

## **Hesitations, Failures to Alert and Misinformation**

The most difficult rulings for any of us, whether it is a new club director or an experienced National Tournament Director or an Appeals Committee made up of some of the finest players in the world, are those relative to hesitations and misinformation. Pages upon pages have been written on this issue, and curious and serious directors will do well to research the many elements relative to these rulings. One great source is available at the ACBL website — a collection of the casebooks concerning rulings from years of National Tournaments. In these casebooks you have the opportunity to read about rulings made, appeals filed, and outcomes of committees assigned to the appeals. All available NABC casebooks are located here: [http://www.acbl.org/tournaments\\_page/nabcs/past-nabcs/nabc-casebooks/](http://www.acbl.org/tournaments_page/nabcs/past-nabcs/nabc-casebooks/).

Law 16 defines many types of Unauthorized Information such as “a remark, a question, a reply to a question, an unexpected alert or failure to alert, or by unmistakable hesitation, unwonted speed, special emphasis, tone, gesture, movement or mannerism” and the director’s charge to be certain that the non-offending side is not damaged.

It is important that a director know the difference between a mistaken bid and misinformation. Here, Law 75 B & C helps:

### **B. Mistaken Explanation**

The actual partnership agreement is that 2♦ is a natural signoff; the mistake was in North’s explanation. This explanation is an infraction of law, since East–West are entitled to an accurate description of the North–South agreement. When this infraction results in damage to East–West, the director shall award an adjusted score. If North subsequently becomes aware of his mistake, he must immediately notify the director. South must do nothing to correct the mistaken explanation while the auction continues. After the final pass, South, if he is to be declarer or dummy, should call the director and must volunteer a correction of the explanation. If South becomes a defender, he calls the director and corrects the explanation when play ends.

### **C. Mistaken Call**

The partnership agreement is as explained — 2♦ is strong and artificial; the mistake was in South’s call. Here there is no infraction of law, since East–West did receive an accurate description of the North–South agreement; they have no claim to an accurate description of the North–South hands. (Regardless of damage, the director shall allow the result to stand; but the director is to presume mistaken explanation, rather than mistaken call, in the absence of evidence to the contrary.) South must not correct North’s explanation (or notify the director) immediately, and he has no responsibility to do so subsequently.

In both examples, South, having heard North’s explanation, knows that his own 2♦ bid has been misinterpreted. This knowledge is Unauthorized Information. Consequently, South must be

careful not to base further actions on this information (if he does, the Director shall award an adjusted score).

For instance, if North rebids 2NT, South has the unauthorized information that this bid merely denies a four-card holding in either major. South's responsibility, however, is to bid as though North had made a strong game try opposite a weak response, showing maximum values.

### **Director Procedure following Misinformation or Unauthorized Information:**

Duplicate Decisions provides a clear step-by-step analysis of how a Director should proceed.

1. At ACBL sanctioned events, competitors may now announce that they reserve the right to summon the Director when extraneous information may have been made available. There is no penalty for calling the Director early.
2. When a player feels an opponent has taken action that could have been suggested by such information, he should call the Director when play ends. Again, it is not an infraction to call the Director earlier or later.

Note: Someone who waits until one or more boards are played is showing diminishing outrage at the infraction the longer he waits. Law 9.B.1.a says the Director should be summoned at once when attention is drawn to an irregularity. If Dummy made the questionable call a Defender who summons the Director when the dummy hand is first displayed gives the Director the best chance of making a well-considered ruling (away from the table he can find out what the Defenders would have done differently before they know the outcome of the hand.)

The use of the word “demonstrably” is intended to remove from consideration logical alternatives that are not obviously suggested over another by the unauthorized information. The Director should not change a result unless the action chosen can be shown (demonstrated) to have been suggested. The actions that will now be removed by Law have to be suggested in an obvious, easily understood way — it must be readily apparent rather than a product of some subtle bridge argument.

Steps in dealing with unauthorized, extraneous information such as tempo variation:

1. Was there unauthorized information available? Was there a break in tempo? If yes, proceed.
2. Were the opponents damaged? If yes, proceed.
3. Were there logical alternatives to the call chosen by the partner of the slow bidder? (Remember that a logical alternative is a call that, among the class of players involved, would be given serious consideration by a significant number of such players.) If yes, proceed.
4. Could the extraneous information demonstrably suggest the call chosen over a likely less successful logical alternative(s). Is it obvious? Is it readily apparent? Is it easily understood? If yes, proceed.
5. Assign an adjusted score.

Note: The context of the full auction must be considered. For example, a player is expected to wait about 10 seconds, studying his cards, before calling after his RHO skips one or more levels of bidding.

Finally in the “Techfiles” available to Tournament Directors, the following example case is given, along with some good reminders of how to deal with hesitations in the ruling process:

To examine a typical case, suppose that North opens 1♠, East jumps to 4♥, South passes after a marked hesitation, West passes and North now rebids 4♣. East-West protest. These are the four issues to be resolved:

1. Was there a hesitation which was undue and that gave North unauthorized information?

Most hesitations should be considered undue when they occur in basic, simple auctions. For example, a slow pass as dealer or over an opponent's one level opening bid would be considered undue. However, there are some high level competitive positions in which it is more normal (thus less informative) to break in tempo briefly than to act in tempo—that is the point of the skip-bid warning. If East did give the skip-bid warning, a 10-second break in tempo by South is obviously far from undue (a pass in tempo would be undue haste). And if East gave no warning, a normal hesitation by South is not undue.

*(At the auction's start a normal auction would take in the 2-4 seconds range per bid. As a partnership approaches slam 4-6 seconds is not inappropriate.)*

2. Did North make a call that could have demonstrably been suggested by the break in tempo when he bid 4♣?

If an overwhelming majority of North's peers would have made the same call without the hesitation, then he has no logical alternative to the action he took even if a small minority of his peers might have actually passed or doubled. If a substantial minority of his peers would choose to pass or double, there is a logical alternative even though more than half of his peers might choose to take the action he did. The question is not whether it is logical for north to bid 4♣, but whether it would also have been logical for him to do something else.

3. Could South's slow pass suggest North's 4♣ bid over some logical alternative?

The answer to this question is likely to be YES if Pass was an alternative. The fact that South had something to think about makes it more attractive for North to choose action over inaction. In contrast, if North is so powerful that his only logical alternative to 4♣ are other bids or double, then the answer is likely no - South's break in tempo indicates he has some values, but not necessarily in spades.

4. Were East-West damaged by the infraction?

If 4♣ made, or if it was a good sacrifice, usually yes. However, if North's hand was so huge that his alternative to bidding 4♣ was doubling, certainly not passing, and if 4♥ doubled would have

been set more than the value of North-South's game, then, there was no damage. If 4♠ went down when 4♥ would also have been set by routine defense, again, there was no damage.

Some common misconceptions about breaks in tempo are as follows:

1. North is barred by partner's slow pass unless he has 100% action.

**FALSE!** South's hesitation, if it was undue, restricts North's options, but only when alternatives are logical and then only in respect to those alternatives that could be suggested. So North is often entitled to act.

2. North may bid 4♠ so long as he did not base his decision on partner's slow pass.

**FALSE!** Committees should pay scant attention to testimony such as, "I always bid in auctions like this", or "I hardly noticed South's huddle - I had already made up my mind to bid 4♠." It is not that these statements are self-serving and unverifiable-the real point is that they are IRRELEVANT. The issue is not whether the slow pass suggested the 4♠ bid to this particular North, but, whether, to North players in general, the hesitation COULD make the 4♠ bid more attractive than a logical alternative.

3. After South's slow pass, North may not take a doubtful action.

**FALSE!** North will commonly be faced with a choice among a number of reasonable options, all of them doubtful. The rules of bridge require that North do something at his turn-every one of his options cannot be illegal. The illegality is for North to select a particular option that could be suggested over another by partner's huddle.

4. North may bid 4♠ if that would have been reasonable action had partner not hesitated.

**FALSE!** The issue is not whether 4♠ was reasonable, but whether any alternatives were.

5. North may not make a risky 4♠ bid, which could result in a huge set when South has nothing, now that the break in tempo tells him that South has something.

**FALSE!** Even if the 4♠ bid would be disastrous one time in three, there may be no logical alternative to it. The test is not whether the bid would be successful an overwhelming proportion of the time, but whether an overwhelming proportion of players would choose to run the risk.

6. The director's decision (or the committee's) to bar North's 4♠ bid, to adjust the score, in effect convicted North-South of being unethical.

**FALSE!** What the director found was that North's 4♠ bid was a technical irregularity, like a revoke. It adjusted the score to redress possible damage from that irregularity, just as it would take away a trick or two had north revoked. In hesitation cases, directors should be concerned not with crime and punishment, but with damage and redress.

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