

**THE WORLD PROFESSIONAL BILLIARDS & SNOOKER ASSOCIATION LIMITED DISCIPLINARY
HEARING BOARD**

Mr Ian Mill QC

BETWEEN:

**THE WORLD PROFESSIONAL BILLIARDS & SNOOKER ASSOCIATION BOARD LIMITED
("the Association")**

Applicant

-and-

(1) JOHN HIGGINS ("Mr Higgins")

(2) PAT MOONEY ("Mr Mooney")

Respondents

Summary of Decision for Publication

The Charges

Both Mr Higgins and Mr Mooney have been charged with breaches of four of the Association's Rules Relating to Betting, namely (insofar as material):

Rule 3.1.2.2 (Charge 1) Agreeing or offering to accept a bribe, bribes or other reward to fix or otherwise to influence improperly the result of a Tournament or Match.

Rule 3.1.4.1 (Charge 2) Agreeing to engage in corrupt or fraudulent conduct.

Rule 3.1.5.1 (Charge 3) Intentionally giving the impression to others that they were agreeing to act in breach of the Betting Rules.

Rule 3.1.4.4 (Charge 4) Failing to disclose promptly to the Association full details of an approach or invitation to act in breach of the Betting Rules.

Admissions and Withdrawal of Charges

Mr. Higgins

Mr Higgins has admitted acting in breach of Rules 3.1.5.1 and 3.1.4.4 (Charges 3 and 4).

The Association has withdrawn Charges 1 and 2.

The Association has explained that this withdrawal resulted from an acceptance, following an investigation which all concerned have correctly characterised as very thorough and fair, that Mr Higgins had truthfully accounted for his words and actions at the meeting in Kiev on 30 April, selected extracts from which subsequently were widely publicised. In short, his account (which has remained consistent throughout) was as follows.

Mr Higgins found himself in that meeting having only just beforehand been warned by Mr Mooney that there was a possibility (nothing more) that the subject of throwing frames might arise as part of the overall business discussions that were about to commence. Without any opportunity for mature reflection Mr Higgins, who is by nature someone who seeks to avoid confrontation or unpleasantness, decided to play along with the discussion when the topic did indeed arise. He also found the atmosphere in the meeting somewhat intimidating. His focus was entirely on bringing the meeting to an end as soon as possible and getting on a plane home. He would never throw, and had no intention at that meeting of throwing any frame of snooker for reward.

I have no doubt that the Association was right to conclude that this account by Mr Higgins was a truthful one.

Mr Mooney

Mr Mooney has also admitted Charges 3 and 4.

The Association has also withdrawn Charges 1 and 2.

The Association's explanation for these withdrawals was very different. The Association maintained that Mr Mooney had in fact intended to act fraudulently and corruptly as alleged. However, a last minute argument advanced on behalf of Mr Mooney by Mr Phillips QC, based on a proper construction of the Rules to which Charges 1 and 2 refer had persuaded the Association that it did not have sufficient prospects of proving those Charges.

That argument revolved around the definitions of the words "Tour", "Tournament" and "Match", which appear in both of the relevant Rules. Mr Phillips argued that the discussions giving rise to those Charges were concerned with events which did not fall within the ambit of those words as so defined.

I do not consider myself to be empowered to require a Charge to be maintained in the face of a decision to withdraw it from me. I therefore make no comment as to whether the Association was correct to regard Mr Phillips' construction argument as valid.

(C) Sanctions

1 Mr Higgins

Mr Higgins was put in a highly invidious position by Mr Mooney, who was entirely responsible for Mr Higgins' presence in Kiev and, in particular, at the meeting there on 30 April. Mr Higgins can be criticised for the way in which he chose to respond to the situation in which he found himself. However, I do not consider, in the circumstances that any very serious sanction should follow from his admitted breach of the Rule referred to in Charge 3. More serious is his failure to comply with his obligations under Rule 3.1.4.4 (Charge 4).

There was an opportunity, albeit a relatively limited one, for him to have reported the Kiev incident to the Association prior to the News of the World story breaking. He should have taken the opportunity to do so. Very fairly, Mr Higgins has also stated that he is unclear whether he would have reported the incident had the publicity not occurred. Mr Higgins did not, of course, know that the businessman at the Kiev meeting were undercover journalists. On the basis that they intended what they said, it was obviously a matter of the greatest importance to the integrity of the sport of snooker that those intentions were immediately reported.

Mr Higgins' failure in this respect was extremely foolish. In mitigation, Mr Clancy SC on his behalf reminded me of his client's exemplary record both in terms of achievement and conduct, and of his role as an ambassador for the sport. I very much bear these matters in mind. But I also consider that with such a status come particular responsibilities to other players in the game, to the Association, to its sponsors and to the viewing public to ensure that the Association's Rules bearing on the peculiarly sensitive subject of gambling and corruption are strictly adhered to. Taken with the other Charge which he has admitted, it seems to me that his conduct in failing to report the incident immediately warrants a short suspension from his membership of the Association and from the playing rights that his membership affords him. In my judgment, the proper length of such suspension is one of 6 months. Since he was suspended by the Association pending the outcome of the investigations on 2 May 2010, the period of his suspension will end at midnight on 1 November 2010.

I also consider that Mr Higgins should suffer a financial sanction. Having considered the gravity of the admitted rule breaches and heard from Mr Clancy as to his client's financial circumstances, I consider that he should pay a fine of £75,000 and make a contribution to the Association's costs of £10,000. Paragraph 10.2 of the Association's Disciplinary Rules requires any fine to be paid within 28 days. In the circumstances, I do not consider it reasonable or appropriate that Mr Higgins should have to pay such an amount within this short period. I consider that a period of 90 days is appropriate. On behalf of the Association, Mr Bourns has accepted that it is open to me so to order.

2 Mr Mooney

Mr Mooney's conduct is, in my judgment, of a completely different order of seriousness. He was first made aware not later than 8 April 2010 by the undercover journalist posing as a businessman ("Mr D'Sousa") of the fact that those behind him in the purported business venture were looking to make money through gambling in circumstances where frames in snooker matches were deliberately thrown. Yet, he made no disclosure at the time of this stated requirement to the Association, to Mr Higgins (whom he represented in snooker matters, who was one of his partners in the business (World Series Snooker) which Mr Mooney was representing in his discussions with Mr D'Sousa, and most significantly who was targeted by Mr D'Sousa as the player required to throw the frames) or to his other business partners in World Series Snooker, Debbie Mitchell and Adrian Stewart.

Furthermore, despite this requirement being stated, Mr Mooney not only continued his engagement with Mr D'Sousa thereafter but persuaded a materially ignorant Mr Higgins to accompany him to meet with those behind the venture in Kiev. He accepts that, in continuing that engagement and by the words spoken by him on 8 April 2010 he had led Mr D'Sousa to believe that the throwing of frames was something that could be achieved.

Once in Kiev, on 29 April 2010, it was made clear to Mr Mooney on several occasions (in Mr Higgins' absence) that the subject of frame throwing had to be discussed with Mr Higgins. Still, he said nothing to Mr Higgins until minutes before the meeting the following day.

When he did mention the subject to Mr Higgins, Mr Mooney misrepresented to him the position, stating that it was possible that the subject might not come up at all.

Furthermore, despite at the time owing fiduciary obligations to Mr Higgins as his snooker representative and to the Association itself (he was a Board Director of the Association at the time), Mr Mooney did not advise Mr Higgins to make it clear that frame throwing was out of the question, and he did not even discuss with Mr Higgins the possibility of leaving Kiev without attending the meeting. In so behaving, in my judgment, Mr Mooney was motivated by concerns as to his own position to the exclusion of all others. He had positively responded to the requirement of frame throwing in all his previous discussions and he had brought Mr Higgins to Kiev expressly to discuss this aspect of the matter. He was concerned as to the consequences for him if these assurances proved groundless.

At the meeting in Kiev on 30 April, Mr Mooney continued to represent himself as able and willing to participate in, and to procure, corrupt frame throwing. Thereafter, he neither reported the events which had occurred to the Association nor encouraged nor advised Mr Higgins to do so.

A number of points were made by and on behalf of Mr Mooney. On his behalf, Mr Phillips asserted both as a matter of law and of fact that I could not and should not find that Mr Mooney in fact intended what he represented as being his intention in his various discussions with Mr D'Sousa and in Kiev. His legal argument, which I rejected in a ruling which I delivered yesterday, was that it was not open to the Association to maintain such an argument, given its withdrawal of Charge 2. As a matter of fact, he invited me to accept Mr Mooney's evidence that he was clear in his own mind that Mr Higgins would never deliberately throw a frame for reward and, therefore, to conclude that Mr Mooney could not in fact have intended to put the corrupt agreement asserted by the Association into effect. As to this, Mr Bourns on behalf of the Association pointed to passages in the transcripts of discussions which suggested that Mr Mooney might have had in mind to procure the throwing of frames through the activities of players other than Mr Higgins.

Mr Mooney gave evidence before me, during which he told me in terms that he did not intend to put any such corrupt agreement into effect. His explanation for his encouragement of Mr D'Sousa prior to Kiev was that he was playing along with him, humouring him, in order to get to meet those behind the venture in Kiev. He was so certain that what Mr D'Sousa was saying about the frame throwing requirement was nonsense that he had not found it necessary to inform any of the Association, Mr Higgins, Ms Mitchell or Mr Stewart of what had been said. Once in Kiev, when it rapidly became apparent to him that Mr D'Sousa had in fact been telling the truth, he was intimidated into acting as he did. He gave no explanation for the failure to report the matter to the Association thereafter.

I was unimpressed by Mr Mooney as a witness and I found much of his account highly implausible. I very strongly suspect that he intended to put the corrupt agreement alleged by the Association into effect without having decided precisely how he would do this (given that Mr Higgins would clearly not be cooperative). His motivation throughout was, I find, financial self interest, in particular having regard to the very valuable sponsorship undertakings being offered by Mr D'Sousa and his colleagues.

However, I have concluded that it is unnecessary for me to make such a factual finding, since it would have no impact on the sanctions which I have decided appropriate on the basis of factual findings that it is accepted on Mr Mooney's behalf are open to me.

It seems to me that, on any view, in the light of the factual summary which I have set out above, even if Mr Mooney did not intend to carry out the agreement reached, he committed the most egregious betrayals of trust – both in relation to the

Association, to which he owed fiduciary obligations as a Director and by reason of his great influence in the world of snooker, and to Mr Higgins whose entire career and professional future he inexplicably put at serious and wholly unjustifiable risk.

Mr Mooney resigned as a Director of the Association on 2 May 2010 and his membership of the Association (which derived from his position as a Director) was suspended (as were his privileges derived from his position as Mr Higgins' appointed representative) on 6 May 2010.

In my judgment, both those suspensions must be made permanent. Mr Phillips on Mr Mooney's behalf told me that his client's involvement in the world of snooker is at an end. So it should be. That must remain the case.

I do not intend additionally to impose any financial sanction on Mr Mooney other than that he must make a contribution to the Association's costs in the amount of £25,000. Mr Phillips has explained to me his client's precarious financial circumstances in the light of the recent events which have unfolded. It does not seem to me in the light of that information that an Order to make payment of a fine would be proportionate.

(D) Detailed Reasons

I have indicated to the parties that I would put into writing more detailed reasons for my conclusions set out above, should such be requested. I do not envisage that any such further reasons would require to be published.

8 September 2010