

JHC

NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.

:	In the Matter of the Arbitration Between	:
:		:
:	David Ogle	:
:	Cecil Ogle	:
:	Richard Ogle	:
:		:
:	Claimants	: CASE #89-02671
:		:
:	vs.	: AWARD
:		:
:	Legg Mason Wood Walker, Inc.	:
:	Joel Wohl	:
:		:
:	Respondents	:
:		:

CASE SUMMARY

In a claim filed with the National Association of Securities Dealers, Inc. on September 25, 1989 Claimants David Ogle, Cecil Ogle and Richard Ogle alleged they informed the Respondents that two preconditions must be met before making any investment namely the principal must be preserved completely and not be subject to reduction and that all of the money must be capable of being withdrawn in approximately six months without any early-withdrawal type of penalty or charge. Claimants further alleged the Respondents misrepresented to them that the investment in the Putnam High Income Government Trust fulfilled those preconditions when in fact it did not and alleged they never received a prospectus. Respondents Legg Mason Wood Walker, Inc. and Joel Wohl maintained the Respondent Joel Wohl was never advised by the Claimants that their investment was absolutely preconditioned on the principal not being subject to reduction or that the money could be withdrawn in six months without any early withdrawal penalty and denied that they ever misled the Claimants or misrepresented any facts to the Claimants concerning the Putnam Fund and maintained the Putnam Fund performed well in meeting Mr. Ogle's stated goal of covering his principal and interest payment on the mortgage he had assumed to raise the investment funds. Respondents further maintained the Claimants made an investment decision only after receiving the Fund's prospectus and having several discussions with Respondent Joel Wohl.

RELIEF REQUESTED

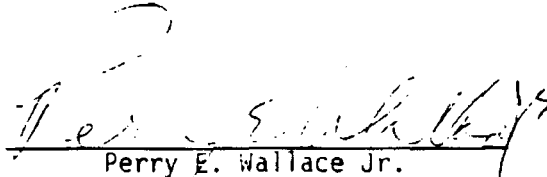
Claimants requested damages of \$29,994.77, plus payment of the equivalent of a fair return on the principal based upon average bank money market rates applicable to the period in question, plus reimbursement of arbitration costs. Respondents requested dismissal of claim, plus attorneys' fees and other costs in connection with the proceeding.

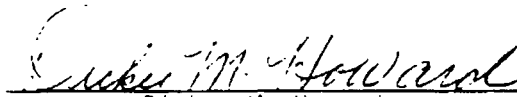
AWARD

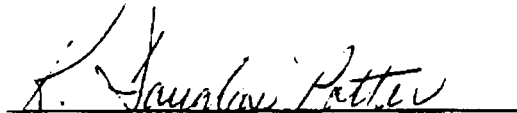
On May 31, 1990 the undersigned arbitrators heard the controversy between the parties as set forth in submissions to arbitration signed by Claimants David Ogle, Cecil Ogle and Richard Ogle on September 20, 1989 and by Respondent Legg Mason Wood Walker, Inc. on November 8, 1989 and by Respondent Joel Wohl on November 29, 1989. The hearing was conducted in Baltimore, MD and consisted of three (3) hearing sessions. The arbitration panel, having considered the pleadings, the testimony, and the evidence presented at the hearing, has determined in full and final resolution of the issues submitted for determination as follows:

1. The Respondent Legg Mason Wood Walker, Inc. shall be and hereby is liable and shall pay to the Claimants David Ogle, Cecil Ogle and Richard Ogle the sum of \$9,877.43 inclusive of interest.
2. The Respondent Joel Wohl shall be and hereby is liable and shall pay to the Claimants David Ogle, Cecil Ogle and Richard Ogle the sum of \$6,560.90 inclusive of interest.
3. The parties shall each bear their respective costs, including attorney's fees.
4. Pursuant to Section 43 of the Code of Arbitration Procedures, the National Association of Securities Dealers, Inc. shall retain the \$400 filing fee previously deposited by the Claimants. In addition, the Respondents Legg Mason Wood Walker, Inc. and Joel Wohl shall be and hereby are liable jointly and severally and shall pay to the National Association of Securities Dealers, Inc. the sum of \$800 to represent forum fees.

CONCURRING ARBITRATORS


Perry E. Wallace Jr.


Dickee M. Howard


K. Douglas Potter

DATED: May 31, 1990