulnerable.



West	North	East	South
<i>Michailovas</i>	<i>Birman</i>	<i>Lukinskas</i>	<i>Fohrer</i>
			Pass
1♣	Pass	1♠	Pass
3♦	Pass	3♠	Pass
3NT	Pass	4♦	Pass
4♥	Pass	4♠	Pass
4NT	Pass	5♣	Pass
5♥	Pass	5♠	Pass
5NT	Pass	6♦	All Pass

Comments:

- 1♣ Polish
- 3♦ strong with diamonds
- 4♥/4♠ cue-bids
- 4NT RKCB (all explanations N-E)
- 5♣ 0/3
- 5♥ asks for ♦Q
- 5♠ no
- 5NT asks for kings
- 6♦ 1 king

Contract: Six Diamonds, played by West

Result: 12 tricks, NS -920

The Facts:

South called the director at the end of the board complaining about a slow 6♦ and a misexplanation of the auction. The hesitation was agreed upon (40-50 seconds). West had given a summary explanation of East showing 3 kings and no ♦Q. He later admitted to confuse 5♥ (asking for kings) and 5NT (bid 7 with the ♦Q). East stated he was weak for the auction and decided to lie about the number of kings.

The Director:

Ruled that there had been no damage from any misexplanation, and that there was no logical alternative to passing 6♦.

Ruling:

Result Stands

Relevant Laws:

Law 16A

North/South appealed.

Present: All players except North and both Captains

The Players:

South contested the account of the facts by the director. The explanations above had been those from East to North. To South, West had admitted that 5♥ was a relay, but he had intended it as asking for kings, in which case 5♠ would show 0 or 3 kings. 5NT was then intended as asking for the ♦Q, and West had interpreted 6♦ as denying that card. East agreed that the tray may have remained on his side of the table for some 50 seconds. He knew the ♦Q was missing and could not understand why his partner was exploring the grand slam. After all, neither East nor West had shown possession of the ♦Q. South commented that West had two options. Either he is playing East's method and he is using the hesitation to stop in 6♦ or he is explaining a loss of memory as to his system.

The Committee:

Found it unfortunate that the director had failed to get full facts from West (he had obtained full a detail of West's statements away from the table later). East heard 3NT non-forcing and did not think a grand slam was on. He knew the ♦Q was off and could not understand what West was doing. East has done nothing wrong. With regards to West, it is unlikely that he intended to do what South suggested. There is no evidence of it.

The Committee's decision:

Director's ruling upheld.

Deposit: Returned

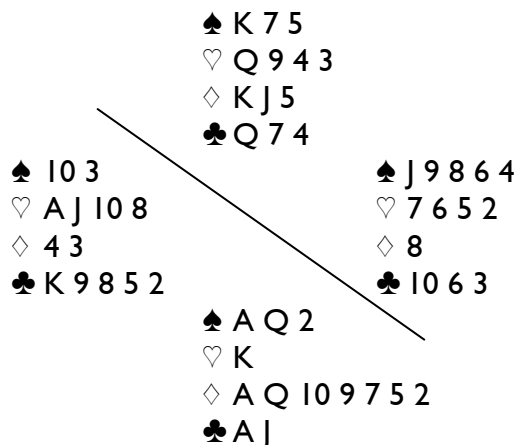
Appeal No. 11
Latvia v Portugal

Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Jean-Claude Beineix (France), Grattan Endicott (England)

Open Teams Round 24

Board 8. Dealer West. None Vulnerable.



Note: This is the same hand as in appeal 9

West	North	East	South
<i>Matos</i>	<i>Romanowska</i>	<i>Cruzeiro</i>	<i>Rubins</i>
Pass	Pass	2♦	Dble
Pass	3NT	Pass	4♦
Pass	4♥	Pass	4♠
All Pass			

Comments: 2♦ Multi
 Dble T/O of spades OR any good hand
 rest see below

Contract: Four Spades, played by South

Result: 8 tricks, NS -100

The Facts:

When the tray came back with 2♦-double-pass, North asked East what the Pass showed. East replied that it showed at least five diamonds. North now bid 3NT, intending this to show stoppers in diamonds and both majors, and a maximum pass. 4♦ was then interpreted by North as some sort of cue-bid, and when South converted 4♥ to 4♠, North thought this was the final contract.

On the other side of the screen, the pass had not been alerted, so South simply intended 4♦ as showing a good diamond suit. To him, 4♥ was a cue-bid, and he intended 4♠ also as a cue-bid. North/South called the Director at the end of the hand.

The Director:

Tried to establish what the true meaning of the contentious pass was. East confirmed that this showed 5 cards in diamonds. There was nothing on the convention card or the supplementary sheets, but East/West would later show system notes to prove this. Anyway, West told the director that he had forgotten the system and should have alerted his pass.

So the director ruled that South had been misinformed. With correct information, he would not make a call that partner could misunderstand, and they would not end up playing in something that was intended as a cue-bid.

However, the director did not believe that North/South would always bid slam, nor that they would always make it if they did.

Ruling:

Score adjusted to

Both sides receive:

37,5% of 6NT= by North (NS +990)
plus 50% of 4NT+2 by North (NS +490)
plus 12,5% of 6NT-1 by North (NS -50)

Relevant Laws:

Law 75A, 40C

Law 12C3, Code of Practice enabling Tournament Director to award Adjusted Scores under Law 12C3.

East/West appealed.

Present: All players and both Captains

The Players:

East told the committee that when the tray returned with the double and the pass, North had asked about the meaning of the pass. He had said that it meant partner wanted to play 2♦X, but he had not said how many diamonds it promised. The director reiterated that he had seen evidence that it did show 5+ diamonds.

West told the committee that he had decided to pass. He knew he had promised 5 diamonds but he had forgotten to alert.

East asked the committee to consider why South had not simply bid six rather than cue bid 4♠.

North explained that she had asked the meaning of the pass because people quite often forget to alert this. The reply had been "to play". She had asked ""with diamonds?", and East had said "yes". North then considered that her partner could have as few as 12 points, so she had to decide what was more important, the diamond stopper or her heart suit; she decided the stopper was more important, so she bid 3NT. In her further opinion then, 4♦ was a cue bid, showing either a strong hand or a 2-suiter, and after her 4♥, 4♠ showed spades and clubs. She was happy to play there.

South explained that to him, 3NT showed a maximum passed hand, balanced. He had bid 4♦ to show them, and understood 4♥ as a cue-bid. He had bid 4♠ as a further cue-bid, because North could have ♥A, ♦K and a black king. If that was the ♠K, a grand slam was lay-down, while if it was the ♣K, a grand slam would not be better than a finesse.

South was asked how they could show a two-suiter against the Multi. They did not really have an agreed method but against weak twos they played that 4♣/♦ showed that suit plus a major. The double over 2♦ was a take-out with spades or any good hand.

The Committee:

Discussed whether the pass was alertable. The conditions of contest say that any call which "has a special or artificial meaning, or which has a partnership meaning that may not be understood by the opponents" is alertable. It was judged that this particular passed ought to have been alerted.

The committee then addressed the issue if South could have done more to protect himself. After all, East had not alerted either, and still North had asked. But it was pointed out that while North does not know if West shows diamonds, South has a pretty good idea that West is not showing them. It is quite natural not to enquire further if the pass is not alerted.

The committee finally considered the score adjustment, and decided that if anything, the adjustment was not overly generous for North/South. But since North/South had not contested the ruling and any additional adjustment would not make a material difference, the committee decided not to alter the director's ruling.

The Committee's decision:

Director's ruling upheld.

Deposit: Returned

Note: the result at the other table was +490 so the final result on the board was:

37,5% of +990 - +490 = +11 IMPs

plus 50% of +490 - +490 = 0 IMPs

plus 12,5% of -50 - +490 = -11 IMPs

equating to +2.75, rounded to +3 IMPs to the team of North/South

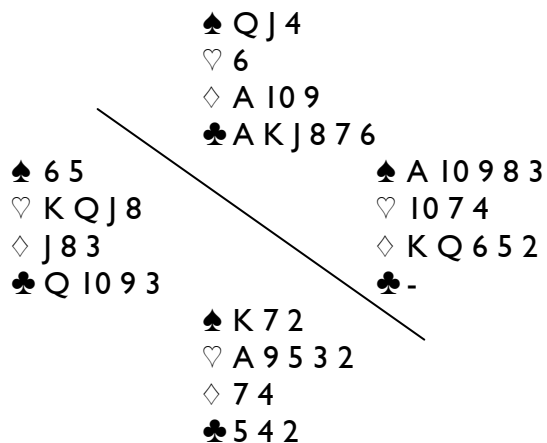
Appeal No. 12
Norway v Netherlands

Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Jean-Claude Beineix (France), Grattan Endicott (England)

Women Teams Round 15

Board 4. Dealer West. All Vulnerable.



West	North	East	South
<i>Vriend</i>	<i>Remen</i>	<i>Arnolds</i>	<i>Thoresen</i>
Pass	1♣	1♠	Dble
Pass	2NT	Pass	3♦
Pass	3NT	All Pass	

Comments: 1♣ Polish

Contract: Three No-trump, played by North

Lead: ♠9

Play:	W	N	E	S
	♠6	♠Q	♠9	♠2
	♣3	♣A	♦5	♣2
	♣9	♣6	♠3	♣4
	♥K	♥6	♥4	♥A

That was all that the recorder had noted, but the director discovered that East/West had both discarded hearts thereafter, which meant they only gained 4 tricks, and North scrambled home with a second trick in spades as her ninth in total

Result: 9 tricks, NS +600

The Facts:

South had bid 3♦, believing this to be a transfer to hearts, and had alerted it and explained it as such. North had not alerted it. East called the director at the end of the hand, claiming that she might have led a diamond if she had known that 3♦ showed hearts. South told the director that she had misbid, that 3♦ is simply natural.

The Director:

Read the convention card of North/South, which was very simple and straightforward. There was no evidence to be found for any such transfer. The director also consulted many players, and none knew of anyone who played transfers at this stage. Therefore, South had misbid and East had not been misinformed.

Ruling:

Result Stands

Relevant Laws:

Law 40A

East/West appealed.

Present: All players and the Captain of East/West

The Players:

East reiterated that with different information, she might lead a diamond, after which the contract automatically goes down. She believed that some people play transfers, and that North/South should prove that North's explanation had been right.

North stated that she had never heard of transfers in this situation. Her partner had been "dizzy". South told the committee she did not know what went through her mind when she made the call of 3♦. They play transfers over 1NT and 2NT, but certainly not in this position. 2NT had not been forcing.

The Committee:

Considered that in their opinion, North/South had sufficiently proven to the director that North's explanation had been the right one.

The committee did not understand why East/West appealed this decision.

The Committee's decision:

Director's ruling upheld.

Deposit: Forfeited

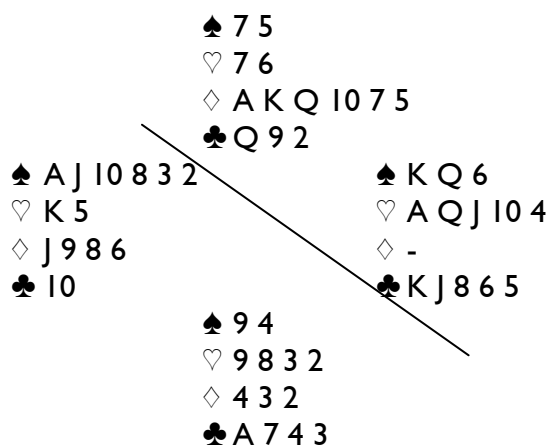
Appeal No. 13
Serbia v Spain

Appeals Committee:

Bill Pencharz (Chairman, England), Herman De Wael (Scribe, Belgium), Grattan Endicott (England)

Open Teams Round 3 I

Board 12. Dealer West. North/South Vulnerable.



West	North	East	South
<i>Wasik</i>	<i>Parezanin</i>	<i>Wichman</i>	<i>Duricic</i>
Pass	1♦	1♥	Pass
1♠	Pass	3♣	Pass
3♥	Pass	4♦	Pass
4♥	Pass	6♠	All Pass

Comments: 1♠ denies 3-cards ♥

Contract: Six Spades, played by West

Lead: ♦A

Result: 12 tricks, NS -980

The Facts:

North had called the director to explain that the tray had returned with 4♥ after a delay. East agreed with the break in tempo, which was of around one minute.

The Director:

Consulted with a number of players, and told them the bidding and that 1♠ had denied a heart-fit. Some players told him they would pass, while no-one went on to slam. So the director decided to adjust.

Ruling:

Score adjusted to 4♥ by East, making 11 tricks, NS -450.

Relevant Laws:

Law 16A, 12C2

East/West appealed.

Present: All players except South

The Players:

East explained that he was never going to play in hearts, since West had denied heart support. When he had heard 1♠, he wanted to bid 6♠ straight away, but he wanted first to investigate if 6♣ was not a possible contract. After all, on a diamond lead, and a second diamond return after knocking out the outstanding Ace, he would need one of his spade honours to ruff with. This is why he started by introducing his club suit, and why he cue-bid diamonds to hear more. He was even thinking of seven, if partner could show the ♣A (since the heart finesse was marked by the opening).

West explained that 3♣ had been natural, and that his 3♥ had shown 2-card support. 4♦ showed shortness, and now he held a huge hand, and he wanted to show this by 4♥, intending this to mean possession of the ♥K, and to keep the bidding open.

The Committee:

Noticed that while West had stated that 4♥ showed the ♥K, East had never mentioned this. West had complicated matters by not being able to bid 4♥ in tempo. The committee judged that 6♠, although quite likely, was not a 100% auction and decided that the director had been correct in disallowing it. However, the committee found that East would never have stayed in 4♥ but always have corrected in spades.

The Committee's decision:

Director's ruling altered:

Score adjusted to 4♠ by West, making 12 tricks, NS -480

Deposit: Returned