

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant

Martiel C. Ross

94-01161

Name of Respondents

Olde Discount Corporation
Murray Carter

CASE SUMMARY

In a claim filed with the National Association of Securities Dealers, Inc. on March 28, 1994, Claimant Martiel C. Ross, who appeared Pro Se, alleged that Respondent Olde Discount Corporation ("Olde"), through its agent, Murray Carter ("Carter"), made unauthorized trades in her account and failed to promptly deliver a check liquidating a portion of her account, and that as a result of the above, Claimant has suffered a loss for which Respondents should be held liable. Claimant further alleged that on August 27, 1993, she placed a good till canceled order to buy 1,000 shares of Solar Financial ("Solar") at \$5. Claimant contended that after a few days with no execution, she called and instructed Carter to raise the price of the order to \$5 3/8. Claimant alleged that on the advice of Respondent Carter, she agreed to purchase Charlotte, NC Convention Fac. Bonds, but told Carter that she would not have the available funds for a few weeks. Claimant alleged that after receiving confirmation of a September 16, 1993 bond purchase, she called Carter who reassured her that it was a mistake and would not settle until a later date. Claimant further alleged that on September 15, she received confirmation for 1,000 shares of Solar at 5, which confused her, but she assumed that Carter had received a better price, and that she later received an account statement which showed 2,000 shares of Solar were bought. Claimant contended that she called Respondent Carter who told her that she had placed a second order for Solar on September 8. Claimant further contended that she told Carter that he must have placed a new order instead of raising the price on the original order, which he denied. Claimant Ross asserted that because she had lost confidence in Respondent Carter, she decided to liquidate her account, but that after numerous problems in attempting to receive a check, she finally had the funds wired to another account. Claimant contended that as a result of the above, she has suffered a loss for which Respondents should be held liable.

Respondents Olde Discount Corporation and Murray Carter, through their representative and in-house counsel, Amy K. Richards, Detroit, MI, maintained that pursuant to a full investigation by the NASD, it had been concluded that no action against Olde or Carter was warranted. Respondent further alleged that Claimant's Statement of Claim does not accurately reflect the sequence of events as they arose with respect to the Solar stocks. Respondents further maintained that prior to August 27, 1993, Claimant never placed an order to purchase Solar at \$5.00 which Carter failed to cancel, but that she did place a

limit order to purchase Solar at \$5 3/8 on August 24, 1993. Respondents contended that after this trade on August 27, Claimant placed a limit order on September 8, and therefore placed orders to purchase 2,000 shares of Solar. Respondents further contended that Olde has taken all necessary steps to compensate the Claimant for the account liquidation errors. Respondents maintained that no wrongdoing was committed, and therefore they should not be held liable.

RELIEF REQUESTED

Claimant Martiel C. Ross requested \$5,123.74 in actual damages, plus interest and filing fees.

Respondents Olde Discount Corporation and Murray Carter requested that the claims of the Claimant be dismissed.

AWARD

Pursuant to Section 13 of the NASD, Inc. Code of Arbitration Procedure, a single Public Arbitrator, Hugh M. Eggen, was selected to review the matter in controversy between the parties set forth in submissions to Arbitration signed by the Claimant Martiel C. Ross, on March 9, 1994, and by the Respondent Olde Discount Corporation, on February 14, 1995, and by Respondent Murray Carter, on February 18, 1995.

And, the Arbitrator, having considered the proof of the parties, has decided and determined in full and final resolution of the issues submitted for determination as follows:

1. The claims of the Claimant Martiel C. Ross, against Respondents Olde Discount Corporation and Murray Carter, are dismissed in their entirety.
2. The parties shall bear their respective costs.
3. The \$75.00 filing fee previously deposited with the National Association of Securities Dealers, Inc. by the Claimant Martiel C. Ross, shall be retained by the NASD, Inc.

AFFIRMATION

I, **HUGH M. EGGAN**, do hereby affirm upon my oath as arbitrator that I am the individual described herein and who executed this instrument, which is my oath and award.


HUGH M. EGGAN

DATE OF DECISION: December 26, 1995