

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant

Bonnie Hunter

9606127
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Securities Dealers, Inc.

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95-03058

Name of Respondent

R.G. Dickinson and Company

REPRESENTATION

For Claimant: Bonnie Hunter ("Hunter") was represented by Maurice J. Barry, Esq. and Marc E. Lane, Esq. of Ostling, Ensign & Barry, located in Bloomington, Illinois.

For Respondent: R.G. Dickinson and Company ("Dickinson") was represented by Barbara Bennett, Esq. of R. G. Dickinson and Company, located in Bloomington, Illinois.

CASE INFORMATION

Statement of Claim filed: June 26, 1995.

Claimant's Submission Agreement signed on: April 6, 1995

Statement of Answer filed by Respondent on: September 25, 1995

Respondent did not file an executed Submission Agreement.

HEARING INFORMATION

Pre-Hearing Conference: None Held.

Hearing Dates/Sessions: June 3, 1996 for Two (2) sessions.

Hearing Location: Chicago, Illinois.

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CASE SUMMARY

Claimant Hunter alleged that Respondent Dickinson improperly placed funds which were for a joint account for Claimant and a William Black ("Black") into an individual account for Mr. Black. Upon the death of Mr. Black, all funds in the account were transferred to Mr. Black's estate instead of to Hunter as the sole surviving joint account holder.

Respondent Dickinson denied the material allegations of the Statement of Claim, asserting that:

1. On January 20, 1989, pursuant to Black's **instructions**, an individual account was opened for him at Dickinson for the purpose of purchasing shares of the Franklin Securities U.S. Government Fund;
2. The sum of **\$60,000.00** was deposited and an order for the purchase of the Franklin shares was entered. Black specifically instructed that the shares be held at Franklin and that distributions be made to Black's address of record. All further correspondence regarding the Franklin shares would be directed to Black from Franklin and Dickinson was no longer involved by January 27, 1989;
3. On February 2, 1989, Dickinson received a signed customer agreement from Black which bore Claimant's name on the joint party's signature line and a handwritten note requesting that Hunter be a "cosigner" on the account. This was the first time anyone at Dickinson knew that Hunter was to be on the account and Dickinson immediately updated the account to reflect joint account status;
4. No further business was conducted through Dickinson by Black or Hunter. All correspondence regarding the account went directly from Franklin to Black. During the three years Black owned the account before his death, it is clear that the account information sent to him indicated that the account remained in Black's name alone. It was Claimant's or Black's responsibility to notify Franklin of any change of registration.

In addition, Respondent asserted several affirmative defenses.

RELIEF REQUESTED

Claimant requested entry of an award against Respondent for the sum of **\$60,000.00** plus interest from January 27, 1989, costs of proceeding, and such other relief as the Panel found proper.

Respondent requested that Claimant's claims be dismissed in their entirety.

9/16/01/27

OTHER ISSUES CONSIDERED & DECIDED

Respondent R. G. Dickinson and Company did not file an executed submission agreement, but is required to submit to arbitration pursuant to Section 12 of the NASD Code of Arbitration Procedure and did fully participate in the hearing proceedings.

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, and argument of counsel, the undersigned arbitrators have decided in full and final resolution of the issues submitted for determination as follows:

1. Respondent R.G. Dickinson and Company is liable for and shall pay to the Claimant, Bonnie Hunter, the sum of **\$31,044.11** as damages;
2. The parties shall bear their own costs of arbitration, including attorneys' fees. except for those specifically enumerated herein: and
3. Any relief not specifically awarded is hereby denied.

OTHER COSTS

Respondent R.G. Dickinson and Company is liable for and shall pay to the NASD the sum of **\$300.00** as the member surcharge required pursuant to Section 45 of the NASD Code of Arbitration Procedure.

FORUM FEES

Pursuant to Section 43(c) of the Code of Arbitration Procedure, the following Forum Fees are assessed: Two (2) sessions x \$500.00 per session = **\$1,000.00**.

The National Association of Securities Dealers, Inc. shall retain the \$150.00 non-refundable claim filing fee. In addition the NASD shall retain the \$500.00 hearing session deposit previously deposited by the Claimant, Bonnie Hunter, as forum fees. Furthermore, Respondent **R.G. Dickinson** is liable for and shall pay to the NASD the sum of \$500.00 as forum fees.

N.A.S.D. Arbitration No. 95-03058
Award Page Four of Four

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Fees are payable to the National Association of Securities Dealers, Inc.

Concurring Arbitrators' Signatures
Name

Date

June 3, 1996

June 3, 1996

June 3, 1996

For NASD Use Only
Date of Decision: June 3, 1996

N.A.S.D. Arbitration No. 95-03058
Award Page Four of Four

9606127

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Concurring Arbitrators' Signatures
, Name

Date

/s/ Robert S. Sugarman, Esq.
Robert S. Sugarman, Esq.
Public Arbitrator
Chairperson

June 3, 1996

/s/ Samuel Weisbard, Esq.
Samuel Weisbard, Esq.
Public Arbitrator

June 3, 1996

/s/ Gwendolyn J. Bandt
Gwendolyn J. Bandt
Industry Arbitrator

June 3, 1996

For NASD Use Only
Date of Decision: June 3, 1996