

LAW INSTITUTE OF VICTORIA LIMITED

**PRACTITIONER  
REMUNERATION  
ORDER**

Legal Profession Uniform Law Application Act 2014  
Including  
Amendments commencing

1<sup>st</sup> January 2018

# Legal Profession Uniform Law Application Act 2014

## PRACTITIONER REMUNERATION ORDER

(includes GST)

We, the LEGAL COSTS COMMITTEE, being the persons authorised pursuant to 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 the manner following:

1. This Order may be cited as the Practitioner Remuneration Order and shall come into operation on 1 January 2018.

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 2017 is hereby revoked.

(2) Notwithstanding the revocation of the Practitioner Remuneration Order commenced 1 January 2017, 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to and in relation to business, other than business referred to in Clause 2, in all respects as if that Order had not been revoked.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 Costs Court may increase or diminish such charges if, for any special reason, it 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 \$16.60 to \$23.80 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 \$159.30 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 - \$21.30 to \$34.70

(b) partly in print, for so much as remains in print, per folio - \$10.30

(c) partly in print, for so much as is not in print, per folio - \$21.30 to \$34.70.

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

#### TYPEWRITING

3. (1) Per folio - \$13.20

(2) For each carbon copy, photocopy or other machine made copy, per page - \$2.70.

## FACSIMILES

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

Transmitting:  
First page \$13.80  
Each subsequent page \$4.70

Receiving  
First page \$13.80  
Each subsequent page \$2.70

## EMAIL

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

First page including copy of first page \$13.80  
Copy of second and subsequent pages, per page, - \$2.70

## PERUSING

6. When it is necessary to peruse any document or part of a document (including correspondence), whether in print or not, per folio - \$13.20.

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 - \$6.90.

## LETTERS

Including sending by electronic transmission (email)

8. Formal acknowledgment or the like, e.g. letter enclosing documents, requesting a reply, etc. - \$34.70.

9. Circular letters - i.e. letters which except for the particulars of address are identical, for each letter after the first - \$17.20.

10. Other letters - \$50.70 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 - \$63.40.

12. Making an appointment by telephone or similar telephone attendance capable of performance by a junior clerk - \$27.50.

13. On counsel with case for opinion or other papers or to appoint consultation or conference - \$96.10.

14. On consultation or conference with counsel - \$237.40.  
After the first hour, per half-hour or part thereof - \$118.30 to \$184.40.
15. Searching title and other searches, per half-hour or part thereof - \$78.70.
16. On settlement of a conveyancing or commercial matter - \$75.80 to \$118.90.  
After the first half-hour, per half-hour or part thereof - \$118.90 to \$184.40.
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 - \$53.30 to \$98.50
18. All other attendances; per quarter-hour or part thereof - \$53.30

## 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 - \$118.90.  
but not exceeding for any one day - \$1,664.90

## 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>
	<i>\$ Not exceeding</i>	<i>\$</i>	<i>\$</i>
19	20 000	379	262
20	22 000	408	279
21	24 000	429	296
22	26 000	460	315
23	28 000	489	333
24	30 000	509	349
25	32 000	540	368
26	34 000	561	385
27	36 000	592	403
28	38 000	615	422
29	40 000	640	442
30	42 000	665	460
31	44 000	693	478
32	46 000	718	498
33	48 000	746	515
34	50 000	772	535
35	52 000	786	543
36	54 000	801	553
37	56 000	816	566
38	58 000	832	575
39	60 000	851	588
40	62 000	867	597
41	64 000	882	604
42	66 000	897	619
43	68 000	913	628
44	70 000	927	636
45	72 000	943	647
46	74 000	960	657
47	76 000	972	672

48	78 000	990	682
49	80 000	1007	693
50	82 000	1023	704
51	84 000	1037	715
52	86 000	1052	723
53	88 000	1068	734
54	90 000	1083	742
55	92 000	1102	755
56	94 000	1113	767
57	96 000	1127	778
58	98 000	1145	788
59	100000	1164	799
60	110000	1216	832
61	120000	1267	869
62	130000	1320	908
63	140000	1372	943
64	150000	1422	976
65	160000	1476	1013
66	170000	1527	1050
67	180000	1580	1083
68	190000	1632	1120
69	200000	1684	1156
70	250000	1813	1245
71	300000	1943	1336
72	350000	2076	1426
73	400000	2204	1513
74	450000	2335	1601
75	500000	2463	1691
76	Over 500 000 add per 100 000	133	93

**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	550	333
78	22 000	578	355
79	24 000	604	376
80	26 000	633	402
81	28 000	662	425
82	30 000	689	447

83	32 000	718	469
84	34 000	746	490
85	36 000	776	515
86	38 000	801	540
87	40 000	829	559
88	42 000	856	582
89	44 000	883	604
90	46 000	913	628
91	48 000	937	652
92	50 000	968	676
93	52 000	982	689
94	54 000	1001	704
95	56 000	1020	717
96	58 000	1033	732
97	60 000	1052	742
98	62 000	1068	761
99	64 000	1083	772
100	66 000	1103	785
101	68 000	1118	798
102	70 000	1133	811
103	72 000	1147	828
104	74 000	1165	837
105	76 000	1180	855
106	78 000	1199	867
107	80 000	1217	882
108	82 000	1234	892
109	84 000	1254	910
110	86 000	1267	922
111	88 000	1282	936
112	90 000	1297	951
113	92 000	1317	965
114	94 000	1335	976
115	96 000	1350	990
116	98 000	1367	1006
117	100000	1381	1020
118	110000	1440	1060
119	120000	1494	1109
120	130000	1548	1156
121	140000	1601	1199
122	150000	1661	1245
123	160000	1717	1292
124	170000	1773	1336
125	180000	1827	1380

126	190000	1882	1426
127	200000	1940	1469
128	250000	2076	1586
129	300000	2212	1703
130	350000	2350	1816
131	400000	2493	1930
132	450000	2630	2040
133	500000	2766	2152
134	Over 500 000 add per 100 000	141	113

## 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 - \$204.70.

Transfer of Land Act 1958			
<i>Column 1 legal practitioner for mortgagee. Column 2 legal practitioner for mortgagor</i>			
<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	131	64
136	35 000	178	89
137	50 000	213	105
138	Over 50 000 add per 25 000	25	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 - \$71.30.

### **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 \$253.20.

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*

Ref No.	Amount of Principal Debt Discharged	Col. 1	Col.2
	\$ Not exceeding	\$	\$
140	100 000	178	153
141	200 000	266	236

142	300 000	354	296
143	Over 300 000 add per 100 000	30	25

---

### **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 - \$71.30.

### 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	306	262	262	174
145	20 000	408	307	307	202
146	22 000	440	331	331	220
147	24 000	478	357	357	239
148	26 000	509	384	384	256
149	28 000	549	409	409	272
150	30 000	582	437	437	290
151	32 000	615	463	463	309
152	34 000	652	490	490	325
153	36 000	685	516	516	342
154	38 000	723	543	543	362
155	40 000	756	566	566	376
156	42 000	788	596	596	393
157	44 000	828	619	619	412
158	46 000	860	646	646	428
159	48 000	897	672	672	447
160	50 000	929	698	698	466
161	52 000	953	715	715	478
162	54 000	972	728	728	489
163	56 000	994	742	742	498
164	58 000	1015	762	762	505
165	60 000	1037	778	778	517
166	62 000	1059	793	793	529
167	64 000	1078	808	808	540
168	66 000	1102	822	822	550
169	68 000	1120	838	838	559
170	70 000	1141	855	855	568
171	72 000	1164	869	869	582
172	74 000	1183	884	884	592
173	76 000	1204	898	898	603
174	78 000	1223	919	919	613
175	80 000	1245	934	934	621
176	82 000	1267	951	951	633
177	84 000	1286	965	965	643
178	86 000	1306	980	980	655



179	88 000	1330	997	997	664
180	90 000	1350	1013	1013	673
181	92 000	1373	1028	1028	685
182	94 000	1392	1041	1041	695
183	96 000	1414	1059	1059	709
184	98 000	1433	1074	1074	716
185	100 000	1452	1088	1088	725
186	110 000	1524	1141	1141	762
187	120 000	1593	1195	1195	795
188	130 000	1663	1248	1248	832
189	140 000	1731	1300	1300	868
190	150 000	1803	1354	1354	902
191	160 000	1873	1407	1407	935
192	170 000	1943	1457	1457	969
193	180 000	2009	1511	1511	1007
194	190 000	2080	1564	1564	1040
195	200 000	2151	1576	1576	1051
196	250 000	2326	1708	1708	1137
197	Over 250 000 add per 200 000	174	129	129	88

## 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 Rule 11 of Legal Profession Uniform Law Australian Solicitors' Conduct Rules 2015 does not prohibit the legal practitioner from acting for both creditor and debtor.

Ref. No.	Consideration	Col 1	Col 2	Col 3
201	10 000	217	173	141

202	12 000	239	190	153
203	14 000	263	210	167
204	16 000	289	227	183
205	18 000	309	245	199
206	20 000	333	262	216
207	22 000	355	279	229
208	24 000	376	296	245
209	26 000	402	315	256
210	28 000	425	333	272
211	30 000	447	349	289
212	32 000	469	369	304
213	34 000	490	386	315
214	36 000	516	403	331
215	38 000	540	422	346
216	40 000	559	440	362
217	42 000	582	460	375
218	44 000	605	478	387
219	46 000	626	498	403
220	48 000	652	516	420
221	50 000	676	535	429
222	52 000	689	543	440
223	54 000	704	553	449
224	56 000	716	566	460
225	58 000	732	575	469
226	60 000	742	586	478
227	62 000	760	597	489
228	64 000	772	605	498
229	66 000	785	619	505
230	68 000	798	626	516
231	70 000	811	636	523
232	72 000	828	648	535
233	74 000	838	658	543
234	76 000	855	672	549

<i>Ref. No.</i>	<i>Consideration</i>	<i>Col 1</i>	<i>Col 2</i>	<i>Col 3</i>
	\$ Not exceeding	\$	\$	\$

235	78 000	868	682	558
236	80 000	882	693	566
237	82 000	891	704	575
238	84 000	910	715	583
239	86 000	922	723	596
240	88 000	935	734	603
241	90 000	951	742	612
242	92 000	965	753	619
243	94 000	975	767	626
244	96 000	990	778	636
245	98 000	1006	788	646
246	100 000	1021	798	655
	Over 100 000 - such additional charge as is			
247	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.

Ref. No.	Consideration	Col. 1	Col.2
	\$ Not exceeding	\$	\$
248	10 000	94	53
249	14 000	101	54
250	18 000	108	60
251	22 000	118	68
252	26 000	130	74
253	30 000	139	78
254	34 000	147	83
255	38 000	156	86
256	42 000	164	93
257	46 000	173	97
258	50 000	184	103
259	Exceeding 50000	184	103

## **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	90	53
261	14 000	97	54
262	18 000	104	60
263	22 000	113	68
264	26 000	123	74
265	30 000	133	78
266	Exceeding 30 000	133	78

## **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 - \$321.20.

268. For each additional certificate of title or mortgage produced beyond the first title or mortgage referred to in the application - \$30.40.

## **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 - \$356.30.

270. For each additional certificate of title or mortgage produced beyond the first title or mortgage referred to in the application - \$30.40.

## **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 - \$202.50

for each additional Crown grant, certificate of title, chain of title deeds, or other document beyond the second - \$30.40

## **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 procurator 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                      2017.

\_\_\_\_\_  
A.J. Wood

\_\_\_\_\_  
A. Tsalamandris

\_\_\_\_\_  
P. Ginnane

\_\_\_\_\_  
J. Delany QC

\_\_\_\_\_  
L. Harris

\_\_\_\_\_  
M. Quigley QC

---

P. Van Den Berg

---

G. Butcher

---

J. Wirth

---

P.L. Williams