

Award
NASD Regulation, Inc.

In the Matter of the Arbitration Between:

Arnold S. Noler, (Claimant) vs. Chase Manhattan Bank, (Respondent)

Case Number: 99-03130

Hearing Site: New York, New York

REPRESENTATION OF PARTIES

Claimant, Arnold S. Noler, hereinafter referred to as "Claimant", appeared *pro se*.

Respondent, Chase Manhattan Bank, hereinafter referred to as "Respondent": Michael A. O'Connor, Esq., Vice President and Assistant General Counsel, Chase Manhattan Bank, New York, NY.

CASE INFORMATION

Statement of Claim filed on or about: July 1, 1999.

Response to Motion to Dismiss filed on or about: February 19, 2000.

Claimant signed the Uniform Submission Agreement: June 24, 1999.

Statement of Answer and Motion to Dismiss filed by Respondent on or about: February 1, 2000.

Respondent did not sign the Uniform Submission Agreement.

CASE SUMMARY

Claimant asserted the following cause of action: interest payments on municipal bonds were not received.

Unless specifically admitted in its Answer, Respondent denied the allegations made in the Statement of Claim and asserted the following defenses: the NASD does not have jurisdiction to hear this arbitration claim against Respondent; the Statement of Claim fails to state a claim upon which relief can be granted; this claim is barred by the statute of limitations and Rule 10304 of the NASD Code of Arbitration Procedure; the claim is barred by the doctrines of waiver, estoppel, laches, and unclean hands; and Claimant's losses, if any, were caused by his own conduct.

RELIEF REQUESTED

Claimant requested compensatory damages in the amount of \$6,093.75.

Respondent requested that the Statement of Claim be dismissed in its entirety and that Respondent be awarded all of the costs and expenses it has incurred in this arbitration.

OTHER ISSUES CONSIDERED AND DECIDED

Respondent did not file with the NASD Regulation, Inc. Office of Dispute Resolution a properly executed submission to arbitration but is required to submit to arbitration pursuant to the NASD Code of Arbitration Procedure (the "Code") and, having answered the claim, is bound by the determination of the Arbitrator on all issues submitted.

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.

AWARD

During the pre-hearing conference call, the parties agreed to abide by the undersigned Arbitrator's determination based on submission of the papers filed. The following represents the undersigned Arbitrator's decision.

Respondent's agreement was predicated on the Arbitrator's ruling on its Motion to Dismiss on several grounds including, *inter alia*, that the claim was time-barred. Rule 10304 of the Code provides, in pertinent part, that

No dispute, claim or controversy shall be eligible for submission to arbitration under this Code where six (6) years have elapsed from the occurrence or event giving rise to the act, dispute, claim or controversy.

The parties agree that there are no factual issues in dispute. Claimant failed to assert his claim until more than six (6) years had elapsed after he discovered - in 1986 - that he had lost his New York State Power bearer bond coupons. He completed an Affidavit for Lost Securities in 1994 and notified Respondent of his claim later that year. Therefore, approximately eight (8) years elapsed before Claimant gave Respondent actual notice of his claim.

Moreover, Claimant only sought to pursue his claim with NASD in 1999, an additional five (5) years later, making the period from discovery to formal claim an estimated thirteen (13) years.

For these reasons, Claimant is now estopped from asserting his claim not only because of the time limitations imposed by Rule 10304 of the Code but also because of his long delay (laches) in seeking relief from this body. Since Claimant is precluded from relief on these grounds, there is no need to consider the other grounds for dismissal asserted by Respondent.

SO ORDERED:DISMISSED

FEES

Pursuant to the Code, the following fees are assessed:

Filing Fees

NASD Regulation, Inc. will retain or collect the non-refundable filing fees for each claim:
Initial claim filing fee = \$ 75.00

Member Fees

Member fees are assessed to each member firm or MSRB registrant that is a party in these proceedings or to the member firm or MSRB registrant that employed the associated person at the time of the events giving rise to the dispute. In this matter, Chase Manhattan Bank is a party.

Member surcharge = \$300.00

Forum Fees and Assessments

The Arbitrator assesses forum fees for each hearing session conducted. A hearing session is any meeting between the parties and the arbitrator, including a pre-hearing conference with the arbitrator, that lasts four (4) hours or less. Fees associated with these proceedings are:

One (1) Pre-hearing session with a single arbitrator x \$250.00 = \$250.00

Pre-hearing conference: June 20, 2000 1 session

Total Forum Fees = \$250.00

The Arbitrator has assessed the entire amount of the forum fees against Claimant.

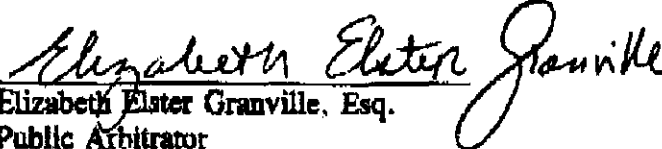
Fee Summary

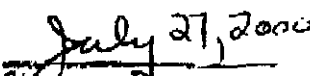
1. Claimant be and hereby is solely liable for:	
Initial Filing Fee	= \$ 75.00
<u>Forum Fees</u>	<u>= \$250.00</u>
Total Fees	= \$275.00
<u>Less payments</u>	<u>= \$325.00</u>
Refund Due Claimant	= \$ 50.00
2. Respondent be and hereby is solely liable for:	
Member Fees	= \$300.00
Total Fees	= \$300.00
<u>Less payments</u>	<u>= \$ 0.00</u>
Balance Due NASD Regulation, Inc.	= \$300.00

All balances are due and payable to NASD Regulation, Inc.

Arbitrator's Signature

I, the undersigned arbitrator, do hereby affirm, pursuant to Article 7307 of the Civil Practice Law and Rules, that I am the individual described herein and who executed this instrument which is my award.


Elizabeth Elster Granville, Esq.
Public Arbitrator


Signature Date

July 27, 2000
Date of Service (For NASD office use only)