



WORLD BRIDGE FEDERATION

CODE OF PRACTICE Incorporating APPEALS EXAMPLES and GUIDELINES FOR RULINGS

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SECTION 2 – APPEALS EXAMPLES

SECTION 3 – GUIDELINES FOR RULINGS

FOREWORD

It has become widely apparent that there are inconsistencies in the handling of appeals at the various levels of our game. This has concerned the World Bridge Federation and, after much effort and sober discussion on the part of a number of leading personalities, the Federation has now produced its first Code of Practice for Appeals Committees. I hope this will quickly be adopted, worldwide, for the conduct of appeals. No-one suggests that the attempt will not be improved upon, but we believe that we should learn something of its operation over a period of time before eventually it is the subject of a review.

In the meanwhile the Federation extends an invitation to all, and especially to players, (a) to submit to the Federation opinions arising from practical experience of the effects where the Code is adopted, and (b) to restrain any tendency to blame appeals committees for players' lack of success. The time and energies devoted by the authors to this determined effort to raise the standards of appeal committee work deserve a generous response from players, who will be only too well aware that the great rarity in Bridge is the partnership that loses more points in front of the appeal committee than it has thrown away in the course of not winning the tournament.

José Damiani
President.

The participants in the group discussion in Lausanne, 21st-23rd September 1999, were as shown below. This Code of Practice was the product of their meetings.

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Notice: This Code of Practice was only settled in final form after publication of the Conditions of Contest for the World Championships in Bermuda, January 2000. Consequently it is recognized that there could be some risk of an inadvertent conflict between them. In such an event the provisions of the Code of Practice will prevail.

24th September 1999

The World Bridge Federation adopts the following standards as regulations for the conduct of appeals from decisions of Tournament Directors and recommends their adoption to each affiliated Organization.

Composition of Appeals Committees

It is considered that an appeal committee is ideally comprised of not fewer than three members nor more than five. The World Bridge Federation ('WBF') recognizes that there can be circumstances in which an appeal committee may comprise one individual but regards this as unacceptable at international level and to be avoided where possible at national level. It is for the sponsoring organization or regulating authority to establish by regulation its decisions in respect of these matters.

Personnel

The view is taken that an appeal committee will incorporate a quota of strong players together with other members considered to be of broad bridge experience and to have a balanced objective approach to the decision making process. The chairman of a committee should ensure that the strong players play a leading role in questions of bridge judgement and that the other members of a committee are influential in seeking a balanced judgement when applying law and regulation to the bridge merits inherent in the facts as they appear to the committee. It is desirable that at least one member of a committee should have an insight into the laws of the game, but it is not that member's task nor the function of the committee to establish what law is applicable and how it is to be interpreted; these are matters to be enquired of the Chief Tournament Director (i.e. 'The Director' to which Law 81 refers) or his nominee for the purpose. The committee applies the given interpretation of the law to the facts and circumstances of the case. For the recording of the process and the decisions, together with the basis for them and relevant information, the WBF recommends that each committee should have, or should appoint one of its number to be, its Scribe.

Withdrawal

A committee member who has prior knowledge of the subject matter of an appeal, of a kind that may affect his objective participation, should recuse himself from the committee and will preferably be substituted. In an international tournament a committee member may decide to recuse himself because he feels too closely involved, or feels he may be biased, or has discussed the matter with interested parties, or has pre-decided the outcome. It is expected that co-nationals of players involved in the appeal will constitute at most only a small minority of the committee.

Function of an Appeal Committee

The committee is to hear and make judgement upon an appeal duly made as the laws and the applicable regulations determine, from a ruling by a Director (in person or by an assistant on his behalf). An appeal against a ruling may only be made by a side present at the table where the ruling was given. No account is to be taken of the interests of other contestants in the outcome. The consent of any absent person is to be assumed when considering that:

- (a) an appeal from a ruling in a pairs tournament must have the consent of both members of the appellant side;
- (b) in a team tournament the captain of a team may determine that an appeal shall be entered notwithstanding the wishes of his players; where players wish an appeal to be entered it requires the consent of their captain for this to be done.

An appeal shall not be entertained if it does not have the consent required.

Appeals under Law 93B2 are to be heard by the committee and this has and may exercise all or any of the powers of the Director in resolving them. Appeals of questions of law or regulation are heard by the Chief Director; a further appeal against his decision may be made thereafter to an Appeal Committee which has no power to overturn the Chief Director's decision but may

recommend to him that he reconsider. The committee may recommend likewise to the Director a review of any disciplinary penalty he may have applied under Law 91A but may not rescind or vary it (powers that it does have in relation to Law 90 penalties). An appeal committee does have the power to apply a disciplinary penalty if the director has not done so and there is found to have been a breach of the laws governing conduct that the Director has not penalized. The WBF recommends the greatest restraint in exercising this power when the Director has not done so and points to the possible alternative of admonishment if a majority of the committee is strongly of the opinion that some action is justified.

The duty of a committee is to hear the statements of the Director and the players, to allow captains to speak thereafter if they wish, and to explore with questions any aspects of the matter that a member wishes to clarify. The Director who presents the facts and the ruling to the committee should be the Director who went to the table. Evidence should be interrupted as little as possible and committee members should carefully avoid direct exchanges of opinion with other persons in attendance. A wholly courteous manner is fully as essential in the committee members as in those appearing before them.

In his discretion the chairman may ask to see the appeal form prior to the hearing.

Decisions of Appeal Committees

No decision of an appeal committee is valid if not agreed, in the manner described hereafter, by a vote of the participating members of the committee. A participating member is one who has been present for the proceedings from the commencement of the Director's statement through to the final vote taken at the conclusion of the private deliberations of the committee. The Director's ruling remains unaltered when there is not an agreement to change it supported by a majority vote of the committee, the chairman having an (additional) casting vote in the event of a tie.

Appeal to 'national authority'

Under the laws it is mandatory that arrangements exist for an appeal to be made to the national authority from the decision(s) of an appeal committee. No appeal to the national authority should be entertained if the prior stages of ruling and appeal have not been pursued and exhausted. It is legitimate for the national authority to set some limitation on matters that it will hear; it is a widespread practice, commended by the WBF, that the national authority will not review value judgements except where the appeal committee has made a judgement that can have no basis in its findings of the facts of a case. Debatable matters of law and/or regulation are valid questions for the national authority.

At international level the WBF urges that arrangements be instituted for an appeal to be considered against the decision of an appeal committee. However, the nature of international tournaments is such that appeals of this category should be restricted; it is suggested that to be heard such an appeal should be certified by one of a small number of nominated senior and expert individuals to be worthy of consideration. If this certificate is obtained it is recommended that the appeal be heard by a joint meeting of, say, the Rules and Regulations Committee with the Laws Committee under the chairmanship of the President or of his nominee for the purpose. Where this procedure applies, as for its own tournaments is henceforward the case with the WBF, the certifying individual is empowered to dismiss the appeal if he/she does not find its content appropriate for the attention of the joint committees.

Score adjustment

The award of an assigned adjusted score (see Law 12C2) is appropriate when a violation of law causes damage to an innocent side (although the extent of redress to this side may be affected, see below, if it has contributed to its own damage by irrational, wild or gambling, action subsequent to the infraction). Damage exists when, in consequence of the infraction, an innocent side obtains a table result less favourable than would have been the expectation in the instant prior to the infraction.

If the damaged side has wholly or partly caused its own damage by irrational, wild or gambling action, it does not receive relief in the adjustment for such part of the damage as is self-inflicted. The offending side, however, should be awarded the score that it would have been allotted as the normal consequence of its infraction. A revoke by the innocent side subsequent to the

infraction will affect its own score but again the infractor's score is to be adjusted as before without regard to the revoke.

Law 12C3

This section of the laws operates unless the Zonal Authority elects otherwise. It applies in WBF tournaments. The purpose of this law is to enable an appeal committee to form a view as to what is an equitable outcome in the score, and to implement that outcome, if it considers that the mechanical application of Law 12C2 does not produce a fair answer for one or both of the sides involved. It makes the appeal committee the final arbiter of equity.

It is desired that Law 12C3 be amended to extend the powers it currently gives to appeals committees also to Chief Directors. (This could be a zonal option.) It is the function of the Director to make a ruling in a judgemental matter, having consulted appropriately, that executes most accurately the intention of the laws. The desire is that the Director shall not rule automatically in favour of the non-offending side when he is in no doubt that a true judgement requires him to rule otherwise. The question of the law change is being pursued.

Inclination of committee

The expectation is that each appeal committee will presume initially that the Director's ruling is correct. The ruling is overturned only on the basis of evidence presented. For this reason the Director must inform the committee if a ruling in favour of the non-offending side reflects a margin of doubt that continues to exist after the appropriate consultation procedure.

Ethics

A contestant may only be penalized for a lapse of ethics where a player is in breach of the provisions of the laws in respect of the conduct of players. A player who has conformed to the laws and regulations is not subject to criticism. This does not preclude encouragement of a generous attitude to opponents, especially in the exchange of information behind screens.

'Unauthorized information'

Any information used as a basis for a call or play must be 'authorized'. For information to be deemed authorized there must be an indication from the laws or regulations that the use of that information is intended. Authorization does not follow automatically from a lack of prohibition.

Unless there is an express prohibition it is lawful to use information that is given to the players for the procedures of the game, as described in the laws. Also, information is 'authorized' when the laws state it to be so. A player is permitted to make and use judgements about the abilities and tendencies of opponents and about the inclinations ('style') of his partner in matters where the partner's decisions are spontaneous rather than habitual or systemic. A player's habitual practices form part of his method and his partner's awareness of them is legitimate information; but such method is subject to any regulations governing partnership agreements and to the requisite disclosure. Habit is to be identified when an occurrence is so frequent that it may be anticipated. Not to disclose knowledge of partner's habits and practices is contrary to Law 75A and where this is the case it is a violation of Law 40 (and thus illegal) when the call is made.

Use of unauthorized information

If a player has knowledge that it is illegal or improper to use in choosing a call or play this knowledge is referred to as 'unauthorized information'. Such information may be obtained in any one of a number of ways. If it does not come from the player's partner the Director is instructed how to deal with it in Laws 16B and 16C. Law 16C deals with information from withdrawn calls and plays; these include calls and plays withdrawn by partner. Other information received from partner is the kind that is most likely to be the subject of an appeal.

It is legal for a player to base a call or play on information from prior legal calls in the auction or from plays on the hand, from mannerisms of opponents, or from any other source authorized as already stated. Any information obtained from partner otherwise is unauthorized and it is illegal to use it if it suggests a call or play. This includes any information that eases the choice of a call or play.

Examples of partner's actions that may convey unauthorized information are:

- a remark or question;
- the answer to a question;
- special emphasis or tone of voice, or a gesture;
- attention to an opponent's convention card at a
- significant moment when it is not partner's turn to call or play;
- examining opponent's convention card when dummy;
- a significant hesitation or undue haste when calling or
- playing a card;

but these are not the only ways in which unauthorized information may be transmitted and appeal committees will come across various other means that are not lawful.

When use of unauthorized information made available by partner is alleged there are four key questions for the appeal committee:

1. Does the accused player have unauthorized information in consequence of an action by his partner?
2. Could the unauthorized information be thought to suggest demonstrably the action that was taken by the player who possessed it?
3. Were there logical alternatives (or was there a logical alternative) that the player could have selected in place of the action that is questioned?

A 'logical alternative' is a different action that, amongst the class of players in question and using the methods of the partnership, would be given serious consideration by a significant proportion of such players, of whom it is reasonable to think some might adopt it.

4. Have opponents been damaged in consequence of the player's action when in possession of the unauthorized information?

Damage is assessed in terms of the score obtained.

If the answer to each and every one of these four questions is 'yes' it is appropriate to adjust the score but not otherwise. It is important to keep in mind which member of the partnership has the unauthorized information and to consider only that player's actions when following the path to a judgement. A player who, without design, makes unauthorized information available to his partner does not commit an infraction of law or propriety; it is the use of that information that is a breach of the laws.

If it is shown beyond reasonable doubt that a player has intended to act in a way that will give unauthorized information to his partner, the Chief Director should be consulted as to the provisions of Law 73B1. If it is proven that such action has been prearranged with partner the committee consults the Chief Director concerning Law 73B2.

Discrepancies between explanations given and the related hands

Where the same explanation of a call is given to both members of the opposing side, it being subsequently confirmed that both members of the side giving the explanation agree this is its correct meaning (and there is no conflict with information on the convention card), if the hand to which the explanation relates is materially different from the explanation the matter should be dealt with under the laws and regulations concerned with psychic action.

If the members of a partnership offer differing explanations, or if a conflicting statement on the convention card has caused an opponent to be confused, a procedural penalty for violation of Law 75 may be applied. As a separate issue, the score will be adjusted if opponents are damaged and the conditions for score adjustment are deemed to exist. (See earlier statement on score adjustment and also later statement on procedural penalties.)

Psychic calls

Definition of Psychic Call: "A deliberate and gross misstatement of honour strength or suit length".

A psychic call is lawful if not based upon a partnership understanding. No penalty or score adjustment may be awarded against such lawful action. A partnership understanding exists if it is explicitly agreed by the partnership; alternatively it may exist because it is the implicit consequence of one of a number of circumstances. To deem that such an implicit understanding exists it must be determined that the partner of the player who psyches has a heightened awareness that in the given situation the call may be psychic. This will be the case only if in the opinion of the committee one of the following circumstances is established:

- (a) similar psychic action has occurred in the partnership on several occasions in the past, and not so long ago that the memory of the actions has faded in the partner's mind – habit is to be identified when an occurrence is so frequent that it may be anticipated; or
- (b) in the recent past a similar psychic call has occurred in the partnership and it is considered the memory of it is so fresh that it cannot have faded from mind; or
- (c) psychic calls of various kinds have occurred in the partnership with such frequency, and sufficiently recently, that the partner is clearly aware of the tendency for such psychic calls to occur; or
- (d) the members of the partnership are mutually aware of some significant external matter that may help recognition of the psychic call.

A psychic call which is found on the above basis to be a matter of partnership understanding is disallowed and an artificial score adjustment may be awarded, together with a procedural penalty to the offending side if deemed appropriate. Players who are found to have any explicit agreement concerning psychic calls, or an implicit agreement concerning a particular kind of psychic call, are to be reminded that they have a partnership agreement that is subject to the regulations established under the authority of Law 40D.

Disclosure of psychic tendencies

A partnership may not defend itself against an allegation that its psychic action is based upon an understanding by claiming that, although the partner had an awareness of the possibility of a psychic in the given situation, the partner's actions subsequent to the psychic have been entirely normal. The opponents are entitled to an equal and timely awareness of any agreement, explicit or implicit, since it may affect their choice of action and for this reason the understanding must be disclosed.

False carding by defenders

Always provided that a true disclosure is made of the agreed meanings and expectations of card plays by defenders, intermittent false carding by defenders is lawful. Declarer then relies at his own risk upon his reading of the fall of the cards.

(See 'Unauthorized Information'.)

'Special'

In the laws, regulations, and this Code of Practice, 'special' means 'additional to what is normal and general'.

Action behind screens

The intention of screens is to reduce to the minimum circumstances in which the members of a partnership are mutually aware of any matter not part of the legal auction. Players on the other side of a screen are not to be made aware of an irregularity if it is rectified before the tray is passed under the screen. All consequences of an irregularity so rectified are null save in relation to the possibility that the screenmate of an offender may be misled by a conclusion drawn from the occurrence. The offender may avert this consequence by a helpful and adequate explanation to the screenmate.

The WBF considers it desirable that players should vary the tempo randomly when returning the tray under the screen. Where North and South are the players with next turn to call after the tray is received, these are the players who are to be responsible for the movement of the

tray. It is considered there can be no implications if a tray returns after 15 seconds or less. This period may be extended in the later stages of a complicated or competitive auction without necessarily creating implications.

Attention is drawn to the distinction to be made in the tempo expected when players encounter highly unusual situations generated by unfamiliar conventions or treatments. Directors and appeal committees should be sympathetic to the player who has to contend with such a situation.

Procedural penalties

A procedural penalty may only be applied where there is a violation of the laws or of a regulation made under the laws. If an appeal committee awards a procedural penalty it should specify what law or regulation has been violated.

In particular the WBF wishes to stress that a player who forgets his convention, misbids or misuses it, is not subject to automatic penalty. It is envisaged that a procedural penalty will only be applied in aggravated circumstances, as for example misuse several times repeated. Score adjustment is the way to redress damage.

Reporting of appeals

Before any report of an appeal is released for publication the chairman of the appeal committee must be satisfied that it gives a satisfactory account of the committee's proceedings and decisions. Decisions should be referenced with Law numbers and it is highly important that the Chief Director or his nominee confirm Law references.

Lausanne, 24th September 1999.

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Example Appeal no. 1

Hesitation

Dealer West. Love All.

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

West	North	East	South
Pass	Pass	1♣	1♥
Dble	2♠	3♣	4♥
Pass	Pass	Dble	Pass
5♣	All Pass		

Contract: Five Clubs, played by East.

Result: 10 tricks, -50 to East/West

The Facts:

One Club was strong, and the first Double showed 7 points or more. Two spades was artificial and showed heart support. East's Double came after an agreed hesitation of around 45 seconds.

The Director:

Ruled that a Pass for West was a logical alternative to the suggested action of pulling the slow double.

Ruling:

Score adjusted to Four Hearts doubled, made, +590 to North/South.

East/West appealed

The Players

East/West explained that the pass of Four Hearts was forcing; on this type of sequence they cannot be pre-empted below their own game level (five clubs) and all passes below that are forcing. They were not able to arrive in five clubs more quickly because their methods are to reverse the usual principle that quick arrival indicates no interest in proceeding further. For this pair the delayed arrival is weaker than the quick arrival which would show a mild interest in slam.

North/South did not wish to comment.

The Committee:

Was surprised to hear of the E/W style of bidding and considered it should be mentioned on the convention card. In the absence of such corroborative evidence, and since there was unauthorised information, the Committee decided against the East/West pair.

The Committee's decision:

Director's decision upheld.

Relevant Laws:

Law 16A, Law 12C2

WBF Comment:

if a partnership uses methods that do not conform to normal, widespread usage, it is essential that they note this on their convention cards. They must not expect a simple assertion to be accepted as sufficient evidence of such an agreement. (Where regulations permit the unexpected treatment calls for an alert of the forcing pass, as also of the bid if instead of passing East had bid 5C.)

Example Appeal no. 2

Hesitation

Dealer North. Love All.

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

West	North	East	South
	2♥	4♣	Pass
5♣	Pass	6♣	All Pass

Contract: Six Clubs, played by East

Result: twelve tricks, +920 to East/West

The Facts:

Over a weak Two Hearts, four Clubs showed a minor two-suiter. The tray took some two minutes before returning with Five Clubs, after which East raised to Six.

The Director:

Ruled that there was unauthorized information and considered passing to be a logical alternative for East.

Ruling:

Score adjusted to Five Clubs, making with an overtrick, +420 to East/West.

East/West appealed.

The Players:

East/West explained that over a weak two in Hearts, Four Clubs showed the minors, not forcing, while Four Hearts would be forcing with both Minors.

West explained that at first he thought Four Clubs showed the black suits, which is indeed how they defend against a Multi Two Diamonds. He had even considered bidding Four Spades, when he remembered the correct system. He had then considered his next bid for some two minutes more. He stated that he had lost some time in considering whether to bid Five Clubs or Five Diamonds.

East explained that he chose the non-forcing alternative because he did not know there would be a fit, but when partner then

raised the Clubs, he considered that partner must have at least the Ace of Spades and a high Diamond honour. If that is the Ace, he is playing at 75%, if it would only be the King of Diamonds, the slam is still at 50%.

East/West were not able to produce written notes about their defensive methods, but thought the explanations were self-evident.

The Committee:

Considered the hesitation proven, including the fact that it must have been a hesitation by West.

The Committee considered the Director's ruling to be correct and did not think the case should have been brought to appeal.

The Committee's decision:

Director's decision upheld.

Relevant Laws:

Law 16A, Law 12C2

WBF Comment:

the methods should be shown on the convention card. In the absence of unauthorized information ('UI') East would be free to use his judgment as to his action. When he has UI that could suggest slam possibilities in a situation like this, he does not have that discretion; partner having set a potential contract East clearly has a logical action in passing.

Example Appeal no. 3

Hesitation

Teams - Round Robin

Dealer West. Game All.

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

West	North	East	South
Pass	1♥	Dble	3♥
Dble	Pass	4♥	Pass
5♣	Pass	6♣	All Pass

Contract: Six Clubs, played by West.

Result: twelve tricks, +1370 to East/West

The Facts:

West had taken a very long time in bidding Five Clubs. This was agreed.

The Director:

Established that the tray had come back to North/West after several minutes.

He decided that a Pass by East was a logical alternative and that Six Clubs was suggested by the break in tempo.

Ruling:

Score adjusted to Five Clubs, making 12 tricks, +620 to East/West.

East/West appealed.

The Players:

West told the Committee that he had a problem and needed to think it over. He was wondering if East did not have five spades and was asking to play game in that denomination.

East explained his actions. From the pre-empt (according to opponents always promising a 5-4 Heart fit) he knew his partner held a singleton Heart. From the responsive Double, he knew partner would be at least 4-4 in the minors, so Six Clubs was definitely on. By bidding Four Hearts, he committed himself to the slam, because he would also bid Six Clubs if partner had

bid Five Diamonds. He was still searching for the grand.

North stated he thought the hesitation helped in bidding the slam. He pointed out East had not asked any questions so he could not be a certain as he said about the 9-card heart fit. He agreed that the Three Hearts bidder would have a four-card suit in 99% of the cases.

The Committee:

Accepted that East, through his bid of Four Hearts, where he could risk a response of Five Diamonds, had proved that he would always be going to at least a small slam, no matter what West bid.

The Committee's decision:

Director's decision overturned, original table result restored. +1370 to East/West

Relevant Laws:

Law 16A

Deposit: Returned

WBF Comment:

this case draws attention to the fact that if it is self-evident from the prior action of a player (here East) that he is committed to the contract reached, the existence of unauthorised information available from partner should not weigh against him. Provided the evidence is manifest he should be taken to have no logical alternative action.

Example Appeal No 4

Hesitation

Dealer East. North/South Game.

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

West	North	East	South
2♠	Pass	2♣	Pass
Pass	Pass	Dble	Rdble
3♠	Dble	Pass	4♣
All Pass			

Contract: Four Clubs, played by South.

Result: seven tricks, -300 to North/South

The Facts:

Two clubs showed 3-10 points, at least 4-4 in the Majors. East's Double over 3♣ was for take-out, showing a maximum opening. North's Double was after a hesitation of more than one minute. West called the Director immediately after the call of Four Clubs.

The Director:

Ruled that there was unauthorized information.

Ruling:

Score adjusted to Three Spades doubled, made, +530 to East/West.

North/South appealed.

The Players:

North admitted his pause for thought which East/West said was 5 minutes long.

North had never seen this auction. First an intervention of 3♣, and then a Redouble. It must mean a good suit, and something more. He was trying to work out how South would interpret his Double and finally came to the conclusion that he could indeed Double, knowing that South would understand it as asking for a spade stopper in order to play 3NT.

South explained that his Redouble would normally show some offensive values.

West pointed out that it was clear that North/South had not discussed this sequence, but that by thinking for 5 minutes North transferred the meaning that the Double was not for penalties.

The Committee:

Considered the hesitation to be proven.

The Committee concluded that the answers to three questions were all that was needed, and that these were surprisingly easy:

was there unauthorised information?
Yes

did the unauthorised information suggest bidding?
Yes

is Pass a logical alternative?
Yes

The decision was then so straightforward that the Committee was close to keeping the money.

The Committee's decision:

Director's decision upheld.

Relevant Laws:

Law 16A, Law 12C2

WBF Comment:

the committee's account of its deliberations is a model for such cases. The Director is also entitled to credit.

Example Appeal No 5.

Hesitation

Teams - Round Robin

Dealer West. Game All.

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

West	North	East	South
2♠	Pass	3♠	Pass
Pass	4♥	All Pass	

Contract: Four Hearts, played by North

Result: ten tricks, +620 to North/South

The Facts:

Two Spades was weak, and Three Spades was pre-emptive, partner should not bid Four.

The tray had come back from South/West, after a considerable delay. All the players agreed the break in tempo had been of the order of 90 seconds.

The Director:

Found that Four Hearts by North was an action suggested by the break in tempo and that Passing would have been a logical alternative.

Ruling:

Score adjusted to -200 to East/West North/South appealed.

The Players:

Did not deny the break in tempo.

North explained he was not able to bid Three Hearts in his system, but when he learnt from East that East/West did not have game values, he felt that Four Hearts was a self-evident call.

He had asked about the meaning of 3♠ once again, especially since he was aware of the pause and knew the Director would be called. He explained his decision by counting points. His partner held at least the values of a weak No-Trump opening,

and he would always raise that to game on this hand. He thought some 90% of players would bid 4♥ on his hand.

East/West pointed out that the break in tempo makes the call of 4♥ to be less risky.

The Committee:

Found the call of Four Hearts to be quite reasonable, but was not satisfied that it was the only logical alternative. A 7222 distribution with 6½ losers is not very good, and two spade losers are very likely. The hesitation took away all doubts that could very well have remained in a substantial minority of players.

The Committee felt that Pass was a logical alternative.

The Committee also found that the Director had been wrong in calculating the Adjusted score. If North is deemed to have passed, West will play three Spades and is very likely to make 8 tricks.

The Committee's decision:

Director's decision overturned; score adjusted to Three Spades minus one, +100 to North/South

Relevant Laws:

Law 16A, Law 12C2

Deposit: Returned

WBF Comment:

We repeat for convenience the definition of 'logical alternative' that is given in the Code of Practice:

"A 'logical alternative' is a different action that, amongst the class of players in question and using the methods of the partnership, would be given serious consideration by a significant proportion of such players, of whom it is reasonable to think some might adopt it."

Example Appeal No 6.

Hesitation

Teams - Round Robin

Board 2. Dealer East. North/South Game.

		♠ K J 8	
		♥ 5	
		♦ K 9 6 5 4 2	
		♣ 10 9 7	
♠ Q 6			♠ A 9
♥ Q 10 8 7 3			♥ K J 6 4 2
♦ Q 8 3			♦ A J 10 7
♣ K J 2			♣ 5 4
	♠ 10 7 6 4 3 2		
	♥ A 9		
	♦ -		
	♣ A Q 8 6 3		
West	North	East	South
		1♥	2♥
4♥	Pass	Pass	Dble
Pass	4♣	Pass	Pass
5♥	Dble	All Pass	

Contract: Five Hearts Doubled, played by East

Lead: ♠7

Result: 10 tricks, -100 to East/West

The Facts:

Two Hearts was Spades and another.

The Director was called by West when the tray came back after Four Hearts after some delay.

According to the East/West pair, the delay had been minimal, according to the North/South, it was at least half a minute.

The Director:

Included the nature of North's hand in his establishment that there had in fact been a hesitation, and decided there had been unauthorised information.

Ruling:

Table result changed to Four Hearts making, +420 to East/West.

North/South appealed.

The Players:

North showed the Committee how he had written the explanation (5♠ and 5+♣/♦), which had apparently taken him 7 seconds. He stated he had passed in tempo.

East told the Committee that North had clearly hesitated and even touched the Pass card for some time before taking it out of

the Bidding Box. The E-W captain, who had sat behind East, stated the same.

West stated that the tray had remained on the other side for at least 30 seconds.

South said he had not noticed the hesitation. Two Hearts could have been made on very strong or on weak hands.

The N-S captain added that Four Hearts is not necessarily made.

The Committee:

Agreed with the Director that North did indeed have a problem, and chose to believe that there had been a hesitation. When East notices a delay, South may well have noticed it as well.

The Committee's decision:

Director's decision upheld. +420 to East/West.

Relevant Laws:

Law 16A, Law 12C2

Deposit: Returned

WBF Comment:

The suggestion that four Hearts might go down – via a Spade, a Heart, a ruff in Diamonds, and the Club Ace – has not occasioned a response from the committee. A weighted adjustment is should perhaps have been considered.

Example Appeal no. 7
Unauthorized information?

Dealer S : Love all.

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

West	North	East	South
			1♣
Pass	1♥	Dbl	Rdbl
2♦	4♥	Pass	Pass
Dbl	Pass	Pass	4NT
Pass		5♣	All Pass.

After the 4♥ bid East enquired about the redouble and It was explained as showing three-card support. Five clubs made eleven tricks.

The Director ruled that South possessed unauthorized information when he bid 4NT, that Pass was a logical alternative to this, and that the score be adjusted to NS – 300 in 4♥ doubled.

NS appealed and suggested that the enquiry about the redouble had no relevance to East's hand. The effect of the question and the ruling was that East had prevented NS recovering from a systemic failure.

Appeals Committee: the committee amended the assigned adjusted score to NS +150. They attributed their decision to the restoration of equity under Law 12C3.

WBF Comment:

The law requires the Appeals Committee to determine whether South's removal from 4♥ to 4NT is permissible. If not, the Director has ruled correctly,

except that a weighted adjustment under 12C3 might allow of this making a different number of tricks some of the time. It is open to South to persuade the committee, if he can, that his intention in passing Four Hearts was to remove the double when it came; if the committee were convinced of this then there would be no logical alternative to his 4NT bid and the table result stands.

The committee's adjustment of +150 is difficult to understand. This is not, in our opinion, a case for a 12C3 adjustment (except as we have already indicated). Even if it were, this unexplained figure smacks of some of the arbitrary adjustments that were occasionally made in earlier times. If there is some suggestion of a weighted score, it is good practice to set the percentages of frequency for each result to be included, and leave the Director to calculate each element in imps/matchpoints before joining them into a single score to be awarded. It is also helpful if the Appeals Committee summarizes briefly the manner in which it arrives at an adjustment.

The suggestion that EW had an ulterior motive for asking the question is highly speculative. Neither the Director nor the committee could be expected to act upon it. We would note, however, that if the answer could not affect East's action on the round it would be desirable to defer the question, probably until the auction is completed. This would avoid any possibility of conveying unauthorized information to West, and also the suspicions engendered in the North-South players.

Example Appeal no. 8
Unauthorised Information during Play

Board 15. Dealer South. North/South Game.

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

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

Contract: Three No-Trumps, played by North

Lead: two of spades

Play:

West	North	East	South
♠4	♠x	♠2	♠Q
♣2	♣9	♣x	♣Q
♠3	♣J	♣K	♣x
♠x	♠x	♠5	♠A
♦x	♣A	♣x	♣x
♦A	♦J	♦x	♦x
♥x	...		

Result: eight tricks, North/South - 100.

The Facts:

Two diamonds denied three cards in hearts.

North called the Director after the end of play. East had returned the spade to trick four after a considerable delay. North claimed West had known from the pause not to play spades at trick seven, but rather hearts.

The Director:

Established that East had indeed taken some 20 seconds before leading to trick four, and asked about the signalling. The ♠2 was fourth best, and the ♠4 and ♠3 showed count.

The Director ruled that there had been Unauthorized Information, which suggested the heart return, and that the spade return was a Logical Alternative.

Ruling:

Score adjusted to Three No-Trumps, making nine tricks, +600 to North/South. East/West appealed.

The Players:

West explained his play. He knew from the bidding that North had two hearts, and this is why he had returned the suit.

North/South, by way of their captain, told the Committee that in his opinion the hesitation made it a lot easier for West to return hearts.

The Committee:

First of all recorded its agreement that Law 16 applies to plays as well as to calls. The Committee established that there had been Unauthorised Information, and that the hesitation was very likely to indicate that East did not have the king of spades, and thus suggest the heart return in trick seven. The Committee then made an analysis of the play so far, which showed that a spade return was still a Logical Alternative. Just exchange ♠K and ♥Q for ♠J and ♥K. The bidding and play would have been the same, but the spade return would have been right. Since the West player was in the possession of Unauthorised Information that suggested a Heart return, he should have returned a Spade instead.

The Committee's decision:

Director's decision upheld.

Relevant Laws:

Law 16A, Law 12C2

WBF Comment:

It is important to understand that in the play unauthorized information ('UI') may no more be used than in the auction. Here the tempo of the second lead of Spades is very revealing, since otherwise the decision to lead a Spade at that time could suggest a real interest in the suit. One may think that the second Spade lead is perhaps a defensive error on the part of East, not to be recovered by way of Unauthorized Information.

Example Appeal No 9.

Psychic Call

Teams - Round Robin

Board 15. Dealer South. North/South Game.

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

West	North	East	South
Pass	1♣	1♦	Pass
1♥	2♦	Pass	Dble
All Pass			3♣

Contract: Three Clubs, played by North

Result: 11 tricks, +150 to North/South

The Facts:

One Heart was a psychic call.

The Director:

Applied Law 40A, and found no evidence of anything wrong in East/West.

Ruling:

Result Stands

North/South appealed.

The Players:

North/South felt that East should have bid 2♥ or even 3♥. They have 8 cards in hearts (or that is what East should believe), so why did they let North/South play 2♦ or 3♣?

West stated that with a hand like this, he would try a psyche of this nature even in an individual tournament. There can be no question of illegal partnership understanding. One partner lives in Western Europe, the other in Eastern Europe. They had met only once in the past 12 years, and their Federation decided to align them in partnership only two weeks before the tournament. Since then, they had played with each other for 50 boards over the Internet, and of course a few hundred boards in the current tournament.

East stated he did not find it right to raise to Two Hearts when South had made a negative Double and North had made the strong bid of Two Diamonds.

West suggested it was inappropriate for opponents to use the words “controlled psyche”.

The Committee:

Found that the Director had done enough to ascertain that East/West were not guilty of anything untoward. This was a psyche, as permitted by Law 40A.

“A player may make any call or play (including an intentionally misleading call — such as a psychic bid — or a call or play that departs from commonly accepted, or previously announced, use of a convention), without prior announcement, provided that such call or play is not based on a partnership understanding.”

The Committee was of the opinion that this case should not have been brought to the Committee.

The Committee’s decision:

Director’s decision upheld.

Relevant Laws:

Law 40A

Deposit: Forfeited

WBF Comment:

There is little to add. It is not clear that West has necessarily shown five cards in Hearts; this is something that the Director will no doubt have explored.

Example Appeal No 10.

Claim, Acquiescence

Teams - Round Robin

Dealer West. East/West Game.

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

West	North	East	South
1♣	Pass	1♦	4♦
Dble	All Pass		

Contract: Four Diamonds doubled, played by South.

Lead: Ace of Clubs

Play:

West	North	East	South
♣A	♣3	♣7	♣2
♥8	♥5	♥9	♥A
♦5	♦8	♦6	♦A
♦K	xx	♦7	♦J

Result: claimed for nine tricks by South, -100 to North/South

The Facts:

One Diamond showed hearts.

The Director had earlier been called to this table, during the auction of this deal, by South, who complained that when he had asked about the meaning of the Double, West had responded in a loud voice "punitiff!".

That had however nothing to do with the later ruling, or with this appeal.

After trick four, South claimed the remainder of the tricks, minus the queen of diamonds and the ace of spades, that is a total of nine tricks. A score of -100 was entered on the score form. 27 minutes after the end of the match, the defenders came to the Director, wishing to withdraw acquiescence to the claim. When West returns a heart in trick five, there is no way the defence can avoid going two down.

The Director:

Applied Law 69B, which says that a trick is transferred only when all normal lines of play result in a different outcome. He considered a club or spade return also as normal.

Ruling: Result Stands

East/West appealed.

The Players:

East showed the Committee that he was quite aware of how the play had gone so far.

South agreed that he had claimed before West had the chance to return the Heart.

East/West stated they had acquiesced in the claim, relying on the good intentions of South, and because of time pressure.

The Committee:

Noted Law 69B:

'Within the correction period established in accordance with Law 79C, a contestant may withdraw acquiescence in an opponent's claim, but only if he has acquiesced in the loss of a trick his side has actually won, or in the loss of trick that could not, in the Director's judgement, be lost by any normal play of the remaining cards. The board is rescored with such trick awarded to the acquiescing side' and the footnote which defines the word "normal":

'For the Purposes of Laws 69, 70 and 71, "normal" includes play that would be careless or inferior, but not irrational, for the class of player involved.'

The withdrawal of the acquiescence was within the correction period, so the Director, and now the Committee, had to decide whether or not there were normal lines that lead to nine tricks. If any of those lines could be found, the claim had to stand.

The Committee noted that in the definition of the word "normal", there is a reference to the class of player, which was in this case very high.

The Committee came to a first conclusion that said that if West returns a Heart, no normal line will then lead to anything more than eight tricks.

So the Committee had to decide on the normality of some other return than a heart at trick five.

The Committee regretted that South had claimed at precisely this moment.

The Committee accepted that it would be irrational for a player of West's ability to do anything other than continue with the hearts. He had already shown, by discontinuing his Club start at trick two, that he had read East's length signal on trick one, and he is able to recognize that there is no imperative to lead a Spade – the trick cannot disappear. Furthermore, his partner's nine was very helpful. A player of his quality will not get it wrong.

The Committee's decision:

Score adjusted to eight tricks, -300 to North South

Relevant Laws:

Law 69B

Deposit: Returned

Separate decision of The Committee:

The Committee took note of the happenings earlier on the board and found the alleged events disturbing. The Committee asked the Director to investigate, giving the ruling he had not given at the time, and applying a penalty if this appeared appropriate.

(The Director subsequently held his investigation and decided to give a warning but no penalty)

WBF Comment:

this case is quoted in order to illustrate that a player of advanced skills should not be prevented from making what is, for him, an 'open book' play. The ability of a player is something the Director, and crucially the appeals committee, must assess.

Example Appeal no. 11

Claim

Open Pairs

Dealer: West E/W game

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

West	North	East	South
Pass	Pass	1♦	1♠
Pass	1NT	2♦	3♣
Pass	3♠	All Pass	

The Facts: The play proceeded as indicated below (the lead to each trick is underlined)

West	North	East	South
<u>♦4</u>	♦A	♦2	♦7
♠4	<u>♠8</u>	♠3	♠J
♣3	♣6	♣Q	<u>♣4</u>
<u>♠6</u>	♦3	<u>♦10</u>	♦K
♥9	♥4	♥A	♥6
♥2	♦5	<u>♦9</u>	♠9
♣2	♣K	♣A	<u>♣5</u>
♥3	♦6	<u>♦8</u>	♠10
♠7	♠2	♠5	♠A

resulting in the diagrammed position below

♠ —	♠ —
♥ J 10	♥ Q 8 7 5
♦ —	♦ —
♣ 8 7	♣ —
	♠ K
	♥ K
	♦ Q J
	♣ —
	♠ J
	♥ —
	♦ —
	♣ J 10 9

South faced her cards and said "I'm up." East did not acquiesce and South started to amend her claim to say "except for the high trump." East/West called the Director.

The Director:

did not doubt that declarer could place the ♠K with East, but did believe that South could have forgotten for the moment that ♠K had not been played.

Ruling: that the last four tricks belonged to E/W (Law 70C2) and that the contract was ♠3 down four. N/S -200.

N/S appealed

The Players:

South stated that the Director call had come in the middle of her statement and that she was not given enough time to complete her claim which was that the clubs were good and she was going to play them until East ruffed with the high trump. South was asked why her statement wasn't "Conceding the high trump" rather than "I'm up"? South stated, "I'm a smoker and was in a hurry."

The Committee Decision:

The Committee decided that the statement "I'm up" indicated that all four tricks were hers. Therefore, playing the ♦J would not be irrational and declarer would lose the last four tricks. The Director's ruling was upheld.

WBF Comment:

statements clarifying a claim should be made with care. In this case there is a lesson that such words as "I'm up" may be taken to reflect a belief that all the remaining cards are high.

Example Appeal no. 12

Claim - Evaluation

KO Teams

<p>♠ 8 4 ♥ — ♦ 9 4 3 ♣ 9 5</p> <p>♠ 9 ♥ — ♦ 7 ♣ A K Q 7 4</p>	<p>♠ J 6 ♥ A Q ♦ A J ♣ J</p> <p>♠ 10 ♥ — ♦ K 10 ♣ 10 8 6 2</p>
---	--

The Facts:

East was declarer in a 6♥ contract and claimed in the diagrammed seven-card ending. East (arguably, see below) stated she had the ace-jack of diamonds and a club to get to dummy. Declarer had lost one trick at the time of the claim.

The Director:

awarded N/S a trick with the ♦K (Law 70E). The board was rescored as 6♥ down one, N/S +100.

E/W appealed the Director's ruling.

The Players:

disputed the phraseology of the claim, with N/S contending that declarer began with "I have the ace and jack of diamonds..." whilst E/W contended that declarer said "I have the ♦A and the jack..." , the latter referring to the ♠J. Declarer had cashed the ♠AKQ immediately before making the claim statement. The appellants raised other issues, such as which defender disputed the claim.

The Committee :

did not consider germane the question of which defender disputed the claim. It could not ascertain the exact parsing of declarer's claim statement, but decided that her intent was sufficiently clear to award her the rest of the tricks.

Decision:

The Committee allowed the claim. The board was scored as N/S – 1430.

Note:

After disclosure of the decision, one of the appeals screening Directors stated that informal guidelines for Directors' rulings in

claim situations indicated that the floor Director should have allowed the claim. Had N/S appealed a ruling in which E/W's claim was allowed, the committee would have discussed the merit of such an appeal.

WBF Comment:

This case from an ACBL tournament is included in order to make the point that with their extended powers it is appropriate for Directors to cure any obvious ills before the appeal committee becomes involved. If the Chief Director has guidelines which have not been followed in a ruling by one of his assistants, or in a ruling he has given, he has powers under Law 82C to put things right. Every opportunity should be taken to put a squeeze on the number of matters that come to committees.

Example Appeal No 13.

Procedural Penalty

Teams - Round Robin

The Facts:

One of the players of this match was 3 minutes late to arrive at the table.

The Director:

Applied the penalty, prescribed in the regulations.

Ruling:

IVP Penalty

The Player appealed.

The Player:

Is a well known personality who had been in an official meeting prior to the match. He suggested it was unfair to his team to punish them for his engagements. He commented always plays fast enough and in fact ended the match with almost half an hour to spare.

The Committee:

Noted that the regulations contain automatic penalties for some good reasons. The Committee did not accept the excuse for being late and did not think that the case should have been brought to the Committee.

The Committee's decision:

Director's decision upheld.

Relevant Laws:

Regulation B.2.1

Deposit: Forfeited

WBF Comment:

the player, or his captain, seems to have acted with little foresight.

Appeal Example No. 14

Subject: Miscellaneous

Teams

Dealer: North Vul None

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

West	North	East	South
—	1♥	INT	3NT
4♠	5♠	All Pass	

Result: 5♥ went down one, +50 for East-West

Facts:

East-West were playing a convention (the INT over-call) not shown on the convention card. North-South had no opportunity to prepare a defense. The players assured the Director that careful explanations were given and referred to a different convention card for that purpose. Their approved convention card did not show their methods correctly. The card had been made out in a hurry by a third party. They found when they arrived at the tournament that the card sent by their National Bridge Organization had not been received.

Director's Ruling:

When the Director was called, he cancelled the result and awarded three IMPs to North-South. An earlier board against a different pair in the same match was identified during which the same unregistered convention was used. That board was also cancelled and three IMPs awarded.

Committee Decision:

The Committee noted that the pair was extremely experienced and should have been expected to know their responsibilities. They should not have been excused for the grave breach of the conditions of contest. This pair had to play the methods on the convention card officially registered. They were barred

from playing in the final segment of the semi-final of the Rosenblum Cup Teams. The score of three IMPs to North-South on each of the two boards was confirmed.

WBF Comment:

two prominent bridge personalities found this decision harsh, one suggesting that all that mattered was whether the non-offending side had been damaged. The fact was that in a major international event a well-known partnership was in direct contravention of the Conditions of Contest. Opponents must not be required to suffer results obtained by methods that are illegally employed in violation of the regulation.

Event: Bermuda Bowl Round: Final

Appeals Committee: J. Auken (Chair), J Damiani, G Endicott, A. Maas, J-P Meyer.
Teams USA I versus Italy

Board 32 . Dealer West EW Vul.

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

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

West	North	East	South
<i>Hamman</i>	<i>Lauria</i>	<i>Soloway</i>	<i>Versace</i>
Pass	1♦	2♦	Dbl
2♥	3♦	Pass	Pass
3♥	5♦	Dbl	All Pass

The first five tricks are won by Club Ace, Heart Ace, ruff with Diamond 3, ruff with Diamond 8, ruff with Diamond J. Declarer then leads Spade K to the Ace. The position is as follows:

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

The Facts:

At this point North is two down if East cashes Heart Q. But East leads a low Spade.

Dummy has left the table and declarer is playing dummy himself. He touches the Spade 7, the vu-graph caller says '7 of Spades' and West plays the 10. Declarer says he was playing the Queen. The Director is called.

The Director: The Director enquired of declarer as to his actions and he said that he was covering up the King with the seven.. (The King had been played to the previous trick and, because dummy was

absent, was still face-up on the table.) The director considered the Spade 7 played.

Ruling:

5Dx – 2. NS –300.

Appellants:

NS appealed.

Present:

All four players and both Captains.

The Players:

North said that he had picked up the small Spade to "cover the King" and demonstrated his meaning. His intention was to play the Queen. East said he had heard the seven named and both East and West had seen declarer touch the seven of Spades, West playing the ten. Declarer had protested that he was playing the Queen.

The Committee:

Enquired of declarer whether he had named the card he was playing and he said he had not. Indeed it seems unlikely he would be instructing dummy who is not at the table and it is reasonable to believe the naming of the card was by the vu-graph caller. Requested the Chief Director to explain the law to them, which he did by reading from the law book.. The relevant law says:

" 45C3 A card in the dummy must be played if it has been deliberately touched by declarer except for the purpose of arranging dummy's cards, or of reaching a card above or below the card or cards touched."

The Committee's Decision:

Declarer had touched the seven and it was not evident to the committee that declarer had touched the card for the purpose either of adjusting dummy's cards or of reaching for the Queen.(By the above law picking up the card in order to place it on top of a played card commits North to playing the card.) The Committee had not heard anything in the evidence that persuaded it the Director's ruling was incorrect. Accordingly the director's ruling was upheld.

Deposit:

returned.

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Guidelines for Rulings – 1 Psychic action based upon a partnership understanding.

A WBF appeals committee considered a case where a partnership had twice, a few rounds apart, taken psychic action by opening a Multi-2D and passing partner's response of Two in a major suit although the opener held in fact a weak two in the other major. On each occasion opponents were vulnerable and the psychic pair not vulnerable, and the opener held a weak two of scant values.

The Committee was not confident that the partnership had developed an understanding before the second psychic occurred, but found that there is certainly a partnership understanding now that this distinctive form of psychic has occurred twice. The understanding will be deemed to continue for this partnership; they must disclose it on the convention card in any future WBF Tournaments if the psychic action may occur.

The Code of Practice Group recognizes that it will be unusual for an appeals committee to make a confident finding of a partnership understanding when only one previous psychic of the type is on record. It agrees that paragraph (b) on page 13 relates to very infrequent situations where exceptional facts emerge. However, light has recently fallen on two circumstances in either of which it could well be ruled that a partnership understanding exists after the first occasion on which the psychic occurs in the partnership:

both players play regularly in a particular bridge club where psychics of the kind are often met with;

one of the players has acknowledged his disposition to such psychics, as has occurred on the internet, and the other has knowledge of the admission.

Guidelines for Rulings – 2 Assessing a weighted score.

Method of applying Law 12C3.

No recommendation is made as to the method of applying Law 12C3.

It is felt that, in some cases, NBOs may wish to experiment with their

ideas as to how this may be done. In the Olympiad at Maastricht the WBF Appeals Committee decided to assess a single adjusted score applicable to both sides and, if considered appropriate, apply separately a procedural penalty to the offending side.

Assessing a weighted score.

The WBF practice in assessing a weighted score under Law 12C3 is that the calculation should endeavour to restore the balance of equity in the hand in the instant prior to the infraction. The calculation relates to the expectations from that point forward in an auction unaffected by any irregularity. Policies and procedures in appeals committees are matters for regulation under Law 80G and each sponsoring organization may settle its approach to weighted score adjustment

Guidelines for Rulings – 3 A Question of Law: Chief Director's Prerogative.

Swiss Teams Board no. 24, Session 3.

At the table where Mr.J and Mr.C were North and South, a substitute board had been played because opponent had heard information about the original board from an adjacent table. On the board played North had gone light and claimed this was because he had received misinformation in response to a question. The Director had decided the table score should stand and North/South had appealed.

The Players: South pointed out that twice before in the week of the board had been unplayable and on each occasion the Director had awarded both sides 3imps. He wished to appeal against the inconsistent decision on this occasion and asked that each side should be awarded 3imps.

The Chief Director: the appeals committee asked for the presence of the Chief Director. When he arrived the Chairman asked him to instruct the committee as to the relevant Law and Regulations. He informed the committee that the laws gave the Director the option of inserting a substitute board and that, whilst there was no operative regulation on the question, it was the policy of the sponsoring organization to seek to have eight boards played each round whenever possible. The action of his Assistant in requiring a substitute board to be played was

therefore in keeping with the law and with the sponsoring organization's policy.

The Committee: the Chairman of the committee informed the players that the earlier boards were not relevant to this occasion; the committee had no knowledge of the circumstances surrounding them and in any case it did not matter because the committee was bound by the Chief Director's decision in the matter of law. Mr. C could seek if he wished to discuss the question of the rulings in the previous instances with the Chief Director.

The Committee's decision: the matters of law and regulation were for the Chief Director to determine and the committee had no power to overturn the Chief Director's ruling that the insertion of a substitute board was lawful. The Committee would go on to consider the further appeal concerning alleged misinformation on the board that was played.

Relevant Laws: 6D3 and 93B3.

Deposit: returned – mitigating factors

WBF Comment:

At international level it sometimes occurs that a Tournament Appeals Committee is designated to act also as the national authority at a tournament for the purposes of Law 93. However, the Code of Practice opposes such arrangements in principle and they are not recommended. The significant aspect of the above appeal is that the appeals committee chairman, although well steeped in the subject law, called upon the Chief Director to explain the law. It is the function of the Director to instruct the players and the appeals committee in matters of law and regulation. The Appeals committee adjudicates upon the basis of the Director's guidance in relation to these matters. Subsequently, if it is troubled with doubts, it is open to the Appeals Committee to exercise the power in Law 81C9 to refer to higher authority a question of law or regulation.

Guidelines for Rulings – 4 Varying the tempo of returning the tray.

The request that players vary the tempo of returning the tray through the screen 'randomly' aims to avoid a situation where a player has needed time to think and this fact stands out because at other times the

tray has always returned at regulation speed. At least some such situations, where it is possible a player could have had a judgement to make in the auction but did not take time, should be used to defer return of the tray in order to create uncertainty around the occasion when there has been a need for time to think.

Guidelines for Rulings – 5

An ACBL appeals committee passed comments that fit well with WBF thinking in relation to what they called 'hot seat' auctions. It is desirable to exhibit extra tolerance in relation to a 'hesitation' when a player encounters an unprecedented situation in the auction.

Thought was given to requiring a twenty second pause behind screens over a skip bid; there was also discussion of a possibility this might extend to abnormal situations encountered in the auction because of opponents' extraordinary agreements. These are questions that may arise again if we are unsuccessful in securing the desired irregularity of movement of the tray.

An aspect that has special significance, when a player meets a quite unusual bidding situation and takes time to deliberate, is how clearly it is apparent to partner what is the nature of his problem. In such a situation a player may have to think from scratch what action is appropriate, and it is not altogether rare that he may have all three options – pass, double (redouble), and bid, and a choice to make. If a Director is inclined to find that the partner's subsequent bid is suggested by the breach of tempo, the first consideration is to judge whether it can truly be said that one action is suggested over another, or whether the message from the 'hesitation' is unclear. A sympathetic treatment of the law here should be an aim and it is an area in which regulating authorities may find it helpful to give guidance.

Guidelines for Rulings – 6 Law 12C3 in the hands of the Director.

One or two regulating authorities have expressed misgivings about placing the application of Law 12C3 in the hands of the Director because the WBF Laws Committee failed to make the change in this Law that the Lausanne Group had

requested. However, the Lausanne Group was acting with the authority of the WBF Executive, parent body to the Laws Committee, and the Executive approves the method adopted by the Lausanne Group. Regulating bodies may rest upon this authority when they follow the Code of Practice in delegating Law 12C3 powers to their Directors.

A statement on the subject appears on page 6 of the Code of Practice.

Guidelines for Rulings – 7 Director’s application of Law 12C3

The following occurred in a match at the World Championships (2001) in Paris:

Board 10. Dealer East. All Vulnerable

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

West	North	East	South
—	—	1♠	2♦
2NT*	Pass	4♠	All Pass

Result: 11 tricks, NS – 650

All appropriate alerts were made.

*West explained to South that 2NT showed clubs. To North the explanation given was that it was balanced, neutral, showing points. East had started to say that it showed clubs but then immediately ‘corrected’ the meaning “in this position”.

The Director was called at the end of the hand. North protested that with correct information a Three Hearts bid was obvious. The Director established that West had explained the 2NT bid correctly.

The Director:

Ruled, after consulting with colleagues, that North had been misinformed and that North would reasonably bid Hearts with correct information. After East then bids 4♠ it is a logical expectation that South will now bid 5♥.

The Director then consulted four expert layers as to East’s likely action after 5♥ is

passed by West and North. One would have doubled Five Hearts, three would have bid Five Spades; conferring amongst themselves, the Directors had also reached a conclusion that 5♠ was the probable action. The defence to 5♠ doubled was also examined; after a club opening lead, the entry to North via a diamond ruff rather than underleading Ace Hearts is not completely obvious.

Score adjustment

The Director awarded a weighted score under Law 1C3 calculated as follows:

% of occasions	Contract	No. of tricks	NS score	Swing	Value
40%	5♠	11	-850	-17	-6.8
50%	5♠	9	+500	-4	-2.0
10%	5♥	11	+850	+5	+0.5
					-8.3

Adjustment –8 imps

WBF Comment:

not only does this case illustrate the method of weighting a score adjustment under Law 12C3, it also illustrates the perception of a fair award that encourages players to think an appeal inappropriate. They are aware that expert opinion has been polled and that the adjustment reflects the opinions obtained