

In the Matter of Paul Anthony Triscott

Case Number: SCT/66
Date of Hearing: 19 March 2002
Appearing Before: Ms CC Endicott (Chair)
Mr G Fox
Ms I Vallin-Thorpe (Lay Member)
Penalty: Struck Off

Charge 1

The practitioner misrepresented to R the value of the security offered in relation to a proposed loan by R to PRPL in the sum of \$250,000 and the purpose of that loan.

Particulars

- 1.1 On or about 15 June 1998, the practitioner's nominee mortgage company, Lex Nominees Pty Ltd ("Lex") advanced the sum of \$1,235,000 to OPL on security of a first mortgage over commercial premises at Bundall ("the Bundall Property") which had been valued on 21 April 1998 by J in the sum of \$1.9 million; the J valuation was made on the basis that the Bundall premises were leased for three years from 23 April 1998;
- 1.2 The lessee of the Bundall Property defaulted and paid no rent in respect of the period after June 1998;
- 1.3 By valuation dated 15 December 1998, J valued the Bundall Property, on the basis of a mortgagee sale with vacant possession, in the sum of \$1,300,000;
- 1.4 Lex sold the Bundall Property as mortgagee to PRPL for the sum of \$1,300,000, which sale settled on 16 December 1998. Lex advanced the sum of \$1,235,000 to J on 16 December 1998 to fund PRPL's purchase of the Bundall Property from O;
- 1.5 In or about December 1998, the practitioner submitted to R a proposal that R lend to PRPL the sum of \$250,000 on the security of a second mortgage over the Bundall Property. The proposal was set out in a document dated 1 December 1998 headed "Triscott & Associates Mortgage Investment Synopsis"

which provided, inter alia, the following information:

- (a) that the property was subject to a registered first mortgage securing an interest only loan of \$1,250,000;
 - (b) that J had valued the property at \$1.9 million in April 1998 on a fully leased basis;
 - (c) that the loan to value ratio would initially be 79% reducing to 65.7% by 31 January 1999 when the first mortgage debt was to be reduced to \$1 million; those ratios were calculated on the basis that the current market value of the Bundall Property was \$1.9 million;
 - (d) that the purpose of the loan was to assist refurbishment of the Bundall Property into six strata titled tenancies, the cost of which refurbishment was \$300,000 of which \$50,000 had been spent;
- 1.6 The practitioner thereby represented to R that the then current market value of the Bundall Property was \$1.9 million;
 - 1.7 The practitioner failed at any time prior to R making the advance of \$250,000 on 16 December 1998 to inform R that:
 - (a) the lessee of the Bundall Property had defaulted and that the property was vacant;
 - (b) the basis of the J valuation dated 21 April 1998 had therefore ceased to exist;
 - (c) J had on 15 December 1998 valued the property at \$1,300,000;
 - (d) the purchase price to be paid by PRPL was only \$1,300,000;
 - 1.8 The loan by R in the sum of \$250,000 was not, in fact, applied to refurbishment of the Bundall Property but instead was applied on settlement on 16 December 1998 as follows:

Disbursements re loan to PRPL	\$55,220.75
Interest and monitoring fees July-Aug 1998 re loan to O	\$23,670.84
Interest and monitoring fees Sept-Nov 1998 re loan to O	\$47,856.24
Interest and monitoring fees Dec 1998 re loan to O	\$11,835.42
Bank charges	\$180.00
Federal debits tax	<u>\$ 24.00</u>
Total (actually \$83,566.50, but miscalculated as)	\$83,566.40

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Less paid by O:		
21.07.98	\$11,935.42	
28.09.98	<u>\$16,000.00</u>	\$55,630.98
Outlays re O default		\$1,500.00
Outlays re second mortgage advance by R	\$1,637.00	
Interest prepaid to R	\$4,250.00	
PR	<u>\$131,761.27</u>	
		<u>\$250,000.00</u>

1.9 In or about May 2000, PRPL sold the Bundall Property for \$1,150,000.00 and the practitioner received on behalf of Lex as first mortgagee a net amount of \$1,078,408.18. R received nothing from the sale of the property and the debt to R remains unpaid.

Charge 2

The practitioner entered into an agreement with Lex and with Triscott Nominees Pty Ltd (“Triscott Nominees”) in relation to the provision by the practitioner of an “interest guarantee” in circumstances in which:

- (a) the practitioner’s personal interest was in conflict with the interests of contributory lenders through Lex and without first advising contributory lenders of such conflict and recommending that they obtain independent advice in relation thereto;
- (b) the practitioner preferred his own interests to those of the contributory lenders.

Particulars

- 2.1 The practitioner conducted a solicitors’ mortgage lending practice in which he acted for persons wishing to lend to third party borrowers on the security of mortgages over real property (“contributory lenders”).
- 2.2 Money was advanced to borrowers through Lex on terms whereby borrowers agreed to pay interest, in the event of default, at rates (“the default rates”) which exceeded by a margin of about 4-5% per annum the rates of interest payable in the absence of default (“the ordinary rates”).
- 2.3 By oral agreement made in or about September 1998, between the practitioner, Lex and Triscott Nominees:
 - (a) the practitioner agreed to lend to Triscott Nominees money to a maximum of

\$250,000.00 at any time to enable Triscott Nominees to pay interest to contributory lenders at the ordinary rates when default had been made by borrowers;

- (b) Lex agreed to pay to the practitioner or to Triscott Nominees from moneys received on repayment by borrowers or on sale by Lex as mortgagee exercising power of sale, interest calculated at the default rate applicable to the particular loan;
 - (c) the entitlement of the practitioner or Triscott Nominees to such repayment had priority over repayment by Lex to the contributory lenders.
- 2.4 The agreement particularised in sub-paragraph 2.3 involved a conflict between the interests of the contributory lenders and those of the practitioner because:
- (a) in circumstances of default, there was a risk that contributory lenders would not be repaid principal and interest in full;
 - (b) by reason of the priority accorded to the practitioner or to Triscott Nominees, there was no or no appreciable risk that amounts advanced by Triscott Nominees would not be repaid;
 - (c) receipt by the practitioner or Triscott Nominees of interest at default rates would have the effect of the practitioner or Triscott Nominees deriving a profit at the expense of the contributory lenders in the event of the borrower not repaying principal and interest in full.
- 2.5 The practitioner entered into the agreement without first:
- (a) advising contributory lenders of his intention to do so;
 - (b) providing any advice to the contributory lenders as to the effect of such agreement;
 - (c) advising the contributory lenders that the agreement involved a conflict between his interests and those of the contributory lenders and that, in those circumstances the contributory lenders ought to consider obtaining independent advice;
 - (d) affording the contributory lenders any opportunity to approve the agreement.

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Charge 3

The practitioner acted in circumstances of conflict between:

- (a) his own interests and the interests of contributory mortgage lenders for whom he acted and preferred his own interests to those of the contributory lenders; and
- (b) the interests of different groups of contributory mortgage lenders inter se.

Particulars

3.1 As at 24 November 2000, Lex in its capacity as trustee for groups of contributory mortgage lenders for whom the practitioner acted held mortgages over the following properties to secure repayment to Lex of loans made on behalf of those lenders as follows:

Borrower	Security Property
MPL	B L, Townsville
RSSCPL	Rochedale property
SBPL	Lot 10 Browns Plains
SBPL	Lot 11 Browns Plains

3.2 On or about 24 November 2000, Lex borrowed from AFAPL sums totalling \$50,000.00 gross (\$45,983.00 net after deduction of AFAPL's costs and outlays) for the purpose of making payment to the practitioner of costs and outlays as follows:

Borrower	Security Property	Amount Borrowed from A	Costs and Outlays
MPL	B L, Townsville	\$24,000	\$22,071.84
RSSPL	Rochedale property	\$15,000	\$13,794.90
SBPL	Lot 10 Browns Plains	\$6,000	\$5,517.96
SBPL	Lot 11 Browns Plains	\$5,000	\$4,598.30

3.3 In order to provide security for the sums so borrowed, Lex granted mortgages ("the sub-mortgages") in favour of AFAPL of the mortgages held by it as set out in sub-paragraph 3.1.

3.4 Each of the sub-mortgages secured to AFAPL the total amount borrowed, namely \$50,000.

3.5 On or about 21 December 2000, SBPL refinanced its loans from Lex and the mortgages over the properties at Lots 10 and 11 Browns Plains were released.

3.6 The practitioner undertook to AFAPL to receive into his trust account from the proceeds of SBPL's refinancing and to hold on behalf of AFAPL the sum of \$50,000.

3.7 In consideration of that undertaking, AFAPL released the sub-mortgages.

3.8 The effect of the transactions was that:

- (a) mortgages held by Lex as trustee for the four groups of contributory lenders were mortgaged to secure repayment to AFAPL of the total borrowings of \$50,000;
- (b) the sum of \$50,000 provided by SBPL from the proceeds of refinancing of its debt to Lex was applied as to \$24,000 to repayment of borrowings by Lex from AFAPL on behalf of MPL and as to \$15,000 to repayment of borrowings by Lex from AFAPL on behalf of RSSPL.

Charge 4

The practitioner acted for both the first and second mortgagees of property in circumstances of conflict between the interests of those mortgagees and preferred the interests of the second mortgagee to those of the first mortgagee.

Particulars

4.1 On or about 6 March 1998, Lex as trustee for contributory lenders for whom the practitioner acted advanced the sum of \$1,484,000 to SBPL secured by first mortgage over a shopping centre under construction and proposed to comprise twelve strata titled units at Shailer Park.

4.2 On or about 3 March 1999, HIPL for whom the practitioner also acted, advanced the sum of \$100,000.00 to SBPL secured by second mortgage over the said shopping centre.

4.3 Between 8 September 1999 and 31 July 2000, four of the units in the shopping centre were sold and the practitioner received into his trust account amounts totalling \$649,838.10 calculated as follows:

	Lot 12	Lot 8
Contract Sale Price	\$225,000.00	\$210,000.00
Deposit paid to or on behalf of the vendor	\$50,000.00	\$10,000.00

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Discount on sale price	\$11,000.00	\$11,000.00
Settlement date	8.09.99	29.10.99
Net settlement proceeds	\$153,170.26	\$173,691.52

	Lot 10	Lot 9
Contract Sale Price	\$210,000.00	\$215,000.00
Deposit paid to or on behalf of the vendor	\$60,000.00	\$100.00
Discount on sale price	\$25,000.00	Nil
Settlement date	26.11.99	3.07.00
Net settlement proceeds	\$132,800.93	\$190,175.39

4.4 The practitioner applied the proceeds of sale of those units to the extent of \$37,666.66 to payment of principal and interest in respect of the second mortgage debt in circumstances in which:

- (a) the first mortgage debt was not reduced,
- (b) the loan to value ratio in respect of the first mortgage debt increased from approximately 55% as at March 1998 to approximately 75% as at July 2000 (adopting, in each case, the figure of \$225,000 per unit as the market value in accordance with a valuation prepared by SHP relied upon by the practitioner in making the loan to SBPL),
- (c) sales of units as particularised in subparagraph (b) had realised prices between \$185,000 and \$215,000 per unit,
- (d) the practitioner had, on 31 July 2000, received a report from consultants in relation to the shopping centre development to the effect that "several conditions attaching to the existing development approval remained outstanding. It was noted that the number of carparks on the site was not sufficient to enable all of the units to be sold as mortgagee in possession".

Charge 5

In breach of r87(9)(d) of the Rules of the Queensland Law Society Incorporated, the practitioner failed to pay to contributory lenders to a loan to SPL the net proceeds of sale of a property held as security for the loan as soon as

practicable after receipt into his trust account of those net proceeds.

Particulars

- 5.1 On or about 9 December 1998, Lex advanced on behalf of contributory lenders to SPL the sum of \$800,000 on the security of first mortgages over properties described as lots 4, 5, 58, 75 and 76.
- 5.2 The term of the loan was three months at a rate of interest of 11% per annum.
- 5.3 On or about 24 December 1998, one of the security properties, namely lot 75, was sold and Lex received the sum of \$149,100 representing the net proceeds of sale of lot 75, which sum was paid by the practitioner into his trust account.
- 5.4 The practitioner failed to pay the sum of \$149,100 or any part thereof to the contributory lenders until the practitioner made distributions of \$50,000 and \$65,000 on 25 August 2000 and 26 February 2001 respectively, representing the net proceeds of sale of lot 75 (together with interest earned thereon) less the sum of \$14,293.50 applied in payment of the practitioner's costs and outlays on 15 August 2000, the further sum of \$2,240.13 retained on account of costs and outlays claimed by the practitioner and various other items of expenditure related to the loan to SPL.

Charge 6

The practitioner falsely misrepresented to the contributory lenders to the loan to SPL referred to in paragraph 5 that lot 75 had not been sold.

Particulars

- 6.1 By letter dated 16 April 1999, the practitioner advised the contributory lenders in the following terms:

"You may recall that at the time of advancing moneys to this Borrower, we indicated to you in our Synopsis that all 5 townhouses were subject to unconditional contracts of sale, which were due to settle 90 days from settlement of the advance. Subsequently, we understand that these contracts are no longer on foot, therefore allowing the present contracts to proceed to settle today.

However, we are currently making enquiries to establish the exact status of these contracts at the time we advanced the said moneys. Indeed, we have copies of the contracts on file and note that there was never anything to suggest that these contracts were not genuine. We will advise as to the outcome of our investigation at the earliest possible convenience.”

- 6.2 By letter dated 13 August 1999, the practitioner advised the contributory lenders in the following terms:

“We have now instructed RG, to attend to the marketing of the secured properties. The sales will be by Lex Nominees Pty Ltd exercising power of sale under the mortgage. We are waiting to receive their formal Marketing Report which should be available any time. However, GH of RG has verbally indicated he would expect to dispose of all of the properties over a 6 to 8 week period.

If all properties are sold within this timeframe and allowing for 30 days settlement periods under the contracts, we estimate a full return of funds invested in this loan, around the end of November this year. Interim distributions to Investors will be made as settlements of sales occur. This is of course, dependent on sales being negotiated over the next 2 months.”

Charge 7

The practitioner dishonestly misrepresented to prospective lenders to ZHPL, a company controlled by GJH, particulars relating to a proposed loan in the sum of \$2,640,000 and failed to inform those prospective lenders of the substance or effect of a report obtained by him from chartered accountants in relation to the proposed loan.

Charge 8

In the alternative to charge 7, the practitioner failed to maintain reasonable standards of competence and diligence in relation to a loan in the sum of \$2,640,000 made by Lex to ZHPL on or about 16 April 1999.

Particulars of charges 7 and 8

- 8.1 In or about March 1999, the practitioner caused to be forwarded to prospective contributory mortgage lenders a mortgage investment synopsis (“the synopsis”) dated 25 March 1999, the purpose of which was to solicit funds for a proposed contributory mortgage loan to ZHPL on the security of a first mortgage over commercial premises in Townsville which were subject to a contract of sale pursuant to which ZHPL was purchasing the commercial premises for the sum of \$2.2 million.
- 8.2 The synopsis represented that:
- (a) “The principal will be repaid from the sale of the strata titles. In any event, the property is self-funding and more than capable of meeting the interest commitment”;
 - (b) “Over the past 4 years the borrower company has built up a substantial portfolio of real estate and operating businesses on the east coast of Australia. The borrower company is a subsidiary of a group of companies that has considerable experience in acquiring assets at well under market value, improving the underlying asset values, turning them around and restoring value through either their re-sale or successful operation”;
 - (c) “CRAA: Clear”;
- 8.3 ZHPL had been incorporated only on 10 March 1999 and had no significant trading history. ZHPL was a member of a group of companies controlled by GJH;
- 8.4 On or about 7 April 1999, the practitioner retained chartered accountants to provide a report in relation to the proposed loan to ZHPL, such report to consider, inter alia, “the overall risk level of the proposed loan, serviceability of the loan and any other matter of concern which is indicated on perusing the documentation”;
- 8.5 The chartered accountants reported in writing to the practitioner on or about 14 April 1999 in the following terms:
- (a) “We consider that any security granted by entities in the (GJH) Sub-Group would be of little or no value....” (page 1);

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- (b) “We consider the risk of the proposed loan to be extremely high given that:
- the proposed loan is for in excess of 100% of the purchase price;
 - the current cash flow from the building is insufficient to meet the proposed debt service obligations; and
 - we have reviewed a number of searches which indicate an adverse credit rating in respect of ZHPL” (page 2);
- (c) “We consider the overall risk level in relation to the proposed transaction to be extremely high, having regard to the following factors:
- the proposed loan is for in excess of 100% of the purchase price of the property;
 - based on the income and expenditure levels set out on p4 of the ICA Loan Synopsis document (including information as advised by managing agents ZHPL), the property would currently be unable to meet its interest commitments in respect of the proposed borrowing”, the shortfall income amounting to \$174,624 per annum;
 - it would appear that the ability of the GJH Sub-Group to reliably contribute to loan service obligations would be limited, and dependent upon whether the Sub-Group’s consulting fee income was to be derived from related entities or independent third parties” (page 7);
- (d) • “based on our analysis, we do not consider that the remaining equity in the assets of the GJH Sub-Group is sufficient to provide adequate security for the proposed transaction;
- we consider it would be prudent to seek additional security” (page 8);
- (e) “We note your advice that you have undertaken significant investigation in relation to the valuation prepared by NQV, and that you are satisfied in that regard. However, we provide our comments as follows:
- you should be satisfied that the valuation of the commercial premises has been undertaken by a competent and reputable valuer;
 - you should be satisfied that the basis of the valuation is consistent with its usage for mortgage security purposes (page 9);
- (f) “Credit rating
- the adverse CRAA report on GJH (84.44 times worse than CRAA average);
 - we have undertaken a personal name search of the ASIC database which has provided a listing of companies with which GJH is associated. Of the companies which are currently registered, the following 5 companies currently have external administrators appointed....
 - the searches of the ASIC database undertaken by us also revealed a large number of companies (approximately 60) associated with GJH which are now de-registered. Without undertaking further searches in respect of these companies, we are unable to determine whether any of these companies were subject to external administration”; (pp9-10)
- 8.6 The practitioner failed to provide to prospective lenders to whom he had forwarded the synopsis a copy of the chartered accountant’s report or a summary of the effect of that report;
- 8.7 The practitioner failed to advise prospective lenders that GJH had been declared bankrupt on 29 October 1991 and had not been discharged from that bankruptcy until 9 May 1995;
- 8.8 The practitioner was not, in fact, satisfied that NQV was competent and reputable, having by email dated 13 April 1999 to his employees, JB and SO advised that:
- “The Valuer was requested by me to address a number of matters on a number of times. There are at least 3 long letters from NQV. I don’t trust the valuer and had him effectively remove the disclaimers he had in his valuation. Can I suggest JB that in the instance of K that you check the Val again. Double check it. Any queries then have NQV address same now. In particular watch out for valuation that is based on future expectations...Ask

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him if he knows what the purchaser is paying for the property; ensure that the Val is for mortgage security purposes. Finally the *as is* type basis of the valuation is critical...in ZHPL I know that the Valuation cost GJH double what it should have. Don't hesitate to give GJH the same opportunity here!";

- 8.9 By letter dated 1 April 1999, the Valuer, NQV, had expressed the opinion that "my Forced Sale Price of the property, given its current occupancy and vacancy situation and allowing for a reasonable letting up period is \$3.25 Million";
- 8.10 On or about 16 April 1999, Lex advanced to ZHPL the sum of \$2,640,000, which sum had been contributed by lenders who had received the synopsis;
- 8.11 The practitioner's legal fees in respect of the advance to ZHPL were \$100,000;
- 8.12 Following default by ZHPL, the liquidators of Lex sold the commercial premises for \$1,725,000.

Appearances:

- (a) For the Council of the Queensland Law Society Incorporated:
Mr B Bartley, solicitor of Brian Bartley & Associates, solicitors
- (b) For the practitioner:
Mr G McCracken, solicitor of Clewett, Corser & Drummond, solicitors applied for an adjournment and then withdrew.
- (c) For the complainants:
Various complainants appeared in person

Findings and Orders:

1. The tribunal grants leave to the Queensland Law Society Incorporated to amend its notice of charge dated 3 December 2001 by adding charges 7 and 8.
2. The tribunal finds that charges 1 to 7 inclusive have been proven.
3. The tribunal finds that the proven charges constitute professional misconduct and that the practitioner is guilty of professional misconduct.
4. The tribunal orders that the name of Paul Anthony Triscott be struck from the Roll of solicitors of the Supreme Court of Queensland.

5. The tribunal further orders that Paul Anthony Triscott pay the costs of the Queensland Law Society Incorporated of these proceedings and any proceedings of an interim type, such as the application for substituted service, and that the costs include the cost of the recorder and of the clerk to the tribunal.
6. The tribunal orders that the costs be assessed by Mr Monsour of Monsour Legal Costs Pty Ltd.

Reasons

The practitioner has been charged with seven counts of conduct, which the Queensland Law Society alleges constitutes professional misconduct.

The charges all arise from mortgage lending services provided by the practitioner to contributory lenders. The original charges 1 to 6 included counts of:

- misrepresentations to clients of the risks involved in particular transactions;
- conflicts of interest whereby the practitioner preferred his own interest to those of his clients;
- conflicts of interest where the practitioner preferred the interests of some clients over the interests of others; and
- the practitioner delaying payment of monies to lenders.

Charges 7 and 8 couched in the alternative relate to conduct that, at worst was dishonest or at best indicates a reckless disregard for the interests of his clients.

The practitioner did not appear today to contest these charges.

The tribunal has had regard to the sworn evidence adduced by the Queensland Law Society. This evidence contained extensive documentation which establishes to the satisfaction of the tribunal the existence of misconduct by the practitioner. The same documentation contains some response by the practitioner in his correspondence to the Queensland Law Society.

The tribunal has considered the practitioner's response, but finds that the response to the seven charges contained in that correspondence is inadequate and at times unbelievable.

The tribunal accepts the evidence adduced by the Queensland Law Society.

The tribunal finds that the charges have been proven.

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The tribunal finds that the charges constitute professional misconduct.

The Queensland Law Society has submitted that the misconduct is serious and warrants the practitioner being struck from the Roll of solicitors in Queensland.

The practitioner has not put forward today any evidence which would result in mitigation of penalty.

The tribunal is of the view that the proven misconduct indicates that the practitioner is not fit to practise as a solicitor. His misrepresentations to his clients and the blatant preferral of his own interests over those of his clients establishes that unfitness to practise as a solicitor.

The public has every right to be protected from misconduct that shows a blatant disregard for the interests of clients by solicitors.

The tribunal is satisfied that the society has proven charge 7, being the more serious of the charges.

The tribunal should now turn to consideration of the various claims for compensation made by complainants to the law society.

The tribunal has been given at a very late stage, due to the nature of the proceedings, a range of these compensation applications, and it is thought best at this stage that some directions be made for the proper disposition of those claims for compensation.

The practitioner has not been served with those claims at the present time and under the provisions of the Act under which we operate, the practitioner is entitled to be served with those notices of compensation claim, and has 28 days in which to respond to them.

For that reason, the tribunal will make directions.

Persons who have suffered loss need to prove that their loss is because of the matters dealt with today, and how this loss is calculated.

This proof must be by way of sworn affidavits or declarations.

To enable the tribunal to deal with the claims for compensation speedily, we will need the cooperation of the claimants, and to that end the tribunal has ordered certain directions:

- All affidavits or declarations in support of a claimant's claim must be filed in **duplicate** with the clerk of the Solicitors Complaints Tribunal within 3 weeks from today.

- The clerk must properly serve the material filed on the practitioner.
- Each claimant must lodge with the clerk a statement addressing the following essential matters identifying where in the claimant's sworn affidavits or declarations the particular matters have been addressed. These must include (preferably in column form):
 - (i) The date on which notice of the claim was given to the Queensland Law Society or the Ombudsman;
 - (ii) The charge referred to in the notice of charge brought by the Queensland Law Society against the practitioner, to which the claimant says the notice of claim relates;
 - (iii) Why the claimant says the loss arises because of the solicitor's malpractice, misconduct, unprofessional conduct or practice; and
 - (iv) How the claimant's loss is calculated.

A copy of this checklist will be available from the clerk.

- The practitioner must within 7 weeks from today file and serve any affidavits in response to the claim or claims.
- The chair of this tribunal may request a party to the claim to address any issue relating to the claim, to be addressed by sworn affidavit or declaration, and may limit the time for provision of this.
- Save with the leave of the tribunal, no oral evidence shall be adduced at the hearing.
- Service of any documents or affidavits on the practitioner shall be duly served by delivery to Clewett Corser and Drummond, solicitors.
- The tribunal directs the clerk to serve Mr Triscott as soon as reasonably practicable with the notices of claim which have been delivered to the clerk by the society.
- The hearing of this matter is adjourned to 28 May 2002, at 10.00am, in this court room.
- The tribunal directs that the clerk will post to those persons who have lodged a claim for compensation a copy of these directions/orders we have made so that those claimants who have provided notice of their claim will be notified adequately.