

2007 Law

LAW 75 - MISTAKEN EXPLANATION OR MISTAKEN CALL

After a misleading explanation has been given to opponents the responsibilities of the players (and the Director) are as illustrated by the consequences of this following example:

North has opened 1NT and South, who holds a weak hand with long diamonds, has bid 2♦, intending to sign off; North explains, however, in answer to West's inquiry, that South's bid is strong and artificial, asking for major suits.

A. Mistake Causing Unauthorized Information

Whether or not North's explanation is a correct statement of partnership agreement, South, having heard North's explanation, knows that his own 2♦ bid has been misinterpreted. This knowledge is "unauthorized information" (see Law 16A), so South must be careful to avoid taking any advantage from that unauthorized information (see Law 73C). (If he does, the Director shall award an adjusted score.) For instance, if North rebids two no trump, South has the unauthorized information that this bid merely denies a four-card holding in either major suit; but South's responsibility is to act as though North had made a strong game try opposite a weak response, showing maximum values.

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.

2017 Law

LAW 75 - MISTAKEN EXPLANATION OR MISTAKEN CALL

After a misleading explanation has been given to opponents the responsibilities of the players (and the Director) are **as follows:**

A. Mistake Causing Unauthorized Information

Irrespective of whether or not an explanation is a correct statement of partnership agreement, a player, having heard **his partner's** explanation, knows that his own **call** has been misinterpreted. This knowledge is unauthorized information (see Law 16A) **and the player must carefully** avoid taking any advantage from **it** (see Law 73C); **otherwise** the Director shall award an adjusted score.

B. Mistaken Explanation

1. **When the partnership agreement is different from the explanation given, the explanation is an infraction of Law. When** this infraction results in damage to **the non-offending side**, the Director shall award an adjusted **score**.
2. **If a player** becomes aware of his **own** mistake, he must **summon the Director before** the opening lead is faced (or during the play, if discovered later), and then **provide** a correction. The player is also permitted to call the Director before the auction ends, but he is under no obligation to do so (see Law 20F4).
3. **The player's partner** must do nothing to correct the mistaken explanation while the auction continues and if **he** subsequently becomes a defender, he must call the Director and correct the explanation only after play ends. If the player's partner is to be declarer or dummy, he must, after the final pass, call the Director and then **provide** a correction.

C. Mistaken Call

When the partnership agreement **has been** explained **correctly**, the mistake being the call made and not the explanation, there is **no infraction**. The explanation must not be corrected (nor must the Director be notified) immediately and there is no obligation to do so subsequently. Regardless of damage, the result stands [but see Law 21B1(b)].

D. Director's Determination

1. **Players are expected to disclose their partnership agreements accurately (see Law 20F1); failure to do so constitutes Misinformation.**
2. **It is a condition of any partnership agreement that both players possess the same mutual understanding, and it is an infraction to describe an agreement where the same mutual understanding does not exist. If the Director determines that the misleading explanation was not based upon a partnership agreement, he applies Law 21B.**

3. When there is an infraction (as per B1 or D2) and sufficient evidence exists as to the agreed meaning of the call, the Director awards an adjusted score based upon the likely outcome had the opponents received the correct explanation in a timely manner. If the Director determines that the call has no agreed meaning, he awards an adjusted score based upon the likely outcome had the opponents been so informed.