



The European Bridge League

Appeals Booklet 2004

**Including the appeals from:
The European Team
Championships, Malmö
and
The European Junior
Championships, Praha**

Appeals Malmö

In this booklet you will find the appeals conducted during the European Team Championships held in June 2004 in Malmö, Sweden.

Appeals Praha

In addition, three appeals from the European Junior Championships, held in August 2004 in Praha, Czech Republic, are also in this booklet.

Appeals Committee Statistics

In Malmö, there have been 11 Appeals and one special hearing. Seven cases were heard from the Open series, four from the Women's and one from the Seniors. A total of 14 different members were used, but every single Committee consisted of five persons. The ruling by the Tournament Director was changed in only two cases, and the deposit was kept twice. The Board-Appeal-Ratio (BAR) was 0.33, which is the lowest it has ever been at European Teams Championships, but which is in line with Menton, where the BAR was 0.32.

Board-Appeal Ratio's (BARs)

In order to compare the rates of appeals, we have developed the notion of a Board-Appeal Ratio. In essence, this is the number of appeals that are heard in relation to the number of boards played. It is expressed as the number of appeals per 1000 boards played. Over the past few years, the BARs have steadily gone down.

BARs throughout the years:

Warszawa 1999	0,58
Malta 1999	0,70
Bellaria 2000	0,22
Sorrento 2001	0,21
Tenerife 2001	0,81
Oostende 2002	0,51
Salsomaggiore 2002	0,56
Menton 2003	0,32
Malmö 2004	0,33

BARs per type of competition (in EBL competitions of the past five years)

Women's Pairs	0,25
Mixed Pairs	0,30
Senior Pairs	0,31
Open Pairs	0,40
All Pairs	0,34

Mixed Teams	0,34
Senior Teams	0,36
Women's Teams	0,47
Open Teams	0,76
All Teams	0,57

Mixed	0,31
Seniors	0,34
Women	0,39
Open	0,62
All Appeals	0,47

(statistics based upon 218 appeals, 466151 boards played, over the period 1999-2004)

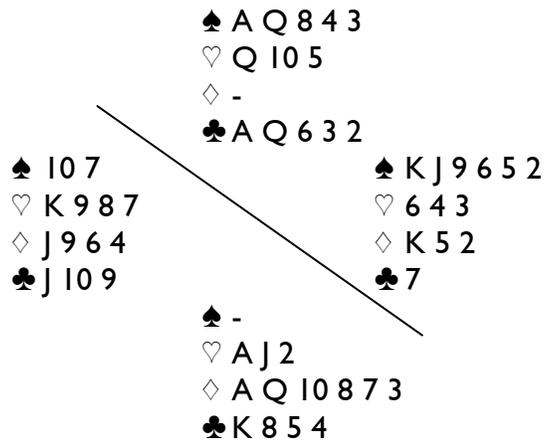
Appeal No. 1
Bulgaria v Turkey

Appeals Committee:

Bill Pencharz (Chairman, England), Jean-Claude Beineix (France), Maria Erhart (Austria), Steen Møller (Denmark) , Herman De Wael (Scribe, Belgium)

Open Teams Round I

Board 12. Dealer West. North/South Vulnerable.



West	North	East	South
<i>Kolata</i>	<i>Zahariev</i>	<i>Atabey</i>	<i>Karakolev</i>
Pass	1♠	Pass	2♦
Pass	3♣	Pass	3♥
Pass	3NT	Pass	4♣
Pass	4♠	Pass	5♣
Pass	6♣	All Pass	

Comments:

Precision bidding, 2♦ Game-Forcing

Contract: Six Clubs, played by North

Result: 12 tricks, NS +1370

The Facts:

East called the Director after the bid of 6♣, complaining that there had been a break in tempo when the tray came back with 5♣.

The Director:

Asked West how long the break in tempo had been, and found it was less than 15 seconds. All the players agreed with this timing.

The Director considered the Code of Practice, which contains:

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.

There was then no alternative but to consider that there had been no unauthorized information at all

Ruling:

Result Stands

Relevant Laws:

Law 16A

East/West appealed.

Present: All players except North and both Captains

The Players:

East explained he had called the Director because of the break in tempo. The bidding had been going on in a normal, quick tempo, until the bid of 5♣. He had asked if 4♠ had denied the ♥ and ♦ cues, and this had been confirmed. Everybody now understood that the slow 5♣ showed the heart control.

West was asked what had happened after the tray had come back with 4♠. He stated that South had thought for something like 9-10-11 seconds before bidding 5♣. The rest of the bidding had gone more quickly. West said he had asked if North had shown 5-5 in the black suits, and that South had confirmed this.

South said that he had thought some time, but not more than 12 seconds, and that all the players had agreed to this. South stated that 3♣ would have shown more than a 5-4 in the blacks, and he denied having told West it was 5-5.

North-South told the Committee, through their captain, that there were no written system notes that said that 3♥ was an advanced cue-bid, but it would be natural to assume that it was. South had three ways of showing a club fit: 3♦-4♣, 3♥-4♣ and 4♣ direct. The second must imply a heart control.

The North-South captain said it seems normal to bid 6♣

The Committee:

Considered that the Director had been correct in deciding that a delay of less than 15 seconds carries no information, unauthorized or otherwise. Since the players confirmed once again the timing of the events, the appeal lacked merit.

The Committee's decision:

Director's ruling upheld.

Deposit: Forfeited

Comment: There are good reasons why a delay of up to 15 seconds should carry no meaning. Nobody should try and guess, nor care, what happens at the other side of the screen. Players might be asking questions or just sipping at their drinks. Also it would be perfectly legitimate for an opponent to moderate the speed of return of the tray (within the 15 second time-frame obviously).

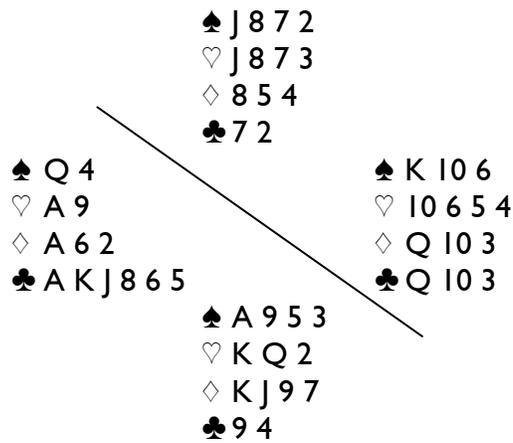
Appeal No. 2
England v Finland

Appeals Committee:

Jens Auken (Chairman, Denmark), Jean-Claude Beineix (France), Maria Erhart (Austria),
 Tommy Gullberg (Sweden), Anton Maas (the Netherlands)
 Herman De Wael acted as Scribe

Women's Teams Round 4

Board 13. Dealer North. All Vulnerable.



West	North	East	South
<i>Nurmi</i>	<i>Teltscher</i>	<i>Suppula</i>	<i>Brock</i>
	Pass	Pass	INT
Dble	All Pass		

Comments:

Weak No trump

Contract: One No trump Doubled, played by South

Result: 3 tricks, NS -1100

The Facts:

After the board, South asked North why she had passed. North said she thought the double had not been for penalties. The Director was called. The Double was strong (against weak No trump) but the Convention Card has the following mentions:

Under "vs NT" it says "X=5c.m+4c.M", and

under "Notes that don't fit in elsewhere" it says "Vs. weak NT: X=strong", without cross-reference.

North showed the Director the resumé sheet of their opponent's system, which showed their Captain had been misled by the Convention Card as well. North/South had decided not to run so often if the Double was not for penalties.

The Director:

Decided that the Convention Card had been badly filled in and that this was the main cause for the events at the table.

Ruling:

Score adjusted to 3NT+1 by East/West (NS -630)

East/West receive an Official warning to clarify their Convention Card

Relevant Laws:

Law 75A, 40C, 12C2

East/West appealed.

Present: All players and both Captains

The Players:

East/West, through their Captain, stated that North ought to have known that the Double had been for penalties, because East had not alerted it. West had not alerted it either, and South had correctly interpreted this.

East stated she had asked if INT was weak, and when that was confirmed, she had not alerted the Double.

The Captain of North/South admitted that the alternate meaning of this Double was indeed on the Convention Card, and that he had missed it when studying the system, because it was not in the correct place.

North stated she had been convinced the Double showed some 5-4, and would not be passed out. She had been delighted about this. She knew the meaning because of the East/West Convention Card and of her Captain's notes and had followed them. She would "never ever" not have run if it was sure the Double was strong. She explained the escape sequence: she would have bid 2♣, and if that was doubled, she would redouble to start bidding 4-card suits up the line.

When asked if it had occurred to her that even a conventional Double might be passed out, she replied that she had been convinced it was Take-Out. The Captain added that it was not very likely that a conventional bid would be passed out by East, because East was a passed hand.

The Committee:

Started by confirming that the Convention Card was wrongly filled in. Some members thought that North had not done enough to protect herself, she could and maybe should have asked when the Double was not alerted. It was however the opinion of the Committee that a player can trust a clear information on the Convention Card.

The Committee found that North had been misinformed, and decided that North had been damaged through this misinformation, and that the score should be adjusted.

As to the score adjustment, the Committee saw no reason to change the Director's adjustment, noticing that none of the parties had challenged it.

The Committee's decision:

Director's ruling upheld.

Deposit: Returned

In a separate decision, the **Systems Committee**, following its normal procedure, decided to suspend East/West for one match, during which they should complete their Convention Card. Furthermore, they should make absolutely certain that they inform their future opponent's of the original misplaced mention of this particular sequence.

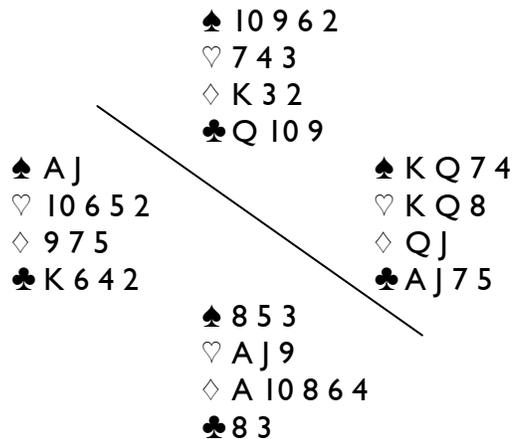
Appeal No. 3
France v Poland

Appeals Committee:

Jens Auken (Chairman, Denmark), Herman De Wael (Scribe, Belgium), Tommy Gullberg (Sweden), Anton Maas (the Netherlands), Steen Møller (Denmark)

Open Teams Round II

Board 5. Dealer North. North/South Vulnerable.



West	North	East	South
<i>Kowalski</i>	<i>Multon</i>	<i>Tuszynski</i>	<i>Quantin</i>
	Pass	1♣	Pass
1♥	Pass	1♠	Pass
INT	Pass	2♣	Pass
3♣	Pass	3♦	Dble
Pass	Pass	3♥	Pass
3♠	Pass	4♠	Pass
5♣	All Pass		

Comments:

1♣ Polish, 1♥ 8+

Contract: Five Clubs, played by East

Lead: ♣3

Play: ♣ to Queen and Ace, ♣ to the King, ♥2-♥3-♥K-♥A
 South now returned the ♥J and the contract was made

Result: 11 tricks, NS -400

The Facts:

South called the Director after the board, claiming that his return of the ♥J had been influenced by a wrong explanation of East's shape. East had explained his bid of 2♣ as showing either 15+, 4♠-5♣ OR 18+, 4♠-4♣. West had explained it as only the first possibility. South had correctly interpreted his partner's ♥3 as showing an odd number, so East's shape had to be 4-1-3-5. In that case, the return of the ♥J had been perfectly normal.

The Director:

Consulted with his colleagues and with 5-6 good players, none of which would have returned the ♥J. The Director concluded that South was not damaged through any possible misinformation, but through his own actions.

Ruling:

Result Stands

Relevant Laws:

Law 75A, 40C

North/South appealed.

Present: All players and both Captains

The Players:

West told the Committee that South had asked him about the bidding, and that according to his understanding, 2♣ showed 5 clubs.

East explained that this was true, but that there were hands, of 18 points and more, where the systemic bid of 3NT was not advisable. That is why he had chosen to bid 2♣ and why he had explained it in the way he did. East/West could provide no written evidence for either explanation.

South explained how he had arrived at the conclusion that East's shape was 4-1-3-5. The 4-5 were as he was told, and his partner's distribution signal showed that East was 3-1 in the reds. The 3♦ bid had not been alerted, so it could not have been on a singleton. That left just the 4-1-3-5 shape. Given that conclusion, only a heart return could not cost, and South could simply wait for his diamond tricks, and for any spade trick his partner might make.

North must have a spade honour, because if declarer has ♠KQxx, he can throw the diamond losers away.

East pointed out that in any case 3♥ was natural, and South's assumption that East held the bare ♥K was a mistake.

The Committee:

Arrived at three separate conclusions:

To start with, the Committee concluded that there had been misinformation. East's explanation about not wanting to jump to 3NT seems logical, and any benefit of the doubt about what is the agreement between East and West should go with North/South. South had been misinformed.

The second conclusion was less easy. Was South damaged through the misinformation, or not? South's explanation seems equally logical, and South should not be blamed for not analysing the distribution more fully, which under these circumstances was difficult. The Committee found that it is not clear that the return of the ♥J was Wild, Gambling or Irrational. Therefore, South was entitled to redress.

This left the problem of what score to redress to. South had three possible returns, and two of those (the return of a spade or a diamond) are equal, leading to one down. That left only the heart return to be considered. It was suggested that the heart return was impossible, with a correct information, but the Committee found that that was not true, since the correct explanation still contained the high probability of a 4-5 in the black suits. Rather than discussing if the heart return would be found more or less than one third of the time, the Committee decided on that particular proportion.

The Committee's decision:

Score adjusted to

Both sides receive:

66.7% of 5♣-1 by East (NS +50)
plus 33.3% of 5♣= by East (NS -400)

Deposit: Returned

Note: the result at the other table was 3NT-2 by East (NS+100) so the final result on the board was:

66.7% of -2
plus 33.3% of -11
or -5 IMPs to the team of North/South

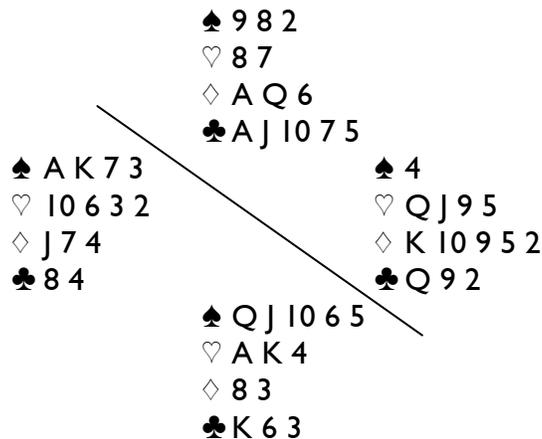
Appeal No. 4
France v Scotland

Appeals Committee:

Anton Maas (Chairman, the Netherlands), Herman De Wael (Scribe, Belgium), Maria Erhart (Austria), Tjolpe Flodqvist (Sweden)

Senior Teams Round 3

Board 1. Dealer North. None Vulnerable.



West	North	East	South
<i>Marshall</i>	<i>Faigenbaum</i>	<i>Innes</i>	<i>Damiani</i>
	Pass	Pass	1♠
Pass	2♣	Dble	2♠
Pass	4♠	All Pass	

Contract: Four Spades, played by South

Lead: ♣8

Play: ♥A, ♥K, heart ruff

Result: 10 tricks, NS +420

The Facts:

This was the first board of the match, in the third round. West called the Director at the end of play. He would not have lead clubs but for his partner's double. East had doubled because he had not understood that 2♣ had been alerted, as being Drury. He had intended his double to show the red suits. North stated he had alerted by pointing to his own bid. East told the Director that he was not familiar with this method of alerting. The scorer, who sat at the same side of the screen, confirmed that the bid had been alerted by pointing.

The Director:

Told North off for alerting in a non-standard manner, but ruled that East should be expected to understand what the movement means, or at least ask about it.

Ruling:

Result Stands

Relevant Laws:

Conditions of Contest C2

East/West appealed.

Present: All players and the Captain of East/West

The Players:

East told the Committee that he had not been aware there had been an alert, either by pointing to the bid or otherwise. When asked by the Director about it, he had wanted to express that he would be prepared to accept that such an action had taken place, but that he would not be certain it could be an acceptable alert. He had not seen anything.

South expressed his partner's apologies for not respecting procedure. South pointed out that he always used the blue card, but that his screen-mate alerted in the same manner as his partner, by pointing to the bids. South argued that Drury is not very unusual.

East/West's captain pointed out that Drury was not so usual in his country, and that West, while indeed alerting in the same manner, also always made certain that his screen-mate has noticed the alert.

When asked about it, North admitted that he could not confirm that East had noticed the alert.

South finally stated that he would always make the contract, even without a club lead. He would notice the 4-1 trump split and play East for the ♣Q.

The Committee asked the Director to confirm what was told to him. The Director confirmed that East had not objected to the fact that North had alerted by pointing at the bid. East had only told him that he did not think pointing at the bid constituted an alert. The Director had not asked further and had concluded that East had seen the movement but had not understood it.

The Committee:

Decided that the most important fact had never reached the Director: North had not made certain that East had noticed his movement. The Conditions of Contest contain the following sentence:

It is the obligation of the player making an "alert" to ensure that his screen-mate has noticed that an "alert" has been made.

Therefore, the ruling shall be as if no alert had taken place.

The Committee then decided on what score adjustment to give. Without the double, West has three available leads: hearts, diamonds or clubs. The Committee decided to weight these options 75%-20%-5%. With a club lead, the contract is made, and with a diamond lead, declarer runs into too many difficulties to cope with. On a heart lead, the chances are with declarer, but it was not thought he would always make the contract. A success rate of between 60% and 80% was put forward, but in the end the Committee rounded the final outcome off to 60% making.

The Committee's decision:

Score adjusted to

Both sides receive:

60% of 4♠= by South (NS +420)
plus 40% of 4♠-1 by South (NS -50)

Deposit: Returned

Note: the result at the other table was +420 so the final result on the board was:

60% of 0 IMPs
plus 40% of -10 IMPs
or -4 IMPs to the team of North/South

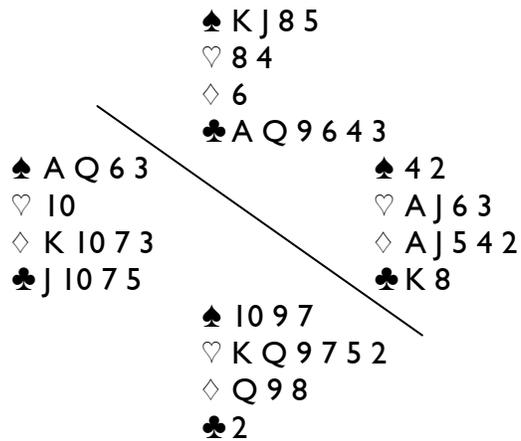
Appeal No. 5
Greece v Serbia & Montenegro

Appeals Committee:

Jens Auken (Chairman, Denmark), Herman De Wael (Scribe, Belgium), Jean-Claude Beineix (France), Maria Erhart (Austria), Anton Maas (the Netherlands)

Open Teams Round 15

Board 17. Dealer North. None Vulnerable.



West	North	East	South
<i>Zipovski</i>	<i>Zotos</i>	<i>Vladnić</i>	<i>Lambranos</i>
	1♣	1♦	Pass
2♣	Dble	2NT	Pass
3♦	Pass	3NT	Dble
Pass	Pass	4♦	All Pass

Comments:

1♦ showed 4-4 in diamonds and hearts

Contract: Four Diamonds, played by East

Lead: ♣2

Play: Ace, club ruff, spade to the ace, ♦A

Result: 10 tricks, NS -130

The Facts:

East thought 3♦ was Roman Keycard Blackwood, so he responded 3NT thinking to show 2 Aces without the ♦Q (this was not the system). South and West thought for some time, so the tray took a while to come back. When East then bid 4♦, North called the Director to complain about a possible use of Unauthorized Information.

The Director:

Established that South and East had both thought for some time (each around 20 seconds), and let play continue. After the play, the Director ruled that East could not have known what caused the delay, so there was no Unauthorized Information.

Ruling:

Result Stands

Relevant Laws:

Law 16A

North/South appealed.

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

The Players:

North/South, through their Captain, explained that there was information from the delay. It should be obvious that there was a delay that was caused by West. The Captain believed that East knew from the delay that something was wrong and he should not be allowed to bid 4♦ after that. North/South wanted the contract to be returned to 3NTX, maybe going down. West explained what had happened after the tray came back with 3NT. South had asked about the meaning of 1♦, 2♣ and 2NT (this in fact showed 13-15 and 4-4 in the reds). After this, South had thought and then doubled. West had then thought himself, even taking out 4♦ out of the bidding-box, before deciding to pass. All this took something like 40 seconds, but West stated that he had not thought longer than South had. West said that he had also explained this to the Director and South had not objected to this explanation.

South was not at the hearing so these facts could not be checked.

East explained that he had not been certain about the meaning of 3♦. He had thought about it for some time before alerting it and explaining it as Blackwood. This was a mistake. In their system, 4♦ is always Blackwood, and East could not explain why he thought this 3♦ would also have been Blackwood. When the tray came back with a double and a pass, East concluded that 3♦ had been natural and invitational. Otherwise, West would have redoubled. West added that East had a diamond more than he had promised. After the 2♣ cue-bid, 2NT showed only 4 diamonds. 3♠ or 3♦ would be used to show the fifth diamond.

The Committee regretted that South was not there to relate the facts and answer questions from the Committee including what he would have led against 3NTX.

The Committee:

Found several reasons to agree with the ruling.

South was not at the meeting, so it was not possible to determine the exact duration of the hesitations and other facts.

It was not clear that East had Unauthorized Information and the Committee allowed East to continue after 3NT.

The Committee therefore decided to go with the Director.

The Committee's decision:

Director's ruling upheld.

Deposit: Returned, because it was very obvious that West was thinking.

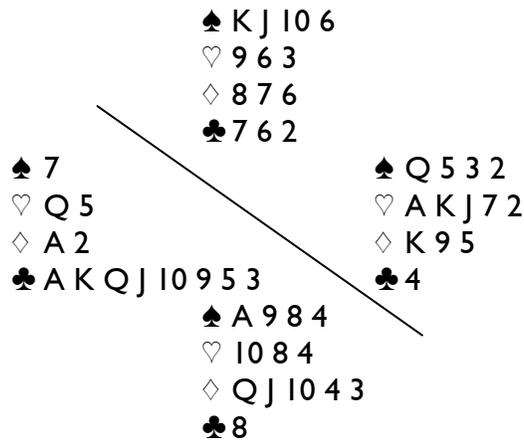
Appeal No. 6
Austria v Italy

Appeals Committee:

Jean-Claude Beineix (Chairman, France), Herman De Wael (Scribe, Belgium), Tommy Gullberg (Sweden), Anton Maas (the Netherlands), Steen Møller (Denmark)

Women's Teams Round 12

Board 8. Dealer West. None Vulnerable.



West	North	East	South
<i>Forti</i>	<i>Grumm</i>	<i>Buratti</i>	<i>Weigkricht</i>
1♣	Pass	1NT	Pass
2♣	Pass	2♥	Pass
3♣	Pass	3♠	Pass
4♣	Pass	4♦	Pass
4♠	Pass	...5♣	Pass
6♣	All Pass		

Comments:

Strong Club auction - 1♣ 16+; 1NT 4 controls

Contract: Six Clubs, played by West

Lead: Heart

Result: 13 tricks, NS -940

The Facts:

South called the Director after the bid of 6♣, complaining that the tray had taken a long turn before coming back with 5♣. West did not confirm this, but the computer operator (the match was relayed to the Internet) confirmed that the bidding had slowed down after 4♣. South described the delay as 1 minute, and West did not protest this.

The Director:

Considered that the hesitation had been established and ruled Unauthorized Information. The Director consulted some players and his fellow directors and nobody would have bid after 5♣.

Ruling:

Score adjusted to Five Clubs by West, 13 tricks, NS -440

Relevant Laws:

Law 16A, 12C2

East/West appealed.

Note: In fact, the Table Director originally allowed the result to stand. There had been one fact overlooked, however, and the Chief Tournament Director changed the original ruling after the match.

Present: All players, both Captains and the Coach of East/West

The Players:

The Captain of East/West started by relating the events after the original ruling. North/South had wanted to appeal but instead asked the Chief Tournament Director to review the case. The East/West Captain asked the Committee to review that procedure.

East then explained the meaning of the bidding sequence. The Director had explained most bids as "Natural", but that was not really the case. After 1♣ (strong) -INT (4 controls), 2♣ showed either long clubs or a balanced hand and East has available to her a relay bid of 2♦ to ask for further explanation. She chose 2♥ because she wanted to bring her two suits in the picture. Now, West should bid 2NT with a balanced hand, but 3♣ again shows clubs. Later it would be revealed that this 3♣ in fact denies a spade suit. 3♠ by East now shows a strong hand with both majors.

East also stated why she had thought before bidding 5♣. She knew the controls were all there, but thought partner still needed something in clubs for the slam, so she only bid 5♣. West explained (in Italian, translated by East) that she did not disagree with the hesitation, but that she could not confirm it either, as she was concentrated. She had decided long ago to go to slam.

South explained that she had asked how East/West had known about the Heart control. She had asked East what she would have bid with six hearts to the Jack, and AK of Spades. East had told her that she would also have bid 2♥. East confirmed this, but also added that she would then have bid 3♥ on the next round, not 3♠.

The Committee asked West why she had bid 4♠ if she had already decided to go to slam, and she replied that she had been lazy, and had automatically bid the next cue bid.

The Committee also wanted to know if 3♠ had been alerted as showing extra values. East/West guessed it had, but North/South had interpreted it as merely showing something in Spades, going to 3NT.

The Committee:

Considered the hesitation to be proven.

The Committee accepted the explanations that East/West gave to their bidding as being correct. However, it is not clear that West had concluded that East had shown strong Hearts, and she should not be awakened by the hesitation.

Just to give an answer to the question that was posed, the Committee confirmed that the Chief Tournament Director has the power to amend a ruling that has been presented to the table by another Director.

The Committee's decision:

Director's ruling upheld.

Deposit: Returned

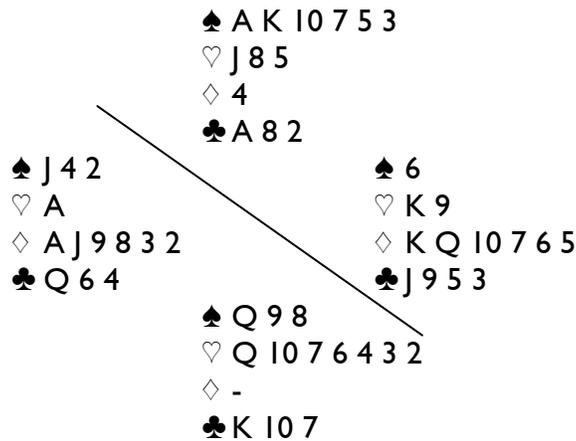
Appeal No. 7
England v Belgium

Appeals Committee:

Jens Auken (Chairman, Denmark), Daniel Auby (Scribe, Sweden), Maria Erhart (Austria), Anton Maas (the Netherlands), Jean-Paul Meyer (France)

Open Teams Round 19

Board 14. Dealer East. None Vulnerable.



West	North	East	South
<i>A.Labaere</i>	<i>Ju.Hackett</i>	<i>V.Labaere</i>	<i>Ja.Hackett</i>
		3♦	Pass
5♦	...Pass	Pass	5♥
All Pass			

Contract: Five Hearts, played by South

Result: 11 tricks, NS +450

Present: All players and both Captains

The Facts:

East called the Director when the tray came back to her with the 5♥ bid, complaining about South's 5♥ bid after a hesitation by North.

The Director:

Told East that her side was not the proper side for calling the Director about a hesitation on her side and told them to finish the play of the hand. When the play of the board was about to end the Director went back to the table and when play finished East-West started a conversation in French, after which West called for the Director with the same complaint as East had made. West stated it took 20 seconds for the tray to return. North/South were asked if they agreed upon this and they did. East said nothing.

The Director ruled that when East called for the Director their side forfeited their rights as non-offending pair.

Ruling:

Result Stands

Relevant Laws:

Law 16A1

Conditions of Contest (CoC) C1.3

WBF Code of Practice "action behind screens"

East/West appealed.

Present: All players and both Captains

The Players:

The Captain of East/West stated that his players were not aware of the rule that it was West that should call for the director in this situation. There is nothing about it in the Rules & Regulations. From the bidding South knows that it is North who is the one who had caused the delay. The Captain further added that they did not agree about the 20 seconds, they thought it was more.

East confirmed this, saying it took more than 20 seconds.

South stated that the Director had asked about the delay and he had said 20 seconds; that the Director then asked West who had agreed with this; and that East said nothing about the length of the delay.

South told the Committee that it is theoretically incorrect to act on round one with preemptive values. West's 5♦ bid normally indicates a distributional hand, or he would have bid 3NT. 5♥ appeared to be a normal bid to South.

The Committee:

Based upon the Director's examination of the facts the delay was considered to have been 20 seconds. The question was if, under the circumstances, and according to the regulations, this was a break of tempo or not.

The CoC C1.3 states:

A delay of the bidding tray on one side of the screen of up to 15 seconds (at any time during the auction and whether or not out of tempo) shall not give rise to any inference of unauthorized information. Players are advised to vary the time the tray is passed so that pauses up to 15 seconds (or perhaps longer in unexpected situations) may be considered not to convey information.

This regulation was changed in 2003 in accordance with the WBF General Conditions of Contest and now has the following wording:

During the auction, when playing with screens, a breach of tempo may be identified by the slowness or speed with which the tray is returned. The players who receive the tray are the ones who can speak to any abnormality. Consequently it is an infraction if a player on the side of the screen where the breach occurred is the first to draw attention to it and the player forfeits for his side its non-offending status.

It is not considered that a delay of some 20 seconds is sufficient to convey unauthorized information.

Unfortunately this changed wording was not printed in the CoC for Malmö. This mistake was mentioned at the Captain's meeting before play in the championships began. The captains were told that the latter wording would apply in these championships. The correct wording was read to all the captains.

The Appeals Committee appreciated these facts and confirmed that the EBL is entitled to make such a change to the CoC, but found it unfortunate that the correct wording was not handed out in writing to the teams.

According to the rules and regulations for the championship the WBF Code of practice applies. The latter says:

“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.”

The Committee found that the auction was not complicated, but to some extent competitive.

Taking into consideration:

- that a delay of some 20 seconds on one side of the screen is not sufficient to convey Unauthorized Information according to the regulations;
- that none of the other regulations concerning Unauthorized Information is in opposition to this rule

A majority (3-2) of the Committee found that there had been no Unauthorized Information given.

The minority found that there had been Unauthorized Information because of the unclarity of the regulations.

The Committee's decision:

Director's ruling upheld

Deposit: Returned

Comment: Because a delay of some 20 seconds is not enough to convey Unauthorized Information, it is especially important that players generally vary the time the tray is passed.

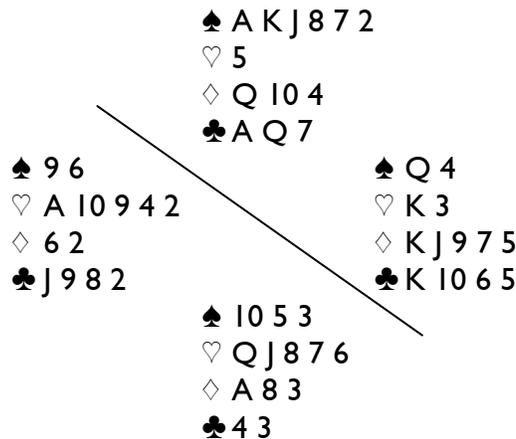
Appeal No. 8
Bulgaria v Austria

Appeals Committee:

Jean-Claude Beineix (Chairman, France), Herman De Wael (Scribe, Belgium), Grattan Endicott (England), Tjolpe Flodqvist (Sweden), Steen Møller (Denmark)

Open Teams Round 20

Board 18. Dealer East. North/South Vulnerable.



West	North	East	South
<i>Wernle</i>	<i>Dyakov</i>	<i>Schifko</i>	<i>Batov</i>
		1♦	Pass
1♥	Dble	INT	Pass
2♥	2♠	3♥	3♠
Pass	4♠	All Pass	

Comments:

Strong club auction, 1♦ can be 2 cards

Contract: Four Spades, played by North

Result: 10 tricks, NS +620

The Facts:

East called the Director after the bid of 4♠, complaining that the tray had stayed on the other side of the screen for a very long time before returning with 3♠.

The tray had also been slow on the previous round. The Director collected the following estimates: for pass and 2♥, 60 seconds according to East, 40 seconds according to North, in the next round: 90 and 40 seconds respectively.

The Director:

Ruled that there had been a break in tempo.

The Director found however, that the hesitation before 3♠ does not demonstrably suggest to North that he should bid 4♠.

Ruling:

Result Stands

Relevant Laws:

Law 16A

East/West appealed.

Present: All players and both Captains

The Players:

East started by stating that it was not important whether the delay was 90 or 40 seconds. He had counted to 90, but the delay was certainly there. East continued by stating that there was no doubt the hesitation was caused by South, not by his partner, who had no more bids after his sign-off of 2♥. East next listed four possibilities: South might be thinking of passing, doubling, bidding 3♠ or 4, or contemplating 3NT. In three of these cases, South shows a good hand. Therefore bidding 4♠ is a 3/1 winning option.

South explained that he counted the points around the table, and arrived at 43. From this he deduced that North must have extra shape, like 6043. That is why he decided not to double but to bid 3♠ instead.

North explained why he bid 4♠. He did not have a minimum hand and an extra spade. The opponents have bid and supported hearts, so he thought partner had no useless points in that suit. North also pointed out there was no "break" in tempo, as the whole sequence had been slow.

The Committee:

Decided that the Director had ruled correctly. In fact, South brought so little of what he'd promised (including two heart honours) and yet the contract was cold.

Players of the level of East/West ought to realise that the Directors don't take their decision lightly and the Committee had no choice but to rule that the appeal had been frivolous.

The Committee's decision:

Director's ruling upheld.

Deposit: Forfeited

Appeal Committee Meeting No. 9 System of Turkey Women

Appeals Committee:

Jens Auken (Chairman, Denmark), Herman De Wael (Scribe, Belgium), Grattan Endicott (England), Anton Maas (the Netherlands), Jean-Paul Meyer (France)

The Facts:

The Turkey Women's team has written a letter to the Appeals Committee to complain about a ruling they considered unfair.

In their match against Sweden, the bidding at the first board had gone 1♣-INT. When that was explained as "Crash", the Swedes asked for the Director. They had not realised their opponents were playing this convention.

The Director read the Convention Card and found "Crash" under "vs strong 1♣". In the notes it was explained that the pair played this convention not just against strong 1♣ but against any artificial 1♣ opening.

The Director ruled that the Swedes had indeed been surprised, and ordered the Turks to omit the Crash convention for that round.

The Systems Committee later sent out a memo to all teams pointing out this particularity.

The Turkish team complained about this ruling, which they considered unfair

The Committee:

Considered that it is very important that the opponents should find the relevant facts on the correct place on the Convention Card. That was clearly not the case here.

Consequently the Swedish team had been disadvantaged and the Director had ruled correctly in taking away this disadvantage.

The Committee's decision:

Director's action approved.

Deposit: none taken

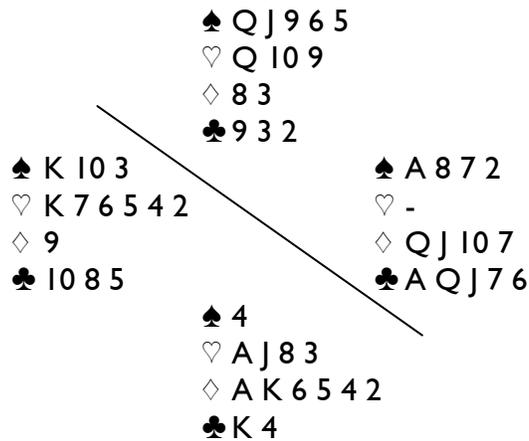
Appeal No. 10
Sweden v England

Appeals Committee:

Jean-Claude Beineix (Chairman, France), Herman De Wael (Scribe, Belgium), David Birman (Israel), Jean-Paul Meyer (France), Steen Møller (Denmark)

Open Teams Round 24

Board 13. Dealer North. All Vulnerable.



West	North	East	South
<i>Townsend</i>	<i>Lindkvist</i>	<i>Gold</i>	<i>Fredin</i>
Pass	Pass	1♣	2♥
Pass	Pass	Dble	Redble
Pass	(*)Pass	Pass	
Pass	(*)2NT	Dble	3♦
Pass	Pass	Dble	All Pass

Comments:

2♥: 4♥+5⁺m intermediate, Redble showed a good hand
 (*) first and second version of the auction, after the Director ruled that the Pass could be changed

Contract: Three Diamonds doubled, played by South

Lead: ♣5

Result: 8 tricks, NS -200

The Facts:

West's second Pass was not alerted, at neither side of the screen.

When East also passed, North asked what West's pass meant, and he was told it was an indication that West would also have passed the Double (without a Redouble). North then called the Director, because he thought such a meaning ought to be alertable.

The Director:

Consulted among his colleagues and could not find out for sure whether or not the pass would be alertable. After some time the Director returned to the table, declared that the pass should have been alerted, and gave North the option of changing his call. North did so, and the second auction continued as shown.

Ruling:

Change of Call Allowed

Relevant Laws:

Law 21B1, 21B2

East/West appealed.

Present: All players and both Captains

The Players:

West clarified that he had not alerted his Pass, and neither had his partner. South had asked him about the pass, and he had replied "business". West considered a Pass that had the meaning of "I want to play here" as being the most natural meaning possible, and should therefore not be alerted. West stated that North, who is an expert player, could always have asked about the meaning of the Pass.

North stated that he had not wanted to ask about the meaning of the Pass, so as not to give away anything. He relied on it not being alerted and called the Director when the Pass turned out to have the meaning he considered alertable.

South explained that he had sat there, together with West, for 15 minutes, not knowing what was going on at the other side of the screen.

North/South said that they too play penalty passes in this position, but that they alert them. The Captain of North/South summed up that there seem to be 2 schools concerning this pass, but that if this meaning is considered non-alertable, then all normal passes suddenly become alertable.

The Committee:

First of all checked whether the appeal had any reason of taking place at all. The alternate contract of 2♥XX goes (at least) one down, so East/West are asking for a score of -400. Secondly the Committee made certain that all requirements were met for North being allowed to change his call. The "change of explanation" should be surprising and affect the decision made by the player. These conditions are indeed met.

The Committee considered whether North should be allowed this "double shot". By passing, North has two chances: East might bid, and if he does not, there is still the option of calling the Tournament Director. But the Committee felt that it should not blame North for relying on the non-alert and the meaning that this suggested to him.

So the question remained whether or not there had been a "misexplanation" in the form of a missing alert. Is this Pass alertable?

First of all, West's argument that it is a natural meaning is irrelevant. There are many instances of "natural" meanings that are alertable because the artificial meaning is much more "normal" (like a 2♣ Stayman).

The Committee read the relevant part of the regulation: (C2)

The EBL "Alerting Policy" applies. Any call which

(i) has a special or artificial meaning, or

(ii) which has a partnership meaning that may not be understood by the opponents, is a call that must be brought to the immediate attention of the opponents through the use of the "alert procedure".

The Committee asked the Director to join them again and tell the Committee what the Directors had thought about the matter. It turned out that opinions among the Directors had been divided.

Within the Committee as well, opinions were divided as to whether this Pass should be alerted. Some members would have alerted it, some would not.

In the end the Committee decided that since there was no clear indication that the Director had taken the wrong decision, his ruling should stand.

The Committee's decision:

Director's ruling upheld.

Deposit: Returned

Appeal No. 11
Denmark v Turkey

Appeals Committee:

Jean-Claude Beineix (Chairman, France), Herman De Wael (Scribe, Belgium), Grattan Endicott (England), Tommy Gullberg (Sweden), Anton Maas (the Netherlands)

Women's Teams Round 17

Board 19. Dealer South. East/West Vulnerable.

	♠ K 9 4 2 ♥ A 9 7 ♦ 10 5 ♣ 10 9 5 4		
♠ Q 10 5 3 ♥ Q 8 4 3 2 ♦ 7 4 2 ♣ 6		♠ 7 ♥ K J 6 5 ♦ K J 6 ♣ A K J 3 2	
	♠ A J 8 6 ♥ 10 ♦ A Q 9 8 3 ♣ Q 8 7		
West	North	East	South
<i>Kandoly</i>	<i>Kirstan</i>	<i>Yavas</i>	<i>Krefeld</i>
Pass	1♠	2♣	1♦
Pass	Pass	Dble	3♠
			All Pass

Contract: Three Spades doubled, played by North

Result: 9 tricks, NS +530

The Facts:

East/West called the Director after the match when they discovered they had received a different explanation about the bid of 3♠ on either side of the screen. The Director found the written notes. North had written "4♦ 4♠ 12-14(15)", South had written "13-16". East told the Director she would not have doubled if 3♠ was explained as 13-16. South said that 2NT was a good raise and so 3♠ would only be a poor 16. The Conventions card has "1x-1y-2NT = good raise"

The Director:

Found that the difference between the two explanations was insufficient to warrant a score adjustment.

Ruling:

Result Stands

Relevant Laws:

Law 21B3, 40C

East/West appealed.

Present: All players and both Captains

The Players:

The Captain of East/West stated that the explanations given by North and South were quite different. North explained it as 4-4, so there were no distributional values to be added. The Convention Card explained that 2NT showed a good support, but that was in a free bid, not necessarily after an overcall. The matter was thus not clear for East/West.

East explained that she had already (almost) passed when North alerted. After the explanation, she changed her mind and doubled.

West stated that at her side too, 3♠ had been alerted, and she even remembered wondering why the alert had been necessary when the explanation came "13-16". West explained that she could not bid 4♥, which she thought would be too risky.

North/South explained that 3♠ was limited, which they had tried to communicate to East/West. North had written a point range just to be helpful.

North explained what had happened. She had alerted and East had asked what it meant. North had explained that the bid was limited but also evaluating the values. She had said it typically showed 5♦ and 4♠, but East had not understood this. East had pointed at the Convention Card, seeing that 1♠ was opened with 4 cards. North had then explained that they were not playing Canapé openings, something which East also not seemed to understand. Then North had written 4♠ and 4♦ on the paper and had pointed at 4♠ to indicate that this 4-4 would be opened 1♠. North thought it was obvious this meant that there should be more HCP if it was only 4-4, but less if South held 5 diamonds.

The Committee:

Found that there had not really been any different explanation. Both North and South had tried to explain their understandings, and had written slightly different things. There did not seem to be any language difficulties, although there were obviously difficulties in understanding the intricacies of the system.

The Committee's decision:

Director's ruling upheld.

Deposit: Returned

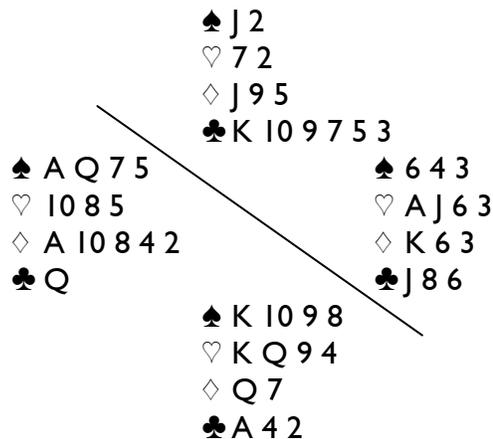
Appeal No. 12
Italy v Serbia & Montenegro

Appeals Committee:

Jean-Claude Beineix (Chairman, France), Herman De Wael (Scribe, Belgium), Grattan Endicott (England), Anton Maas (the Netherlands), Jean-Paul Meyer (France)

Open Teams Round 30

Board 7. Dealer South. All Vulnerable.



West	North	East	South
<i>Sabljić</i>	<i>Fantoni</i>	<i>Kikić</i>	<i>Nunes</i>
			INT
2♦	2NT	Pass	3♣
Pass	Pass	3♥	Dble
Pass	4♣	All Pass	

Comments:

INT 12-14; 2NT Lebensohl; 2♦ see below

Contract: Four Clubs, played by South

Result: 8 tricks, NS -200

The Facts:

South called the Director at the end of the hand, complaining about a different explanation of the bid of 2♦. West had intended to indicate diamonds and a major, and had explained it as such. East had explained it as majors. The Director found out from the Convention Card that the second explanation (♠♥) was the right one.

North explained to the Director that South's double, according to the explanations that North had received, was a Take-out double.

The Director:

Ruled that South had been misinformed as to the systemic meaning of the bid of 2♦. He consequently made a call that his partner misinterpreted, and therefore North/South had been damaged by the misinformation. If South had received the same explanation as North, he would have passed and in all likeness the final result would be 3♥-2.

Ruling:

Score adjusted to 3♥-2 by East (NS +200)

Relevant Laws:

Law 75A, 40C, 12C2

East/West appealed.

Present: All players

The Players:

East explained the reason for the mishap: against weak No-trump they play Capelletti and 2♦ shows both majors. Against strong No-trump they play Meckwell and 2♦ shows both Majors. His partner had forgotten which range the opponents were playing and had made a mistake. East assumed that South had doubled because he wanted to defend either 3♥ or 3♠ doubled. South already knew his partner was weak with clubs, and so the double was speculative. He did not believe the double could be for Take-out, as there were no suits left. South explained North's view of the bidding. North "knew" that West held hearts, and so 3♥ indicated a fit. In North/South's system, the double over a fit was for Take-Out. If South wishes to defend 3♥, he passes, and then lets North's reopening Double in. North/South presented no written evidence for this system, but stated that everyone plays it that way in Italy.

The Committee:

Found no reason to disbelieve that the Double was intended as penalty but interpreted as Take-Out. That misinterpretation is the direct consequence of East/West's infraction.

The Committee's decision:

Director's ruling upheld.

Deposit: Returned

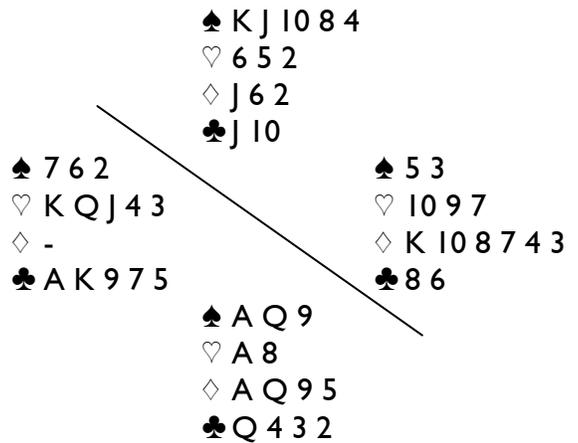
Appeal No. 1
Sweden v France

Appeals Committee:

Steen Møller (Chairman, Denmark), Patrick Jourdain (Wales), Michael Rosenblum (Russia)
 Herman De Wael sat in on the meeting to act as scribe

Junior Teams Round II

Board 4. Dealer West. All Vulnerable.



West	North	East	South
Gaviard	Culin	Bessis	Berg
1♥	Pass	INT	Dble
2♣	2♠	Pass	3♥
Pass	...3♠	Pass	4♠
All Pass			

Contract: Four Spades, played by South

Lead: Three of spades

Play: ♠Q, ♥A, ♥ to the Jack, ♠ to the King, ♥ ruff, ♣ to the Jack, ♠J, ♦J-K-A

Result: 10 tricks, NS +620

The Facts:

West called the Director after the bid of 4♠, to complain about a delay of the tray immediately before that.

The Director:

Established the duration of the delay. South said it had been 10 seconds, West thought it was 25. After the board, the Director asked North how long he had thought, and he said "10 seconds". A spectator on the North/East side said it had been around 30 seconds.

The Director believed the hesitation had been proven. South told the Director he thought his bid of 3♥ had been forcing for one round. In that case, 3♠ is the worst response he can get and bidding 4♠ could have been influenced by the Unauthorized Information. The Director deemed Passing a Logical Alternative so he adjusted the score.

Ruling:

Score adjusted to 3♠+1 by South, NS +170

Relevant Laws:

Law 16A, 12C2

North/South appealed.

Present: All players except South and both Captains

The Players:

North explained that in his opinion, 3♥ had been Forcing to Game. After all, he had voluntarily bid 2♠, vulnerable. 4♠ is automatic in a team game. North further explained that he had not received an alert on the Pass over 3♥. West had alerted this Pass, explaining that it showed that he favoured a Heart lead. East had not alerted it, and North explained that it would have made his choice of bidding 3♠ easier.

North/South's captain spoke for the absent South. South had not known whether 3♥ was Game Forcing or just forcing for one round, but he had bid it to know whether to play 3NT or 4♠. When the pass over 3♥ was explained to him as wanting a heart lead, he had decided he would play 4♠.

East explained that he had not supported his partner's hearts (5-card) for tactical reasons. INT was not forcing, and 2♣ just showed a second suit.

East/West, through their captain, explained that they did not believe 3♥ was game forcing. West was asked if it were not possible that the delay was caused by North asking East about the supposed alert to the pass over 3♥. West stated he did not believe that this would take 30 seconds.

North added that he had asked, while contemplating bidding 3♠, if East could have had 3 Hearts. East had replied he could not (North/South had no complaints about East's hiding of his third heart). North had then thought for some 10 seconds before bidding.

The Committee:

Concluded that the Director had been correct in establishing that the delay had been around 30 seconds, and that this constituted Unauthorized Information. Even the supposed asking and answering of questions do not explain the delay, so North must have been thinking. The Committee considered however that South had been going to Game ever since he heard his partner bid 2♠. That bid must show either 5 spades or 7-9 points, and so the only question that remained was whether to end in 3NT or 4♠. Maybe then the hesitation carries the meaning that 3NT is still not out of the picture, and bidding 3NT would be based on Unauthorized Information. But bidding 4♠ must be allowed. The Committee regretted that a member of the appealing side (South) had not attended the appeal meeting.

The Committee's decision:

Original table result restored

Deposit: Returned

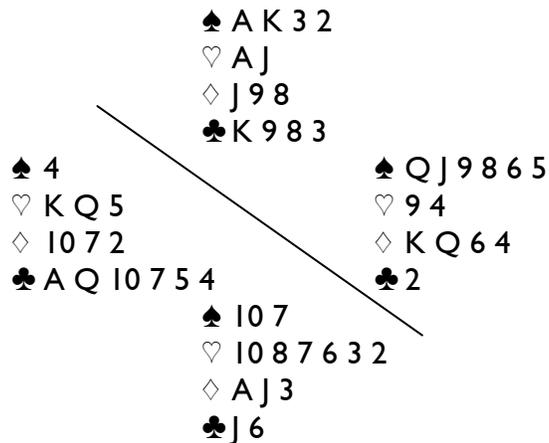
Appeal No. 2
France v Poland

Appeals Committee:

Steen Møller (Chairman, Denmark), Chris Dixon (England), Nissan Rand (Israel)
 Herman De Wael sat in on the meeting to act as scribe

Junior Teams Round 13

Board 16. Dealer West. East/West Vulnerable.



West	North	East	South
<i>Kotorowicz</i>	<i>Grenthe J</i>	<i>Kalita</i>	<i>Grenthe G</i>
2♣	2NT	Dble	3♦
Pass	Pass	3♠	Pass
4♣	All Pass		

Comments:

Polish Club - 2♣ as Precision

Contract: Four Clubs, played by West

Result: 8 tricks, NS +200

The Facts:

South intended his call of 3♦ as a transfer to hearts, and explained it like that. North thought it was natural and passed. The Director was called at the end of the board. East said he would have passed 3♦ if he had known it was transfer.

The Director:

Could not find any evidence from North/South to suggest whether one explanation or the other was right, so he ruled misinformation. It is clear that East will pass if he hears North passing over a supposed transfer bid.

Ruling:

Score adjusted to 3♦ by South, 4 down, NS -200

Relevant Laws:

Law 75A, 40C

North/South appealed.

Present: All players and both Captains

The Players:

North told the Committee they had never talked about this situation. They had agreed to play transfers after 1♣-INT-X, but this sequence had not been discussed. They told the Committee that the Director had never asked them about their system, and had first given a ruling of "result stands". The Director was not there to comment (free day) but the Chief Tournament Director told the Committee that he had overruled his Director.

East explained why he had bid 3♠ rather than defend 3♦. His partner was likely to be short in diamonds, so the chances of him having spades were greater.

The Captain of North/South told the Committee that he could imagine hands for North (2263 shape) where he would pass a transfer bid, and in those cases East/West would be correct in going to 4♠ themselves.

The Committee:

Started by saying it was clear that East would expect North to have misunderstood South's intentions, and that East would therefore pass if he knew about the transfer.

On the other hand, the Committee found that East had shown bad judgment in bidding 3♠. West could well have 4 hearts next to his 5(6) clubs.

The Committee would not decide which of these was the more important issue and decided to vary the score in order to do Equity, as per Law 12C3.

The Committee's decision:

Score adjusted to NS 0

Deposit: Returned

Note: the result at the other table was 3♣-1, NS+100 so the original result on the board was +3 IMPs. The Director had changed this into -8, and the Committee settled on -3.

Appeal No. 3
Poland v Belgium

Appeals Committee:

Steen Møller (Chairman, Denmark), Chris Dixon (England), Nissan Rand (Israel)
 Herman De Wael sat in on the meeting to act as scribe

Junior Teams Round 14

Board 17. Dealer North. None Vulnerable.

	♠ A K 7 5 ♥ K 3 ♦ 8 2 ♣ J 7 6 5 4		
♠ - ♥ Q 9 8 6 2 ♦ A 10 9 6 ♣ A K 8 2		♠ J 9 8 6 4 ♥ A J 10 5 ♦ K Q J ♣ 3	
	♠ Q 10 3 2 ♥ 7 4 ♦ 7 5 4 3 ♣ Q 10 9		
West	North	East	South
<i>De</i>	<i>Aras-</i>	<i>Amsel</i>	<i>Buras</i>
	2♣	Dble	3♣
5♥	All Pass		

Comments:

Polish Club - 2♣ as Precision

Contract: Five Hearts, played by West

Result: 13 tricks, NS -510

The Facts:

South had explained his bid of 3♣ as "to play". North had alerted it and explained it was a "better raise than if going through 2NT". West explained that he had intended his bid of 5♥ as a slam try, asking for good trumps. East thought that since 3♣ was constructive, 5♥ was a pre-empt against 5♣.

The Director:

Ruled there had been no Misinformation.

Ruling:

Result Stands

Relevant Laws:

Law 40C (not applicable)

East/West appealed.

Present: All players and both Captains

The Players:

East stated that since 3♣ was explained to him as constructive, he thought his partner was pre-empting. West explained that he too had played Precision, but his partner had not. West knew that 3♣ was weaker, but he demanded that his partner also be told this. South explained that they did have the agreement that after 2♣-pass, 3♣ is stronger than 2NT. But South thought it would be pre-emptive after the Double. North thought the sequences should retain their meaning.

The Committee:

Found that East should have realised that 5♥ cannot be pre-emptive. The misinformation, if any, did not cause the damage that East/West inflicted upon themselves. North/South should however be warned for not having full agreements in such a simple auction.

The Committee's decision:

Director's ruling upheld.

Deposit: Returned