



SUPREME COURT OF VICTORIA

LEGAL COSTS COMMITTEE

27 OCTOBER 2015

PRACTITIONER REMUNERATION ORDER

Pursuant to section 94 of the *Legal Profession Uniform Law Application Act 2014*, the Legal Costs Committee makes the following order:

LAW INSTITUTE OF VICTORIA LIMITED

**PRACTITIONER
REMUNERATION
ORDER**

Legal Profession Uniform Law Application Act 2014
Including
Amendments commencing

1st January 2016

Legal Profession Uniform Law Application Act 2014

PRACTITIONER REMUNERATION ORDER
(includes GST)

We ALEXANDER JAMIE WOOD as nominee of the Chief Justice of the Supreme Court of Victoria, CHRISTOPHER O'NEILL as nominee of the Chief Judge of the County Court, BARRY BERNARD BRAUN as nominee of the Chief Magistrate, MICHELLE QUIGLEY QC a person nominated by The Victorian Bar, PHILIP LAURENCE WILLIAMS and PENELOPE JANE VAN den BERG as persons nominated by the Attorney-General, JANINE WIRTH and JIM DELANY QC being two persons nominated by the Victorian Legal Services Board and PENELOPE FRANCES ROBERTSON being a person nominated by Law Institute of Victoria Ltd and being the nine persons authorized in that behalf by the **Legal Profession Uniform Law Application Act 2014** 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 2016.
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 2015 is hereby revoked.
(2) Notwithstanding the revocation of the Practitioner Remuneration Order commenced 1 January 2015, 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to and in relation to business, other than business referred to in Clause 2, in all respects as if that Order had not been revoked.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 \$16.00 to \$23.00 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 \$153.90 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.
-

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 - \$20.50 to \$33.60
 - (b) partly in print, for so much as remains in print, per folio - \$10.00
 - (c) partly in print, for so much as is not in print, per folio - \$20.50 to \$33.60.

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

TYPEWRITING

3. (1) Per folio - \$12.70
- (2) For each carbon copy, photocopy or other machine made copy, per page - \$2.60.

FACSIMILES

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

Transmitting:

First page \$13.30
Each subsequent page \$4.50

Receiving

First page \$13.30
Each subsequent page \$2.60

EMAIL

5. Receiving written material by means of electronic transmission (email) as follows:
First page including copy of first page \$13.30
Copy of second and subsequent pages, per page, - \$2.60

PERUSING

6. When it is necessary to peruse any document or part of a document (including correspondence), whether in print or not, per folio - \$12.70.
7. 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 - \$6.70.

LETTERS

Including sending by electronic transmission (email)

8. Formal acknowledgment or the like, e.g. letter enclosing documents, requesting a reply, etc. - \$33.60.
9. Circular letters - i.e. letters which except for the particulars of address are identical, for each letter after the first - \$16.60.
10. Other letters - \$49.00 or such charge as is fair and reasonable having regard to items 1, 2 and 3 of this Schedule.

ATTENDANCES

11. 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 - \$61.20.
12. Making an appointment by telephone or similar telephone attendance capable of performance by a junior clerk - \$26.50.
13. On counsel with case for opinion or other papers or to appoint consultation or conference - \$92.80.
14. On consultation or conference with counsel - \$229.30.
After the first hour, per half-hour or part thereof - \$114.30 to \$178.10.
15. Searching title and other searches, per half-hour or part thereof - \$76.00.
16. On settlement of a conveyancing or commercial matter - \$73.20 to \$114.80.
After the first half-hour, per half-hour or part thereof - \$114.80 to \$178.10.
17. 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 - \$51.50 to \$95.10.
18. All other attendances; per quarter-hour or part thereof - \$51.50.

JOURNEYS

19. 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 - \$114.80.

but not exceeding for any one day - \$1,608.00

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 outgoings, 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	359	248
20	22 000	386	264
21	24 000	407	280
22	26 000	435	298
23	28 000	462	315
24	30 000	482	330
25	32 000	510	348
26	34 000	531	364
27	36 000	560	381
28	38 000	582	400
29	40 000	605	417
30	42 000	630	435
31	44 000	655	453
32	46 000	680	471
33	48 000	706	487
34	50 000	730	506
35	52 000	744	513
36	54 000	758	523
37	56 000	772	536
38	58 000	787	545
39	60 000	805	556
40	62 000	820	564
41	64 000	835	571
42	66 000	849	586
43	68 000	863	594
44	70 000	877	602
45	72 000	893	612
46	74 000	908	622
47	76 000	920	636
48	78 000	937	645
49	80 000	952	655
50	82 000	968	666
51	84 000	982	677
52	86 000	995	684
53	88 000	1010	695
54	90 000	1025	702
55	92 000	1042	714
56	94 000	1053	725
57	96 000	1067	736
58	98 000	1084	746
59	100 000	1101	756
60	110 000	1151	787
61	120 000	1199	822
62	130 000	1249	859
63	140 000	1298	893
64	150 000	1345	924
65	160 000	1396	958
66	170 000	1445	993
67	180 000	1495	1025
68	190 000	1544	1060
69	200 000	1594	1093
70	250 000	1715	1178
71	300 000	1838	1264
72	350 000	1964	1349
73	400 000	2086	1431
74	450 000	2209	1516
75	500 000	2331	1601
76	Over 500 000 add per 100 000	125	88

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	520	315
78	22 000	548	336
79	24 000	571	356
80	26 000	599	380
81	28 000	627	403
82	30 000	652	422
83	32 000	680	444
84	34 000	706	463
85	36 000	734	487
86	38 000	758	510
87	40 000	785	529
88	42 000	810	551
89	44 000	836	571
90	46 000	863	594
91	48 000	887	617
92	50 000	916	639
93	52 000	930	652
94	54 000	946	666
95	56 000	965	679
96	58 000	978	693
97	60 000	995	702
98	62 000	1010	720
99	64 000	1025	730
100	66 000	1043	743
101	68 000	1058	755
102	70 000	1073	768
103	72 000	1085	784
104	74 000	1102	792
105	76 000	1117	809
106	78 000	1135	820
107	80 000	1152	835
108	82 000	1167	845
109	84 000	1186	860
110	86 000	1199	872
111	88 000	1213	886
112	90 000	1228	900
113	92 000	1246	913
114	94 000	1263	924
115	96 000	1278	937
116	98 000	1294	951
117	100 000	1307	965
118	110 000	1363	1003
119	120 000	1414	1049
120	130 000	1465	1093
121	140 000	1516	1135
122	150 000	1571	1178
123	160 000	1624	1223
124	170 000	1678	1264
125	180 000	1729	1306
126	190 000	1780	1349
127	200 000	1835	1389
128	250 000	1964	1501
129	300 000	2093	1611
130	350 000	2223	1718
131	400 000	2358	1826
132	450 000	2488	1930
133	500 000	2617	2037
134	Over 500 000 add per 100 000	133	108

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 - \$197.70.

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	126	62
136	35 000	172	86
137	50 000	205	102
138	Over 50 000 add per 25 000	24	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 - \$68.90.

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 \$244.50.
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	172	148
141	200 000	257	228
142	300 000	342	286
143	Over 300 000 add per 100 000	29	24

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 - \$68.90.

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 1A	Col 1B	Col. 2C	Col.2D
	\$ Not exceeding	\$	\$	\$	\$
144	15 000	289	248	248	165
145	20 000	386	290	290	191
146	22 000	416	314	314	208
147	24 000	453	337	337	226
148	26 000	482	363	363	242
149	28 000	519	387	387	258
150	30 000	551	413	413	274
151	32 000	582	438	438	292
152	34 000	617	463	463	308
153	36 000	648	488	488	324
154	38 000	684	513	513	342
155	40 000	715	536	536	356
156	42 000	746	563	563	372
157	44 000	784	586	586	390
158	46 000	813	611	611	406
159	48 000	849	636	636	422
160	50 000	879	660	660	441
161	52 000	901	677	677	453
162	54 000	920	689	689	462
163	56 000	941	702	702	471
164	58 000	960	721	721	478
165	60 000	982	736	736	489
166	62 000	1002	750	750	501
167	64 000	1020	765	765	510
168	66 000	1042	778	778	520
169	68 000	1060	793	793	529
170	70 000	1080	809	809	538
171	72 000	1101	822	822	551
172	74 000	1120	837	837	560
173	76 000	1139	850	850	570
174	78 000	1158	869	869	580
175	80 000	1178	884	884	588
176	82 000	1199	900	900	599
177	84 000	1217	913	913	608
178	86 000	1235	928	928	620
179	88 000	1258	943	943	629
180	90 000	1278	958	958	637
181	92 000	1299	973	973	648
182	94 000	1317	986	986	657
183	96 000	1338	1002	1002	671
184	98 000	1356	1016	1016	678
185	100 000	1375	1030	1030	686
186	110 000	1442	1080	1080	721
187	120 000	1508	1131	1131	752
188	130 000	1573	1181	1181	787
189	140 000	1638	1231	1231	821
190	150 000	1706	1281	1281	854
191	160 000	1772	1331	1331	885
192	170 000	1838	1379	1379	917
193	180 000	1902	1429	1429	952
194	190 000	1968	1479	1479	985
195	200 000	2036	1491	1491	994
196	250 000	2201	1616	1616	1077
197	Over 250 000 add per 200 000	165	121	121	83

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	205	164	133
202	12 000	226	180	145
203	14 000	249	198	158
204	16 000	273	215	173
205	18 000	292	232	188
206	20 000	315	248	204
207	22 000	336	264	217
208	24 000	356	280	232
209	26 000	380	298	242
210	28 000	403	315	258
211	30 000	422	330	273
212	32 000	444	349	287
213	34 000	463	365	298
214	36 000	488	381	314
215	38 000	510	400	328
216	40 000	529	416	342
217	42 000	551	435	355
218	44 000	572	453	366
219	46 000	593	471	381
220	48 000	617	488	398
221	50 000	639	506	407
222	52 000	652	513	416
223	54 000	666	523	424
224	56 000	678	536	435
225	58 000	693	545	444
226	60 000	702	555	453
227	62 000	719	564	462
228	64 000	730	572	471
229	66 000	743	586	478
230	68 000	755	593	488
231	70 000	768	602	495
232	72 000	784	613	506
233	74 000	793	623	513
234	76 000	809	636	519

<i>Ref. No.</i>	<i>Consideration</i>	<i>Col 1</i>	<i>Col 2</i>	<i>Col 3</i>
	\$ Not exceeding	\$	\$	\$
235	78 000	821	645	528
236	80 000	835	655	536
237	82 000	844	666	545
238	84 000	860	677	552
239	86 000	872	684	563
240	88 000	885	695	570
241	90 000	900	702	579
242	92 000	913	712	586
243	94 000	923	725	593
244	96 000	937	736	602
245	98 000	951	746	611
246	100 000	966	755	620
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	89	50
249	14 000	96	51
250	18 000	103	57
251	22 000	112	65
252	26 000	122	70
253	30 000	131	73
254	34 000	139	78
255	38 000	148	81
256	42 000	155	88
257	46 000	164	92
258	50 000	174	98
259	Exceeding 50 000	174	98

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	85	50
261	14 000	92	51
262	18 000	99	57
263	22 000	108	65
264	26 000	116	70
265	30 000	125	73
266	Exceeding 30 000	125	73

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 - \$310.20.
268. For each additional certificate of title or mortgage produced beyond the first title or mortgage referred to in the application - \$29.30.

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 - \$344.10.
270. For each additional certificate of title or mortgage produced beyond the first title or mortgage referred to in the application - \$29.30.

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 - \$195.50.

for each additional Crown grant, certificate of title, chain of title deeds, or other document beyond the second - \$29.30.

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 17th day of November 2015.



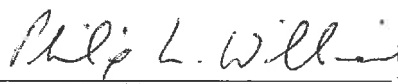
A.J Wood



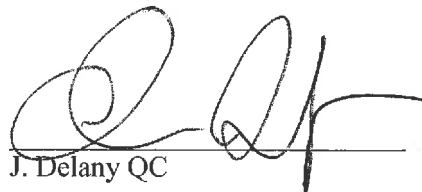
C. O'Neill



B. Braun



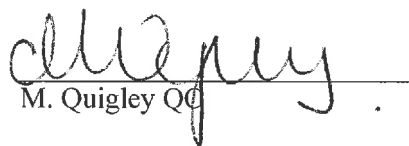
P. L. Williams




J. Delany QC



P. F. Robertson



M. Quigley QC



P Van Den Berg



J. Wirth