

N.A.S.D. BOARD

In the Matter of the Arbitration Between

Name of Claimant

Bryce Broughton

90-01945

Name of Respondent

Shearson Lehman Hutton, Inc.

REPRESENTATION

For Claimant Bryce Broughton: Martin Fletcher, Sr., Esq. of Rothberg, Gallmeyer Fruechtnicht & Logan, Fort Wayne, Indiana.

For Respondent Shearson Lehman Hutton, Inc.: Jerry M. Santangelo, Esq. of Neal Gerber & Eisenberg, Chicago Illinois.

CASE INFORMATION

Statement of Claim filed on July 12, 1990.

Claimant's Submission Agreement signed on July 6, 1990.

Statement of Answer filed by Respondent, Shearson Lehman Hutton, Inc. on September 12, 1990.

Respondent, Shearson Lehman Hutton, Inc.'s Submission Agreement signed on August 9, 1990.

HEARING INFORMATION

Hearing Date/Session: February 12, 1992 for one (1) session.

Hearing Location: Indianapolis, Indiana.

CASE SUMMARY

Claimant Bryce Broughton ("Broughton") alleged that he purchased 5000 units of Petrolane Partners limited partnership from Respondent Shearson Lehman Hutton, Inc. ("Shearson") and that Shearson, through its agent, advised Broughton to make an investment in America First Financial Fund. Broughton alleged that Shearson, through its agent, misrepresented to Broughton when advising Broughton that he had to sell his interest in Petrolane before making the investment in America First Financial Fund.

Respondent Shearson alleged that Broughton, of his own free will, determined to sell his interest in Petrolane.

RELIEF REQUESTED

Claimant Bryce Broughton requested an award in the sum of \$45,000.00 plus interest, attorney's fees, and costs of the action.

Respondent Shearson Lehman Hutton, Inc. requested that the panel dismiss the claim in its entirety, and that the panel award Shearson such further relief deemed appropriate and equitable under the circumstances.

OTHER ISSUES

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. In either case, the parties have agreed to receive conformed copies of the Award while the originals remain on file with the NASD.

AWARD

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

1. The claim shall be and hereby is denied in its entirety;
2. Claimant Bryce Broughton shall be and hereby is liable for and shall pay to the Respondent, attorney's fees, in the amount of Two Thousand Dollars and no cents (\$2000). A majority of the panel awards attorney's fees pursuant to Indiana Code, Section 34-1-32-1. Chairman Wayne Davis, Esq. would not award attorney's fees to the Respondent.


FORUM FEES

Pursuant to Section 43c of the Code of Arbitration Procedure, the following Forum Fees are assessed:

1 session x \$400 = \$400 minus hearing session deposit of \$400 = \$0 due.

By The Arbitration Panel:

Dated:


Wayne Davis, Esq.
Public Arbitrator, Chairman

4-16-92

E. Lou Jones
Public Arbitrator

Robert H. Springer
Industry Arbitrator

FORUM FEES

Pursuant to Section 43c of the Code of Arbitration Procedure, the following Forum Fees are assessed:

1 session x \$400 = \$400 minus hearing session deposit of \$400 = \$0 due.

By The Arbitration Panel:

Dated:

Wayne Davis, Esq.
Public Arbitrator, Chairman

E. Lou Jones
Public Arbitrator

Robert H. Springer
Industry Arbitrator

March 31, 1992

FORUM FEES

Pursuant to Section 43c of the Code of Arbitration Procedure, the following Forum Fees are assessed:

1 session x \$400 = \$400 minus hearing session deposit of \$400 = \$0 due.

By The Arbitration Panel:

Dated:

Wayne Davis, Esq.
Public Arbitrator, Chairman

E. Lou Jones
Public Arbitrator

Robert H. Springer

Robert H. Springer
Industry Arbitrator

3/26/92
