

LAW INSTITUTE OF VICTORIA

**PRACTITIONER
REMUNERATION
ORDER**

Legal Profession Act 2004
Including
Amendments commencing

1st January 2013

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 Services Board, PENELOPE FRANCES ROBERTSON 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 January 2013.
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 2012 is hereby revoked.
(2) Notwithstanding the revocation of the Practitioner Remuneration Order commenced 1 January 2012, 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to and in relation to business, other than business referred to in Clause 2, in all respects as if that Order had not been revoked.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 \$15.00 to \$21.50 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 \$144.00 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 - \$19.20 to \$31.40
 - (b) partly in print, for so much as remains in print, per folio - \$9.40
 - (c) partly in print, for so much as is not in print, per folio - \$19.20 to \$31.40.

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

TYPEWRITING

3.
 - (1) Per folio - \$11.80
 - (2) For each carbon copy, photocopy or other machine made copy, per page - \$2.30.

FACSIMILES

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

Transmitting:
First page \$12.40
Each subsequent page \$4.20

Receiving
First page \$12.40
Each subsequent page \$2.30

EMAIL

Receiving written material by means of electronic transmission (email) as follows:

First page including copy of first page \$12.40
Copy of second and subsequent pages, per page, - \$2.30

PERUSING

5. When it is necessary to peruse any document or part of a document (including correspondence), whether in print or not, per folio - \$11.80.
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 - \$6.20.

LETTERS

Including sending by electronic transmission (email)

7. Formal acknowledgment or the like, e.g. letter enclosing documents, requesting a reply, etc. - \$31.40.
8. Circular letters - i.e. letters which except for the particulars of address are identical, for each letter after the first - \$15.40.
9. Other letters - \$45.90 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 - \$57.20.
11. Making an appointment by telephone or similar telephone attendance capable of performance by a junior clerk - \$24.80.
12. On counsel with case for opinion or other papers or to appoint consultation or conference - \$86.80.
13. On consultation or conference with counsel - \$214.50.
After the first hour, per half-hour or part thereof - \$107.00 to \$166.60.
14. Searching title and other searches, per half-hour or part thereof - \$71.10.
15. On settlement of a conveyancing or commercial matter - \$68.40 to \$107.40.
After the first half-hour, per half-hour or part thereof - \$107.40 to \$166.60.
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 - \$48.10 to \$89.00.
17. All other attendances; per quarter-hour or part thereof - \$48.10.

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 - \$107.40

but not exceeding for any one day - \$1504.10

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	343	237
20	22 000	369	252
21	24 000	389	267
22	26 000	416	285
23	28 000	441	301
24	30 000	461	315
25	32 000	487	332
26	34 000	507	348
27	36 000	535	364
28	38 000	555	382
29	40 000	578	398
30	42 000	601	416
31	44 000	626	432
32	46 000	649	450
33	48 000	675	465
34	50 000	697	483
35	52 000	711	490
36	54 000	724	500
37	56 000	737	512
38	58 000	752	520
39	60 000	769	531
40	62 000	783	539
41	64 000	798	546
42	66 000	811	559
43	68 000	824	567
44	70 000	838	575
45	72 000	853	585
46	74 000	867	594
47	76 000	879	607
48	78 000	895	616
49	80 000	909	626
50	82 000	924	636
51	84 000	938	646
52	86 000	950	653
53	88 000	964	664
54	90 000	979	671
55	92 000	995	681
56	94 000	1005	692
57	96 000	1019	703
58	98 000	1035	713
59	100 000	1051	722
60	110 000	1099	752
61	120 000	1045	785
62	130 000	1193	820
63	140 000	1240	853
64	150 000	1285	882
65	160 000	1333	915
66	170 000	1380	948
67	180 000	1428	979
68	190 000	1474	1012
69	200 000	1522	1044
70	250 000	1638	1125
71	300 000	1755	1208
72	350 000	1875	1289
73	400 000	1992	1367
74	450 000	2110	1448
75	500 000	2226	1529
76	Over 500 000 add per 100 000	119	84

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	497	301
78	22 000	523	321
79	24 000	546	340
80	26 000	572	363
81	28 000	598	385
82	30 000	623	403
83	32 000	649	424
84	34 000	675	442
85	36 000	701	465
86	38 000	724	487
87	40 000	750	506
88	42 000	773	526
89	44 000	799	546
90	46 000	824	567
91	48 000	847	590
92	50 000	875	610
93	52 000	888	623
94	54 000	903	636
95	56 000	922	648
96	58 000	934	662
97	60 000	950	671
98	62 000	964	687
99	64 000	979	697
100	66 000	996	710
101	68 000	1010	721
102	70 000	1025	733
103	72 000	1036	749
104	74 000	1052	757
105	76 000	1067	772
106	78 000	1084	783
107	80 000	1100	798
108	82 000	1115	807
109	84 000	1132	821
110	86 000	1145	833
111	88 000	1159	846
112	90 000	1172	859
113	92 000	1190	872
114	94 000	1207	882
115	96 000	1220	895
116	98 000	1236	908
117	100 000	1249	922
118	110 000	1301	958
119	120 000	1350	1002
120	130 000	1399	1044
121	140 000	1448	1084
122	150 000	1500	1125
123	160 000	1551	1168
124	170 000	1603	1208
125	180 000	1651	1248
126	190 000	1700	1289
127	200 000	1752	1327
128	250 000	1875	1433
129	300 000	1999	1538
130	350 000	2123	1641
131	400 000	2252	1743
132	450 000	2376	1843
133	500 000	2499	1946
134	Over 500 000 add per 100 000	127	103

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 - \$185.00.

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 - \$64.40.

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 \$228.70.
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 - \$64.40.

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	276	237	237	158
145	20 000	369	278	278	182
146	22 000	398	299	299	198
147	24 000	432	322	322	215
148	26 000	461	347	347	231
149	28 000	496	370	370	246
150	30 000	526	395	395	262
151	32 000	555	418	418	279
152	34 000	590	442	442	293
153	36 000	619	465	465	309
154	38 000	653	490	490	327
155	40 000	682	512	512	340
156	42 000	713	538	538	356
157	44 000	749	559	559	373
158	46 000	776	584	584	387
159	48 000	811	607	607	403
160	50 000	840	630	630	421
161	52 000	860	646	646	432
162	54 000	879	656	656	441
163	56 000	899	671	671	450
164	58 000	916	688	688	457
165	60 000	938	703	703	467
166	62 000	957	717	717	478
167	64 000	974	730	730	487
168	66 000	995	743	743	497
169	68 000	1012	757	757	506
170	70 000	1032	772	772	513
171	72 000	1051	785	785	526
172	74 000	1070	799	799	535
173	76 000	1087	812	812	545
174	78 000	1106	830	830	554
175	80 000	1125	844	844	561
176	82 000	1145	859	859	572
177	84 000	1162	872	872	581
178	86 000	1180	886	886	593
179	88 000	1201	901	901	600
180	90 000	1220	915	915	609
181	92 000	1240	929	929	619
182	94 000	1258	942	942	627
183	96 000	1278	957	957	640
184	98 000	1295	970	970	648
185	100 000	1313	984	984	655
186	110 000	1378	1032	1032	688
187	120 000	1440	1080	1080	718
188	130 000	1502	1128	1128	752
189	140 000	1564	1175	1175	783
190	150 000	1629	1223	1223	815
191	160 000	1693	1271	1271	846
192	170 000	1755	1317	1317	876
193	180 000	1817	1365	1365	909
194	190 000	1879	1412	1412	941
195	200 000	1944	1456	1456	970
196	250 000	2102	1577	1577	1051
197	Over 250 000 add per 200 000	156	119	119	81
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	197	156	127
202	12 000	215	172	139
203	14 000	239	189	152
204	16 000	260	205	165
205	18 000	279	221	179
206	20 000	301	237	195
207	22 000	321	252	207
208	24 000	340	267	221
209	26 000	363	285	231
210	28 000	385	301	246
211	30 000	403	315	260
212	32 000	424	332	275
213	34 000	442	348	285
214	36 000	465	364	299
215	38 000	487	382	314
216	40 000	506	398	327
217	42 000	526	416	338
218	44 000	546	432	350
219	46 000	567	450	364
220	48 000	590	465	380
221	50 000	610	483	389
222	52 000	623	490	398
223	54 000	636	500	405
224	56 000	648	512	416
225	58 000	662	520	424
226	60 000	671	531	432
227	62 000	687	539	441
228	64 000	697	546	450
229	66 000	710	559	457
230	68 000	721	567	465
231	70 000	733	575	473
232	72 000	749	585	483
233	74 000	757	594	490
234	76 000	772	607	496

<i>Ref. No.</i>	<i>Consideration</i>	<i>Col. 1</i>	<i>Col. 2</i>	<i>Col. 3</i>
235	78 000	783	616	504
236	80 000	798	626	512
237	82 000	807	636	520
238	84 000	821	646	528
239	86 000	833	653	538
240	88 000	846	664	545
241	90 000	859	671	552
242	92 000	872	681	559
243	94 000	882	692	567
244	96 000	895	703	575
245	98 000	908	713	584
246	100 000	922	721	593
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

1. 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.
2. 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	81	48
249	14 000	88	49
250	18 000	95	55
251	22 000	103	62
252	26 000	110	66
253	30 000	119	69
254	34 000	127	74
255	38 000	136	77
256	42 000	143	84
257	46 000	150	88
258	50 000	158	94
259	Exceeding 50 000	158	94

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	81	48
261	14 000	88	49
262	18 000	95	55
263	22 000	103	62
264	26 000	110	66
265	30 000	119	69
266	Exceeding 30 000	119	69

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 - \$290.20.
268. For each additional certificate of title or mortgage produced beyond the first title or mortgage referred to in the application - \$27.40.

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 - \$321.90.
270. For each additional certificate of title or mortgage produced beyond the first title or mortgage referred to in the application - \$27.40.

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 - \$182.80.

for each additional Crown grant, certificate of title, chain of title deeds, or other document beyond the second - \$27.40.

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.