

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant

Jeffrey B. Meltzer

96-01131

Name of Respondents

Quick & Reilly, Inc.
Robert W. Bayliff

CASE SUMMARY

In a case filed with the National Association of Securities Dealers, Inc. on March 14, 1996, claimant Jeffrey B. Meltzer ("claimant"), who appeared Pro Se, alleged that respondents Quick & Reilly, Inc. ("Quick") and Robert W. Bayliff ("Bayliff"), did not act in his best interest with regard to the sale of Alliance North American Government Income Trust ("ANAGIT"). Claimant further alleged that in November 1993, Bayliff presented ANAGIT as a stable market. Claimant also alleged that Bayliff neglected to mention the volatility of the fund due to the value of the Peso. Claimant asserted that on December 26, 1994, he phoned Bayliff and asked him to sell his position in ANAGIT. Claimant further asserted that Bayliff indicated to him that he would sell the shares of ANAGIT and would talk to his office manager to see if they would forego the commissions in connection with the sale. Claimant also asserted that on December 27, 1994, Bayliff contacted him and indicated that he had not sold his position, and that he was not able to get his office to agree to forego the commissions. Claimant contended that prior to this call, he was under the impression that the sale had already been completed. Claimant further contended that as a result of Bayliff's refusal to execute his order he suffered an additional loss of \$700.00 after the sale of ANAGIT.

Respondents Quick and Bayliff (collectively referred to as "respondents"), through their representative and Assistant Vice President Christopher McSherry, maintained that in November 1993, claimant met with Quick's Sherman Oak office and stated he was in search of high yielding investments. Respondents further maintained that claimant was informed about the risks involved with ANAGIT, including the risks associated with emerging markets, such as share price fluctuation due to changes in foreign exchange rates. Respondents also maintained that claimant was given both an annual report and an information sheet for ANAGIT. Respondents contended in December 1994, the Bank of Mexico announced a 15.3% devaluation of the Mexican Peso, and this coupled with the steadily declining U.S. Treasury market resulted in a significant decline in the net asset value of ANAGIT. Respondents further contended that claimant sold his shares on December 23, not on December 27. Respondents also contended that it was impossible for claimant to have called and spoke to Bayliff on December 26, 1994, due to the facts that they were not open for business, and the market was closed. Respondents maintained that claimant's accusations and claims are unfounded.

RELIEF REQUESTED

Claimant Jeffrey B. Meltzer requested \$3,331.88 in actual damages.

Respondents Quick & Reilly, Inc. and Robert W. Bayliff requested that the claim of the claimant be dismissed in its entirety.

AWARD

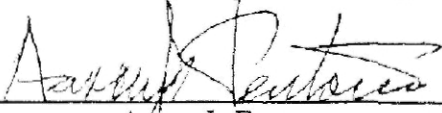
Pursuant to Section 13 of the NASD, Inc. Code of Arbitration Procedure, a single Public Arbitrator, Aaron J. Fenton, was selected to review the matter in controversy between the parties set forth in submissions to Arbitration signed by the claimant Jeffrey B. Meltzer, on March 12, 1996, and by respondents Quick & Reilly, Inc. on May 28, 1996, and Robert W. Bayliff on May 10, 1996, as required by Sections 12 and 13 of the NASD Code of Arbitration Procedure.

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 Jeffrey B. Meltzer against respondents Quick & Reilly, Inc. and Robert W. Bayliff are dismissed in their entirety.
2. The parties shall bear their respective costs.
3. The \$125.00 filing fee previously deposited with the National Association of Securities Dealers, Inc. by the claimant Jeffrey B. Meltzer shall be retained by the NASD, Inc.

AFFIRMATION

I, **AARON J. FENTON**, 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.



Aaron J. Fenton

Date of Decision: August 30, 1996