

AWARD

NASD Regulation, Inc. Office of Dispute Resolution

In the Matter of the Arbitration Between

Name of Claimant

Ardath Coolidge Trust

and

96-05349

Name of Respondent

Smith Barney, Inc.

REPRESENTATION OF PARTIES

Ardath Coolidge Trust ("**Claimant**") was represented by Robert D. Lee, Esq., Hardig, Lee and Groves, South Bend, Indiana.

Smith Barney, Inc. ("**Respondent Smith Barney**") were represented by Etta M. Gumbs, Esq., Smith Barney, Inc., New York, New York.

CASE INFORMATION

The Statement of Claim was filed on or about December 2, 1996. Submission Agreement of Claimant Ardath Coolidge Trust was signed on January 24, 1997 by Etta K. Nevel as Trustee of the Ardath Coolidge Trust and on February 24, 1997 by Curtis H. Coolidge as Successor Co-Trustee of the Ardath Coolidge Trust.

Statement of Answer was filed by Respondent Smith Barney, Inc. on or about April 28, 1997. Submission Agreement of Respondent Smith Barney, Inc. was signed on May 2, 1997 by Etta M. Gumbs.

HEARING INFORMATION

The hearing was held on Tuesday, January 13, 1998 in Chicago, Illinois for a total of one (1) session.

CASE SUMMARY

Claimant alleged that Respondent failed to timely transfer \$50,000 from the account of Ardath Coolidge prior to her death and as a result, Ms. Coolidge's estate was charged with Federal and State taxes.

Respondent denied the allegations set forth in the Statement of Claim. Respondent specifically stated that the actions of Ms. Coolidge and Claimant caused the delays that resulted in the imposition of taxes. It was stated that Ms. Coolidge never advised Respondent whether she wanted to transfer shares of mutual funds or liquidate her positions in the mutual funds in order to carry out her intended distribution. Respondent stated that on two occasions Craig Blue attempted to obtain directions and authorization from Ms. Coolidge.

RELIEF REQUESTED

Claimant requested an award in the total amount of \$31,300.

Respondent requested that the claims asserted against them be dismissed in their entirety.

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(s) remain on file with the NASD Regulation, Inc. Office of Dispute Resolution.

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 claims asserted in this matter shall be and hereby are dismissed in their entirety. Claimant shall take nothing on this claim.
2. Each party shall bear its own costs, expenses and fees, including but not limited to attorneys' fees, incurred in this matter not specifically enumerated herein.

FORUM FEES

Forum fees are calculated at the rate of \$400 per hearing session and \$300 for each pre-hearing conference, if any. There were one (1) session x \$400 = \$400 in forum fees. Pursuant to Rule 10332(b) of the NASD Code of Arbitration Procedure (the "Code"), a hearing session is any meeting between the parties and the arbitrator(s), including a pre-hearing conference with an arbitrator, which lasts four (4) hours or less.

Pursuant to Rule 10332(c) of the Code, the NASD Regulation, Inc. Office of Dispute Resolution (the "NASD") shall **retain** the non-refundable filing fee in the amount of \$120 and shall **refund** the hearing session deposit in the amount of \$400 previously deposited with the NASD by the Claimant Ardath Coolidge Trust. Respondent Smith Barney, Inc. shall be and hereby is liable for and shall pay to the NASD the sum of \$400 as forum fees.

Pursuant to Rule 10333 of the Code, the NASD shall **retain** the non-refundable member surcharge in the amount of \$200 previously paid to the NASD by Respondent Smith Barney. **Fees are payable to the NASD Regulation, Inc. Office of Dispute Resolution.**

/s/ Kevin J. Conway, Esq.

Kevin J. Conway, Esq.
Public Arbitrator, Presiding Chair

Dated:

January 13, 1998

/s/ Mary A. Duffy, Esq.

Mary A. Duffy, Esq.
Public Arbitrator

January 14, 1998

/s/ Henry G. Nothnagel

Henry G. Nothnagel
Industry Arbitrator

January 13, 1998