

WORLD PROFESSIONAL BILLIARDS AND SNOOKER ASSOCIATION (WPBSA)

- and -

STEPHEN LEE

DECISION

Introduction

1. The professional snooker player Stephen Lee has been charged by the WPBSA with breaching the governing body's rules against the passing of information and against match fixing, in respect of seven matches at the Malta Cup 2008, the UK Championships 2008, the China Open 2009 and the World Championships 2009.
2. This Independent Disciplinary Hearing Board has been appointed to hear the charges by the WPBSA, through Sport Resolutions, and did so at a hearing over 9 to 11 September 2013.
3. Stephen Lee is found guilty of "agreeing an arrangement... [and of] ...accepting or receiving or offering to receive... payment or... other... benefit... in connection with influencing the outcome or conduct of" each of the seven matches in breach of Rule 2.9.
4. It is not established that Mr Lee deliberately lost a match when he could and should have won it. It is established on the balance of probabilities that Mr Lee:
 - 4.1 Identified a match that he thought he was going to lose and then agreed to, and did, lose it (Match 2, Malta Cup 2008, Doherty; Match 3, Malta Cup 2008, Fu).

- 4.2 Agreed to and did lose a first frame when he was confident that he could nevertheless win the whole match (Match 5, UK Championships 2008, Hendry; Match 6, UK Championships 2008, King).
- 4.3 Identified a match that he thought he was going to lose and then agreed to and did lose it by a particular score (Match 1, Malta Cup 2008, Robertson; Match 7, China Open 2009, Selby; Match 8, World Championships 2009 Day).
5. Sanction will be dealt with at a further hearing. Each of Mr Lee and the WPBSA are invited to make submissions in relation to sanction in the light of the finding of guilt of the charges.

The Rules

6. The relevant rules are contained in the WPBSA Members Rules and Regulations. When the Malta Cup took place the 2005 edition was in force. At the time of the other tournaments, the 2008 edition was in force. The two relevant rules, C 2.8 and C 2.9, were the same in both editions:

“C GENERAL OBLIGATIONS OF MEMBERS

2 Good Faith and Behaviour

2.8 A Member shall not provide to any other person any information relating to snooker... which that Member has by virtue of his or her position within the game and which is not publicly available with the intention that it be used by the other person for or in relation to betting.

2.9 A Member shall not directly or indirectly:

2.9.1 solicit or attempt to solicit any person (whether a Member or not) to enter into any arrangement (whether or not in return for payment or any other form of remuneration or benefit);

2.9.2 agree or attempt to agree any arrangement (whether or not in return for payment or any other form of remuneration or benefit); or

2.9.3 accept or receive or offer to receive or give or offer to give, payment or any other form of remuneration or benefit,

in connection with influencing the outcome or conduct of a game or frame (or any part thereof) of snooker...”

7. Under Rule Y 1, charges for breach of those rules fall to be dealt with under the WPBSA’s Disciplinary Rules. The applicable penalties are those under the Disciplinary Rules.
8. Rule 12 of the relevant Disciplinary Rules provides for a range of sanctions. Any sanction must fall within the range and be proportionate to all the circumstances of the case. At the time of the tournaments, there

was no provision (as was later introduced) in the Disciplinary Rules that a finding of guilt of match-fixing should result in a life ban absent exceptional circumstances. No issue therefore arises as to how such a provision is to be approached.

9. Rule 9 of the WPBSA's Disciplinary Rules provides for the appointment of a Independent Disciplinary Hearing Board to hear charges such as these. Rule 11 provides that there is an appeal to an Independent Appeals Committee, again appointed by the WPBSA through Sport Resolutions. Any notice of appeal must be submitted within 14 days of receipt of the written decision of the Independent Disciplinary Hearing Board.

Burden and standard of proof

10. The burden is on the WPBSA to establish that there has been a breach of the rules.
11. The standard of proof in these disciplinary proceedings is the civil standard of proof of the balance of probabilities. This is specified by WPBSA Disciplinary Rules Rule 8.1.
12. That is lower than the standard of proof of beyond reasonable doubt that has to be established in criminal proceedings. In this instance, the Crown Prosecution Service decided (on 2 October 2012) not to bring criminal charges against Mr Lee. That decision in relation to the prospects of establishing a breach of the criminal law on the criminal standard, does not preclude the civil standard being satisfied in respect of a breach of the governing body's rules.
13. In assessing whether the civil standard of the balance of probabilities is met, I take into account two other factors. First, where criminal action is alleged in a civil context, it may be appropriate to take into account as a starting point that such action is inherently improbable, but the standard remains the balance of probabilities test: *Re B* [2008] UKHL 35 per Lord Hoffmann. Second, it is in the nature of any match fixing activity that attempts are made to conceal it: CAS 2010/A/2172 *Oriekhov v UEFA*, 18 January 2011 (President: Michael Beloff, QC; Arbitrators Denis Oswald and José Juan Pintó) at paragraph 21.
14. As also pointed out in *Oriekhov* at paragraph 45, match-fixing is a growing concern, indeed a cancer, in many major sports, and must be eradicated. This is because the very essence of sport is that competition is fair and its attraction to spectators is the unpredictability of its outcome. While that is of course true, it does not justify any less vigilance in the assessment of whether the applicable standard of proof is

satisfactorily discharged in the individual case.

Evidence and hearing

15. The WPBSA relied on a substantial amount of witness statement and documentary evidence as to the betting patterns in relation to the matches in question and as to the timelines (but not content) of telephone communications at the relevant times. The WPBSA adduced evidence of the bets placed by various individuals, of the opening of betting accounts by them, of the fact (but not content) of telephone communications between them, and of which computer was being used to do what, where, at any given time. The WPBSA produced time-lines that showed all that information relative to when the match in question was played. The WPBSA also relied on some aspects of the answers given to the police and to the WPBSA by Mr Lee and by others.
16. Mr Lee was legally represented during at least part of the preparation of his case. He was not legally represented at, or in the period immediately before, the hearing over 9 to 11 September 2013. He was however ably assisted by Neil Clague, his former manager, and together they clearly set out his case at the hearing. Mr Lee did not require any of the governing body's witnesses to attend for cross examination.
17. Mr Lee did not challenge the accuracy of any of the betting pattern or telephone communication or computer timeline evidence advanced by the governing body.
18. Mr Lee's case was rather that he was not the cause of the betting patterns. Mr Lee served statements from himself, from Mr Clague, from Ian MacDougall who was one of the associated bettors identified in the betting pattern material, and from Ian Wagstaff in relation to how social networking can affect betting patterns. Mr Lee and Mr Clague attended the hearing and were cross examined by Counsel for the WPBSA.
19. I did not find Mr Lee to be a reliable witness. He was vague in his recollection of events. He frequently speculated as to what might have occurred on particular occasions, rather than answered the question as to what did occur. A number of his answers appeared to me to be based on subsequent invention to explain away particular events as being innocent, rather than on accurate recollection of what happened. He accepted that some of the things that he had told the police were inaccurate. He said that that was because he had been taken to the police station early in the morning and was worried about his children, and so was anxious and forgetful. However the inaccuracies arose in relation to matters that suggested

wrongdoing as opposed to anything else, and in particular in relation to the extent of his acquaintance with some of the associated bettors identified to him by the police. Mr Lee suggested that the events were some time ago, yet the police interviews had followed relatively soon after the events. Mr Lee chose not to make available significant documentary evidence that was relevant to the matters in issue, such as the records of his wife's bank account into which money was paid for him, the sponsorship agreement with Prosperity, any management contract with Mr Clague, and any referral agreement with Prosperity.

20. Nor did I find Mr Clague to be a reliable witness. Mr Clague stated in his witness statement and in evidence that he had acted deceitfully in relation to his friends by passing information to them about Mr Lee for the purposes of betting, which was in fact made up by him. Mr Clague felt that his actions had placed Mr Lee in difficulty and he attended the hearing in order to try to help his former client. Again, Mr Clague's recollection of events was vague, and he also frequently speculated as to what might have happened rather than gave evidence as to what did happen. He advanced at the hearing an explanation in relation to the activity on a betting account in the name of Mike Curphey, that he had not previously set out in his witness statement. Mr Clague also chose not to make available relevant documentary evidence, such as the records or accounts of his management of Mr Lee.

The case against Mr Lee

21. The WPBSA's case was that in advance of seven matches at the Malta Cup 2008, the UK Championships 2008, the China Open 2009 and the World Championships 2009, Mr Lee gave inside information to various associates, who then bet on the basis of it and also passed it to others in their group to do the same. The matches are:
- 21.1 Match 1, Malta Cup 2008 (a round robin non ranking tournament), 4 February 2008, Lee v Neil Robertson, Lee lost 1-5.
- 21.2 Match 2, Malta Cup 2008, 5 February 2008, Lee v Ken Doherty, Lee lost 2-4.
- 21.3 Match 3, Malta Cup 2008, 7 February 2008, Lee v Marco Fu, Lee lost 1-5.
- 21.4 Match 4 is no longer relied upon by the WPBSA as a fixed match. It was at the Malta Cup 2008, Lee v Jo Swail, Lee won.

- 21.5 Match 5, UK Championships 2008 (a ranking knock out tournament), 13-14 December 2008, Lee v Stephen Hendry, Lee won 9-7 but lost the first frame.
- 21.6 Match 6, UK Championships 2008, 15-16 December 2008, Lee v Mark King, Lee won 9-5 but lost the first frame.
- 21.7 Match 7, China Open 2009 (a ranking knock out tournament), 1 April 2009, Lee v Mark Selby, Lee lost 1-5.
- 21.8 Match 8, World Championships (a ranking knock out tournament), 22 April 2009, Lee v Ryan Day, Lee lost 10-4.
22. The WPBSA's primary case was that the nature of the information passed by Mr Lee brought each of these matches within Rule 2.9 set out above. The WPBSA alleged that the player not only told the associates that he expected to lose a match, or that he expected that he would lose the first frame of a match, or that he expected he would lose a match by a particular score, but agreed to play and did play in a way designed to bring about that outcome, in return for reward for so doing. The WPBSA's alternative case was that even if there were no such agreement, or reward, there was the passing of inside information with the intention that it would be used in betting, and so a breach of Rule 2.8.
23. It does not have to be part of the WPBSA's case under either Rule 2.9 or 2.8 that Mr Lee deliberately lost a match when he could and should have won it. Indeed the WPBSA positively suggested that Mr Lee did not do this, in order to counter the point, well made on behalf of Mr Lee, that the relatively slight reward for him from match fixing would not justify the risk, or the loss of honestly won prize money. So the allegation was rather that Mr Lee identified a match that he thought he was going to lose and then agreed to and did lose it, or that he agreed to and did lose a first frame when he was confident that he could nevertheless win the whole match, or that he identified a match that he thought he was going to lose and then agreed to and did lose it by a particular score. As the WPBSA pointed out, this is just as much a breach of Rule 2.9 as if Mr Lee had altered the overall outcome, win or lose, of a match.
24. In support of its primary case, the WPBSA relied upon the following matters.

Extraordinary betting

25. The WPBSA established the existence of betting on the matches in question by broadly three groups:

25.1 First, there was a group referred to as the Jones Group. Paul Jones was involved in an independent financial advisor business known as Prosperity based in Stourbridge. Prosperity sponsored Mr Lee, although no documentary evidence was provided by Mr Lee of the terms of that arrangement. Paul Jones had a number of other friends and associates who became involved in the betting following communication with Mr Jones: his girlfriend Alexandra McOran Campbell, her sister Turia McOran Campbell, David Jones, Michael Ward, Kerry McDonald, Steve Williams and Colin Lockwood and his friend Victoria Bullock. Mr Lee did not call any of these people to give evidence before the hearing.

25.2 Second, there was a group referred to as the Clague Group. As set out above Neil Clague was at the relevant time the player's manager. He was based on the Isle of Man and had associates there called Michael Curphey, Mike Vipond, Andrew Gibbs and Keith Bernard. Only Neil Clague was called to give evidence.

25.3 Lastly, there was Ian MacDougall. Ian MacDougall was an acquaintance of Mr Lee, from Trowbridge. He put in a very brief statement, but was not called by Mr Lee, despite the WPBSA asking for his attendance.

26. The WPBSA adduced evidence that it submitted demonstrated that the betting by the associated bettors against Lee in the matches in question was extraordinary. The WPBSA submitted that that betting could not be explained by reference to usual betting market activity. According to the WPBSA, on the balance of probabilities the betting was reflective of the associated bettors (or the lead person of each group) not only having been given inside information as to the likely outcome, but having been given comfort that the player himself would be striving to achieve that outcome.

27. The WPBSA adduced evidence that established that:

27.1 The bets placed by each group of bettors risked considerably more than the usual bets on this sport by these bettors. These bettors bet higher amounts than they had bet before, and their betting activity peaked at the times of the relevant matches. The WPBSA submitted that there is no apparent legitimate reason why these bettors should suddenly start betting considerable amounts on snooker and in particular in relation to one snooker player (still less, as set out

below, betting considerable amounts laying that particular player, or betting on his losing first frames or on the margin of loss over the match). The WPBSA submitted that there is no apparent legitimate reason why these bettors should then subsequently focus their betting on that player and on that type of bet. The WPBSA submitted that the bettors would be unlikely to have been led to bet in this way on the basis of general information about form. The WPBSA submitted that on the balance of probabilities, it is more likely than not that what was required to cause the bettors to bet in this way was the belief that the player would be striving for the outcome identified.

27.2 The bets placed by each group risked considerably more than was risked generally in the markets. In other words, the associated bettors were betting more than the normal bets on the events placed by others on the markets. For example, there was a negligible market for betting on first frame outcomes when that was what was bet on, apart from the considerable bets placed by the groups of associated bettors on Mr Lee losing his first frame. The WPBSA submitted that the explanation for the bets could not therefore be found in the proposition that they simply reflected punters “following the odds” or acting on the basis of their experience: if that had been the case, others, not associated with the player, would have done the same.

27.3 The bets were placed by the members of each group on multiple betting platforms. The bettors placed the same bets with a number of internet bookmakers and with a number of high street bookmakers. A number of accounts were opened apparently specifically in order to place bets on one of the seven matches. The WPBSA submitted that this suggests a concerted campaign to get as much money as possible onto a particular outcome, while at the same time avoiding detection. The WPBSA submitted that such a concerted campaign suggests a degree of confidence in the outcome that can only stem from a belief that the player would be striving to achieve that outcome.

27.4 The bets were unusual in type for the bettors. Not only was betting on snooker unusual for these bettors: it was even more unusual that these bettors should lay a player, or bet on first frames, or on the margin of loss over the match. The WPBSA submitted that on the balance of probabilities, it is also more likely than not that a bettor would not risk substantial sums of money betting on the results of first frames or on overall scores absent a belief that the player would be striving for the outcome identified.

27.5 The bets on the seven matches by the associated bettors were substantially successful. The Jones Group made coming on for £60,000 betting on Mr Lee to lose in the matches, on the known internet bookmakers alone. That group was also placing considerable bets with high street bookmakers, so the likely win level was much higher. The Clague Group made coming on for £35,000 betting on Mr Lee to lose in these matches on the known internet bookmakers alone. Again, there may well have been high street betting also. The WPBSA submitted that where there were unsuccessful bets on the matches in question by the groups of associated bettors, it could be explained as a consequence of the bettor hedging against the player's inability (despite best efforts) to deliver the exact score-line. So if the player had said he would lose 10-4, it would be prudent to hedge with a bet on 10-5 or 10-3, because the odds were long enough to deliver a good profit even with the additional stake, and the prospects of success were very significantly enhanced. As for betting overall on Mr Lee, including on other matches not included in the seven, all the bettors except Mr Gibbs and Mr Clague made a profit overall. The WPBSA submitted that the possibility that on occasion bets may have been made without the benefit of information from or agreement with the player that he would achieve a particular outcome, or the possibility that on occasion an anticipated outcome perhaps could not be achieved, does not mean that there no such information was passed or that there was no agreement with the player on other occasions.

Similar betting by different groups unconnected except through Mr Lee

28. The WPBSA established that the common denominator between the three groups was Mr Lee. Mr Lee knew and communicated with Paul Jones, his sponsor; Mr Lee knew and communicated with Neal Clague, his manager; Mr Lee knew and communicated with Mr MacDougall, a friend from Trowbridge. There was, on the other hand, no apparent communication at the relevant times between the three groups. The WPBSA submitted that where the three groups bet in a way similar to each other, it was on the balance of probabilities due to what Mr Lee had communicated to them.

29. The WPBSA established that the three different groups did indeed bet in a similar way on the three matches:

29.1 Match 1: the Jones Group (Mr Jones), the Clague Group (Mr Bernard, Mr Gibbs) and Mr MacDougall all bet on Robertson to win. All of them (except Mr Jones) bet on him to win 5-1.

- 29.2 Match 2: the Jones Group (Paul Jones, Mr Lockwood) and the Clague Group (Bernard) bet on Doherty to win.
- 29.3 Match 3: the Jones Group (Jones, Lockwood) and Mr MacDougall bet on Fu to win.
- 29.4 Match 4: although no longer relied on as a fixed match, the fact that all three Groups switched from laying Lee to backing him to win against Swail indicates that the earlier bets against him were not a function of his being regarded as generally out of form at the tournament, but based on inside information.
- 29.5 Match 5: the Jones Group (Paul Jones, David Jones, Mr McDonald, Mr Lockwood), the Clague Group (Mr Clague, Mr Gibbs) and Mr MacDougall all bet on Lee to lose the first frame to Hendry.
- 29.6 Match 6: the Jones Group (Paul Jones, Mr Lockwood, Mr Ward, Mr McDonald) and the Clague Group (Mr Gibbs) all bet on Lee to lose the first frame to King.
- 29.7 Match 7: the Jones Group (Paul Jones, Ms McOran Campbell, Mr McDonald) and the Clague Group (Mr Curphey) all bet on Lee to lose to Selby 5-0 or 5-1.
- 29.8 Match 8: the Jones Group (Paul Jones, Turia McOran Campbell, Alexandra McOran Campbell, Mr Lockwood) and the Clague Group (Mr Vipond) all bet on Lee to lose to Day 10-5 or 10-4.
30. The WPBSA submitted that it is unlikely that this pattern of betting reflects the groups of bettors making independent judgments as to what bets to place, which happened to coincide with each other. The WPBSA submitted that the bets chosen were not of a nature to be arrived at in that way. If they had have been, other bettors not associated with the player would have arrived at the same approach. Within each group, betting was of course similar. The WPBSA submitted that on the balance of probabilities, the explanation for the similarity of approach shared by all three groups (or two of them) is more likely than not to be that similar information was given to each group by Mr Lee.

Pre Planning

31. The WPBSA established that in advance of each of the matches, preparations were put in place for the betting:

- 31.1 Various accounts in various names were opened shortly before the Malta Cup matches and before the UK Championship matches. The WPBSA contends, and I accept, that it does not need to establish who was actually operating a particular account in a particular person's name, or for whose benefit the betting was undertaken. It is enough that someone within the group was operating and benefiting from it, on the basis of information received from the player. So for example it may or may not have been Mr Clague who was using the account in the name of Mr Curphey; if it was not Mr Clague, then it was Mr Curphey acting on the basis of information provided to him by Mr Clague.
- 31.2 Because significant sums of cash were placed at high street bookmakers, those sums of cash must have been obtained in advance.
- 31.3 The betting was not ad hoc or casual.

Betting following communication

32. The WPBSA established by reliance on the timelines that there was telephone communication between Lee and the bettors (or the lead person in their group, and onward communications from that person to them) that shortly preceded the betting. That communication took the form of either text exchanges or telephone conversations.
33. While the content of the telephone communications was not available, the WPBSA placed reliance on the timing of the communications, on the timing of onward communications, and on the timing of the opening of accounts and on the timing of the placing of bets. Against the background of that and the nature of the bets and the outcomes of the bets, the WPBSA submitted that it was more likely than not that Mr Lee was agreeing with the persons with whom he was communicating that he would lose, or that he would endeavour to lose the first frame, or that he would endeavour to lose by a particular margin.

Attempts at Concealment

34. The WPBSA also pointed to what it said were attempts to conceal the activity, both at the time and subsequently:

- 34.1 The WPBSA established that at the time of the betting, steps were taken to use various different accounts in various different names at various different internet book makers and to use various different high street bookmakers. The WPBSA submitted that on the balance of probabilities, these steps were taken in order to prevent detection of extraordinary high value betting.
- 34.2 The WPBSA established that the timelines suggest (though as set out above this need not be established) that some of the betting accounts were proxy ones. The timelines demonstrate that Paul Jones was using his computer to set up betting accounts in the names of others which he then appears to have operated. Paul Jones in interview accepted using Ward's account. He was found to have a piece of paper that listed the betting activity of himself, Lockwood, McDonald and Ward and to have had the login details of the McDonald's account. The timelines suggested that Mr Clague was accessing Mr Curphey's account, although Mr Clague said that it was Mr Curphey in Mr Clague's room.
- 34.3 The WPBSA submitted that Mr Lee's account to the police and to the WPBSA in interview was unreliable and adapted itself over time as undeniable facts emerged. The WPBSA submitted that Mr Lee had deliberately and falsely understated his acquaintance with or knowledge of the various people that the investigators asked him about, it would appear in an effort to suggest that he had no connection with their betting. The WPBSA's position was that there can be no legitimate explanation for Mr Lee not giving an accurate account to the police right from the start.
- 34.4 The WPBSA submitted that Mr Lee's methods of moving money around had the appearance of being designed to conceal reality. He had no bank account but used his wife's. On occasion payments were made to his babysitter Mr Eade to be passed to him in cash. He characterised payments from the Jones Group into his wife's account as win bonuses under his sponsorship agreement with Prosperity or as referral fees from Prosperity, without appearing sure which it was or what it was in respect of. He characterised payments from the Clague Group into his wife's account or to Mr Eade as the normal distribution to him of his money by his manager, or as the payment of a loan. He justified the fact that payments were in cash on the basis that the money was needed to clear more quickly. He said that Mr Bernard had lent him money. The WPBSA submitted that if these explanations had been correct, there was no legitimate reason for Mr Lee not to provide the records of his wife's bank account; there was no legitimate reason for Mr Lee not to produce the sponsorship agreement with Prosperity and the referral agreement with Prosperity, and there was no legitimate reason not to call Mr Jones or a witness from

Prosperity. So too the WPBSA submitted, one would have expected to have seen the management accounts detailing the sums received by Mr Clague on behalf of Mr Lee, the retention of 20% in agent's fees, and the payment on of 80%. And one would have expected to see the details of his loan from Mr Bernard. The WPBSA submitted that the failure of Mr Lee to make any attempt to evidence his explanations by reference to these documents, suggests that the documents would not support those explanations.

34.5 Others involved misled the police. The WPBSA submitted that there would have been no reason for them to have done so unless they were aware of the illegitimacy of the entire exercise being undertaken. For example, Alexandra McOran Campbell at first denied placing bets on Mr Lee and paying money into Mr Lee's wife's account. Only when confronted with the undeniable did she accept that she had done this.

Reward

35. Lastly, the WPBSA contended that various payments made to Mr Lee were on the balance of probabilities more consistent with their being rewards or prepayments for information provided and agreement to endeavour to achieve a particular outcome, than anything else:

35.1 There was no dispute that money was paid by the Jones Group and the Clague Group to Mr Lee. There may have been other cash payments which have not been identified. According to the WPBSA, at least the following payments are established: (a) a payment in cash of £600 made by Ms McOran Campbell into Mr Lee wife's account immediately after she collected the winnings on a bet against him, and immediately after a series of texts between Mr Lee and Ms McOran Campbell; (b) a payment in cash of £1000 paid into Mr Lee's wife's account on 23 December 2008 in Stourbridge; (c) overall cash payments of £40,000, including payments on the Isle of Man of over £17,000 into Mr Lee's wife's account, between January 2008 and April 2009 and (d) a payment by Mr Bernard of £2,000 into Mr Lee's wife's account on 21 December 2007.

35.2 The WPBSA submitted that as set out above, the explanations given by Mr Lee lacked credibility, and that in particular no attempt was made to evidence the explanation with appropriate documentary or witness evidence.

36. The WPBSA also relied on the accepted fact that at the relevant time, Mr Lee had considerable financial

worries, and had applied to the WPBSA's benevolent association. Mr Lee was asked, perfectly properly, whether the fact that he had tested positive for a prohibited substance reflected a drug problem. Mr Lee denied it. No further evidence was adduced in relation to this and I disregard it entirely.

Mr Lee's response

Denial of any wrongdoing

37. Mr Lee denied a breach of either Rule 2.9 or 2.8. Mr Lee denied that he played anything other than to the best of his abilities at the time, and sought to win each match and each frame. Mr Lee's response to the WPBSA's case on those rules was not only that he did not reach agreement to play in a particular way, but also that he did not pass any information at all to any associates with the intention that it be used in betting, and that he did not know of their betting. Mr Lee did not therefore seek to explain the betting patterns and telephone communications on the basis of information being passed by him but with no agreement as to outcome.
38. This is notwithstanding Paul Jones's telling the police that he received information from Mr Lee as to his form and indeed the form of other players.

It would be pointless to fix in the light of risk and loss of honestly earned prize money

39. Mr Lee pointed out with some force that it would be pointless for him to fix matches. He would be much better off seeking to win and maximising his honestly earned prize money. Mr Lee submitted that a great deal more prize money can be honestly earned by playing well than can be derived from match fixing of the sort alleged here, where the WPBSA can only point to negligible sums which it mischaracterised as being rewards. Mr Lee further submitted that the risk of being caught was so great, and the consequence of being caught so damaging, in particular to his ability to support his family, that he would never contemplate fixing a match.
40. The WPBSA made a number of points in response. First, as set out above, it stressed that on its case Mr Lee was not actually throwing matches, and so his ability to earn honestly was left unaffected by his dishonest activities so long as undiscovered. According to the WPBSA the money he could earn from

match fixing was in addition to what he could earn legitimately. On the WPBSA's analysis, Mr Lee thought to himself that if he was going to lose a match anyway, he might as well earn something by having others bet on that outcome; or thought to himself that if he was going to win comfortably, then there was no reason for him not to lose the first frame deliberately and earn some money by having others betting on that outcome; or thought to himself that if he was going to lose a match anyway, then there was no reason for him not to see if he could deliberately lose at a particular score, or within a particular range. On the WPBSA's analysis, Mr Lee might even have been able to convince himself he was not doing something really wrong. On the WPBSA's analysis, to the extent that Mr Lee did lose any matches he ought to have won, it was only matches 2 and 3, in the context of a less important tournament at which no ranking points were available and Mr Lee did not stand much chance of winning very much money.

41. Second, the WPBSA submitted that against the background of his financial difficulties at the relevant time, Mr Lee needed ready money and was evidently not in fact proving able to earn sufficient money honestly. He was slipping down the rankings and not gaining entry to enough tournaments.
42. Third, the WPBSA maintained that Mr Lee was in fact more likely than not making considerable sums from his activities. The WPBSA posits that if Mr Lee was receiving around 50% of winnings (as suggested by the payment of £600 paid into his wife's account following the collection of winnings on Match 8), then he was receiving considerable sums when the betting records reveal almost £100,000 made by the three groups at just the known internet bookmakers on the seven matches. The fact that not all payments to Mr Lee can be identified goes with the territory of match fixing, where efforts are made to conceal such payments to the extent possible.
43. Fourth, the WPBSA points out that what the player might have thought about the risks of match-fixing must not be assessed with the benefit of hindsight. Self-evidently once caught, match fixing does not seem worth it. However at the time, the WPBSA suggests, Mr Lee would not have thought that he was going to be caught and would have thought that he would be able to carry on his activities, earning some extra money when he was either going to lose anyway, or when he could lose a frame and still go on to win the match.
44. Fifth, the WPBSA pointed out that often players do not have control over matters once they have first succumbed to temptation and fixed a match. They are then in the hands of those who want them to do it again, on pain of exposure. There is however no evidence that this was the case, and when asked, Mr Lee said that that was not the position.

No player or referee has suggested that Mr Lee played improperly

45. Mr Lee pointed out, again with some force, that it was not part of the WPBSA's case (except tangentially in relation to Match 8) that Mr Lee could be seen to do anything actively wrong at the table, and that no opponent or referee had ever suggested that he played improperly at the relevant matches. Mr Lee explained why he had played poorly in the seven matches, or in the case of Matches 5 and 6, why he had played poorly in the first frame.
46. The WPBSA's response was first that again, it is in the nature of match fixing that it must be concealed. If every time a snooker match was fixed it was evident from the way the game was played, then match fixing in snooker would soon be stopped. It is not necessary in order to establish match fixing that the WPBSA can identify a deliberate error at the table.
47. Second, the nature of the fixes alleged meant that the requirement upon the player to play badly might not arise; it might be for example that the opponent played very well in the first frame in any event, or that the opponent won the right number of frames in any event.
48. Third, a player has the opportunity to miss a shot, or to make the shot but achieve poor position afterwards, and for it to be easily attributable to the difficulty of the shot or to nerves.
49. Fourth, Mr Lee accepts that in none of the matches (or the relevant frames) did he play a perfect game: consequently he had and could have taken such an opportunity.
50. Fifth, the explanations offered by Mr Lee for his poor performances do not negate the possibility of such an opportunity arising and being taken:
 - 50.1 Mr Lee suggested that Neil Robertson simply outplayed him in Match 1. That is not inconsistent with his identifying that he would lose to Robertson in any event, and that he might as well try to lose at a particular scoreline.
 - 50.2 Mr Lee suggested that Match 2 ought to have been a 3-3 draw and that Ken Doherty got lucky in the last frame and won it. There is nothing else in the evidence to sustain this assertion however, and it does not preclude the player having identified that he would lose, and going on to do so.

- 50.3 Mr Lee suggested that in Match 3 both he and Marco Fu played poorly. If that was the case, then plainly there were plenty of opportunities for Mr Lee to lose, if that proved necessary. Again this does not preclude the player having identified that he would lose, and going on to do so.
- 50.4 Mr Lee suggested that he lost the first frames in Matches 5 and 6 because he was a slow starter, yet the evidence adduced by the WPBSA of his first frame record refutes this. Mr Lee sought to maintain that it was the pressure of TV and that he took time to settle when a match was to be televised, but he adduced no evidence that he habitually lost first frames when televised.
- 50.5 Mr Lee suggested that Mark Selby fluked a ball in Match 7 at 4-1 and so won 5-1, when if he had not then Mr Lee was set to win the frame. This is not inconsistent with the WPBSA's case. Mr Lee was relieved of the problem of having to play badly in order to lose 5-1 as opposed to at some other score.
- 50.6 Mr Lee suggested that he was under a lot of pressure in Match 8 against Ryan Day and never settled. That is not inconsistent with his identifying that he would lose to Day in any event, and that he might as well try to lose at a particular scoreline. It is notable in this instance that Mr Curphey (or Mr Clague using his account) started to bet heavily on Day to win the next frame from the point at which Mr Lee had secured four frames.

Betting pattern, telephone communication and computer use evidence not contested

51. As set out above, Mr Lee did not contest any of the evidence as to what bets were placed, when, and by whom. Nor did he contest the timing of the telephone communications, or of when which computers were used for what.
52. He was therefore driven to accept that on seven occasions different groups of bettors only connected through him, and following communications from him, placed similar bets on him to lose, or to lose a particular frame or to lose by a specific score; that they bet significant amounts on multiple platforms; that those bets were quite out of the ordinary for the bettors and for the markets; and that the bets proved successful and netted considerable sums for the bettors.
53. Mr Lee understood that these matters prima facie suggest wrongdoing and that legitimate explanations for the betting patterns and the communications needed to be advanced. His case was that these matters

are merely circumstantial evidence and do not in fact reflect wrongdoing, and he offered the following explanations.

Clague Group betting patterns were due to Mr Clague's hedging

54. Mr Clague stated in his statement and in evidence that he had developed a policy of hedging by laying Mr Lee in the early rounds of tournaments. That way if Mr Lee progressed to the next round, he would win more prize money and so Mr Clague's 20% share would be greater, but if Mr Lee lost, the bet on him losing would provide Mr Clague with some financial compensation. The reduction in risk warranted the stake. Mr Clague's evidence continued that others of his acquaintance, in the Clague Group, noticed that he won money when his client lost. Believing him to be "in the know" they asked him for tips on when to bet against Mr Lee. Mr Clague gave evidence that to his shame, he allowed them to believe he was in the know when that was not true, and he gave them various information, which he describes as "misinformation", and received money from them in return. Mr Clague maintained that the only information he passed came from him and nothing came from Mr Lee.
55. The WPBSA submitted that this story was unreliable, for the following reasons. First, there was no documentary evidence to sustain it. When asked why there was no evidence at all of bets placed by him to hedge in this way, Mr Clague suggested that it would all have been in high street bookmakers, although he had internet accounts.
56. Second, the contention faces the additional difficulty that hedging would only involve laying the player, and not betting on his losing first frames or losing by a particular score. If his acquaintances had supposedly seen Mr Clague making money laying the player, it is difficult to see why there would suddenly have been a shift to these other forms of betting.
57. Third, it is also difficult to see why Mr Clague's misinformation should have coincided with what actually happened, especially when it was as specific as losing a particular frame or losing by a particular score. The fact that it did coincide suggests that it was the opposite of misinformation, at least on those occasions. It is unlikely that such an arrangement between Mr Clague and his friends could have proceeded on the basis of pure misinformation as Mr Clague suggests, since the friends would become very rapidly disillusioned if the information proved incorrect.
58. Fourth, it is also difficult to see why Mr Clague's misinformation should have coincided with the

supposedly unconnected decisions of the Jones Group or Mr MacDougall to place similar bets. It is much more likely, and more likely than not, that the similarity of betting is attributable to the communications of Mr Lee with each group, than that a very specific bet was arrived at by one group through misinformation from the manager and by the other through their own evaluation.

Jones Group and MacDougall betting patterns followed the odds and their experience

59. Mr Lee's position was that Paul Jones and his friends, and separately Mr MacDougall, simply selected what were good bets based on their experience and on what odds were available. It was said that they followed the odds and were just having a punt.
60. The WPBSA responded that this is not supported by the evidence, and indeed is refuted by it. The WPBSA relied on the fact that it is striking that none of the members of the Jones Group at all had been called to give evidence for Mr Lee. While Mr MacDougall had served a statement containing a bare denial, he had not attended the hearing to be cross examined.
61. The WPBSA made the following points. First, the betting patterns are inconsistent with bets being placed where the outcome is not known, or at least not strongly believed in. The nature of the bets, the amounts involved and the timing of the bets were inconsistent with ordinary betting, and consistent with betting by bettors with inside knowledge and comfort that the player would be seeking to achieve the outcome bet upon.
62. Second, no one other than the bettors associated with Mr Lee were making these bets. It is not sustainable to suggest that they were merely participating in the same sort of bets as the remainder of the market, or merely "following the odds". If they had have been, then other unconnected bettors would have made similar bets.
63. Third, there was nothing to demonstrate that any of the bettors had the experience of snooker required to make complex betting decisions, or that their actions did in fact reflect their following odds on betting markets. There is no more than assertion by Mr Lee that this is the case.
64. Fourth, Paul Jones told the police that he received information from Mr Lee as to his form and the form of other players.

65. Fifth, it is difficult to see why the only bettors who should coincidentally reach the same conclusions supposedly based on their experience and following the odds were the Clague group (acting on misinformation), the Jones Group and Mr MacDougall (acting on experience and odds), all of whom were connected only through Mr Lee and each of whom was in contact with Mr Lee. It is much more likely, and more likely than not, that the similarity of betting is attributable to the communications of Mr Lee with each group, rather than that very specific bets were similarly but separately arrived at by those groups but no one else.

The selective nature of the matches and bets relied upon by the WPBSA

66. Mr Lee contended that not only is the evidence against him circumstantial, but it is also selective. He contended that that selectivity paints an inaccurate picture. The implication of Mr Lee's point is that if all the betting in relation to all his matches by all bettors were examined, then the betting of the associated bettors against him in the seven matches would not look odd. Mr Lee did not undertake such an examination, and so this remained at the level of assertion.

67. The WPBSA's response to this contention, at a general level, was that it misses the point. It is irrelevant whether there may be many matches where Mr Lee has acted properly. It is irrelevant whether many others may have bet on Mr Lee without having any information at all. It is irrelevant whether the associated bettors may have bet on other matches of Mr Lee, and lost. It is irrelevant why they might have chosen to do that. The WPBSA submits that the only question is whether it can establish on the balance of probabilities that on the seven specific occasions there was an agreement for the purposes of Rule 2.9. The WPBSA submits that speculation, without evidence, as to what may have happened on other occasions and in other contexts does not advance that analysis.

68. Mr Lee complained specifically that the associated bettors' betting is examined only in relation to some of his matches, not all his matches. In particular Mr Clague claims to have told Mr Bernard and Mr Gibbs (a) that Mr Lee would lose to Neil Robertson in a Grand Prix in Aberdeen because Mr Lee had been out partying the night before (b) that Mr Lee would lose to Peter Ebdon in the 2008 Masters quarter final because he had been involved in a car crash. Mr Lee in fact won both games, apparently causing Mr Gibbs losses of £5,000 and £17,000 respectively. Mr Lee contended that that is not the behaviour of a sophisticated betting syndicate acting only on information; if there really had been such a syndicate, either Mr Lee would have lost, or the bets would not have been placed. The WPBSA's response was its general

one set out above. The WPBSA submitted that even on the assumption that it is true that Mr Clague chose on those occasions to give unreliable information to Mr Bernard and Mr Gibbs, leading to these losing bets, that does not mean that he did not also on other occasions receive reliable information from Mr Lee and pass that on to associates, leading to winning bets. Information as to the loss of a particular frame, or as to the overall winning margin, can only come from the player. Information about the form of the player can come from the manager. It is entirely possible that both sorts of information were passed, and that Mr Gibbs was prepared to gamble on both bases. The proposition that Mr Lee would not fix either of these matches because he believed he could win them and because in relation to the Ebdon match at least, it was a quarter final, is consistent with the approach to fixing taken in the seven matches relied upon.

69. Mr Lee's contention that only the betting against him of the associated bettors is examined was met by the WPBSA with two points. First, there was the general response above that it is irrelevant what others do. Second, in fact the betting evidence did examine what others did where relevant, for example in assessing whether there was any market by any other bettors other than the associated bettors, to bet against Mr Lee on the outcome of particular frames.
70. Mr Lee contended that the WPBSA ignored other, losing, bets by the associated bettors on the seven matches. Mr Lee contended that the fact that the bettors (a) bet on different overall winning margins than the one supposedly agreed and (b) bet on frames other than the first frame, indicated that they were again simply following the odds and having a punt. As set out above, the WPBSA explained the first type of betting as the bettor hedging against the player's inability (despite best efforts) to deliver the exact score-line. So if the player had said he would lose 10-4, it would be prudent to hedge with a bet on 10-5 or 10-3, because the odds were long enough to deliver a good profit even with the additional stake, and the prospects of success were very significantly enhanced. The WPBSA explained the second type of betting as arising where a bettor, having won on the first frame on the basis of information, and with money in the bank, was prepared to speculate without the benefit of information as to future results. The WPBSA pointed out that the bets on the first frame were ante-post, whereas other bets were in-play.

The contents of the communications were innocent

71. Mr Lee's approach to the communications was to assert that too much time had elapsed for him to remember what was said, but that there was an innocent explanation for each one. Those explanations

generally turned around communications with Mr Jones shortly before the matches being likely to be in relation to the provision of back stage passes or just chit chat, such communications with Mr Clague being because he was Mr Lee's manager or just chit chat, and such communications with Mr MacDougall being because he was an acquaintance from Trowbridge or just chit chat.

72. The WPBSA pointed out that Mr Lee had no specific recollection as to what communications were about. He could only speculate as to what they might have been about, and his speculation had the air of ex post facto invention. The WPBSA pointed out that other than Mr Clague, none of the people with whom Mr Lee had conversations had been called to give evidence at the hearing by Mr Lee. The WPBSA relied on the position of the communications in the timelines, and what happened after them.
73. Mr Lee also submitted that the communications went on too long to be simply communicating that a particular outcome would be achieved. The WPBSA's response was that that does not follow.
74. There was some suggestion from Mr Lee that the police had records of the actual contents of texts sent by or to Mr Lee. Mr Lee suggested that the reason the police had decided not to bring charges is that they knew that the content of the texts exonerated Mr Lee. There was no evidence at all that the police actually had the content of texts. The WPBSA did not accept that the police actually had the context of the texts. This operated at the level of assertion only, therefore.

There was a legitimate explanation for all the money received

75. Mr Lee contended that there was a legitimate explanation for each of the sums received by him. This is also addressed above.
76. Mr Lee contended that when Alexandra McOran Campbell paid £600 into Mr Lee wife's account immediately after she collected the winnings on a bet against him on Match 8, and immediately after a series of texts between them, she must have been discharging an obligation of Prosperity, her boyfriend's business, to pay Mr Lee either a win bonus under his sponsorship agreement or a referral fee for introducing someone as a client of Prosperity.
77. The WPBSA submitted that that was inherently less likely than that she was providing Mr Lee with his cut of the winnings in return for the information passed. According to the WPBSA, Mr Lee could not (or was not willing to) give actual evidence of any recollection as to what the money was, but could only speculate.

He did not stick to one speculative answer, but advanced both that it was a win bonus and that it was a referral fee. He did not call the relevant witnesses. It was unlikely that it was any sum for Prosperity under any arrangement since such payments would not be cash payments from an individual's girlfriend, but would be properly accounted for through the business. No accounts were produced. No documents reflecting either the entitlement to a win bonus under the sponsorship or to a referral fee were produced. In any event, there had not obviously been a win to which such a bonus might be attributable, and there had not obviously been any introduction of business warranting a referral fee. Neither could be identified by Mr Lee.

78. Mr Lee also sought to explain the payment in cash of £1,000 into Mr Lee's wife's account on 23 December 2008 in Stourbridge as money due from Prosperity on the same basis. The WPBSA raised the same criticisms.
79. Mr Lee sought to explain the overall cash payments of £40,000, including payments on the Isle of Man of over £17,000 into Mr Lee's wife's account, between January 2008 and April 2009, as reflective of how Neil Clague provided him with his own earnings paid to Mr Clague by World Snooker. Mr Lee also explained that on occasion payments were made to his babysitter Mr Eade to be passed to him in cash, because that enables cash to clear more quickly. The WPBSA pointed out that if Mr Lee wished to make the case that all the payments, which on their face were very odd and appeared designed to conceal, were in fact simple distributions of the money that he was entitled to from his career as a professional snooker player, he could be expected to produce the records of his wife's account and the management accounts of Mr Clague, and make good the paper trail. The fact that he refused to do this suggested strongly that those documents would not support his assertions.
80. Mr Lee sought to characterise a payment by Mr Bernard of £2,000 into Mr Lee's wife's account on 21 December 2007, as a loan. The WPBSA again pointed out that Mr Bernard was not called and no documentary evidence was provided. The WPBSA pointed out that there was no explanation as to why Mr Bernard should decide to make a loan to Mr Lee.

On the balance of probabilities, Mr Lee is guilty of breach of Rule 2.9

Match fixing is the more likely than not explanation for the events

81. I have taken into account all the materials and submissions advanced by both sides, and the oral

testimony of Mr Lee and Mr Clague. I am satisfied on the balance of probabilities as to the explanation for the extraordinary betting patterns against Mr Lee, the similarity in the betting by different groups only connected by Mr Lee, the opening of various betting accounts, the communications from Mr Lee shortly before betting, Mr Lee's desire to conceal from the police the extent of his acquaintance with various bettors, and the payments of certain sums into his wife's account. I am satisfied that the more likely than not explanation is that in relation to each of the seven matches, Mr Lee did indeed agree with one or more bettors either that the match would be lost, or that a first frame would be lost, or that the match would be lost by a specified margin, and that Mr Lee would seek to achieve that result, and that Mr Lee would in some form be rewarded for so doing. That constitutes breach of Rule 2.9.

82. It is not established that Mr Lee deliberately lost a match when he could and should have won it. Rather it is established, on the balance of probabilities, that Mr Lee acted improperly in relation to matches that he either believed he would lose, or that he believed he would win sufficiently comfortably that he could drop the first frame. That is still a breach of Rule 2.9. Mr Lee did not strike me as a cynical cheat, but rather as a weak man who under financial pressure, succumbed to the temptation to take improper steps that he may well have justified to himself as not really wrong, because the ultimate result of the match, win or lose, was the same.
83. There is no other more plausible explanation for what happened. The explanations advanced by Mr Lee that Mr Clague was seeking to hedge and then misinforming his friends, and that Mr Jones and Mr MacDougall were simply following the odds do not hold water for the reasons identified by the WPBSA and set out above, and do not explain the similarity in the betting between groups unconnected other than through Mr Lee. Mr Lee's explanations as to why money was paid to him by the bettors do not hold water either, again for the reasons identified by the WPBSA and set out above. If it had been true that all payments could be attributed to distribution of his earnings by his manager, to sponsorship payments, to referral payments, or to the payment of a loan, then one could expect to have seen documentary and witness evidence to account for the payments. Instead, Mr Lee has refused to provide such documents.
84. While the point is powerfully made by Mr Lee that the risk of match fixing is high in comparison to reward and that he would be better off pursuing honestly earned prize money, I consider that the points identified by the WPBSA and set out above provide a clear answer. The fixes in question did not (or were not considered as likely to) alter the ultimate result win or lose and so did not affect the ability to earn honestly. At the time of the matches, Mr Lee was in financial difficulties and not earning well honestly. The temptation to earn cash, and not inconsiderable sums of cash, in these circumstances is likely to have

arisen. What he would or would not have done faced with this temptation cannot be assessed with hindsight: at the time he would not have thought that he would be caught, and would have thought that he could carry on earning when he was likely to lose, as well as when he won.

85. I do not regard the fact that no opponent or referee has raised an issue as to what happened on the table prevents the more likely than not explanation for the events being match fixing. For the reasons identified by the WPBSA and set out above, match fixing is by its nature concealed and often difficult to detect on the track, or on the pitch or on the table, and what is clear is that the opportunity to play poorly in such a concealed way, if necessary, was present.
86. Mr Lee specifically denies any explanation that would disclose a breach of the arguably lesser offence of breach of Rule 2.8. He specifically denies that he passed any information with the intention that it be used for betting. On the balance of probabilities it is more likely than not that the information passed by Mr Lee to the bettors went beyond a simple account of his form and his expectation as to what would likely happen in any particular match. It seems to me that the more likely than not explanation for the events is that Mr Lee did indeed agree that he would seek to achieve the result. In other words, if he said that a match would be lost, he would not turn around and try to win it. If he said that a first frame would be lost, he would try to see that it was. If he said that he would lose by a particular score he would try to hit that score or at least to come as close as possible. It does not seem to me that the bettors would have bet in the way that they did without greater comfort than a player saying how he felt. It seems to me that the bettors would only have bet as they did in the knowledge that Mr Lee would be striving to achieve the outcome identified.

The Malta Cup matches

87. The Malta Cup 2008 was a round robin non ranking tournament. It was therefore a tournament of no great importance. There are no timeline details of telephone communications in relation to this tournament, but there are the betting records. Furthermore, Mr Clague, Mr Bernard and Mr Jones were all in Malta at the time.
88. The documentary evidence relied upon by the WPBSA establishes on the balance of probabilities that Mr Lee informed associated bettors that he would lose each of Matches 1, 2 and 3; informed them that he would lose Match 1 by a margin of 1-5; and informed them that he would endeavour to ensure that these

outcomes happened. That documentary evidence is extensive, and while all has been taken into account, only particular parts of it are set out below.

89. Match 1 took place on 4 February 2008. It was between Mr Lee and Neil Robertson, and Mr Lee lost 1-5:

89.1 In December 2007, Mr Bernard of the Clague Group had paid £2,000 to Mr Lee. On 4 February 2008, Mr Bernard placed five bets between 12.22 and 12.51, each of which was successful and won him almost £7,000. The bets were on Robertson to win 5-1, Robertson to win the first four frames, and Robertson to win.

89.2 Also on 4 February 2007, Mr Gibbs bet on Robertson to win 5-1 and Robertson to win, and he won £2,629.

89.3 Separately but also on 4 February 2008, Mr Jones placed five bets between 11.15 and 12.41 on Robertson to win, and won almost £7,000. Mr Jones had only opened the Betfair account he used on 18 January 2008. This was his first bet on snooker. His betting £5,000 on Robertson to win was 1000% greater than any previous stake he had placed on Betfair or William Hill.

89.4 Separately again, Mr MacDougall bet rather smaller sums on Robertson to win 5-1 and Robertson to win. He also bet £10 on 6-0, as a hedge. He won some £350.

89.5 The more likely than not explanation for betting at this level was that Mr Lee had been persuaded to give the bettors comfort that he would lose. An explanation put to Mr Lee, which he denied, was that it was a method of repaying Mr Bernard a loan he had made to the player. Either way, it is more likely than not that Mr Lee, feeling that he would lose the match anyway, agreed to endeavour to do so, and to endeavour to do so at the particular scoreline of 1-5. It is not clear with whom that agreement was first made, but the bettors were each aware of what they should bet on before 4 February 2008. While Mr Bernard and Mr Gibbs were prepared to bet on such a scoreline, which might be difficult to achieve, Mr Jones as a novice to betting on snooker played safe by betting on a Robertson win. It would appear that Mr Lee had separately communicated the tip to his Trowbridge friend Mr MacDougall.

90. Match 2 took place on 5 February 2008. It was between Mr Lee and Ken Doherty. Mr Lee lost 2-4.

90.1 On 5 February 2008, Mr Bernard placed eight bets between 10.02 and 11.42. He won some £2,000 on bets on Doherty to win. He lost some £270 on bets on Doherty to win 6-0 and 5-1.

He bet most heavily on the win therefore, and less heavily on the scoreline.

90.2 Separately but also on 5 February 2008, Mr Jones placed three bets between 11.28 and 11.38 on Doherty to win, and won almost £2,600. Mr Lockwood also of the Jones Group, placed a small bet late on (at 21.46) on Doherty to win.

90.3 The more likely than not explanation for betting at this level was again that Mr Lee had been persuaded to give the bettors comfort that he would lose. It may be that Mr Lee again said he would endeavour to lose 1-5 but was unable to do so in the event. Either way, it is more likely than not that the bettors had been given the comfort that Mr Lee would lose.

91. Match 3 took place on 7 February 2008. It was between Mr Lee and Marco Fu. Mr Lee lost 1-5.

91.1 On 6 February 2008, Mr Jones bet £1,000 on Fu to win. Between 10.03 and 10.45 on 7 February 2008, Mr Jones placed 14 more bets on Fu to win. Mr Jones won over £3,600. Mr Lockwood also of the Jones Group, placed bets on Fu to win that earned him £400.

91.2 Separately, Mr MacDougall won some £570 by betting on Fu to win.

91.3 The more likely than not explanation for betting at this level was again that Mr Lee had been persuaded to give the bettors comfort that he would lose.

92. Match 4 is no longer relied upon by the WPBSA as a fixed match. It took place on 8 February 2008 and was between Mr Lee and Jo Swail. Mr Lee won. All the associated bettors betting on the Malta Cup (Mr Jones, Mr Lockwood, Mr Bernard, Mr Gibbs and Mr MacDougall) bet very heavily on Mr Lee to win and won substantial sums. This stands in marked contrast to those bettors laying Mr Lee against his earlier opponents.

The UK Championships 2008

93. The UK Championships 2008 were a ranking knock out tournament. It was therefore more important for Mr Lee to win matches. There are timeline details of telephone communications in relation to this tournament as well as the betting records.

94. The documentary evidence relied upon by the WPBSA establishes on the balance of probabilities that Mr

Lee informed associated bettors that he would lose the first frame in each of Matches 5 and 6 and informed them that he would endeavour to ensure that these outcomes happened. That documentary evidence is extensive, and while all has been taken into account, only particular parts of it are set out below.

95. Match 5 took place on 13-14 December 2008. It was between Mr Lee and Stephen Hendry. Mr Lee won 9-7 but lost the first frame:

95.1 The betting records demonstrate that in effect the only people betting on Hendry to win the first frame were the associated bettors, from all three separate groups, and that there was no real market in betting on any first frames in any matches at the tournament. The timeline evidence demonstrates the communications with each group and the steps taken.

95.2 On 9 December 2008, between around 9 and 10 in the morning, Mr Lee and Mr Jones had two telephone conversations and Mr Lee sent a text. Immediately after the second call, Mr Jones, Mr McDonald and Mr Ward began opening various new accounts with various internet bookmakers, all from Mr Jones' IP address. On 12 December David Jones also opened new accounts.

95.3 During the course of 12 December 2008 there were a series of some twelve texts and missed calls between Mr Lee and Mr Jones. At about 20.40 they finally spoke for 7 minutes. Immediately afterwards on 12 December 2008 at 20.55 and then on 13 December 2008 at 12.23 Mr Jones bet twice ante-post (total some £2,600) on Hendry to win the first frame, and he won some £2,250. A matter of minutes after the session was over, Mr Lee was again texting Mr Jones, and that continued through the evening.

95.4 Immediately after speaking to Mr Lee on 12 December 2008, Mr Jones spoke to Mr McDonald. On 13 December 2008 between 8.41 and 15.22 Mr McDonald bet seven times (total over £2,000) on Hendry to win the first frame, and he won some £1,500.

95.5 On 13 December 2008 Mr Jones and Mr Lockwood spoke on the telephone for about five minutes between 9.30 and 9.40. Then between 9.42 and 12.30 Mr Lockwood bet three times (total £2,350) on Hendry to win the first frame, and he won some £1,600.

95.6 Also on 13 December 2008 between 9.30 and 9.40, Paul Jones spoke to David Jones. Between 14.25 and 14.32 David Jones placed two bets (total £800) on Hendry to win the first frame and

won some £550.

95.7 The betting records demonstrate that the betting of the members of the Jones Group peaked when each of the seven matches took place.

95.8 Separately on 13 December 2008 at 13.11, Mr Clague also bet £250 on Hendry to win the first frame and won £166. While there are no records of telephone communications, it is likely that this was as a result of communication from Mr Lee.

95.9 Also on 13 December 2008 between 14.01 and 14.30, Mr Gibbs bet three times (some £1,200) on Hendry to win the first frame and won almost £900. Again there are no records of telephone communications, but it is likely that this was as a result of communication from Mr Clague.

95.10 Separately again, Mr MacDougall received a text from Mr Lee on 9 December 2008, and then spoke to Mr Lee on 12 December 2008. Following a text from Mr Lee at 11.00 on 13 December, Mr MacDougall placed seven bets (some £1,600) between 11.22 and 16.10 on 13 December 2008, all on Hendry to win the first frame, and won some £1,600. He also spoke to Mr Lee at about 11.40, after placing the first three bets.

95.11 The more likely than not explanation for betting at this level was that Mr Lee had been persuaded to give the bettors comfort that he would lose the first frame. It is likely that that agreement was first made with Mr Jones in this instance. All groups were however aware of what they should bet on before 13 December 2008. It would appear again that Mr Lee had separately communicated the tip to his Trowbridge friend Mr MacDougall.

96. Match 6 took place on 15-16 December 2008. It was between Mr Lee and Mark King. Mr Lee won 9-5 but lost the first frame:

96.1 Again the betting records demonstrate that in effect the only people betting on King to win the first frame were the associated bettors, from all three separate groups, and that there was no real market in betting on any first frames in any matches at the tournament. The timeline evidence demonstrates the communications with each group and the steps taken. A similar pattern emerges to that in relation to Match 5.

96.2 On the morning of 14 December Mr Lee spoke on the telephone with Mr Jones. Mr Jones thereafter had telephone conversations and text exchanges with Mr McDonald, Mr Lockwood

and Mr Ward. On 15 December at about 14.40 Mr Jones spoke on the telephone again with Mr Lee. Between 15.08 and 16.14, Paul Jones bet £3,400 on King to win the first frame. He was not paid due to the suspicious nature of the betting. Again, a matter of minutes after the session was over, Mr Lee was again ringing Mr Jones.

- 96.3 On 15 December 2008 immediately after speaking to Mr Lee at about 14.40, Mr Jones called Mr Lockwood at around 14.57. Between 15.02 and 15.53 Mr Lockwood bet five times (total £3,310) on King to win the first frame. Some of his winnings had to be refunded due to the suspicious nature of the betting.
- 96.4 Also on 15 December 2008 at about 15.05, Paul Jones spoke to Michael Ward. At 15.10 Michael Ward bet £800 on King to win the first frame. He was not paid due to the suspicious nature of the betting.
- 96.5 Although there is no record of a telephone communication it would appear that after speaking to Mr Lee on 15 December 2008, Mr Jones also spoke to Mr McDonald. On 15 December 2008 at 16.00 Mr McDonald bet £450 on King to win the first frame, and he won some £400.
- 96.6 Also on 15 December 2008 at 18.25, after speaking to Mr Lockwood, and opening an account, Victoria Bullock bet and won a small sum on King winning the first frame.
- 96.7 Separately, on 14 December, Mr Gibbs of the Clague Group bet twice (£850) on King to win the first frame. He was not paid due to the suspicious nature of the betting. Again there are no records of telephone communications, but it is likely that this was as a result of communication from Mr Clague.
- 96.8 At this time Mr Lee sent a number of texts to Mr MacDougall and spoke to him on the telephone. If however Mr MacDougall did bet on the match it has not been identified in the records.
- 96.9 The more likely than not explanation for betting at this level was that Mr Lee had been persuaded to give the bettors comfort that he would lose the first frame. It is again likely that that agreement was first made with Mr Jones in this instance. All groups were however aware of what they should bet on before 15 December 2008.

China Open 2009

97. The China Open 2009 was a ranking knock out tournament. Again there are timeline details of telephone communications in relation to this tournament as well as the betting records.
98. The documentary evidence relied upon by the WPBSA establishes on the balance of probabilities that Mr Lee informed associated bettors that he would lose Match 7 and informed them that he would endeavour to ensure that this outcome happened. It may be that some indication was given as to the score that Mr Lee would seek to achieve, but it would not appear that Mr Lee was able to give the bettors sufficient comfort that that scoreline could be achieved. That documentary evidence is extensive, and while all has been taken into account, only particular parts of it are set out below.
99. Match 7 took place on 1 April 2009. It was between Mr Lee and Mark Selby. Mr Lee lost 1-5.
 - 99.1 Telephone communications between Mr Lee and Mr Jones took place on 25 March 2009 and on 27 March 2009. After the communications on 25 March 2009, Mr Jones placed a £50 bet on Selby winning 5-0, which ultimately lost. There were further phone calls on 30 March, following which on 30 and 31 March Mr Jones placed eighteen bets. Seven of these were placed using accounts in the name of Turia McOran Campbell. Mr Jones bet variously on Selby to win (nine bets, £1,170 odd), on 5-0 (four further bets £300 odd), on 5-1 (one bet which won him £200 odd), and on Selby to win the first four frames (four bets £300 odd). Over the betting Mr Jones placed about £1,900, won about £2,000 and lost about £645.
 - 99.2 Following conversations with Mr Jones on 27 March 2009, Mr McDonald placed eight small bets, two of which were on Selby to win 5-1 (which won), four of which were on Selby to win 5-0 (which lost) and the remaining two of which were on Selby to win the first four frames. He then bet again on 1 April, with one of each type of bet. Over the betting Mr McDonald placed about £200, won about £200 and lost about £145.
 - 99.3 Mr Lockwood was more cautious. After a number of telephone calls with Mr Jones on 30 and 31 March 2009, Mr Lockwood on those days placed 14 bets on Selby to win. He won all those bets and made about £550.
 - 99.4 Victoria Bullock also won a small amount betting on Selby to win.
 - 99.5 Separately, on 31 March and 1 April Mr Curphey of the Clague Group bet eleven times in a very

high amount. He bet seven times (some £12,000) on a Selby win; twice on Selby winning 5-1 (£180); once on Selby winning 5-0 (£70) and once on 2.5 frames (£312 odd). Overall Mr Curphey staked some £13,300, won coming on for £5,000 and lost about £300. Again there are no records of telephone communications, but it is likely that this was as a result of communication from Mr Clague.

- 99.6 The more likely than not explanation for betting at this level was that Mr Lee had been persuaded to give the bettors comfort that he would lose the match. There may have been some suggestion that a particular score would be pursued, but it was not at a level at which the bettors had much confidence in it being achieved. It is again likely that that agreement was first made with Mr Jones in this instance. All groups were however aware of what they should bet on before 15 December 2008.

World Championships 2009

100. The World Championships 2009 were a ranking knock out tournament. Again there are timeline details of telephone communications in relation to this tournament as well as the betting records.
101. The documentary evidence relied upon by the WPBSA establishes on the balance of probabilities that Mr Lee informed associated bettors that he would lose Match 8; informed them that he would lose Match 8 by a margin of 10-4; and informed them that he would endeavour to ensure that this outcome happened. That documentary evidence is extensive, and while all has been taken into account, only particular parts of it are set out below.
102. Match 8 took place on 22 April 2009. It was between Mr Lee and Ryan Day. Mr Lee lost 10-4.
- 102.1 On 20 April 2009 there were extensive telephone communications between Mr Lee and Mr Jones, who also spoke to Mr McDonald, Mr Lockwood and Alexandra McOran-Campbell. On 20 April Mr Jones placed two small bets on Day to win, one on Day to win 10-4 and one on Day to win 10-5. On 21 April at about 7.30 in the morning Mr Lee and Mr Jones spoke by telephone and they then exchanged texts over the rest of the day. At about 17.45 on 21 April Mr Jones embarked on a marathon betting session, placing 66 bets against Mr Lee before the match commenced, variously on Day to win; Lee to lose; Day to win 10-4; Day to win 10-5; Day to win by 4-6 frames; total frames under 15, 15.5, 16; total number of frames. A further five bets were

placed between the two sessions on 22 April, following a phone call between Mr Lee and Mr Jones at about 14.30. Some of these were placed using accounts in the name of Turia McOran Campbell and some were placed with high street bookmakers by Alexandra McOran Campbell. Over the betting Mr Jones placed about £6,700, won about £15,500 and lost about £1,000.

102.2 Following a conversation with Mr Jones late on the evening of 20 April 2009, Mr Lockwood backed Day to win. After another telephone call with Mr Jones at about 11.30 on 21 April 2009, Mr Lockwood placed a further 21 bets against Mr Lee before the match commenced, variously on Day to win; Day to win 10-4; Day to win 10-5; Day to win tenth frame. After the first session ended and Mr Lee spoke to Mr Jones at 14.30, Mr Jones spoke to Mr Lockwood at about 15.15. Mr Lockwood then placed a further four bets against Mr Lee. Over the betting Mr Lockwood placed about £3,100, won about £6,700 and lost £600.

102.3 Following a conversation with Mr Jones at about 17.30 on 21 April 2009, Mr McDonald between 17.39 and 20.06 on 21 April placed 14 bets, variously on Day to win 10-3; Day to win 10-4; Day to win 10-5. After the first session ended on 22 April and Mr Lee spoke to Mr Jones at 14.30, Mr Jones spoke to Mr McDonald shortly before 15.00. Mr McDonald then bet again before the second session started on the evening of 22 April, on Day to win 10-4 and on Day to win. Over the betting Mr McDonald placed about £1,000, won about £4,500 and lost about £430.

102.4 Separately, on 22 April 2009 Mr Curphey of the Clague Group bet 41 times in a very high amount. Two of these bets were bets in play during the first session, one was immediately before the second session. The remaining 38 were bets in play during the second session. Each of those 38 bets was placed after the score had reached 7-4. At that point it is clear that Mr Curphey's betting was based on the knowledge that the player would be striving not to win any more frames. Mr Curphey bet on Day to win the twelfth frame, then on Day to win the thirteenth frame, then the fourteenth frame, and on Day to win, at the same time. Overall Mr Curphey staked some £19,000, won coming on for £12,000 and lost £270. Again there are no records of telephone communications, but it is likely that this was as a result of communication from Mr Clague. Alternatively, Mr Clague was actually accessing Mr Curphey's account. It is common ground that the account was being accessed from Mr Clague's room in the Jury's Inn Hotel. Mr Clague says that it was Mr Curphey who was doing it. It is not however necessary to resolve that particular question, since on either basis, the reason for the betting was what the player had agreed to.

102.5 A further member of the Clague Group, Mike Vipond bet some £330 on Day to win 10-4 or 10-5 and won some £320.

102.6 The more likely than not explanation for betting at this level was that Mr Lee had been persuaded to give the bettors comfort that he would lose the match and that he would do so by a margin of 10-4. It is again likely that that agreement was first made with Mr Jones in this instance. All groups were however aware of what they should bet on before the second session on 22 April 2008.

103. The timelines in relation to Match 8 also reveal clearly that there were communications between Mr Lee and Alexandra McOran Campbell before and after her collection of winnings from laying Mr Lee, and before and after she paid part of the winnings into his wife's bank account.

Next stage

104. In the light of the findings above, Mr Lee will be subject to significant sanction. What that sanction will be falls to be assessed after a further hearing at which each of Mr Lee and the WPBSA have an opportunity to make submissions.

ADAM LEWIS QC

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