

Award
NASD Dispute Resolution, Inc.

In the Matter of the Arbitration Between:

J. Jeffrey Weisenfeld, (Claimant) vs. J.W. Barclay & Co., Inc. and John A. Bruno, (Respondents)

Case Number: 00-04290

Hearing Site: New York, New York

REPRESENTATION OF PARTIES

Claimant, J. Jeffrey Weisenfeld, hereinafter referred to as "Claimant": Daniel R. Solin, Esq., a sole practitioner, Bonita Spring, FL.

Respondents, J.W. Barclay & Co., Inc. ("Barclay") and John A. Bruno ("Bruno"): Henry C. Malon, Esq., a sole practitioner, New York, NY. Previously represented by: Charles Lake, Compliance Consultant, J.W. Barclay & Co., Inc., Woodbridge, NJ.

CASE INFORMATION

Statement of Claim filed on or about: September 25, 2000.

Claimant signed the Uniform Submission Agreement: September 27, 2000.

Joint Statement of Answer filed by Barclay and Bruno on or about: November 20, 2000.

Barclay did not sign a Uniform Submission Agreement.

Bruno signed the Uniform Submission Agreement: November 20, 2000.

CASE SUMMARY

Claimant asserted the following causes of action: failure to supervise; breach of fiduciary duty; securities fraud; misrepresentation; and violation of the NASD Rules of Fair Practice. Claimant's claim involved the stock of Cable & Co. Worldwide, Inc. ("CCWW").

Unless specifically admitted in their Answer, Respondents denied the allegations made in the Statement of Claim and asserted the following defenses: CCWW was a NASDAQ security, which in all characteristics mirrored the stocks that Claimant had purchased before establishing a relationship with Barclay; during the time that Claimant maintained his account with Barclay all transactions were authorized and paid for by Claimant; all of the transactions in Claimant's account were suitable given Claimant's investment methodology and financial resources; Claimant never complained to Respondents about the services that he received; and there were no violations of securities regulations committed by Respondents in the servicing of Claimant's account.

RELIEF REQUESTED

Claimant requested unspecified pecuniary damages, punitive damages, and attorneys' fees.

Barclay and Bruno requested dismissal of all claims and charges made against them, plus reimbursement of all fees incurred in defense of this claim.

OTHER ISSUES CONSIDERED AND DECIDED

Barclay did not file with NASD Dispute Resolution, Inc. a properly executed submission to arbitration but is required to submit to arbitration pursuant to the NASD Code of Arbitration Procedure and, having answered the claim, appeared and testified at the hearing, is bound by the determination of the Panel on all issues submitted.

The parties have agreed that the Award in this matter may be executed in counterpart copies or that a handwritten, signed Award may be entered.

AWARD

After considering the pleadings, the testimony and evidence presented at the hearing, the Panel has decided in full and final resolution of the issues submitted for determination as follows:

1. Barclay be and hereby is solely liable for and shall pay to Claimant the sum of \$54,576.31 as compensatory damages, plus interest at the rate of 3 1/2% accruing from June 27, 1996 through the date of this Award.
2. All claims against Bruno are hereby dismissed.
3. All other requests for relief are hereby denied.

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Dispute Resolution, Inc. will retain or collect the non-refundable filing fees for each claim:

Initial claim filing fee = \$ 250.00

Member Fees

Member fees are assessed to each member firm that is a party in these proceedings or to the member firm that employed the associated person at the time of the events giving rise to the dispute. In this matter, J.W. Barclay & Co., Inc. is a party.

Member surcharge	= \$1,200.00
Pre-hearing process fee	= \$ 600.00
Hearing process fee	= \$2,000.00

Adjournment Fees

Adjournments requested during these proceedings:

Oct. 9 & 10, 2001, adjournment by Claimant	= WAIVED
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Forum Fees and Assessments

The Panel assesses forum fees for each hearing session conducted. A hearing session is any meeting between the parties and the arbitrators, including a pre-hearing conference with the arbitrators, that lasts four (4) hours or less. Fees associated with these proceedings are:

One (1) Pre-hearing session with a single arbitrator x \$450.00	= \$ 450.00
Pre-hearing conference: July 31, 2001	1 session

Two (2) Pre-hearing sessions with Panel x \$1,000.00	= \$2,000.00
Pre-hearing conferences: May 7, 2001	1 session
July 9, 2001	1 session

Two (2) Hearing sessions x \$1,000.00	= \$2,000.00
Hearing Date: April 2, 2002	2 sessions

Total Forum Fees	= \$4,450.00
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1. The Panel has assessed \$1,483.33 of the forum fees against Claimant.
2. The Panel has assessed \$1,483.33 of the forum fees against Barclay.
3. The Panel has assessed \$1,483.33 of the forum fees against Bruno.

Fee Summary

1. Claimant be and hereby is solely liable for:

Initial Filing Fee	= \$ 250.00
<u>Forum Fees</u>	<u>= \$1,483.33</u>
Total Fees	= \$1,733.33
<u>Less payments</u>	<u>= \$1,575.00</u>
Balance Due NASD Dispute Resolution, Inc.	= \$ 158.33

2. Barclay be and hereby is solely liable for:

Member Fees	= \$3,800.00
<u>Forum Fees</u>	<u>= \$1,483.33</u>
Total Fees	= \$5,283.33
<u>Less payments</u>	<u>= \$ 0.00</u>
Balance Due NASD Dispute Resolution, Inc.	= \$5,283.33

3. Bruno be and hereby is solely liable for:

<u>Forum Fees</u>	<u>= \$1,483.33</u>
Total Fees	= \$1,483.33
<u>Less payments</u>	<u>= \$ 0.00</u>
Balance Due NASD Dispute Resolution, Inc.	= \$1,483.33

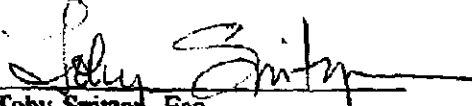
All balances are due and payable to NASD Dispute Resolution, Inc.

ARBITRATION PANEL

Toby Spitzer, Esq.	-	Public Arbitrator, Presiding Chair
Joseph J. Arata, Esq.	-	Public Arbitrator
Mark Hammaren	-	Industry Arbitrator

Concurring Arbitrators' Signatures

I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7507 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument which is my award.


Toby Spitzer, Esq.
Public Arbitrator, Presiding Chair

5/14/02
Signature Date

Joseph J. Arata, Esq.
Public Arbitrator

Signature Date

Mark Hammaren
Industry Arbitrator

Signature Date

May 15, 2002
Date of Service (For NASD office use only)

ARBITRATION PANEL

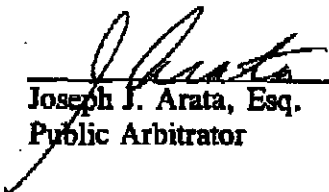
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