

NASD REGULATION, INC.
AWARD

In the Matter of the Arbitration Between

Name of Claimant

Jan Blau

95-00646

Name of Respondent

Philip John Milligan

REPRESENTATION

Claimant Jan Blau ("Claimant") appeared *pro se*.

Respondent Philip John Milligan ("Respondent") appeared *pro se*.

CASE INFORMATION

Claimant's Statement of Claim was filed on February 6, 1995.

Claimant's Amended Statement of Claim was filed on September 5, 1995.

Claimant's Submission Agreement was signed on January 25, 1995.

Respondent did not file a Statement of Answer or an executed Submission Agreement.

HEARING INFORMATION

Pre-Hearing Conferences:	March 4, 1997	Two Sessions
	May 2, 1997	One Session
	June 9, 1997	One Session
	November 6, 1997	One Session - Full Panel
Hearing Dates/Sessions:	October 28, 1996	One Session
	November 26, 1997	One Session
	December 9, 1997	One Session
	January 15, 1998	Two Sessions
	April 29, 1998	Two Sessions

The hearings were conducted at the offices of NASD Regulation, Inc. located in New York, New York.

CASE SUMMARY

Claimant alleged that Respondent was a franchisee of Barron Chase. Claimant alleged that Respondent, on his behalf, bought and sold a number of IPOs. Claimant asserted that he never received a prospectus on any of the IPOs, with the exception of one for Hillside Bedding. Claimant alleged that on, June 18, 1993, Respondent informed him that all of Claimant's funds were used to purchase Nanometrics ("NANO"). In addition, Claimant alleged that Respondent requested that he send an additional \$4,000.00 to cover the purchase. Claimant asserted that he told Respondent that no additional funds were going to be sent and that he wanted to diversify his portfolio. Claimant alleged that Respondent disregarded his instructions and placed all of his funds in one stock. Claimant further alleged that he later learned that NANO was not an IPO but a public, traded stock, which was inconsistent with the previous transactions between Claimant and Respondent. Claimant asserted that Respondent had an obligation to inform him that NANO was not an IPO as well as the price and price history of the stock. Claimant further asserted that Respondent later informed him that Barron Chase was the market maker in NANO. Claimant alleged that Respondent wrongfully used his funds to purchase a security that was not in his best interest.

RELIEF REQUESTED

Claimant requested damages in the amount of \$19,500.00, plus punitive damages in the amount of \$10,000.00, together with interest and attorneys' fees.

OTHER ISSUES CONSIDERED & DECIDED

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 original remains on file with the NASD.

The parties agreed to proceed with two arbitrators presiding at the hearing in this matter.

The panel made the following determinations concerning Respondent who did not file a Statement of Answer or a Submission Agreement:

1. Pursuant to Rule 10101 of the Code of Arbitration Procedure (the "Code"), the arbitrators found subject matter jurisdiction over this entire controversy.
2. The panel found that Respondent was a person associated with a member of the NASD at the time this controversy arose. Accordingly, the panel found personal jurisdiction over Respondent pursuant to Rule 10301 of the Code.
3. The panel found that Respondent was required to file a Statement of Answer and Submission Agreement with NASD Regulation pursuant to Rule 10314(b) of the Code. In this regard, the panel found that the Statement of Claim was properly served upon Respondent pursuant to Rule 10314 (a) of the Code.

AWARD

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

1. Claimant's claims are hereby dismissed in their entirety.
2. All other requests are hereby denied.

OTHER COSTS

Pursuant to Rule 10333 of the Code of Arbitration Procedure Barron Chase Securities, Inc. shall pay to NASD Regulation, Inc. the \$200.00 past due member surcharge previously invoiced.

FORUM FEES

Pursuant to Rule 10332(c) of the NASD Regulation Code of Arbitration Procedure, the arbitrators have determined that the NASD will retain the \$100.00 non-refundable filing fee deposited by Claimant and have assessed the following Forum Fees:

4 Pre-hearing conferences x \$300.00	=	\$1,200.00
1 Pre-hearing conference (with panel) x \$400.00	=	\$ 400.00
7 Hearing sessions x \$400.00	=	\$2,800.00
 Total Forum Fees	 =	 \$4,400.00

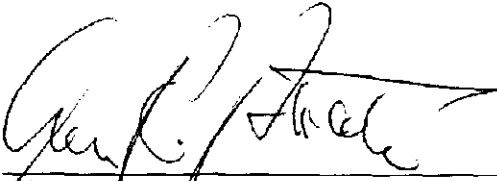
1. Claimant be and hereby is liable for the sum of \$2,200.00 representing one-half of the total forum fees assessed. Claimant previously deposited \$150.00 with NASD Regulation, Inc., and, therefore, Claimant shall remit the \$2,050.00 remaining balance.
2. Respondent be and hereby is liable for and shall pay the sum of \$2,200.00 representing one-half of the total forum fees assessed.

Fees are payable to NASD Regulation, Inc.

ARBITRATION PANEL

Alan R. Sloate, Esq. - Public Chairperson
Rudolph F. Barth - Industry Arbitrator

CONCURRING ARBITRATOR'S SIGNATURE



Alan R. Sloate, Esq.
Chairperson - Public Arbitrator

Date of decision: JULY 15, 1998

I, Alan R. Sloate, Esq., 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.

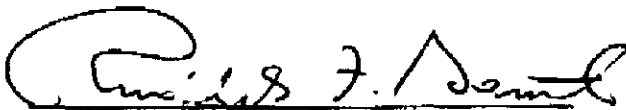


Alan R. Sloate, Esq.

ARBITRATION PANEL

Alan R. Sloate, Esq. - Public Chairperson
Rudolph F. Barth - Industry Arbitrator

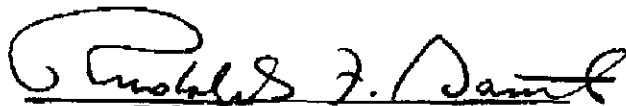
CONCURRING ARBITRATOR'S SIGNATURE



Rudolph F. Barth
Industry Arbitrator

Date of decision: JULY 15, 1998

I, Rudolph F. Barth, 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.



Rudolph F. Barth