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## EDITORIAL

### Conflict with the Law

FIFTEEN million Bridge players chuckled as they read their morning newspapers on April 29. Yet the item which provided them with amusement, though it has its funny aspect, is no longer a laughing matter.

#### THE FACTS

On April 28 a squad of policemen broke up a Duplicate tournament in New York City and arrested the two young women, well-known Bridge teachers, who were directing the contest. The charge was "keeping and maintaining and allowing their premises to be used for Contract Bridge gambling." At a hearing in a magistrate's court the next day, the case was referred to the Court of Special Sessions, the magistrate declaring that he could see no difference between such a contest and various "pin-ball" games which had been held to be illegal.

Pending the disposition of this case in the Court of Special Sessions, the police visited several other clubs and at one of them read aloud regulations, conformity to which would presumably entitle the players and directors to immunity from interference. The regulations provided generally that no money (except for entry fees) was to change hands, and specifically prohibited wagering and the award of cash prizes.

#### THE LAW

The law invoked in all cases (Section 973 of the Penal Code of New York State) was one the purpose of which is to stamp out "common gambling." It is aimed at the "broker," the individual who accepts a commission for placing wagers or who maintains premises at which games of chance are played for gain. According to this law it does not matter whether the prize be cash or a cup, so long as it has value. Thus the latest police regulation is of no assistance in defining the legality of Duplicate tournaments.

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## EDITORIAL

*(Continued from page 3)*

## THE ISSUES

Two issues are raised by the activity of the police:

*First:* Is the play of Contract Bridge in general, and of Duplicate Contract in particular, an activity subject to regulation by law?

*Second:* If the answer to the first be affirmative, what is wrong with the law?

In view of the fact that three branches of the government have already taken action in the matter, the first issue would seem to be an academic question. It is a *fact* that legislation on gambling is on the statute books; it is a *fact* that the New York Police Department has invoked this law to impose regulations on Bridge clubs; and it is a *fact* that at the first hearing, far from apologizing to the defendants for the misguided zeal of the police, the magistrate declared it "a borderline case" and referred it to a higher court.

A complete defense, when the case comes up for trial, would attempt to establish that Duplicate Contract is not a game of chance; that a top-score prize cannot properly be termed a "gambling gain"; and that the director of a tournament is not to be considered a betting commissioner.

That chance plays some part in practically every one of our daily activities, only a casuist would attempt to disprove. It would therefore be an overstatement to say that luck has nothing to do with the winning of a tournament. But that luck is an inconsiderable factor can be proved. Compare a Bridge tournament with a chess tournament, for example.

All over the world, chess is held to be a game of skill. The players start with the same material forces except for the right to move first (an advantage which centuries of tournament play have demonstrated to be inadequate to ensure victory). In Duplicate Bridge a player's result on any deal is compared only with those who held identical cards.

In chess tournaments the fact that contestants play weakly against some opponents and strongly against others is considered of no moment. So at Duplicate, the good scores earned by capitalizing the errors of opponents must be disregarded. In both types of competition it is properly held that "breaks" due to human fallibility even themselves out.

In chess tournaments the grand masters consistently outrank the minor masters, despite the fact that the exact final ranking cannot be accurately predicted. Just so in Bridge tournaments, the better players consistently outrank the poorer.

The elements of skill in each game have been the subject of thousands of full-sized volumes and innumerable shorter disquisitions in pamphlets and periodicals. The triumph of strategical system over mere brilliance as achieved by Steinitz in chess has been paralleled by the victories of the Culbertsons over Lenz, Sims, and their partners.

But it would be pointless as well as impractical to present in these pages any further proof that Contract Bridge, and more especially Duplicate Contract, is not a game of chance. This magazine, now in its seventh year of uninterrupted publication, is of itself the best evidence of that fact.

Judicial (or police) concern with the prize awarded for the winning of a Bridge tournament is, perhaps, the most surprising feature of the case. From time immemorial it has been the custom for contestants in all sorts of tournaments to compete for some tangible evidence of victory.

The award of cash prizes as well as of cups and other articles of value is a commonplace in athletic and chess tournaments alike. Why the hue and cry about a top-score prize in a Bridge tournament?

The attempt to characterize the director of a tournament as a betting commissioner, thus classing him with operators of roulette wheels or book-makers, is hardly less surprising. The law aims at the middleman or broker who has no function other than to provide paraphernalia for the placing of bets.

But the functions of a tournament director are vastly different and are vital to the conduct of such a contest. The nature of a Duplicate tournament demands suitable premises, organization, and paraphernalia. There must be a location adequate to accommodate the contestants; a staff competent to direct the progression of players and the movement of boards, to interpret the laws governing the contest, and to determine the winners in accordance with those laws; and there must be suitable paraphernalia in the form of tables, chairs, playing cards, Duplicate boards, and scoring equipment.

In providing these, the promoter (the director, in nine cases out of ten) serves a useful purpose and is clearly entitled to compensation. His status is exactly analogous to that of the proprietor of tennis grounds whose right to a fee for the use of his courts is never disputed. And just as such a proprietor has no concern with the wagers made by those who use his courts, so the tournament director has no concern with the wagers made by players on the outcome of the tournament. To make either person the guardian of the morals of his clients is an unwarrantable imposition.

Much was made (at the hearing in the instant case) of the fact that a proportion of the entry fee was set aside as a prize, and that this was advertised in advance to the contestants. It is difficult to see how this practice (widespread in Duplicate tournaments) can be construed as a wager. If the right to award a prize be granted, and if it be assumed that these contests cannot consistently be conducted at a financial loss, what could be more logical than to proportion the prize to the size of the entry?

#### WHAT IS WRONG WITH THE LAW?

The purpose of stating and discussing the issues involved was to inform our readers. It is not within the province of this magazine to try the case out of court. *But it is within its province to question the soundness of a law which can be invoked to authorize police interference with so in-*

*nocuous an activity as the conduct of a Bridge tournament.*

Just as the law is made by the public, through its representatives, so is its enforceability dependent upon the public conscience. And in this country the public conscience has always been a very sure guide to what is ethically right.

Fifteen million American men and women regularly play Contract Bridge. Some play for no stakes, most play for a stake which is moderate compared to their incomes. The stake in all but one per cent. of all the Bridge played in this country is not more than one-tenth of a cent per point, at which two or three dollars is an average gain or loss for an evening's play.

The fact that the remaining one per cent. (among those who can afford it) is played for higher stakes is of no importance and does not mean that an innocent amusement is thereby transmuted into a gambling game. There would be no wave of public indignation if two millionaire yachtsmen were to race across the Atlantic for a sidebet of twenty thousand dollars. Their yacht club would not be raided, nor would their yachts be confiscated as "gambling paraphernalia."

And the fact that fifteen million people can sit down to an evening's entertainment at Bridge and arise therefrom with no consciousness of having taken part in a reprehensible act, with no sense of guilt nor pangs of conscience, is incontrovertible proof that a law which can be invoked to brand them as common gamblers is fundamentally unsound.

Edmund Burke spoke for eternity when he said, "You cannot indict a nation!" Yet the nation to which he referred numbered fewer than the two and a half millions who regularly play in Bridge tournaments in America.

It is to be hoped that the Court of Special Sessions will be able to find under the law that the section does not apply to Bridge, and that it will enjoin the police against further interference with Bridge tournaments. *But if it is otherwise held, the law must be changed!*