## Ruling Phenix 4 – Chaver 4 (3 Nat A) of 7 November 2015

### Board 20 W/All

		♠ K J	10984	
		♥ A 2		
		♦ K J		
		<b>♣</b> J		
♠ 5				Q 7 2
♥ K J ′	75		•	Q 10 9 3
♦ 6 4 3	3		•	Q 9 7
♣ A K	1065			• Q 3 2
		▲ A 6	53	
		♥ 8 6	4	
		♦ A 5	52	
		<b>\$</b> 98	74	
Bidding				
Ν	E	S	W	
			1 🗣	
1♥	Dbl	2♥	Р	
3♠	Р	3NT	Р	
Р	Dbl	Р	Р	
4♦	Dbl	Rdbl	all pass	

#### Facts

Screens are in use.

North explains his  $1 \lor$  to East as transfer for  $\bigstar$  and South's  $2 \lor$  as fit in  $\bigstar$ . South alerts neither  $1 \lor$  nor  $2 \lor$ . He explains  $3 \bigstar$  as asking for a stopper. After 3NT doubled North bids  $4 \blacklozenge$  because "he wants to find the best contract".

East leads  $\clubsuit2$  for West's Ace. After the lead West closes the screen and asks again for the meaning of  $3\bigstar$ . South again says it asks for a stopper. West then switches to  $\bigstar5$ , as in his view his partner must have Spades.

Result: contract just made.

West complains that with the correct information he would have continued Clubs and the contract would have gone down one.

#### Ruling

North's explanation of  $1 \lor$  and  $2 \lor$  corresponds to NS's convention card. So East receives the right explanation. South gave the wrong information to West, which means there was an infraction of the law.

After West sees the hand of dummy he must realize that North and East together hold nine cards in Spades. East will not hold 5 or 6, because if he did he would have bid Spades

(because of the non alert for West 1♥ was natural) instead of double. This means that North must hold at least 5 Spades.

This and the fact that after 3NT doubled NS do not bid  $4 \Psi$  (according to South they do have a fit) must awake West and make him conclude that something must be wrong. One look at NS's convention card would have told him that  $1\Psi$  was a transfer to  $\blacktriangle$ . This would mean that East's double of  $1\Psi$  meant that he held Hearts.

We therefore must conclude that EW are not disadvantaged as a result of the infraction.

On the other hand if West receives the right information on  $1 \lor$  and  $2 \lor$  he may double or bid  $3 \lor$ . By this bidding sequence South will probably realize his initial mistake (wrong interpretation of North's  $1 \lor$ ) and bid 4 Spades. This contract will probably be just made.

## Decision

NS committed an infraction of the law but EW were disadvantaged *subsequently* to the infraction, not **as a result** of that infraction.

Without the infraction NS would probably have ended in 4, a contract which probably would have been just made.

Law 12C1(b) says "If, subsequent to the irregularity, the non-offending side has contributed to its own damage by a serious error (unrelated to the infraction) or by wild or gambling action it does not receive relief in the adjustment for such part of the damage as is self-inflicted. The offending side should be awarded the score that it would have been allotted as the consequence of its infraction only."

For EW the result reached at the table stands.

Law 12B(1) says "The objective of score adjustment is (...) and to take away any advantage gained by an offending side through its infraction."

For NS the result reached at the table is annulled and replaced by an adjusted score being **4 by** North, just made.

The balance on board 20 for NS is then 0 instead of +7 IMPs.

The difference in IMPs for Phenix 4 then is 23 (45-68) instead of 16 (52-68).

# The result of the match Phenix 4 - Chaver 4 is changed into 11-17 (instead of 13-17)

Paul Meerbergen