

# **WBU TRAINING**

# JUDGEMENT RULINGS 2017 Laws

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(A number of common abbreviations are used in this booklet):

UI – Unauthorised Information
MI – Mis-Information
BIT – Break In Tempo
PP – Procedural Penalty
BB – Blue Book

AI – Authorised Information
LA – Logical Alternative;
AC – Appeal's Committee;
DP – Disciplinary Penalty
WB – White Book

Issued to Participants on WBU Director Training Course - Judgement Rulings

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#### INTRODUCTION

The forerunner to this course introduced Directors to 'Book Rulings', whereby the application of the Law was based on reading the relevant section from the Law book and applying it to the table situation. This booklet, together with the associated one-day course, is targeted at club or area-level Directors who have had some experience in applying book-rulings, and who wish to acquire a more complete operational knowledge of the Laws.

The content is based on 'Judgement Ruling' situations. By their very nature, these rulings are not definitive, but opinions of one person (primarily the Director). However by understanding the basis of the various situations, together with an appreciation of the associated Laws, and topped up with some table experience, a consistent and more objective approach to these types of rulings can be acquired. However in the end, it make take more than one 'opinion' to resolve the situation, and the original Director's decision may be referred to an appeals panel. It is hoped that having successfully completed this course, the more ambitious Directors themselves would be quite capable of participating in some appeals procedures.

#### **GENERAL APPROACH**

The structure of all bridge rulings has been designed to **enable play to continue** as normally as possible.

With a book ruling, you apply the prescriptive ruling (correct the bid, pass at next turn, etc.) and that is usually the end of the matter. The Laws are designed with an in-built measure of equity.

With judgement rulings, which may require some thought, or other Director's or player's opinions, the Director should first assess the situation, and allow play to continue normally (84A), but under the condition that retrospective action may be taken (end of board, end of round, end of session), which may result in an adjusted score.

Unlike book rulings, with most judgement rulings it is important to bear in mind the calibre of player (the offender). Allowances can be made for inexperienced players, but a Director needs to be seen to act fairly, and diplomatically – use the ruling as an education for the lesser player, and be more stringent with more experienced players (if offenders, they should usually know better).

Judgement rulings can arise from a number of sources:

- directly following, or in conjunction with, a book ruling which allows possible further rectification via Law 16 (the 'Unauthorised Information Law'), or possibly via Law 72C regarding awareness of potential damage.
- indirectly from book rulings, usually via Law 12A, which allows the Director flexibility when he feels that a particular Law doesn't provide optimum result rectification.
- from the general Law 73, which defines the permissible ways of communicating within partnerships
- from other specific Laws which require a higher level of judgement than can be afforded by a prescriptive approach, for example Laws 68 71 Claims and Concessions, or Law 75 Mistaken Explanations or Mistaken Calls.

#### So, when called to the table:

- try to **stop players arguing amongst themselves** bridge players can get very agitated. Also the more players argue/discuss, the more chance there is of further unauthorised information being given. You are now (hopefully) **controlling the situation**.
- establish whether the incident requires a book ruling or **judgement ruling** (if a book ruling, handle prescriptively by applying the particular Law, but a judgement ruling may still be subsequently required).
- **listen** to, and **establish** all the relevant **facts**, from both sides. Everyone will try to get their version in first, but it is courtesy to listen first to the person calling the Director, and then ask each player in turn if they are in agreement, or if not, their version of events. Hopefully the facts can be agreed. If they are not (85), be sure that players understand your decision as to the basis for further discussion (e.g. 'based on your statements, I will proceed on the basis that there was a hesitation prior to North's bid').

## If play is still in progress

- it may be useful to draw a player to one side (usually the alleged offender), again to minimise further unauthorised information.
- **avoid looking at hands** if a bidding issue (with play issues it may be difficult to avoid). However, in many judgement situations, it's almost inevitable that you will eventually need to see all the hands.
- **don't express an opinion** at this point it can take a Director some time to familiarise himself with the exact situation. Exception with a possible Mistaken Explanation, you may need to judge in situ, because there is the possibility of allowing previous bids to be withdrawn.

- **don't cancel the hand**, and don't take the easy (and incorrect) route of automatically awarding 'average'.
- tell the players to **complete the hand**, but warn them against further infringements, particularly with regard to unauthorised information.
- advise players to avoid table discussion of the incident.
- advise the players that they should **recall you at the end of the deal** if there is still a potential problem (it's surprising how many problems disappear when players reflect on the situation during the course of the hand).

When initially called to the table, many players state that they wish to 'reserve their rights'. This is primarily relevant when there is a playing director; better players will agree the facts amongst themselves, and if there is a subsequent dispute, they will legitimately tell you that they had previously reserved their rights – but beware, delaying the call to a Director can sometimes jeopardise a player's rights (11).

If you are subsequently re-called to the table, a more detailed assessment can now be made. Where relevant, take note of the following:

- precise **hand details**, vulnerability, dealer, etc.
- the auction (if relevant) including alerts, stops, hesitations (agreed or not), questions asked.
- the **play** (if relevant) including any breaks in tempo, questions asked.
- any completed **system cards**, and any specific section that the players wish to draw your attention to.
- any **statement** from any of the players regarding their action, or otherwise intended action.

Following this fact gathering, you may be able to give an immediate response (e.g. claims, concessions, mis-bids, etc.), but with some situations (e.g. unauthorised information, psyches, mistaken explanation, etc.) it is usually better to leave the table and consider the situation, and:

- refer to the **Law book** and possible **other publications** blue book, white book etc.
- possibly consult other directors.
- possibly consult (poll) other players of a similar standard.
- be **focused** don't listen to hearsay statements or gossip from other players.
- when convenient (not in the middle of a hand), advise the players of your decision and why you came to the particular decision.
- adjust the score and where necessary advise players of their right to appeal (83).

## **UNAUTHORISED INFORMATION (UI)**

By far the most frequent judgement rulings result from Unauthorised Information.

A major part of the game of Bridge is communicating with partner. Appropriate communications are defined in Law 16. *Unauthorised Information results from communicating with* partner in an inappropriate way. It can arise from:

- 1. Information from calls or plays which during the course of rectification were legally withdrawn (or substituted), as a consequence of that side's infraction (this is authorised information for the non-offending side). In this case the prescriptive ruling deems itself unable to go far enough in resolving the issue fairly, and requires a personal (i.e. Director) assessment of the situation. For example when an insufficient bid is withdrawn, the original bid has possibly conveyed some illegal knowledge to partner (usually stating ...see Law 16).
- 2. **Law 73** specifies the general appropriate methods of communicating with partner, along with the illegal inappropriate methods.

These **inappropriate** methods include possible remarks, questions, explanations, gestures, mannerisms, undue emphases, inflection, haste, hesitation, wrong alerts, non-alerts, etc.

- 3. **Law 16** specifies what to do if Unauthorised Information arises from other external sources (next table seeing cards, hearing bids etc.).
- 4. **Law 16** also defines what a player in receipt of Unauthorised Information can and cannot do, and also what actions a Director can take if a player makes illegal use of any unauthorised information.

(note – the Director cannot directly tell a player what he can and cannot do – it's left to the player's own conscience)

Whilst Unauthorised Information *per se* is not an infraction (rare exceptions), and sometimes cannot be avoided, there are still obligations and limitations on the recipient partner. To determine if a player has acted on UI, the formal test is in two parts (16B).

firstly, are there logical alternative actions (bids/plays)? A logical alternative, is
one that about 1 in 5 players would consider (this includes all sensible actions,
even if inferior), and of these would some (more than just an isolated
exception) actually choose.

• secondly, of the logical alternatives, has the one chosen been suggested by the extraneous information. If so, the 'UI' action would not be acceptable.

In judging whether UI has been used, the Director should assess the hand opposite the offender. If there is no logical alternative bid or play (i.e. at least about 4 out of 5 players consider that is the *only* logical action and would have made the same bid) it would probably be deemed ok. If more than about 1 in 5 would consider that there are logical alternatives suggested by the extraneous information, it would not be considered acceptable (remember that 'pass' is a logical alternative in many situations).

To assist in the assessment, in many cases it is advisable to actually **poll** other **similar standard players** to determine their actions, and if more than about 1 in 5 would undertake an action different from actually taken (as a result of the UI), then it should be considered a practical logical alternative, so the UI action would not then be permitted. When polling other players, try to avoid telling them the nature or occurrence of the infraction – you are trying to determine what they would do in 'normal' circumstances.

(Tip: when polling players, select 4 players. If none thinks there is a LA, then the UI action is accepted. If just 1 in 4 thinks there is a LA, poll one further player – if he thinks there is a LA (i.e. total 2 in 5), then there is a LA; if not – no LA).

If the decision goes to an appeal, the Director should submit the poll results to substantiate his decision.

If UI is ruled, the Director can decide what the contract would have been without the UI, and adjust back (12C1a). If a few possibilities exist, the Director should give a weighted score (12C1c). He cannot include the actual bid made in the weightings (unless the bid is subsequently made legally in the auction) – (the Reveley ruling). Only if the outcomes are too complex, whereby no sensible result can be determined should the Director award an artificially adjusted score based on 'average' (12C1d). (see Appendix 1 on Scoring).

With regard to judgement rulings, **Law 16** is the most important in the Law book, and aspiring Directors should read, and generally be familiar with its contents.

In line with Law 73, the most common situations with a potential for UI are:

- action taken following a book ruling, where the awareness of a bid, or card
  with partner, has not been fully prescriptively penalised (only where the
  relevant Law permits this further rectification).
- problems in alerting failure to alert, or alerting a non-alertable bid, in line with the agreed system.
- asking questions (which includes looking at opponent's system card).
- answering questions from opponent.

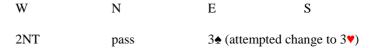
- break in tempo (usually hesitation, but can include 'fast' bids or plays).
- indecisiveness in using the bidding box ('hovering' fingers).
- incorrect use of 'stop' card.
- inappropriate body language e.g. after partner gives an incorrect explanation (or a correct explanation, but the player has himself mis-bid)

Other external UI situations (not strictly judgement rulings) are:

- playing wrong board or hand (15).
- over-hearing remarks, or seeing cards at another table (16D).

## **Action Following A Book Ruling**

Consider the auction:



East attempts to change his original bid of 3♠ to 3♥. The Director is called, and first establishes that the original call was intended (i.e. not a 'sticky finger' bid), East just changed his mind when the bid had been placed on the table. He then rules under Law 25B2 – the original 3♠ bid stands, and advises West that should he become defender on opening lead, there may be lead penalties (26) (unlikely in this example). More importantly, he then advises West that he must not use any UI indicated by partner's change of mind.

What has happened here is that East, with his original bid, momentarily forgot that they were playing transfers, and has now woken up and wants to show the spade suit via  $3 \checkmark$  transfer. Moreover in their system,  $3 \checkmark$  would show 5 spades and 4 hearts. It is important that West continues to bid on the basis that East does hold 5-4, even though the cancelled attempted substitute bid  $(3 \checkmark)$  would deem otherwise (Law 25B3).

Similarly if West holds four hearts and three spades, it's a split choice between bidding

+spades or hearts, but he cannot choose from logical alternatives (i.e. spades) and must again support hearts. Only if 4-4 could he reasonably choose spades over hearts (but some might argue that the 4-4 heart fit is a logical alternative to a 5-4 spade fit – close decision)

However should West bid as if East holds *only* spades, for example by bidding 4♠ or passing the 4♠ 'cue bid', he has made use of UI (heart support was always going to be his logical alternative). In this situation the Director would award an adjusted score (weighted – some number of hearts, probably going down) (12C1c).

The Director must ensure that the particular Law does allow him to invoke Law 16. For example Law 27B1a – insufficient bid corrected in lowest same denomination, does *not* allow correction for UI (because it's hard to visualise what UI can be shown).

The most common occurrence of UI during the play is when an offender has a penalty card, and it is (legally) withdrawn before it becomes quitted. For example, East leads ♠A out of turn, and declarer has prohibited West from initially leading a spade, in which case East can pick up ♠A card (and it is no longer a penalty card). Later on, when West gets the lead he cannot defend on the basis that East holds that particular card, if it is solely based on the UI and he has logical alternatives (50E2) (he can of course lead a spade if normal bridge circumstances indicate partner has that card).

## **Problems In Alerting**

Remember that the alerting procedure is there to *help opponents, not player's partner*. (In that respect these situations usually involve both possible UI for partner and misinformation to the opponents). In problem situations, when ruling, try to imagine both players of the (alleged) offending pair as being cut-off from each other, except that they can see the bids (this is actually the case in major events when screens are in use). What would they actually bid?

North alerts South's bid, which South thinks is natural (it's irrelevant whether it's systemically natural or conventional). If cut-off from North, South would continue to bid as if natural, and he must continue to do so even with the 'invisible' alert. If he does anything else, (even later on suddenly remembering that it is conventional, or now knowing that partner has forgotten the system), he could be penalised for using UI; the UI being that partner, South, is actually bidding on the basis that it is conventional. Again, he may reach a ridiculous contract – so be it.

The opposite situation is if North fails to alert South's bid, when systemically it is conventional (i.e. he has forgotten the system). South is in receipt of UI that partner has forgotten the system. He is not allowed to know that, and must continue as if his

subsequent bids are in line with the agreed system (i.e. he may have to take new suit bids as cue bids, rather than an actual suits) – again reaching a possible odd contract.

In both the above, if either player makes use of the UI, the Director may award an adjusted (possibly weighted) score.

One cautionary note: If a player looks at opponent's system card and says'.... You didn't alert but your system card says that the bid is ...whatever convention', the opponent is now allowed to 'remember' (Law 16A2). This Law says that opponent's traits are authorised information to opponents, which includes actions of the opponents. So there is no UI.

Further discussion re. alerting problems, in particular the effect upon opponents, is under *Misinformation* 

#### **Asking Questions**

Director!

South: 'I opened 1NT; my partner bid 2♣ Stayman (announced); East then looked at my system card and then passed. I've now reached 3NT and West has led a club.

East: 'I was only looking to see if it was promissory Stayman'.

Director: 'Do you all agree that was the situation?' .....'Continue play, and call me back at the end'.

Laws 20F1 and 40B2C allow any player to determine their opponents system. However BB 2E1 states that exercising this right has consequences. Showing an interest in a specific suit (in this case clubs) is conveying UI to partner, and so West should be wary about leading a club (in fact if a logical alternative exists he must avoid leading a club).

In the above scenario, unless West has no logical alternative to a club lead, the Director may give an adjusted score if the non-offending side are disadvantaged.

It becomes more difficult to judge when an inexperienced pair is playing against a pair who use complex systems in which numerous bids are alerted. There are bound to be more questions to merely know what is happening – Director should use discretion.

## **Answering Questions**

Whether or not a bid has been alerted, opponents have the right to ask questions, and if the opponent's answer surprises his partner this is the same situation as failure to alert/unexpected alert. The partner of the player responding to the question must pretend he never heard the answer if it is not what he expected, and bid accordingly. If he bids otherwise, he may be penalised for illegal use of UI.

For example, South opens 1NT. West holds ♠K9 ♥AQ863 ♦J872 ♠K4 and bids 2♠, which systemically is Astro (hearts + minor). However when asked, East announces it as Landy and bids 2♠, surprising West (he now knows that East has forgotten the system). Although West now illegally knows that East has equal length majors (the 2♠ bid), he must still bid as if East has responded to Astro – i.e. partner, East, would be saying he has no tangible heart support, and if diamonds is the unknown minor, partner please pass. So West must pass and play in a poor diamond contract.

(If the system card says Landy, West has then forgotten the system, but has been reminded by East. He is not allowed to now remember from the UI, and must still pass 2, again playing in a poor diamond contract).

## **Break In Tempo - BIT - (Hesitation)**

This can be a hesitation or fast bid, but a hesitation is one of the most common causes of UI. It is important to realise that the Director does not have to prove intent to deceive. Law 73F states '...could know...'

The WBU/EBU Laws and Ethics Committee consider the five most common situations giving rise to UI after a hesitation are:

- a hesitation followed by a pass would normally be willing to hear partner bid further.
- a hesitation followed by a minimum bid after RHO's pass would normally have something in reserve.
- a hesitation followed by a penalty double is normally willing to see it removed.
- a hesitation followed by a NT bid implies that perhaps a suit contract may be better.
- a hesitation followed by a sign-off in an auction with slam possibilities implies the hand has something extra (values).

From experience, other common situations include:

- opener's hesitation followed by 1NT probably shows a five-card (opening) suit.
- a hesitation and pass after a weak-two opener implies the opener's major (wants to penalise)

However, in cases such as  $1 \checkmark$ ; pass;  $3 \checkmark$  (slow); the  $3 \checkmark$  bidder might be considering a number of actions, i.e. the pause could have suggested either a  $2\frac{1}{2} \checkmark$  or a  $3\frac{1}{2} \checkmark$  bid.

One common case of hesitating has been given a special name – 'Hesitation Blackwood'. When South responds to North's 4NT Blackwood bid, and North now knows that there is one ace missing, it is often the case that he thinks (hesitates) as to whether to still bid the slam (especially if playing RKCB when one of the controls may be a King rather than an Ace). This conveys UI to South (i.e. only one ace missing), and if North has just stayed at the 5-level, South would have to have an exceptional hand (possibly a void) to bid the slam.

## <u>Indecisiveness In Using Bidding Box – (Wandering Fingers)</u>

Players should consider their bid before reaching out for the bidding card – but many don't. This is similar to a hesitation situation, and can often be ruled in the same manner. Also the Director should ask the opponents more details on the wandering – after offender's partner has bid 2♠, were the offender's fingers wandering between 3♠ and 'pass'. If he finally chooses 'pass' (a long way from 3♠), partner had better be sure that he has more than a minimum to bid on in spades (if given another chance to bid). Are there logical alternatives? – yes - possibly 'pass'.

#### **Incorrect Use Of 'Stop' Card (WB1.6)**

Clarification – the stop card, like the alert card, is used to assist/protect the opposition, and should carry no meaning for partner. Again it should be considered invisible to partner. It's not part of the actual bid. So whilst using the stop card, then pausing, and then withdrawing the card, is not changing the bid, UI can possibly be given.

The correct use of a stop card is before a 'jump bid'. The 'stopper' should display the 'stop card', and then immediately make his bid, and leave the stop card faced for about 10 seconds following the bid. Moreover the LHO should also refrain from bidding for about 10 seconds from when the opponent's bid was actually made - even if the 'stopper' didn't display the 'stop card' for about 10 seconds. Any hesitation from LHO should only be considered after the elapse of the mandatory 10 second pause.

There are two types of infringement involving the stop card:

LHO may pause for longer than the entitled 10 seconds. Players' perception of time can wildly differ – one side will underestimate, the other will overestimate to suit their argument. Careful questioning can usually determine if there was a genuine hesitation (LHO may say '...but I didn't think for ages after he replaced the stop card', implying that there was at least some thought). If there is a hesitation query about LHO's actions, and the 'stopper' has merely touched the 'stop' card in the box, and said 'stop', you would probably give any benefit of the doubt to LHO (unless obviously otherwise).

Another situation is when the 'stopper' produces the 'stop' card when it wasn't necessary. This often arises when RHO has bid and the 'stopper' hasn't noticed the bid.

For example West -  $1 \checkmark$ ; North -  $2 \checkmark$ ; East – stop  $3 \clubsuit$ .

(East/West play that a jump response in a new suit is very weak). Try to prevent East from saying why he made the incorrect 'stop' − it may give rise to more UI. Possibly take him to one side. It would appear that East hasn't seen the 2♦ bid. If this is the case (Director can usually ascertain as such by careful questioning), West must ignore the 'stop' and bid as if East has his normal 9+ hand for a simple change of suit response at the next level, rather than his very weak hand (which normally would be passed). Be careful to explain this to inexperienced pairs (but the Director should refrain from telling West what he should actually bid).

So West, with say  $\bigstar$ K108  $\blacktriangledown$ AKJ76  $\bigstar$ K72  $\bigstar$ Q4 will probably bid 3NT (5-card majors), or  $3\blacktriangledown$  (4-card majors), but 'knowing' reluctantly that they are heading for a poor board. He certainly cannot pass the  $3\clubsuit$ .

## **MIS-INFORMATION (MI)**

In general UI affects partner, whereas mis-information can affect the **opponents**, and they have possible recourse to rectification (21).

Opponents have a right to know what you **should** have in your hand, in line with your stated system; they don't have a right to know **what is actually** in your hand. (A Director would deem it incomplete if a player uses terminology such as 'normal' or 'standard' – nor should these words be used on a convention card).

If a player gives a wrong explanation of his system agreement, this is termed **Mistaken Explanation** (this is usually accidental rather than deliberate). However, if a player deviates from his system, i.e. the hand is not in line with the system, this is a **Mis-bid**, (accidental) or possibly a psyche (deliberate), and there is usually no redress for the opposition (unless 'fielded' – both mis-bids and psyches can be fielded). There may still be UI for partner.

In many cases the non-offending side will be the first to spot possible mis-information. At the first legal opportunity (end of auction, or end of play – see later), the Director should first establish that there has in fact been Mistaken Explanation rather than a misbid. It is quite probable that the offending side offer different explanations as to which one of them is correct (i.e. the difference between a Mistaken Explanation and a misbid). If **in doubt**, the Director should rule **Mistaken Explanation** rather than mis-bid, it's up to the offending side to prove otherwise (21B1b and 75). This can often be resolved by referring to their system cards (two identically completed), or the Director deems highly improbable one way or the other.

If the Mistaken Explanation has damaged the non-offending side, the Director should award an adjusted score.

In all these cases the Director should also consider possible UI to offender's partner. If both UI and MI, the Director should rule under the one that gives the non-offenders the better result.

It is important to differentiate between Mistaken Explanation and Mis-bid, so by way of a simple example:

North opens 1NT (15–17). South bids 2♦ (not alerted/announced). Subsequently, South shows up with six hearts and 6 points:

- if their system is that they play transfers, North is at fault for not alerting, and this is a clear case of **Mistaken Explanation**. The opponents **have not** been told the correct methods (by the failure to alert).
- if the system is that they don't play transfers, North is not at fault, it is merely South who has forgotten the system, and has therefore **Mis-bid.** The opponents **have** effectively been told the correct methods (natural) by the non-alert.

(Of course the failure to alert will probably jog South's memory, and this then becomes a possible case of UI – he is not allowed to have his memory jogged by any action from partner. So if say West doubles, and North bids  $3 \bullet$  pre-emptively, South would have to treat this as some form of transfer break with good heart support, probably reaching an over-ambitious  $4 \heartsuit$ ).

During the auction, a player is allowed to 'remember' that his explanation is possibly wrong, as long as the recall is not due to any action from partner. For example, he may just 'wake-up', or he can be allowed to remember if an auction reaches a state whereby it's obvious to him that the original explanation is incorrect. The Director should be summoned. The Director should confirm what the correct explanation actually is, and make the opposition aware of this (it is inevitable that partner will also be made aware of the original incorrect explanation, but he must be careful not to use any UI). The Director may allow the last non-offender's call to be retracted (Law 21), but often the effects will go back further, resulting in an adjusted score.

A Mistaken Explanation can arise either in the auction or the play, primarily from:

- late or failure to alert (auction only).
- a wrong or incomplete verbal description of the system probably by forgetfulness.
- a wrong or incomplete system card.

Mis-information regarding a card played is less common than in the bidding. It can only arise from defenders. A common situation is a defender who answers 'standard' in relation to leads (particularly with regard to 9's and 10's). If there is a standard in

relation to these leads, the Director should refer to the system card, where the standard options are underlined. However don't immediately adjust the score if partner says 'standard' when he leads 9 from 987 – the declarer has some obligation to clarify by further questions or consulting defenders' system cards.

The mechanics of dealing with Mis-Information depend upon what it actually is, and when it is brought to the attention of the Director. We shall consider the impact upon the non-offenders. The consequences for partner have been discussed under UI.

#### **Alerting Problems**

It is important to differentiate as to who and when attempts are made to correct any misinformation.

a) If the alerter is slow in alerting, or if he himself realises he has made a mistake, there is possibly time to correct the situation before any further damage is done (under the control of the Director). Following an alert, if the LHO of the player making the conventional bid (i.e. the RHO of the alerter), has already called, Law 21B details the corrective actions that can be applied. The LHO's call can be changed as long as his partner hasn't called, and only if the call has been influenced by the mis-information (late alert, or retraction of an incorrect alert) from the opponent who is alerting. If the call is withdrawn, any information conveyed by the original call is *authorised* for partner, but *unauthorised* for the opponents. So the original offenders cannot use the information from the 'innocent' LHO.

Before he allows the retraction of any call, the Director should first ascertain that the call was in fact alertable (BB). Also timings come into consideration – in a late alert situation, has LHO called too quickly to allow any alert, or was it a 'slow' alert? In determining whether there has been damage to LHO, the meaning of the alertable bid will now need to be explained to all (by the alerter). Ensure that the alerter's partner himself does not chip in with explanations – possible UI to his partner.

There are still constraints on the 'non-offending' player. If he can be reasonably expected to know the meaning of a call, he would probably fail in an attempt to get redress. For example in a good quality field, if the bidding goes North: 1♥ - South: 3♠ (not alerted), most good players would play this as a splinter bid. An opponent can still ask its meaning (so long as he is not implying anything about his own hand). In the above, if West is sitting with say five spades, he knows it should probably have been alerted, and it's probably best if he doesn't ask any questions at that point.

b) If at any other time, a player considers that he or his partner have mis-informed their opponents, this can be corrected only at certain times (20F5):

- a player whose partner has given mis-information cannot attempt to correct during the auction.
- after the final pass of the auction, if the player is to become declarer or dummy he should call the Director and explain the error.
- after the final pass of the auction, if the player is to become a defender, he should call the Director at the end of play.

If it is declarer or dummy who is the offender, and the opponent has not faced his opening lead (i.e. the game is still in the auction period), the Director can re-open the auction, allowing the last non-offender to retract his final 'pass' under Law 21B.

If the lead has been faced (and hence this covers the situation when dummy was not as expected), it is too late to correct, and the hand must be completed before the Director can redress any possible damage.

A player may not seek to get redress if he failed to ask the meaning of any relevant alerted bid.

## **Damage From Mis-information**

Players will invariably state that they have been highly damaged by their opponents' mis-information – usually at the end of play and from the benefit of hindsight. The Director needs to try to establish fact from fiction. At the end of play:

- don't allow players to study other players' hands. Yes, they have probably
  got a good idea of the general layout from the exposed play, but don't let them
  analyse the detail
- at the point of mis-information, ask the next player **what** and **why he would** have bid next if given the correct explanation
- continue in sequence asking players what they would probably have bid next, and so on, until a possible final contract (or contracts) can be established.
- remember that statements are being made based on a general knowledge of what is in partner/opponents' hands ('partner might bid..., in which case I might bid...') try to be objective.
- beware of players who try to influence their opponents ('...you would never have bid...'), and of players trying to influence their partner ('...partner would then have bid...') possibly by inventing far-fetched sequences.
- it's the players' job to prove that they have been damaged, not the Director's, but assistance should be given to less experienced players.
- if the non-offenders have been damaged, the Director should assess the probable outcomes if the correct explanation had been given, and give a weighted score (unlike UI he *can* include bids made by the offending side).

#### **Misleading Remarks or Variations in Tempo (Hesitations)**

Law 73D states that a player cannot deliberately mislead opponents through variations in tempo (usually hesitations), nor through remarks, nor gestures (taken to primarily mean facial gestures). This is not the same as a player allowing himself thinking time. Moreover if the variation is accidental, then it should not be seen to benefit their side.

When ruling on such situations, the Director should:

- establish the facts.
- if a Break In Tempo, ask **why did the player hesitate**; was there a genuine bridge reason for any thought (a hesitation at trick one is usually acceptable without inference).
- ask the offender if he realised that his actions would be detrimental to his opponents.
- ask the **non-offender**(s) how they think they were **damaged**, and did the infraction alone lead him/them to an incorrect conclusion.
- **isolate** any **misplay** (the fault of the player) from the effect of the misleading action (the fault of the opponent).
- possibly **award an adjusted score** (weighted) to the non-offenders, solely based on the consequences of the misleading action.
- recognise common situations in the play, for example when defender has 'Q' in front of dummy containing 'KJ', or without 'K' in front of dummy's 'AQ'. Also hesitating with a singleton. Any hesitation has the potential to be penalised if an opponent plays incorrectly as a result of the hesitation.

## **PSYCHES, DEVIATIONS, and MIS-BIDS**

The Law book provides the definition of 'psyches' 'deviations' and 'mis-bids'. Laws 40A, 40C, and 75C give only general guidance as to how they should be dealt with. The White Book 1.4 gives a better explanation as to how they should be categorised and consequently dealt with.

**Psyche** – a *deliberate* and *gross* mis-statement of honour strength and/or suit length. It is usually deployed to confuse opponents.

**Deviation** – a *deliberate*, but *minor* mis-statement of honour strength and/or suit length. It often arises from a player inventing a bid to overcome system deficiencies, or from players 'taking a punt'.

**Mis-bid** (mistaken call) – an *inadvertent* mis-statement of honour strength and/or length. Usually arises from forgetting the system, or not seeing a previous bid.

Since August 2015, a mis-bid can be ruled as MI if the mis-bid is fielded and the Director can show that the partner of the mis-bidder assumes that the stated agreement is not the actual agreement (or that the call may be two-way which may possibly be illegal). There is also the possibility of UI from either player.

#### A call would **not** be classed as a **psyche** if:

- it was a minor deviation from system. However if these minor deviations become general habit this should be stated on the system card. e.g. opening (not always), 1NT with 10 points; pre-empting with a six card suit (when the minimum length stated is 7). If not stated as such, and they become habitual, an adjusted score can be awarded against the partnership.
- systemically, e.g. if the system card says 'light third in hand openers'.

Whilst psyches are allowed within the Laws and Regulations, there are still controls on both the psycher and his partner:

Systemic psyching is not allowed, i.e. there is an agreement that partner may psyche a certain bid in a certain position.

Frivolous psyching, usually when a player has lost interest, is not permitted, and is a breach of Law74. The Director can issue a procedural penalty.

Most importantly, partner is not allowed to *field* a psyche. Partner *fields* when he makes allowance in his responses, for the possibility that the player *may* have psyched. This usually arises from habitual tendencies, or undisclosed partnership understandings. If a player has psyched, his partner's responses are classified (it is the responses and not the psyche that are classified):

- 'red' if there is no other rational explanation other than he thought that partner had psyched, and this is not obvious from the auction
- 'amber' if he has been conservative or chosen an alternative course of action which allows for the possibility that partner has psyched
- 'green' if his bidding is perfectly normal.

If a psyche is classified as 'red' the offenders will score 30% (at most) (the 30% is actually 40% - 10% disciplinary penalty). Their opponents will score 60% (at least).

#### CLAIMS and CONCESSIONS

Law 68 deals with Claims and Concessions.

A Claim is where a player states that he will win a certain number of tricks.

A Concession is where a player states that he will lose a certain number of the remaining tricks. If a defender tries to concede a certain number of tricks, his partner can object, and the concession is cancelled (this may of course give rise to UI).

A Claim or Concession is usually made verbally, but when claiming this can be by a 'show of hand', and when conceding by a player abandoning his hand. The suggestion of a claim ('I think I can claim...') should also be taken as having made a claim – 68A) When there is a Claim or Concession, this should be accompanied by a clear statement as to how the cards are to be played.

If a Claim or Concession is contested, play ceases and the Director called immediately, unless at the request of the non-claimers all four player agree to play on (in which case any prior claim is then nullified).

When ruling, he should rule as equitably as possible, but doubtful decisions should be resolved against the claimant (Law 70). The Director should proceed as follows:

- request the claimer to repeat **exactly** any statement that he made at the time. This statement should be agreed by opponents.
- the opponents should **state their objections** to the claim (the Director can add any further objections if he considers relevant).
- players should spread their cards, and in effect the **Director should play** out the hand in accordance with any statement made.

When playing out the hand the Director should consider the following:

- any line of play consistent with any statement made. In interpreting this, he should allow any careless or inferior line which benefits the opponents, but not allow any silly, stupid, or irrational sequences.
- **ignore** any statements made **after the objection** to the claim these are usually after-thoughts to enhance a players case.
- there is no reason to play suits in any (favourable) order, nor to play high cards before low cards if declarer assumes them all to be winners (but don't allow absurd situations e.g. AKQJ4 declarer does not intend to play the 4).
- **finesses** are **not allowed** unless a previous play indicates that it must succeed.
- Any trumps outstanding cannot be drawn, if it possible they have been forgotten. Moreover if there is an outstanding trump this should be allowed to work to the non-claimants advantage wherever possible.

Any non-draw of an outstanding trump(s) should be considered as forgetting that a trump is outstanding, unless it is incontrovertibly obvious that declarer's intentions were to draw the trump.

For example, if, after playing one round of trumps and both opponents follow and there is no distribution whereby the opponents can win a trump trick, a 'non statement' claim would be allowed. He obviously intended to continue drawing.

However if after one a round of trumps one opponent discards, and declarer may not have noticed the discard, and he then abandons drawing trumps, it can be assumed that he hasn't noticed the discard, and he should be made to revert to other possible winners (a 'non-statement' claim may still succeed, but equally if the opponents ruff, it will fail).

After a sequence West: 1NT - 2 - 2 - 3NT - 4 (West:  $4QJ107 \times AK87 \cdot 95$  298; East:  $4K98 \times Q2 \cdot AK87 \cdot 743$ ), North/South win the A,K clubs, and switch to a spade (North/South both follow). West: 'claiming ten tricks'. Yes – he can always make 10 tricks, but why hasn't he drawn another two rounds of trumps and ruffed a diamond for 11 tricks – does he think he's playing in no-trumps? The claim would be rejected.

If a player concedes a trick or tricks that his side has in fact already won, or if a conceded trick cannot be lost by any normal play, a concession can be cancelled.

Note that when adjusting the score following a claim or concession, the Director must **award an actual score** – he cannot give a weighted or split score.

#### **MISCELLANEOUS**

Other situations in which the Director possibly has to make a judgement (and possibly award an adjusted score, or a penalty score) are:

- Procedural penalties (90) slow play, late arrival, loud discussions, unauthorized score comparisons, card handling (incorrect number, missing), incorrect replacement of cards, forfeit of rights, non-compliance with tournament regulations. Usually the first offence is penalised with a warning.
- Disciplinary Penalties (91) often in conjunction with another penalty, and can lead to disqualification. As a guideline, if the Law says '...must/must not do...', the Director should strongly consider a DP. If the wording is less exacting '...shall/shall not...', maybe the Director can be more lenient.
- Director's discretionary assessment of penalty card (50)
- Play of wrong board or cards from wrong board (15).
- Use of undisclosed partnership understandings (40).
- Use of 'aids' own system card, back of bidding box cards etc. (40C3).
- Violation of dummy's rights, including illegal assistance of declarer (45F).
- Incomplete or erroneous call of card from dummy (46) note the clause in 46B
   except when declarer's different intention is incontrovertible.
- Mis-arrangement of tricks (65) in particular warning declarer.
- Director's error in application of the Laws (82C)

#### **EXERCISES**

#### UNAUTHORISED INFORMATION

Ex.1.	West	North	East	South
	2NT	pass	3♥	pass
	3NT	pass	pass	pass

The 3♥ bid is not alerted/announced, and yet East knows that they play transfers. They also play transfer breaks. When called at end of play, how should the Director rule the situation regarding use of UI (there is also possible mis-information – dealt with later).

West	North	East	South
	$1NT^{1}$	pass <sup>2</sup>	pass
2♥	pass	4♥	
		$1NT^1$	1NT <sup>1</sup> pass <sup>2</sup>

What should the Director rule if West holds?:

	a)	<b>♠</b> AQ6	<b>♥</b> AQJ852	<b>♦</b> 9	<b>♣</b> 1065
	b)	<b>♠</b> AJ7	<b>♥</b> Q9762	♦ Q53	<b>♣</b> 75
	c)	<b>♠</b> Q65	<b>♥</b> KJ8542	♦ A763	<b>Å</b>
Ex.3.		West	North	East	South
			1♥	pass	2♦
		pass	2♠	pass	3♥
		pass	4NT	pass	5 <b>♣</b> ¹
		pass <sup>2</sup>	6♥	all pass	
	1.4	. 2.			

<sup>1</sup> 1 or 4 <sup>2</sup> After an agreed hesitation

East leads a &, which defeats the contract, whereas any other lead allows declarer to make. What would you rule if East has led from?:

	<ul><li>a)</li><li>b)</li><li>c)</li><li>d)</li></ul>	<ul><li></li></ul>	▼ 852 ▼ Q9 ▼ 7642 ▼ Q7	<ul><li>106</li><li>Q742</li><li>7</li><li>J1065</li></ul>	<ul><li>♣ 106</li><li>♣ QJ10</li><li>♣ A863</li><li>♣ K874</li></ul>
Ex.4.		West	North 1♥	East pass	South 3♦¹
		pass pass	4NT 5 <b>♥</b> <sup>3</sup>	pass pass	5♦ <sup>2</sup> 6♥

 $<sup>^{1}</sup>$  1NT announced as 12 - 14  $^{2}$  After an agreed hesitation

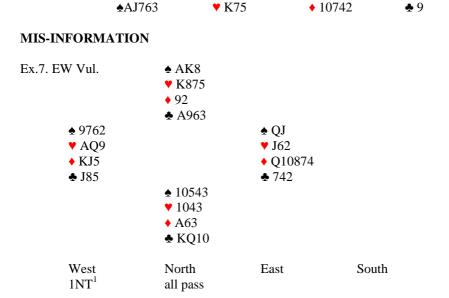
<sup>4♥</sup> makes ten tricks, whereas 1NT only goes 2 off.



North makes 12 tricks. What should you rule if South has?:

Ideally having taken East to one side, he confirms that he didn't see the 3♦ bid. He also confirms that they are playing splinter raises, but that 4♣ would be natural in this sequence. What action should West take?

Ex.6. East, the opening bidder, produces the 'stop' card, waits for about 5 seconds, returns the 'stop' card, and then bids 1♥. Playing benji 5-card majors, what should his partner West bid, and what should he not bid, with ?:



<sup>&</sup>lt;sup>1</sup>Announced by East as 12-14. As North is about to lead, West states that they have been mis-informed (they play a mini-no-trump 10-12) Have North/South been mis-informed. Have they been damaged? How does the Director rule?

Ex.8.

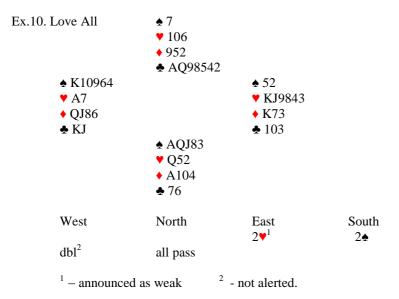
♠ KJ6

♠ Q754

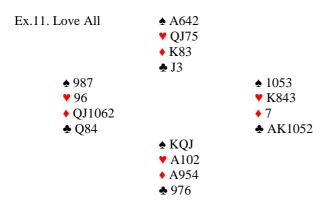
♠ 98

In playing this suit, declarer leads ♠9 from hand, over which West pauses and then plays ♠5. Declarer plays dummy's ♠K, losing to East's ♠A. West claims that he was trying to decide whether to peter with four spades. How should the Director rule?

(Similar to Ex.8). In playing this suit, declarer leads ♠J from hand, over which West pauses and then plays ♠5. Declarer plays dummy's ♠K, losing to East's ♠A. West claims that he was considering covering with the ♠Q. How should the Director rule?



The final contract is 2♠\* - 3 (NS +500). At the end of play, North complains that the double wasn't alerted, and he thought it was for take-out. If it had been alerted he would have called 3♠. Director called. Was the double alertable? How does the Director rule?



West	North	East	South	
1NT <sup>1</sup>	pass	2♣²	pass	ONT
2♦	pass	2NT	pass	3NT

<sup>&</sup>lt;sup>1</sup> – announced 12-14 <sup>2</sup> – not announced/alerted

North leads a diamond, declarer makes 10 tricks. At the end of play, South calls the Director, claiming that had he known East's 2♣ bid was not natural, he would have doubled, and partner would have led a club (thereby 3NT-1). What is the Director's ruling?

#### MIS-INFORMATION/UNAUTHORISED INFORMATION

Ex.12. When the Director is called to the table he is dealing with the following situations (if the 3♣ is conventional – Ghestem – it shows diamonds and spades, weak/intermediate). How should he rule in each case?

West	North	East	South
1♥	3♣		

- 12.1 Before he bids, East calls the Director, explaining that on looking at the North/South system card it says diamonds and spades, but the bid had not been alerted. South apologises saying that he had forgotten.
- 12.2 The 3♠ bid is not alerted, with no untoward action from North. East passes, South passes, West doubles, North passes, East passes. South enquires on West's double, and is told it is extra values with a probable shortage in clubs. Evidently East has length in clubs. On that basis, South suddenly realises that he has forgotten the system and calls the Director.
- 12.3 The 3♠ bid is not alerted, and South bids 3NT. West leads, and when dummy appears (showing the spades and diamonds), East claims that he would have competed in hearts if the hand had been correctly alerted (the system cards states Ghestem weak/intermediate). The Director is called.
- 12.4 The 3♣ bid is not alerted, and South reaches 6♣. Before East leads, North states that the 3♣ bid should have been alerted as diamonds and spades. The Director is called.
- 12.5 South alerts the 3♣ bid (and explains its meaning), East bids 4♥ (with only a couple of points). Holding ♠AQ752 ♥9 ♠KQ5 ♠K742, South bids 4♠. West leads a heart, and dummy shows 14 points, ♠KJ8 ♥72 ♠A43 ♣AQ953. East calls the Director (4♠ subsequently makes +1). East complains that North should bid to the slam, which he will double for a club lead holding a void. The system cards state 'Ghestem diamonds and spades'. How does the Director rule?

12.6 South alerts and describes the bid a spades and diamonds. South bids 3♠, and North (who actually has clubs), bids a 'firm' 4♠, and South now passes. At the end of play, North is found to hold ♠52 ♥A ♦K86 ♣AKJ7652. The Director is called.

#### **PSYCHES/MIS-BIDS**

Ex.13. East opens 1NT with ★843 ♥74 ◆AQ86532 ★9. Following a pass from South, how would you rule if West passes when holding?:

	13.2	<b>♦</b> K75 ♥ 1	X32	J86	
Ex.14.		West	North	East	South
		pass	pass	2NT	pass
		3♥	pass	3NT	all passed

Given the above sequence, the 3♥ bid (transfer or natural?) is not alerted. Dummy, West, puts down a six-card *spade* suit.

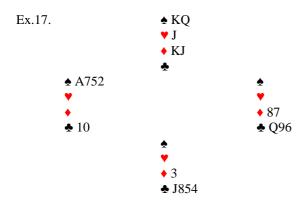
3NT just makes when South leads a club. North claims that if the  $3 \checkmark$  is alerted, holding  $\checkmark$ AKJ75 he would double the original  $3 \checkmark$  for the lead. The system cards state that the  $3 \checkmark$  bid *is* natural. When the Director asks East why he didn't bid  $4 \checkmark$  (holding  $\checkmark$ Q84), he states that holding stops in the other suits he felt 3NT was a better score.

♥ ( • K		♠ 9 ♥ Q96 ♦ KQJ1062 ♣ A85	<ul> <li>★ KJ103</li> <li>▼ 85</li> <li>◆ A5</li> <li>★ K10952</li> </ul>	
	West	North	East	South 1NT <sup>1</sup>
	<b>2</b> ♦ <sup>2</sup>	pass	2♠	all pass
	<sup>1</sup> announ	ced 12-14	<sup>2</sup> alerted - Astro (spad	les + another)

2♠ just makes. When called to the table by North, East innocently explains that no damage has been done since it's an average board (most pairs in 3♠).

2♠ goes 3 off (-150). North calls the Director, complaining that they have been swindled, since most other North/Souths make either 4♥ or 3NT. How should the Director rule?

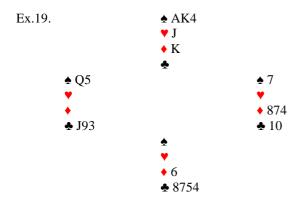
#### CLAIMS/CONCESSIONS



Declarer (South) is in a heart contract. At the point shown, he is in hand, and then detaches a small club from his hand, pointing the card towards dummy. He then says 'dummy's good'. West then calls the Director and says 'I've just told South that he must play.....' How does the Director rule?

Ex.18. Hand as Ex. 17. At the point shown, he detaches the ♣J from hand, waves it around, and then states '...and then dummy is good'. How does the Director rule?

#### MISCELLANEOUS



With hearts as trumps, declarer ruff a club in dummy and then says 'spade'. West insists that he plays the \$\ddot4\$, whereby the defence will take three of the remaining tricks. How do you rule?

#### **EXERCISE ANSWERS**

- Ex1. The Director should first check the system card(s). West has forgotten the system nothing illegal in that. However he has 'told' East that he has forgotten, by not alerting. East must continue to bid ignoring the fact that West has not alerted (i.e. treating the 3NT as a maximum with spades, rather than a hand without hearts) his pass *is* making use of UI. If 3NT gives East/West a better score than some number of spades, the Director should give an adjusted score (giving any benefit to North/South).
- Ex2.
- a) Everyone (well, at least 80%) would bid 2♥ result stands.
- b) In the Director's opinion, some (in fact many) players would pass, so it is a logical alternative result adjusted to 1NT-2.
- c) Is 'pass' a logical alternative? Possibly, in which case adjust to 1NT-2. But if possible, poll say five players of the same standard how many would seriously consider 'pass' as a logical alternative, and would they then actually pass if more than 1 in 5 adjust to 1NT-2.
- Ex3.
- a) There's a logical alternative to a club lead (diamond) adjust to 6♥ making.
- b) A club lead would be automatic result stands.
- c) There are logical alternatives not everyone leads an ace against a slam.
- d) This depends upon the standard of player. Good players would probably lead a club, but lesser players may not, (preferring a diamond).
- Ex4. This is 'hesitation Blackwood'. By North's hesitation he has implied two aces (i.e. one ace missing) and partial cover in the un-bid suits, and is considering bidding the slam on that basis.
  - a) 'Pass' is perfectly logical there may be two aces missing (without the hesitation) adjusted score to 5♠+1.
  - b) Objectively, 'pass' is still a logical alternative. However of those who may pass, I suggest that most of them (80%+) would take account of the useful club void, and bid the slam even if partner has only one ace. Result stands.
- Ex5. East obviously meant the bid as a splinter, but West must assume an invisible 'stop' card. He must continue as if 4♣ is natural, reaching 5 or 6 clubs (of course partner could correct to 6♥, again over which West may be obliged to bid 6NT). As long as West has bid ethically, the score will stand whatever the outcome.
- Ex6. Following the withdrawn 'stop', West now knows that East doesn't have 11 − 15 points, but probably has 6 hearts. He has had second thoughts on either opening a weak 2♥ (i.e. he now has a 10 count), or a benji 2♣ whereby he has a 16+ heart hand, or possibly a 10 point pre-empt. West has logical alternatives over 1♥. He

can bid  $2^{\blacktriangledown}$ ,  $3^{\blacktriangledown}$ ,  $1^{\blacktriangle}$ . He would probably like to choose either of the heart options, but both these are suggested by the 'stop', so he has to bid  $1^{\blacktriangle}$ . This analysis is somewhat dependent upon the standard of player – did he fully realise what was being implied by the incorrect 'stop'.

Furthermore, if over  $1 \triangleq$ , the next opponent bids  $4 \triangleq$  and partner (opener) passes, can the player bid  $4 \checkmark$ ?? (a probable 6-3 fit is a more comfortable proposition than a 5-3 fit) – you may need to poll player of the same standard. (You can dismiss opener having the possible benji  $2 \triangleq$  - he would have doubled  $4 \triangleq$  showing extra values).

Ex7. North/South have obviously been mis-informed, so when first called to the table, the Director should allow the final pass (South's) to be retracted, which South declines.

When recalled at the end of the hand, North would claim that he has been damaged – if known to be 10-12 he would double. The Director accepts this, and progresses the most likely auction following, with North/South reaching 3NT (2◆ doubled unlikely). Whoever is declarer, and whatever the lead, ten tricks would be the norm. The Director would adjust the score to North/South 3NT+1. He would also rule that there is no East/West UI.

Ex8. There are two facets to Law **73F**. If an opponent has 'no demonstrable bridge reason to hesitate' he should not do so. Deciding whether to signal (peter) is insufficient reason. Also if he 'could have known that at the time of the action, it may work to his benefit', he would be ruled against, if his action suggested an alternative action to the 'non-offender'.

West has no justifiable bridge reason to hesitate, and South was certainly influenced to assume that West had the  $\Delta A$ , and not the  $\Delta Q$ .

The score should be adjusted - a weighted score would be in order, to reflect the chance that without the hesitation, South may equally play the K or the J. The Director would be very receptive to hear declarer's views on why he should receive better than 50%!!

- Ex9. Unlike Ex8, West does have a legitimate reason to consider whether to play the ♠Q he may be recalling the play up to that point. Also declarer would himself know that if West had that card he would be under pressure to make a decision (Law 73D declarer draws inferences from valid actions at his own risk). The result should stand. (Note there is still probable UI for East, West can only be hesitating if holding the ♠Q, and East must ignore that fact if purely based on the hesitation).
- Ex10. The double is alertable **BB4H**. If North thinks that the double is for penalties, he would almost certainly bid 3♣ (the bid only needs to be reasonable for it to be accepted). However the Director must look further than that. East will pass, South will pass, but West will most probably compete with 3♥. This would be adjudged to be the final contract. Usually 2 off (club lead, spade switch, spade ruff, club ace, diamond ace, and possibly ♥Q), but maybe 1 off if declarer gets the ♥Q right. A weighted adjusted score of 60% 3♥ 2; 30% 3♥ 1; 10% 3♣ =;

- allowing for the two possible outcomes, would seem reasonable (the actual figures may vary according to the competition standard).
- Ex11 Initially West is at fault for not announcing Stayman. However the bid is so common that anybody in South's position would know its meaning. Yes − a wrongly phrased question could indicate his club interest, but surely he can double, whatever the 2♣ means. The Director should remind West that the bid should be alerted (and if he made a habit of not alerting he could face a procedural penalty). The non-alert has not itself caused any damage to North/South, and the result should stand.
- Ex12.1 Law **16A2** allows players to make use of opponents' traits, which includes help with remembering the system. No mis-information, no UI no correction.
- Ex12.2 With South's failure to alert, North realises that partner has forgotten the system and South will not necessarily have many clubs. However, ethically he must continue to bid on the basis that South does have clubs. South *is* allowed to remember the system as long as he has not been assisted by partner (he has not in this situation). He has called the Director (20F4), who allows the last call by the opponents to be retracted. East declines. South can now use his 'memory recall', and bid whatever he likes consistent with North's Ghestem bid.
- Ex12.3 It is too late to revert back to the auction (Law **21B** and **47E2**), so the Director should allow the play to continue, and should be called back at the end (3NT goes 3 off).

There are three infringements here. Firstly South has given mis-information to East/West by his non-alert (the system card describes the bid as Ghestem). The contract would be adjusted to some number of hearts EW. The final score would be the better of (for East/West) the weighted score of some number of hearts and their score from defeating the opponents 3NT - 3.

Secondly, just putting 'Ghestem' on a system card is not acceptable. The specific suits and general strength must be included – warning to North/South.

Thirdly, East has given UI to partner (that he has some support in hearts). West must not use even this sketchy information (this is probably irrelevant).

Ex12.4 When called, East will probably be quite irate, so to avoid any further UI, the Director should politely tell him to say no more. Law17D states that the auction period has not yet completed, so the Director should use Law21B1 and allow the last call by the defenders (i.e. East's) to be withdrawn and changed. East would probably do so and substitute a 'double'. (South can also then change his call unlikely). This enables the play to proceed, but The Director can still assess any earlier damage at the end of play.

If 6 doubled does not go sufficient off compared with an East/West heart game, East/West can attempt to gain further rectification. The Director will now have to assess all the possibilities back to the point of mis-information, and will probably give a weighted adjustment (but be wary of East/Wests who state that they would 'obviously do....' – often be exaggerations to obtain their best possible result).

- Ex 12.5 Imagine the alert is invisible to North. From North's point of view, He thinks South is bidding his own hand naturally, having say 7+ spades, an intermediate hand, and not wanting the opposition to play in hearts. Holding three spades himself, North (fortuitously) is happy to pass. North has merely mis-bid and got lucky − no further rectification (South has not fielded the mis-bid). (If South had bid 5♦ instead of 4♠, possibly not so lucky).
- Ex 12.6 North is in receipt of UI (he has forgotten the system and South doesn't necessarily have good spades). However he has no logical alternative to 4♣. Nevertheless, the subsequent pass by South has fielded the original 3♣ mis-bid (he should be treating the 4♣ as a slam try in spades). The Director rules that South has used UI and adjusts to whatever he considers North-South would reach if South kept on bidding.
- Ex13.1 Very few would venture further on this hand 'green' psyche score stands.
- Ex13.2 Some might bid (possibly 2♠ showing an 11 count. But the 'hanging jack', no 10s, and the flatness of the hand, allows for it to be devalued). However let the player explain this to you. Probably just worth an 'amber' psyche score stands. If the similar situation re-occurred in the session, the second occurrence would be ruled as 'red' psyche, and a Director would also re-score this hand as a 'red' psyche.
- Ex13.3 I would class this as a good 12 count hand (it's not the worst flat hand, and it does contain a 10). The pass would not be acceptable he's probably seen partner's similar 1NT openings before. West might try to excuse his pass on 'the state of the match, etc.', but a Director should still rule 'red' psyche. North/South should be awarded 60%, East/West 30% (unless North/South did better, or East/West worse on the actual table score).
- Ex 14. Having confirmed that the system is that 3♥ is natural, it all sounds very suspicious. West has obviously forgotten the system i.e. a mis-bid. There is no infringement on that alone, but the feeling is that East has catered for that possibility. The Director should rule that North/South have been mis-informed and award an adjusted score (North will double for the heart lead contract off).
- Ex15. It's the Director's decision as to whether North/South have been damaged not East's. West has mis-bid (forgotten the system), but surely East should be bidding at least 3♠ (if not 4♠). He has allowed (fielded) for partner forgetting the system. The Director should assess whether North/South have been damaged by the mis-information (unlikely), and if so award an adjusted score. Moreover the Director should assess West's actions. He has been reminded of the system by East's alert, but he should be assuming East has long spades, and without tolerance for spades, should probably be repeating his diamonds.
- Ex16. West has mis-bid, and moreover has then ethically passed (not belatedly taking advantage of the alert, when he then realises his mistake). East has bid naturally **no fielding** so no MI to North/South. Score stands rub-of-the green.

Ex17. Firstly, the Director tells West that *he* cannot dictate how the hand should be played. Play must cease when the claim is made, and thereafter the Director will dictate as to how the play should progress. He will disregard anything after any statement of play is made, unless in response to a question from himself. (Law **68D**, Law **70**). He should ask East/West for the basis of their objections - West will state that declarer has not said he will ruff the club, and also when in dummy, declarer's spades are not winners.

The actual claim itself needs to be considered in two parts.

Declarer has not actually stated what he intends to do with the small club. But coupled with his statement, and his pointing to dummy, it would be irrational to think that he doesn't intend to ruff the club – this part of the claim allowed.

However having got to dummy, he has now obviously forgotten the ♠A, and as such it is perfectly rational to play spades first, in which case West may win, and then has to concede the remainder of the tricks to dummy. However, when Director is playing the hand, he (possibly with West's assistance) would consider what if West ducks the spade. There is no reason why dummy shouldn't play another spade. Now West wins his ace, and can cash the remainder of the spades. This is the optimum defence for East/West, and the one that the Director should allow. So, of the last five tricks declarer will win only two.

- Ex18. This illustrates that the exact wording is important (the word 'then'). In this case, it is conceivable that he thinks \(\preceq J\) is a winner (having forgotten the queen), and after 'winning' this trick intends to enter dummy, either with a club ruff or a diamond. The Director should play that dummy throws a spade, East wins \(\preceq Q\), returns \(\preceq 9\), which declarer would be allowed to win in dummy. There is then no reason for him not to play the last spade to West's ace (obviously having also forgotten that card). West wins the remainder of the tricks. So, of the last five tricks declarer will win only one.
- Ex19. Law 46B2 states that if a suit is designated, but not a rank, it is deemed that the lowest card of the indicted suit should be played. So should declarer be made to play \$4 from dummy?

Law 45B also states that '.... (except when declarer's different intention is incontrovertible).....'

Only the most pedantic Director would rule that the 4 should be played – and even then it would probably be over-turned on appeal.

#### **APPENDIX 1**

#### SCORE ADJUSTMENTS

Law 12 defines in general terms the types of score adjustment that the Director can give. For further clarification of all the below methods, see White Book.

#### **Artificial Adjusted Score ('Average' Situations)**

- Board not completed (but scheduled in the movement):
  - Overheard result.
  - Fouled at previous table.
  - Looked at wrong hand.
  - Time constraints (board must not have been started):
- Board Completed
  - Playing illegal methods.
  - Fielding (red) of psyche or mis-bid.

The adjustment given is usually in terms of 'average'. Average is 50%; Average Plus is usually 60%; Average minus is usually 40% (30% if fielded red psyche).

In pairs, these figures can be modified if a pair's session score is > 60% or < 40%.

In teams, the equivalent adjustments are  $\pm$  3 imps, (modified if their average board score is > 3 imps or < - 3 imps).

## **Assigned Adjusted Score**

Following an infringement, the Director may rule back to a more appropriate score. If he is sure what the outcome of the board is, he adjusts to that score.

Also in a team's match (quote from White Book):

- if team A gets a good or lucky board against team B and, because of an infraction by team B, the board cannot be played at the second table, then the non-offenders are entitled to an assigned adjusted score under Law 86D.
- if team A gets a good or lucky board against team B and, because of an outside influence or an unlucky event not caused by team B, the board cannot be played at the second table, then team A are entitled to an assigned adjusted score under Law 86B.

However, it is not the case that the offending side get an adjustment under this Law when they receive the good score and *they* cause it not to be played at the second table.

#### Weighted Assigned Score (Directors are encouraged to adopt this option)

Following an infringement, if there are several possible outcomes, the director can give a weighted score. Each weighting should reflect the probability of that score being achieved (in the Director's opinion). For example, due to an infringement, a contract played in  $4 \checkmark$  is cancelled, and the Director rules that the opponents should be allowed to play in  $3 \spadesuit$ . However he is not sure of the actual outcome of this contract. He may weight 30%  $3 \spadesuit$  -1; 50%  $3 \spadesuit$  just making; 20%  $3 \spadesuit$  + 1. (Note that when a bid is cancelled as a result of UI, this bid cannot form part of any weighting, unless it is made later in the auction, either by offender or partner).

The computation of this is laborious, but most modern scoring software caters for this type of adjustment (see WB for detailed manual calculation).

#### Split Score

This type of adjustment is uncommon, and the TD at club or even area level will be unlikely to experience it. Basically it is an assigned score to each side but they need not be the same (e.g. the Director may award +140 to North/South and -100 to East/West).

It arises as a result of:

- the opponents may be penalised for their infraction, but the non-offenders may not get the full benefit due to their own very serious error or gambling action.
- if the Director makes an error (82C), which is too late to be corrected, he is obliged to treat each side as non-offenders. They can be given different scores (but more usually a Director would use a weighted score').

## Split/Weighted Score

A combination of the above two methods – rarely used. It can be used following a mess resulting from not calling the Director immediately. Both sides are at fault and are treated as offenders, but possibly to differing degrees.

## No-Play

A board should only be designated as 'not played' when it no longer is considered as part of the movement – e.g. the director decides to curtail a 9 round movement after 8 rounds. All 'plays' on the final scheduled round should be 'no-plays'.

## **Procedural/Disciplinary Penalties**

Procedural Penalty Offences are detailed in (90). Usually the first offence carries a warning, but subsequent offences can be penalised (usually in 10% increments).

Disciplinary Penalties (91) can be given for disciplinary offences. These can be in addition to other penalties given on the same board. (Note – these cannot be appealed).

A full scale of these penalties can be found in the White Book.