

Appeal No. 7
Sweden v Brazil

Appeals Committee:

JP Meyer (Chairman,), G Endicott (Scribe,) J Kirkham, D Morse, M Reis

Venice Cup, Round Robin
Round 7; Table 2I

Board` I. Dealer North. None Vulnerable.

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

West	North	East	South
	Pass	2NT	Pass
3NT	Pass	4♣	Pass
5♣	Pass	5♦	Pass
5♠	Pass	7♥	Pass
Pass	Pass		

Comments:

Contract: 7♥ by East

Opening Lead: ♥2

Play: ♥, ♥ ♣A — end after 3 tricks

Result: Disputed claim of 7♥ made 13 tricks

The Facts: In claiming, declarer, non-English-speaking, laid two clubs and two trumps. South said clubs do not break (split).

The Director: called to the table at the time, confirmed that clubs did not split. He did not think he was being asked for any further ruling. Declarer failed to understand that clubs were not breaking and therefore did not amplify her claim.

After playing more boards, East asked for a Director who speaks Portuguese. She had noticed that opponent had entered the score as NS+50, whereas she had entered NS -1510. The Director who had gone to the table originally was informed. He made further enquiries and adjudged that the score had not been agreed between the two sides.

Ruling: 7♥ = 13 tricks

Relevant Laws: 70A. Also considered 71C

North/South appealed.

Present: Brazilian players and Captain; Swedish players, Captain and coach

The Players: East, speaking partly with the assistance of a Portuguese speaking member of the Committee, explained that she had not understood there was any disagreement as to the result at the time, but had seen her opponent's personal score entry at a later time during the match. She pointed to her difficulty in communicating all the possibilities of the hand that would occur when a second round of clubs would have revealed the club situation.

The Swedish players stressed the actions of declarer in laying two clubs and two trumps as indicating the intention to ruff clubs.

The Committee: asked East for more precise information as to what she had done and said. East agreed she had never actually spoken about the Diamond suit because she had never appreciated that the clubs were not splitting. Noted that East had entered the contract on her scorecard as having made 13 tricks.

The Committee enquired of North-South whether they considered there was a rational play by which the contract would fail; to this the reply suggested that East might have believed she had eight clubs so that after cashing one round she would see no problem in setting up the suit.

The Committee's decision:

1. It was clear that at no time had declarer conceded a trick. The score had not been agreed. The Director's ruling was upheld, and Law 70A (not Law 71C) was correctly determined to be the relevant Law.
2. In view of her lack of English, declarer should be very careful if she chooses to make a claim. In the complicated circumstances of this board it was foolish to make the claim, and particularly so when doing it without playing more than three tricks.
3. There is no rational line of play by which the contract will fail. The Swedish case is thus largely based on the technical inadequacy of a statement of claim by a player who does not speak English. In this the appellants did not enjoy the sympathy of the Committee.
4. When called to a table where a claim has been made it is desirable that a Director should assume the claim is disputed and should resolve the matter accordingly. To the Committee it appears very unwise if the Director does not remain to ensure that the players have clearly understood the outcome.

Deposit: Returned