

**PRACTITIONER REMUNERATION ORDER**  
**(includes GST)**

We the Honourable MARILYN WARREN, Chief Justice of the Supreme Court of Victoria, PETER ARNOLD SHATTOCK and PHILIP LAURENCE WILLIAMS being two persons nominated by the Attorney-General, ARIEL WEINGART and PETER BARDSLEY MURDOCH QC being two members nominated by the Legal Practice Board, MARGARET CAIRNS GOURLAY being a person nominated by Law Institute of Victoria Ltd., and NICHOLAS JOSEPH DAMIAN GREEN QC being a person nominated by Victorian Bar Inc. and being the seven persons authorized in that behalf by the **Legal Profession Act 2004** do hereby in pursuance and exercise of the powers thereby conferred upon us order and direct in manner following:

1. This Order may be cited as the Practitioner Remuneration Order and shall come into operation on the 1 February 2006.

2. This Order applies -

- (a) in the case of business to which the Second, Third and Fourth Schedule applies - to all business for which instructions are received on or after the day on which this Order comes into operation; and
- (b) in the case of any other business to which this Order applies - to all business transacted on or after the day on which this Order comes into operation.

3. (1) The Practitioner Remuneration Order commenced 1 January 2005 is hereby revoked.

(2) Notwithstanding the revocation of the Practitioner Remuneration Order commenced 1 January 2005, the provisions of that Order shall continue to apply to and in relation to business, other than business referred to in Clause 2, in all respects as if that Order had not been revoked.

4. (1) In this Order and in the Schedules, unless inconsistent with the context or subject-matter -

"**Folio**" means 100 words or figures or words and figures.

"**In print**" means in print on a form readily available for sale to the public.

"**Document**" has the same meaning as under Section 3(1) of the Evidence Act 1958.

"**Typewriting**" means the production and presentation of words figures and symbols on pages or otherwise by means of hand writing typewriting or the use of word processing equipment or any other form of mechanical or electronic production other than photocopying.

(2) A reference in this Order and the Schedules to the consideration is a reference -

(a) where the consideration relates to a matter or transaction and is not wholly monetary, to the sum of the monetary consideration and the value of the real or personal property included in the consideration that is not monetary;

(b) where the consideration relates to a matter or transaction comprising land and personal property, to the sum of the consideration for the land and the personal property;

(c) where the consideration or part of the consideration for a matter or transaction is marriage or any other consideration which is not monetary, or where there is no consideration for a matter or transaction, to the value of the subject matter of the transaction;

(d) where the consideration relates to a mortgage, bill of sale or stock mortgage by which a specified or ascertainable sum is secured, to the sum of the amount secured and the amount of any other specified or ascertainable sum agreed to be advanced and secured; and

- (e) where the consideration relates to the sale of an equity of redemption -
  - (i) where the purchaser is the mortgagee and the purchaser employs the legal practitioner who prepared the mortgage - to the sale price; and
  - (ii) in any other case, to the sum of the consideration and the amount of any principal sum owing under the mortgage at the time of sale.
- (3) Where the consideration relates to a matter or transaction comprising land under the provisions of the **Transfer of Land Act 1958** and other land, the remuneration of the legal practitioner shall be apportioned according to the respective values of the properties in question and remuneration may be charged in respect of each document necessarily prepared.
- 5. (1) The remuneration of legal practitioners in respect of business connected with sales, purchases, leases, mortgages, wills, settlements, formation and registration of companies, deeds of arrangement and other matters of conveyancing, including negotiating for or procuring an agreement for a loan, and in respect of other business not being business in any action or transacted in any court or in the chambers of any Judge or in the offices of the Master of the Supreme Court Prothonotary or other officer of any court and not being otherwise litigious business, shall, subject to this Order -
  - (a) where the Second, Third or Fourth Schedule applies, be in accordance with that Schedule; and
  - (b) in any other case, be in accordance with the First Schedule.
- (2) Where the business undertaken is the whole of the work for which some charge or charges is or are prescribed by the Second or Third Schedules but is not substantially completed but this occurs at the request of or with the concurrence of the client or the client chooses to make use of any of the work done, the charges which may be made shall be a rateable part of the relevant charges prescribed by those Schedules proportionate to the extent of the work done or the work so made use of, as the case may be.
- (3) Where the business undertaken is a portion of the work for which some charge or charges is or are prescribed by the Second or Third Schedules -
  - (a) if it is completed or substantially completed, the charge which may be made shall be a rateable part of the relevant charges prescribed by those Schedules proportionate to the extent of the work so undertaken; and
  - (b) if it is not completed or substantially completed, and this occurs at the request of or with the concurrence of the client, or if the client chooses to make use of any of the work done, the charges which may be made shall be a rateable part of the relevant charges prescribed by those Schedules proportionate to the extent of the work done or the work so made use of.
- (4) In all cases where matters or transactions for which charges are prescribed by the Second or Third Schedules -
  - (a) involve work which in normal circumstances is not usual and necessary to complete such matter or transaction on behalf of a client, or require the consent of any Government, public authority or third party in respect of business transacted and performed, a further charge in respect thereof may be made in accordance with the First Schedule; or
  - (b) are of unusual difficulty or complexity, or involve skill or responsibility which in normal circumstances is not usual and necessary to complete the matter or transaction on behalf of a client, a further charge in respect thereof may be made which is fair and reasonable having regard to all the circumstances of the case.

6. The charges in the First Schedule relate to ordinary cases, but in extraordinary cases the Taxing Master may increase or diminish such charges if, for any special reason, he thinks fit.
7. In addition to the remuneration prescribed by clause 5, there may be charged -
  - (a) disbursements for duties or fees payable at public offices or fees payable to municipalities or public authorities, surveyors, valuers, auctioneers or counsel, or for travelling and accommodation expenses, duty stamps, postage stamps, courier or delivery charges, electronic systems of communication and other disbursements reasonably and properly incurred and paid;
  - (b) in accordance with the First Schedule -
    - (i) payments necessarily made for correspondence between legal practitioners where one legal practitioner is employed as agent; and
    - (ii) charges by an agent against his or her principal or such lesser amount as is reasonable having regard to the charge that the principal legal practitioner may be entitled to make to his or her client; and
  - (c) charges at the rate of \$11.00 to \$16.00 per quarter hour in respect of business necessarily transacted at the request of the client outside the normal business hours of the legal practitioner;
  - (d) expenses reasonably incurred in microfilming of files and the storage and retrieval of files so microfilmed.
8.
  - (1) In all cases to which the remuneration prescribed by the Second or Third Schedules applies a legal practitioner may, within fourteen days from the time of undertaking any business, by notice in writing to his or her client and when any third party is obliged by contract or otherwise to pay that client's costs, by notice in writing to such third party elect to charge under the First Schedule.
  - (2) Upon such election, the client may terminate the retainer and the First Schedule shall apply in respect of services rendered prior to the termination of the retainer.
  - (3)
    - (a) A third party obliged to pay a legal practitioner's client's costs may pay either the amount charged under the First Schedule or the amount which, but for the legal practitioner's election, would have been payable under the Second or Third Schedule, whichever is less, in full satisfaction of his obligation.
    - (b) The client shall pay the difference between the amount charged by the legal practitioner and the amount payable by the third party.
9. Where a matter or transaction to which the Second Schedule applies comprises land the title to which is a right to occupy the land as a residence area pursuant to Division 11 of Part I of the **Land Act 1958** or a licence pursuant to Section 138(1)(g) of the **Land Act 1958**, the appropriate charge shall be the charge specified in that Schedule for a similar transaction comprising land under the provisions of the **Transfer of Land Act 1958**.
10.
  - (1) Where a legal practitioner -
    - (a) is authorised by the First Schedule to make any charge in connection with the sale, purchase, transfer or conveyance of land and is also authorised by the Second Schedule to make any charge in respect of the same land and the transaction is completed at the same time for the same client; or
    - (b) is authorised by the Second Schedule to make charges in respect of two or more matters or transactions relating to the same land completed at the same time for the same client -

then each charge under Part A or Part C of the Second Schedule shall be reduced by one-third or to a sum equal to the highest of those charges (before a reduction) together with the sum of \$107.70 for each additional charge, whichever is the greater.

- (2) Where, in connection with any transaction to which the Second Schedule or Part A, C or D of the Third Schedule applies, a legal practitioner acts -
- (a) for both mortgagee and mortgagor; or
  - (b) for both lessor and lessee; or
  - (c) for both creditor and debtor -

the legal practitioner may not, in respect of the transaction, charge more than he or she would have been entitled to charge if he or she were acting only for the mortgagee, lessor or creditor as the case may be.

- 11.** In respect of loans not exceeding \$110,000 where a legal practitioner acts for a society registered under the provisions of the **Co-operative Housing Societies Act 1958** his or her charge under Part A or Part C of the Second Schedule shall be reduced to 75 per cent of the charge otherwise appropriate.
- 12.** The Second and Third Schedules shall not apply to matters or transactions concerning any premises subject to a licence as defined in the **Liquor Control Act 1987** and, accordingly, the First Schedule shall apply to those matters or transactions.
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## FIRST SCHEDULE

### INSTRUCTIONS

1. A charge may be made by way of instructions in addition to the items hereinafter contained in this Schedule having regard to all the circumstances of the case including the following:
  - (a) The complexity of the matter and the difficulty and novelty of the questions raised or any of them;
  - (b) The importance of the matter to the client;
  - (c) The skill, specialised knowledge and responsibility involved;
  - (d) The number and importance of the documents prepared or perused, without regard to length;
  - (e) The place where and the circumstances in which the business or any part thereof is transacted;
  - (f) The labour involved and the time spent on the business;
  - (g) The amount or value of any money or property involved; and
  - (h) The nature of the title to any land involved.

#### Notes:

- (1) A charge shall not be made pursuant to this item in respect of the sale, purchase or transfer of land where the consideration does not exceed \$60,000.
- (2) The charge pursuant to this item in respect of the sale, purchase or transfer of land where the consideration exceeds \$60,000 shall not exceed 0.3 per centum of the consideration.

### DRAWING

2. Any document including memoranda of instructions to counsel not in an action or a proceeding in court -
  - (a) not in print, per folio - \$14.40 to \$23.40
  - (b) partly in print, for so much as remains in print, per folio - \$7.10
  - (c) partly in print, for so much as is not in print, per folio - \$14.40 to \$23.40

Note: There are approximately 3 folios in each A4 page.

### TYPEWRITING

3. (1) Per folio - \$8.90
- (2) For each carbon copy, photocopy or other machine made copy, per page - \$1.60.

### FACSIMILES

4. Transmitting or receiving written material by means of the legal practitioner's own facsimile machine as follows:

Transmitting:  
First page \$9.30  
Each subsequent page \$3.20

Receiving  
First page \$9.30  
Each subsequent page \$1.60

#### PERUSING

5. When it is necessary to peruse any document or part of a document (including correspondence), whether in print or not, per folio - \$8.90.
6. When it is not necessary to peruse a document or correspondence but scanning of the document or correspondence is warranted, e.g. to determine the relevance or otherwise of the document or correspondence, per folio - \$4.60.

#### LETTERS

7. Formal acknowledgment or the like, e.g. letter enclosing documents, requesting a reply, etc. - \$23.40.
8. Circular letters - i.e. letters which except for the particulars of address are identical, for each letter after the first - \$11.50.
9. Other letters - \$34.30 or such charge as is fair and reasonable having regard to items 1, 2 and 3 of this Schedule.

#### ATTENDANCES

10. To file, lodge or deliver any documents or other papers, to obtain an appointment or to obtain stamping of a document, to insert an advertisement, or other attendance of a similar nature capable of performance by a junior clerk - \$42.70.
11. Making an appointment by telephone or similar telephone attendance capable of performance by a junior clerk - \$18.50.
12. On counsel with case for opinion or other papers or to appoint consultation or conference - \$64.80.
13. On consultation or conference with counsel - \$160.40.  
After the first hour, per half-hour or part thereof - \$79.90 to \$124.60.
14. Searching title and other searches, per half-hour or part thereof - \$53.10.
15. On settlement of a conveyancing or commercial matter - \$51.20 to \$80.20.  
After the first half-hour, per half-hour or part thereof - \$80.20 to \$124.60.
16. Attendance by telephone or otherwise requiring the personal attendance of a legal practitioner or his or her managing or senior clerk and involving the exercise of skill or legal knowledge; per quarter-hour or part thereof - \$35.90 to \$66.50.
17. All other attendances; per quarter-hour or part thereof - \$35.90.

#### JOURNEYS

18. For time spent occupied in necessary travel to and from or necessarily spent in any place whether in or outside Australia more than sixteen kilometres removed from any place of business or residence of the legal practitioner the charge to be made, in addition and having regard to any appropriate charges made under Part A hereof, shall be -  
  
per hour or part thereof - \$80.20  
but not exceeding for any one day - \$1,124.40

## SECOND SCHEDULE

### PART A - MORTGAGE OF FREEHOLD OR LEASEHOLD LAND

1. Charges of *legal practitioner for mortgagee* in connection with mortgage of freehold or leasehold land comprising instructions, investigation of title, necessary searches, obtaining necessary certificates, preparation and perusal of documents, enquiries as to outgoing, preparation of requisitions on title, preparation of accounts, all necessary attendances and correspondence, arranging and effecting final settlement of transaction, stamping and registration of mortgage shall be -
  - (a) in the case of land under the provisions of the Transfer of Land Act 1958, the charges prescribed by Column 1 of Table A; and
  - (b) in the case of any other land, the charges prescribed by Column 1 of Table B.
2. Charges of *legal practitioner for mortgagor* in connection with mortgage of freehold or leasehold land comprising instructions, preparation and perusal of documents, answers to requisitions on title, checking accounts, all necessary attendances and correspondence and arranging and effecting settlement of transaction, shall be-
  - (a) in the case of land under the provisions of the Transfer of Land Act 1958, the charges prescribed by Column 2 of Table A; and
  - (b) in the case of any other land, the charges prescribed by Column 2 of Table B.
3. The First Schedule shall apply to a *transfer of mortgage* but so that the charges shall not exceed-
  - (a) in the case of land under the provisions of the Transfer of Land Act 1958, the charges prescribed by Column 1 of Table A; and
  - (b) in the case of any other land, the charges prescribed by Column 1 of Table B.

**Table A - Transfer of Land Act 1958**

*Column 1 legal practitioner for mortgagee. Column 2 legal practitioner for mortgagor.*

<i>Ref. No.</i>	<i>Consideration</i>	<i>Col. 1</i>	<i>Col. 2</i>
	\$ Not exceeding	\$	\$
19	20 000	237	164
20	22 000	255	174
21	24 000	269	185
22	26 000	288	197
23	28 000	305	208
24	30 000	319	218
25	32 000	337	230
26	34 000	351	241
27	36 000	370	252
28	38 000	384	264
29	40 000	400	275
30	42 000	416	288
31	44 000	433	299
32	46 000	449	311
33	48 000	467	322
34	50 000	482	334
35	52 000	492	339
36	54 000	501	346
37	56 000	510	354
38	58 000	520	360
39	60 000	532	367
40	62 000	542	373
41	64 000	552	378
42	66 000	561	387
43	68 000	570	392
44	70 000	580	398
45	72 000	590	405
46	74 000	600	411
47	76 000	608	420
48	78 000	619	426
49	80 000	629	433
50	82 000	639	440
51	84 000	649	447
52	86 000	657	452
53	88 000	667	459
54	90 000	677	464
55	92 000	688	471
56	94 000	695	479
57	96 000	705	486
58	98 000	716	493
59	100 000	727	499
60	110 000	760	520
61	120 000	792	543
62	130 000	825	567
63	140 000	858	590
64	150 000	889	610
65	160 000	922	633
66	170 000	955	656
67	180 000	988	677
68	190 000	1020	700
69	200 000	1053	722
70	250 000	1133	778
71	300 000	1214	836
72	350 000	1297	892
73	400 000	1378	946
74	450 000	1460	1002
75	500 000	1540	1058
76	Over 500 000 add per 100 000	82	58



**Table B -General Law**

*Column 1 legal practitioner for mortgagee Column 2 legal practitioner for mortgagor*

<i>Ref. No.</i>	<i>Consideration</i>	<i>Col.1</i>	<i>Col. 2</i>
	\$ Not exceeding	\$	\$
77	20 000	344	208
78	22 000	362	222
79	24 000	378	235
80	26 000	396	251
81	28 000	414	266
82	30 000	431	279
83	32 000	449	293
84	34 000	467	306
85	36 000	485	322
86	38 000	501	337
87	40 000	519	350
88	42 000	535	364
89	44 000	553	378
90	46 000	570	392
91	48 000	586	408
92	50 000	605	422
93	52 000	614	431
94	54 000	625	440
95	56 000	638	448
96	58 000	646	458
97	60 000	657	464
98	62 000	667	475
99	64 000	677	482
100	66 000	689	491
101	68 000	699	499
102	70 000	709	507
103	72 000	717	518
104	74 000	728	524
105	76 000	738	534
106	78 000	750	542
107	80 000	761	552
108	82 000	771	558
109	84 000	783	568
110	86 000	792	576
111	88 000	802	585
112	90 000	811	594
113	92 000	823	603
114	94 000	835	610
115	96 000	844	619
116	98 000	855	628
117	100 000	864	638
118	110 000	900	663
119	120 000	934	693
120	130 000	968	722
121	140 000	1002	750
122	150 000	1038	778
123	160 000	1073	808
124	170 000	1109	836
125	180 000	1142	863
126	190 000	1176	892
127	200 000	1212	918
128	250 000	1297	991
129	300 000	1383	1064
130	350 000	1469	1135
131	400 000	1558	1206
132	450 000	1644	1275
133	500 000	1729	1346
134	Over 500 000 add per 100 000	88	71

**PART B - DEED OF VARIATION OR EXTENSION OF MORTGAGE**

1. Charges of *legal practitioner for mortgagee only* in connection with deed of agreement for variation of terms of mortgage of freehold or leasehold land including extension of date of payment, alteration of rate of interest or reduction or increase of loan comprising instructions, necessary searches, preparation and perusal of documents, investigation of title, obtaining necessary certificates, necessary inquiries as to other interests in the land, preparation of any necessary accounts, stamping and registration and all necessary attendances and correspondence in connection therewith shall be, in the case of land under the provisions of the *Transfer of Land Act 1958*, the charges prescribed by Column 1.
2. Charges of *legal practitioner for mortgagor* in connection with deed of agreement for variation of terms of mortgage of freehold or leasehold land including extension of date of payment, alteration of rate of interest or reduction or increase of loan comprising instructions, necessary searches, preparation and perusal of documents and all necessary attendances and correspondence in connection therewith shall be, in the case of land under the provisions of the *Transfer of Land Act 1958*, the charges prescribed by Column 2.
3. Where the *consent of a prior or subsequent mortgagee* is required in order to vary or extend the mortgage, the legal practitioner may in addition charge the following sum for each such consent - \$138.40.

**Transfer of Land Act 1958**

*Column 1 legal practitioner for mortgagee. Column 2 legal practitioner for mortgagor*

<i>Ref. No.</i>	<i>Amount of loan (if unvaried) or (if varied) the amount of the loan as varied</i>	<i>Col. 1</i>	<i>Col. 2</i>
	\$ Not exceeding -	\$	\$
135	20 000	120	60
136	35 000	164	82
137	50 000	196	98
138	Over 50 000 add per 25 000	22	11
139	*****		

**General Law Land**

Where the land secured by a mortgage is land which is not under the provisions of the *Transfer of Land Act 1958*, the following additional charge may be made - \$48.00.

**PART C - DISCHARGE OF MORTGAGE OR DISCHARGE OF PART OF THE MORTGAGED LAND OR DISCHARGE OF MORTGAGE AS TO PART OF THE DEBT SECURED**

1. Charges of *legal practitioner for mortgagee* (where no part of the debt secured is received by the legal practitioner) in connection with discharge of mortgage or discharge of part of the mortgaged freehold or leasehold land or discharge of mortgage as to part of the debt secured comprising instructions, preparation and perusal of documents (including memorandum of discharge of mortgage) and all necessary attendances and correspondence, delivery of discharge of mortgage to the mortgagor, his or her legal practitioner or agent shall be, in the case of land under the provisions of the *Transfer of Land Act 1958*, the sum of \$171.00.
2. Charges of *legal practitioner for mortgagee* (where the debt secured or part thereof is received by the legal practitioner) in connection with discharge of mortgage or discharge of part of the mortgaged freehold or leasehold land or discharge of mortgage as to part of the debt secured comprising instructions, preparation and delivery of the discharge of mortgage, receipt of amount to be discharged, perusal of documents and all necessary attendances and correspondence and effecting final settlement with mortgagor, his or her legal practitioner or agent shall be in the case of land under the provisions of the *Transfer of Land Act 1958*, the charges prescribed by Column 1.
3. Charges of *legal practitioner for mortgagor* in connection with discharge of mortgage or discharge of part of the mortgaged freehold or leasehold land or discharge of mortgage as to part of the debt secured comprising instructions, perusal of memorandum of discharge of mortgage, registration at Land Registry, attention to insurance policies and all necessary attendances and correspondence, and effecting final settlement with mortgagee, his or her legal practitioner or agent, shall be, in the case of land under the provisions of the *Transfer of Land Act 1958*, the charges prescribed by Column 2.

**Transfer of Land Act 1958**

*Column 1 legal practitioner for mortgagee. Column 2 legal practitioner for mortgagor*

<i>Ref. No.</i>	<i>Amount of Principal Debt Discharged</i>	<i>Col.1</i>	<i>Col. 2</i>
	\$ Not exceeding-	\$	\$
140	100 000	164	142
141	200 000	245	218
142	300 000	327	273
143	Over 300 000 add per 100 000	27	22

**General Law Land**

Where the land secured by a mortgage is land which is not under the provisions of the *Transfer of Land Act 1958*, the following additional charge may be made - \$48.00.

## THIRD SCHEDULE

### **PART A - LEASE OF LAND WHETHER OR NOT UNDER THE TRANSFER OF LAND ACT 1958 BUT NOT INCLUDING LEASES EXCEEDING 21 YEARS, LEASES NOT CAPABLE OF BEING REDUCED TO AN ANNUAL RENTAL OR PERIODIC LEASES DETERMINABLE BY NOTICE**

1. Charges of *legal practitioner for lessor* in connection with lease of land comprising instructions for and drawing lease, settling draft with lessee, his or her legal practitioner or agent, perusal of documents and all necessary attendances and correspondence to effect completion of transaction -
  - (a) with material alteration (in duplicate) after amendment - shall be the charges prescribed by Column 1A; and
  - (b) without material alteration - shall be the charges prescribed by Column 1B.
2. Charges of *legal practitioner for lessee* in connection with lease of land comprising instructions, settling draft lease with lessor, his or her legal practitioner or agent, preparation and perusal of documents and all necessary attendances and correspondence to effect completion of transaction on behalf of lessee-
  - (a) where lease is executed after material alteration (by lessor) after amendment - shall be the charges prescribed by Column 2C; and
  - (b) where lease is executed without material alteration (by the lessor) after amendment - shall be the charges prescribed by Column 2D.
3. If the document used (irrespective of the number of folios) is *in print*, the charge of a legal practitioner shall be two-thirds of the charges prescribed by Columns 1B or 2D.
4. If the document used (irrespective of the number of folios) is in a form prepared by a legal practitioner for a lessor for use in connection with *five or more leases* of premises forming part of the same building or development - the charge of a legal practitioner for the lessor for each such lease shall be two-thirds of the charges prescribed by Column 1B.
5. The charges of a legal practitioner upon the *renewal of a lease* pursuant to an option for renewal contained in an existing lease shall be two-thirds of the charge prescribed by Columns 1B or 2D.
6. Charges of legal practitioner in connection with a *disclosure statement* made pursuant to section 17 of the Retail Leases Act 2003 including instructions, preparation of the disclosure statement, preparation of the notice of objection, perusal of all documents and all attendances and correspondence are not included in Columns 1A and 1B and the legal practitioner may charge additional remuneration in respect thereof in accordance with the First Schedule.

Ref. No.	Total Rental for period of lease including premium (if any)	Legal practitioner for Lessor		Legal Practitioner for Lessee	
		Col.1 A	Co.1 B	Col. 2C	Col. 2D
	\$ Not exceeding -	\$	\$	\$	\$
144	15 000	191	164	164	109
145	20 000	255	192	192	126
146	22 000	275	207	207	137
147	24 000	299	223	223	149
148	26 000	319	240	240	160
149	28 000	343	256	256	170
150	30 000	364	273	273	181
151	32 000	384	289	289	193
152	34 000	408	306	306	203
153	36 000	428	322	322	214
154	38 000	452	339	339	226
155	40 000	472	354	354	235
156	42 000	493	372	372	246
157	44 000	518	387	387	258
158	46 000	537	404	404	268
159	48 000	561	420	420	279
160	50 000	581	436	436	291
161	52 000	595	447	447	299
162	54 000	608	455	455	305
163	56 000	622	464	464	311
164	58 000	634	476	476	316
165	60 000	649	486	486	323
166	62 000	662	496	496	331
167	64 000	674	505	505	337
168	66 000	688	514	514	344
169	68 000	700	524	524	350
170	70 000	714	534	534	355
171	72 000	727	543	543	364
172	74 000	740	553	553	370
173	76 000	752	562	562	377
174	78 000	765	574	574	383
175	80 000	778	584	584	388
176	82 000	792	594	594	396
177	84 000	804	603	603	402
178	86 000	816	613	613	410
179	88 000	831	623	623	415
180	90 000	844	633	633	421
181	92 000	858	643	643	428
182	94 000	870	652	652	434
183	96 000	884	662	662	443
184	98 000	896	671	671	448
185	100 000	908	681	681	453
186	110 000	953	714	714	476
187	120 000	996	747	747	497
188	130 000	1039	780	780	520
189	140 000	1082	813	813	542
190	150 000	1127	846	846	564
191	160 000	1171	879	879	585
192	170 000	1214	911	911	606
193	180 000	1257	944	944	629
194	190 000	1300	977	977	651
195	200 000	1345	1007	1007	671
196	250 000	1454	1091	1091	727
197	Over 250 000 add per 200 000	109	82	82	56
198.	*	*	*	*	*
199.	*	*	*	*	*
200.	*	*	*	*	*

**PART B - STOCK MORTGAGE AND LIEN ON WOOL OR LIEN ON CROP**

1. Charges of *legal practitioner for both creditor and debtor* in connection with stock mortgage, lien on wool or lien on crop comprising instructions, preparation and perusal of documents, searches, attention to adjustment account (if any) and all necessary attendances and correspondence to complete transaction on behalf of creditor and debtor shall be the charges prescribed by Column 1.
2. Charges of *legal practitioner for creditor only* in connection with stock mortgage, lien on wool or lien on crop comprising instructions, preparation and perusal of documents, searches, attention to adjustment account (if any) and all necessary attendances and correspondence to complete transaction on behalf of creditor shall be the charges prescribed by Column 2.
3. Charges of *legal practitioner for debtor only* in connection with stock mortgage, lien on wool or lien on crop comprising instructions, preparation and perusal of documents, attention to adjustment account (if any), searches and all necessary attendances, and correspondence to complete transaction on behalf of debtor shall be the charges prescribed by Column 3.
4. The charges prescribed in Column 1 shall only apply where Rules 8 and 9 of the Professional Conduct and Practice Rules 2005 made pursuant to the Legal Practice Act 1996 does not prohibit the legal practitioner from *acting for both creditor and debtor*.

<i>Ref. No.</i>	<i>Consideration</i>	<i>Col. 1</i>	<i>Col. 2</i>	<i>Col. 3</i>
	\$ Not exceeding -	\$	\$	\$
201	10 000	136	108	88
202	12 000	149	119	96
203	14 000	165	131	105
204	16 000	180	142	114
205	18 000	193	153	124
206	20 000	208	164	135
207	22 000	222	174	143
208	24 000	235	185	153
209	26 000	251	197	160
210	28 000	266	208	170
211	30 000	279	218	180
212	32 000	293	230	190
213	34 000	306	241	197
214	36 000	322	252	207
215	38 000	337	264	217
216	40 000	350	275	226
217	42 000	364	288	234
218	44 000	378	299	242
219	46 000	392	311	252
220	48 000	408	322	263
221	50 000	422	334	269
222	52 000	431	339	275
223	54 000	440	346	280
224	56 000	448	354	288
225	58 000	458	360	293
226	60 000	464	367	299
227	62 000	475	373	305
228	64 000	482	378	311
229	66 000	491	387	316
230	68 000	499	392	322
231	70 000	507	398	327
232	72 000	518	405	334
233	74 000	524	411	339
234	76 000	534	420	343

<i>Ref. No.</i>	<i>Consideration</i>	<i>Col. 1</i>	<i>Col. 2</i>	<i>Col. 3</i>
235	78 000	542	426	349
236	80 000	552	433	354
237	82 000	558	440	360
238	84 000	568	447	365
239	86 000	576	452	372
240	88 000	585	459	377
241	90 000	594	464	382
242	92 000	603	471	387
243	94 000	610	479	392
244	96 000	619	486	398
245	98 000	628	493	404
246	100 000	638	499	410
247	Over 100 000 - such additional charge as is reasonable having regard to the responsibility involved in and the complexity of the transaction.			

**PART C - RENEWAL OF BILL OF SALE**

- Charges of *legal practitioner for creditor* in connection with the renewal of a bill of sale comprising instructions, preparation and perusal of documents and all necessary attendances and correspondence shall be the charges prescribed by Column 1.
- Charges of *legal practitioner for debtor* in connection with renewal of bill of sale comprising instructions, perusals and all necessary attendances and correspondence shall be the charges prescribed by Column 2.

<i>Ref. No.</i>	<i>Consideration</i>	<i>Col 1</i>	<i>Col. 2</i>
	\$ Not exceeding -	\$	\$
248	10 000	56	33
249	14 000	61	34
250	18 000	66	38
251	22 000	71	43
252	26 000	76	46
253	30 000	82	48
254	34 000	88	51
255	38 000	94	53
256	42 000	99	58
257	46 000	104	61
258	50 000	109	65
259	Exceeding 50 000	109	65

**PART D - SATISFACTION OR DISCHARGE OF BILL OF SALE OR STOCK MORTGAGE**

1. Charges of *legal practitioner for creditor* in connection with satisfaction or discharge of a bill of sale or stock mortgage comprising preparation and perusal of documents (including memorandum of satisfaction or discharge) and all necessary attendances and correspondence and effecting final settlement with debtor, his or her legal practitioner or agent shall be the charges prescribed by Column 1.
2. Charges of *legal practitioner for debtor* in connection with satisfaction or discharge of a bill of sale or stock mortgage comprising instructions, perusal of memorandum of satisfaction or discharge, registration and all necessary attendances and correspondence and effecting final settlement with creditor, his or her legal practitioner or agent shall be the charges prescribed by Column 2.

<i>Ref. No.</i>	<i>Consideration</i>	<i>Col. 1</i>	<i>Col. 2</i>
	\$ Not exceeding -	\$	\$
260	10 000	56	33
261	14 000	61	34
262	18 000	66	38
263	22 000	71	43
264	26 000	76	46
265	30 000	82	48
266	Exceeding 30 000	82	48

**PART E - APPLICATION BY LEGAL PERSONAL REPRESENTATIVE UNDER THE TRANSFER OF LAND ACT 1958**

267. Charges of legal practitioner in connection with an application by a trustee, executor or administrator to be registered as proprietor of real estate or mortgage, including instructions, checking title identity, preparation of application, necessary attendances and correspondence and registration - \$216.90.
268. For each additional certificate of title or mortgage produced beyond the first title or mortgage referred to in the application - \$20.50.

**PART F - APPLICATION BY SURVIVING PROPRIETOR**

269. Charges of legal practitioner in connection with an application by a survivor of joint proprietors to be registered as proprietor of real estate or mortgage, including instructions, checking title identity, preparation of application and declaration, necessary attendances and correspondence and registration - \$240.80.
270. For each additional certificate of title or mortgage produced beyond the first title or mortgage referred to in the application - \$20.50.

**PART G - PRODUCTION FEE**

271. For production of Crown grants, certificates of title, title deeds, or other documents in the possession of the legal practitioner of the person entitled to the custody thereof at such legal practitioner's office or at the Land Registry, Office of the Registrar-General or elsewhere, including, where necessary, endorsement of an order to register-  
  
for not more than two Crown grants, certificates of title, chains of title deeds, or other documents - \$136.80.  
  
for each additional Crown grant, certificate of title, chain of title deeds, or other document beyond the second - \$20.50.



## FOURTH SCHEDULE

### **PART A - NEGOTIATING FOR OR PROCURING AN AGREEMENT FOR A LOAN WHEN THE MONEY IS IN FACT LENT AND THE LEGAL PRACTITIONER IS NEITHER THE LENDER NOR ONE OF THE LENDERS**

272. In respect of money lent upon the security of real or leasehold estate or personal property – 1.09 per centum upon the amount lent.

Note:

If a legal practitioner negotiates for or procures an agreement for the renewal of a loan he or she shall not in respect thereof be entitled to charge remuneration in accordance with this item and his or her charge shall be 0.55 per centum upon the amount of the renewed loan.

273. (1) If a legal practitioner negotiates for or procures an agreement for a loan for his or her client being the borrower or mortgagor through the agency of any person (other than a legal practitioner) to whom a procuration fee is payable then he or she shall only be entitled to remuneration in accordance with the First Schedule in respect of negotiating for or procuring such agreement.
- (2) If a legal practitioner negotiates for or procures an agreement for a loan for his or her client being the borrower or mortgagor through the agency of another legal practitioner then the remuneration provided by item 272 shall be divided between the legal practitioners, two-thirds being payable to the legal practitioner for the mortgagee and one-third to the legal practitioner for the mortgagor.
274. The remuneration prescribed under item 272 or 273 shall not include disbursements reasonably incurred in travelling from any place of business and home respectively of such legal practitioner and disbursements otherwise reasonably incurred in the inspection of the property mortgaged or charged and in procuring the agreement for the loan which disbursements may be charged in addition to the remuneration so prescribed.

### **PART B - FOR NEGOTIATING FOR OR PROCURING AN AGREEMENT FOR A LOAN WHEN THE MONEY IS IN FACT LENT AND THE LEGAL PRACTITIONER OR THE LEGAL PRACTITIONER'S NOMINEE COMPANY IS EITHER THE LENDER OR ONE OF THE LENDERS**

275. When the legal practitioner, or a nominee company of which the legal practitioner or a partner of the legal practitioner is a director, is either the lender or one of the lenders no remuneration shall be charged for negotiating or procuring the loan, except in the following cases:
- (a) when the legal practitioner arranges and obtains the loan from a person for whom he or she acts and subsequently by arrangement with his or her client lends the money and executes or signs the security in his or her own name or the name of a nominee company of which he or she or his or her partner is a director, he or she or such nominee company being in fact trustee or agent for the person aforesaid; or
- (b) when the legal practitioner contributes portion of the money in fact lent, and arranges and obtains the remaining portion from another person not being his or her partner as a legal practitioner, not being a co-trustee with him or her in relation to the money lent.
276. In either of the foregoing cases a charge for negotiating or procuring an agreement for a loan may be made at the rate prescribed in Part A in respect of the amount so obtained from such other person.

Note:

If a legal practitioner negotiates for or procures an agreement for the renewal of a loan from such other person he or she shall not in respect thereof be entitled to charge remuneration in accordance with item 272 and his or her charge shall be 0.55 per centum upon the amount of the renewed loan.

Dated this                      day of    2005.

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M. Warren CJ

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P. A. Shattock

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P. L. Williams

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A. Weingart

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P. B. Murdoch QC

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M. C. Gourlay

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N. J. D. Green QC