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VICTORIA

# GOVERNMENT GAZETTE

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## SOLICITORS' REMUNERATION ORDER

Law Institute of Victoria

## VICTORIA.

*Supreme Court Act 1958.*

## GENERAL ORDERS.

## GENERAL ORDER MADE PURSUANT TO THE SUPREME COURT ACT 1958.

WE the Honourable Alexander Duncan Grant Adam a Judge of the Supreme Court of Victoria nominated by the Chief Justice thereof, Charles Philip Jacobs a Master of the Supreme Court and Cyril Edward Fyffe Taxing Master of the Supreme Court, being two persons nominated by the Governor in Council, John Wallace Ball and Neville Leonard Colbran, being two members of the Council of the Law Institute of Victoria nominated by the said Council and being the five persons authorized in that behalf by the *Supreme Court Act 1958* 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 Solicitors Remuneration Order 1968 and shall come into force on the first day of August One thousand nine hundred and sixty-eight but shall not affect the rights of a solicitor or client in respect of matters pending on the said date.

2. The remuneration of solicitors in respect of business connected with—

- (i) sales purchases leases mortgages wills settlements formation and registration of companies deeds of arrangement and other matters of conveyancing 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 contentious business ; and

(ii) negotiating for or procuring an agreement for a loan—

is hereby prescribed and regulated as follows :—

A. For all such business—

(a) where the business undertaken is the whole of the work for which some charge or charges is or are prescribed by the First, Second and Third Schedules or any of them—

(i) if the business so undertaken is completed or substantially completed the charges which may be made therefor shall be the relevant charges prescribed by the said Schedules ;

(ii) if the business so undertaken is not substantially completed but this occurs at the request 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 the said Schedules proportionate to the extent of the work done or the work so made use of as the case may be.

(b) where the business undertaken is a portion of the work for which some charge or charges is or are prescribed by the said Schedules or any of them—

(i) if the business so undertaken is completed or substantially completed the charge which may be made shall be a rateable part of the relevant charges prescribed by the said Schedules proportionate to the extent of the work so undertaken ;

(ii) if the business so undertaken is not substantially completed but this occurs at the request 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 the said Schedules proportionate to the extent of the work done or the work so made use of as the case may be.

(c) in all cases where—

(i) matters or transactions within the meaning of paragraph 2 of this Order are undertaken but for which no charges are prescribed in the First, Second and Third Schedules hereto the charges therefor shall be in accordance with the Fourth Schedule hereto,

or

(ii) matters or transactions for which charges are prescribed in the First, Second and Third Schedules hereto 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 or Authority or third party in respect of business transacted and performed a further charge in respect thereof shall be made in accordance with the Fourth Schedule hereto,

or

(iii) matters or transactions for which charges are prescribed in the First, Second and Third Schedules hereto are of unusual difficulty or complexity or involved skill or responsibility which in normal circumstances is not usual and necessary to complete the 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.

- B. For journeys the charges prescribed by Part B of the Fourth Schedule may be made in addition to the charges herein before authorized.
3. The remuneration so prescribed shall not include—
- (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 or hotel expenses parchment duty stamps or other disbursements reasonably and properly incurred and paid, which may be charged in addition to the remuneration so prescribed ;
  - (b) payments necessarily made for correspondence between solicitors where one solicitor is employed as agent, which may be charged in accordance with the Fourth Schedule in addition to the remuneration so prescribed ;
  - (c) the charge which may be made by an agent against his principal shall be in accordance with the Fourth Schedule hereto but in no case shall such charge exceed an amount which is reasonable having regard to the charge that the principal solicitor may be entitled to make to his client.
4. Remuneration at the rate of Two Dollars per hour in addition to such prescribed remuneration may be charged in respect of any business necessarily transacted at the request of the client outside the normal hours of business of the solicitor.
5. In this Order and the schedules hereto unless inconsistent with the context or subject-matter :—
- (a) When in a particular transaction the consideration is not wholly monetary the word “consideration” includes the value of any real or personal property transferred conveyed exchanged or given or agreed to be transferred conveyed exchanged or given which is the subject-matter or part of the subject-matter of the transaction.
  - (b) When the consideration relates to a transaction comprising land under the provisions of the Transfer of Land Act and other land or comprising real and personal property such consideration for the purpose of determining the remuneration of a solicitor shall be apportioned according to the respective values of the property in question and remuneration may be charged in respect of each transfer conveyance or other assurance necessarily prepared.
  - (c) When the consideration for a transaction is marriage or any other consideration which is not monetary and when there is no consideration for a transaction remuneration based upon the value of the property the subject-matter of the transaction may be charged.
  - (d) The consideration for a mortgage bill of sale or stock mortgage shall include any sum secured by such document and any other specified or ascertainable sum agreed to be advanced and secured thereby but without regard to the amount of any possible but unspecified further advance not ascertainable by the terms of such document. If such document secures no specified or ascertainable sum item remuneration shall apply.
  - (e) On the sale of an equity of redemption the principal sum owing shall be deemed to form part of the consideration except when the mortgagee is the purchaser and employs the solicitor who prepared the mortgage in which case the remuneration shall be charged upon the sale price of such equity.
  - (f) “Item remuneration” means remuneration prescribed by the Fourth Schedule hereto as distinguished from remuneration prescribed by the other Schedules hereto.
  - (g) “Folio” means seventy-two words or figures or words and figures.
  - (h) “Lease” includes instrument of lease under the Transfer of Land Act lease under seal agreement for lease sub-lease and tenancy agreement.
  - (i) “Vendor” includes transferrer assignor and grantor and “purchaser” includes transferee assignee and grantee in a contract of exchange of land or of land and personal property.
  - (j) The *Acts Interpretation Act* 1958 applies to this Order and Schedules hereto in like manner as it applies to an Act of Parliament.
  - (k) “Cash contract” means a contract of sale under which the purchaser is entitled to possession or the receipts of rent and profits upon paying or securing to the Vendor the whole of the purchase money payable under that contract.
  - (l) “Terms contract” means a contract of sale which is not a cash contract.
6. (i) In all cases to which the remuneration prescribed by the First Second and Third Schedules hereto applies a solicitor may within fourteen days from the time of undertaking any business by notice in writing to his client elect to charge item remuneration.
- (ii) Upon such election the client may terminate the retainer and item remuneration shall apply in respect of services theretofore rendered.
7. Where the transaction 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 hereinafter specified for a similar transaction comprising land under the provisions of the Transfer of Land Act.
8. Where a solicitor is authorized by the First or Second Schedules hereof to make charges in respect of two or more transactions relating to the same land completed at the same time for the same client then each charge under Part C or Part D or Part F shall be reduced by one-third.

Provided, however, that, where more than one charge may be made under Part C or Part D thereof the total of the charges payable under such part shall in no event be reduced to a sum less than the total of the charges that would be payable in respect of the highest of such charges (before reduction) together with the sum of Ten Dollars for each additional charge under such part.

9. Where a solicitor acts for a society registered under the provisions of the *Co-operative Housing Societies Act* 1958 his charge under Part C or Part F of the First or Second Schedules hereof shall be reduced to 75 per cent. of the charge otherwise appropriate.

10. The First, Second and Third Schedules to this Order shall not apply to transactions concerning any premises subject to a licence as defined in the *Licensing Act* 1958 as amended.

11. Where the solicitor acts in a survivorship application or for a transferor or transferee in the transfer of land pursuant to a devise in a will his remuneration shall be one-half of the charge prescribed by the *ad valorem* scales set out in column 3 of Part A and column 2 of Part B of the First Schedule respectively or column 3 of Part A and column 2A of Part B of the Second Schedule respectively based upon the value of the property the subject-matter of the transaction.

12. Where a solicitor negotiates for or procures an agreement for the renewal of a mortgage or other security or arranges the extension of a terms contract of sale his charges shall be in accordance with the Fourth Schedule.

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FIRST SCHEDULE.

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TRANSACTIONS CONCERNING FREEHOLD AND LEASEHOLD LAND IN VICTORIA UNDER THE PROVISIONS OF THE TRANSFER OF LAND ACT.

*Transfer of Land Act.*

PART A.

CONTRACTS OF SALE AND TRANSFERS OF LAND VENDORS SCALES OF CHARGES.

1 *Column 1. Drawing and Engrossing Contract of Sale.*

Charges of Solicitor for Vendor in connexion with preparation of a contract of sale of freehold or leasehold land (and conditions contained therein) comprising instructions for, and drawing, settling, and engrossing (in duplicate) contract of sale shall be the charges prescribed in Column 1.

2 *Column 2. Contract (Terms) of Sale and Preliminary Settlement.*

Charges of Solicitor for Vendor in connexion with—

(a) Terms contract of sale of freehold or leasehold land (and conditions contained therein) comprising instructions for, and drawing and/or settling draft contract of sale with Purchaser, his solicitor or agent, engrossing (in duplicate) contract of sale, obtaining signature and exchanging parts

and

(b) Instructions, perusal of documents, answers to requisitions on title, checking adjustment account, attention to Land Tax notices, attendances and correspondence and arranging and effecting preliminary settlement of transaction on behalf of vendor but excluding any matters relating to transfer

shall be the charges prescribed by Column 2.

3 Where a Solicitor acts for a Vendor in connexion with the services set out in Ref. No. 2 (b) only his charges in respect thereof shall be those prescribed by Column 2 but reduced by the charges prescribed by Column 1.

4 *Column 3. Completion of Terms Contract of Sale by Transfer.*

Charges of Solicitor for Vendor in connexion with completion by transfer of a terms contract of sale including perusal of transfer and all necessary attendances and correspondence to effect the final settlement of transaction on behalf of Vendor, shall be the charges prescribed by Column 3.

5 As a calculation of the balance of purchase money due under a terms contract of sale is a service not included a solicitor may charge additional remuneration in respect thereof in accordance with the Fourth Schedule.

6 *Column 4. Cash Contract of Sale and Transfer.*

Charges of Solicitor for Vendor in connexion with—

(a) Preparation of cash contract of sale of freehold or leasehold land (and conditions contained therein) comprising instructions for, and drawing and/or settling draft contract of sale with Purchaser, his solicitor or agent, engrossing (in duplicate) contract of sale, obtaining signature and exchanging parts

and

(b) Instructions for transfer and preparation and perusal of documents, answers to requisitions on title, checking adjustment account, attention to Land Tax Notices, attendances and correspondence and arranging and effecting final settlement of transaction on behalf of Vendor

shall be the charges prescribed by Column four.

7 Where a solicitor acts for a Vendor in connexion with the services set out in Ref. No. 6 (b) only his charges in respect thereof shall be those prescribed by Column four but reduced by the charges prescribed by Column 1.

- Column 1 Drawing and engrossing Contract of Sale in duplicate.
- 2 Contract (terms) of Sale and preliminary settlement.
- 3 Completion of Terms Contract by Transfer.
- 4 Cash Contract of Sale and Transfer.

Ref. No.	Consideration	1	2	3	4
	Not exceeding—				
	\$	\$	\$	\$	\$
8	2,000 .. .. .	16.00	34.00	16.00	37.00
9	4,000 .. .. .	19.00	41.00	19.00	44.00
10	6,000 .. .. .	22.00	47.00	22.00	50.00
11	8,000 .. .. .	25.00	53.00	25.00	57.00
12	10,000 .. .. .	28.00	59.00	28.00	64.00
13	12,000 .. .. .	30.00	66.00	30.00	70.00
14	14,000 .. .. .	33.00	71.00	33.00	77.00
15	16,000 .. .. .	36.00	78.00	36.00	84.00
16	18,000 .. .. .	39.00	84.00	39.00	90.00
17	20,000 .. .. .	42.00	90.00	42.00	97.00
18	22,000 .. .. .	45.00	96.00	45.00	104.00
19	24,000 .. .. .	48.00	103.00	48.00	110.00
20	26,000 .. .. .	50.00	108.00	50.00	117.00
21	28,000 .. .. .	53.00	115.00	53.00	124.00
22	30,000 .. .. .	56.00	121.00	56.00	130.00
23	32,000 .. .. .	59.00	127.00	59.00	138.00
24	34,000 .. .. .	62.00	133.00	62.00	143.00
25	36,000 .. .. .	65.00	140.00	65.00	150.00
26	38,000 .. .. .	68.00	145.00	68.00	157.00
27	40,000 .. .. .	70.00	152.00	70.00	163.00
28	42,000 .. .. .	73.00	158.00	73.00	170.00
29	44,000 .. .. .	76.00	164.00	76.00	177.00
30	46,000 .. .. .	79.00	170.00	79.00	183.00
31	48,000 .. .. .	82.00	177.00	82.00	190.00
32	50,000 .. .. .	85.00	182.00	85.00	197.00
33	52,000 .. .. .	86.00	186.00	86.00	201.00
34	54,000 .. .. .	87.00	190.00	87.00	205.00
35	56,000 .. .. .	89.00	194.00	89.00	209.00
36	58,000 .. .. .	91.00	198.00	91.00	213.00
37	60,000 .. .. .	93.00	202.00	93.00	217.00
38	62,000 .. .. .	95.00	206.00	95.00	220.00
39	64,000 .. .. .	96.00	209.00	96.00	225.00
40	66,000 .. .. .	98.00	213.00	98.00	229.00
41	68,000 .. .. .	100.00	217.00	100.00	233.00
42	70,000 .. .. .	102.00	220.00	102.00	236.00
43	72,000 .. .. .	104.00	223.00	104.00	240.00
44	74,000 .. .. .	105.00	227.00	105.00	245.00
45	76,000 .. .. .	106.00	231.00	106.00	249.00
46	78,000 .. .. .	108.00	235.00	108.00	253.00
47	80,000 .. .. .	110.00	238.00	110.00	256.00
48	82,000 .. .. .	112.00	242.00	112.00	260.00
49	84,000 .. .. .	113.00	246.00	113.00	265.00
50	86,000 .. .. .	115.00	250.00	115.00	269.00
51	88,000 .. .. .	117.00	254.00	117.00	273.00
52	90,000 .. .. .	119.00	257.00	119.00	276.00
53	92,000 .. .. .	121.00	260.00	121.00	280.00
54	94,000 .. .. .	122.00	264.00	122.00	285.00
55	96,000 .. .. .	124.00	268.00	124.00	289.00
56	98,000 .. .. .	125.00	272.00	125.00	293.00
57	100,000 .. .. .	127.00	275.00	127.00	297.00
58	110,000 .. .. .	133.00	288.00	133.00	310.00
59	120,000 .. .. .	139.00	301.00	139.00	323.00
60	130,000 .. .. .	144.00	313.00	144.00	326.00
61	140,000 .. .. .	150.00	325.00	150.00	350.00
62	150,000 .. .. .	156.00	337.00	156.00	363.00
63	160,000 .. .. .	163.00	350.00	163.00	376.00
64	170,000 .. .. .	167.00	362.00	167.00	390.00
65	180,000 .. .. .	173.00	374.00	173.00	403.00
66	190,000 .. .. .	179.00	387.00	179.00	416.00
67	200,000 .. .. .	184.00	399.00	184.00	429.00
68	250,000 .. .. .	199.00	430.00	199.00	463.00
69	300,000 .. .. .	214.00	461.00	214.00	496.00
70	350,000 .. .. .	228.00	492.00	228.00	529.00
71	400,000 .. .. .	242.00	522.00	242.00	562.00
72	450,000 .. .. .	251.00	554.00	251.00	596.00
73	500,000 .. .. .	271.00	584.00	271.00	629.00
74	Over 500,000 add per 100,000 .. .. .	14.00	31.00	14.00	33.00

PART B.

CONTRACTS OF SALE AND TRANSFERS OF LAND PURCHASERS SCALES OF CHARGES.

75 *Column 1. Contract (Terms) of Sale and Caveat.*

Charges of Solicitor for Purchaser in connection with—

(a) terms contract of sale of freehold or leasehold land (and conditions contained therein) comprising instructions, settling draft contract with Vendor, his Solicitor or agent, obtaining signature and exchanging parts ;

and

(b) instructions, preparation and perusal of documents, investigation of title particulars, necessary searches, obtaining necessary planning certificates, enquiries as to rates and taxes, preparation of requisitions on title and preparation of adjustment account, necessary attendances at Office of Titles, attendances and correspondence and arranging and effecting preliminary settlement of transaction on behalf of Purchaser but excluding any matters relating to transfer—

76 shall be the charges prescribed by Column 1.

Where a solicitor acts for a purchaser in connection with the services set out in Ref. No. 75 (b) only, his charges in respect thereof shall be those prescribed by Column 1 but reduced by one half.

77 *Column 2. Completion of Terms Contract of Sale by Transfer.*

Charges of Solicitor for Purchaser in connection with completion by transfer of a terms contract of sale including investigation of title particulars, necessary searches, obtaining necessary planning certificates, preparation and perusal of documents, all necessary attendances and correspondence to effect the final settlement of transaction, stamping and registration of transfer on behalf of Purchaser, shall be the charges prescribed by Column 2.

78 As a calculation of the balance of purchase money due under a terms contract of sale is a service not included, a solicitor may charge additional remuneration in respect thereof in accordance with the Fourth Schedule.

79 *Column 3. Cash Contract of Sale and Transfer.*

Charges of Solicitor for Purchaser in connection with—

(a) cash contract of sale of freehold or leasehold land (and conditions contained therein) comprising instructions, settling draft contract with Vendor, his Solicitor or agent, obtaining signature and exchanging parts ;

and

(b) instructions for transfer, investigation of title particulars, necessary searches, obtaining necessary planning certificates, preparation and perusal of documents, enquiries as to rates and taxes, preparation of requisitions on title and preparation of adjustment account, all necessary attendances and correspondence, arranging and effecting final settlement of transaction stamping and registration of transfer on behalf of Purchaser—

shall be the charges prescribed by Column 3.

80 Where a solicitor acts for a purchaser in connection with the services set out in Ref. No. 79 (b) only, his charges in respect thereof shall be those prescribed by Column 3 but reduced by one-quarter.

Column 1 Terms Contract of Sale and Caveat.

2 Completion of Terms Contract of Sale by Transfer.

3 Cash Contract of Sale and Transfer.

Ref. No.	Consideration	1	2	3
	Not exceeding—			
	\$	\$	\$	\$
81	2,000	41.00	24.00	56.00
82	4,000	48.00	28.00	66.00
83	6,000	55.00	32.00	76.00
84	8,000	62.00	37.00	85.00
85	10,000	69.00	41.00	96.00
86	12,000	76.00	45.00	105.00
87	14,000	83.00	49.00	116.00
88	16,000	90.00	54.00	125.00
89	18,000	97.00	58.00	136.00
90	20,000	104.00	63.00	145.00
91	22,000	111.00	67.00	156.00
92	24,000	118.00	71.00	165.00
93	26,000	125.00	75.00	176.00
94	28,000	133.00	80.00	185.00
95	30,000	140.00	84.00	196.00
96	32,000	147.00	88.00	205.00
97	34,000	154.00	92.00	216.00
98	36,000	161.00	97.00	225.00
99	38,000	168.00	101.00	236.00
100	40,000	176.00	105.00	245.00
101	42,000	182.00	109.00	256.00
102	44,000	190.00	114.00	265.00
103	46,000	197.00	118.00	275.00
104	48,000	204.00	123.00	285.00
105	50,000	211.00	126.00	296.00
106	52,000	216.00	129.00	301.00
107	54,000	219.00	132.00	307.00
108	56,000	224.00	134.00	314.00
109	58,000	228.00	137.00	318.00
110	60,000	233.00	140.00	325.00
111	62,000	237.00	142.00	332.00
112	64,000	242.00	144.00	337.00
113	66,000	245.00	147.00	343.00
114	68,000	250.00	150.00	350.00
115	70,000	254.00	152.00	355.00

Ref. No.	Consideration	1	2	3
	Not exceeding—			
	\$	\$	\$	\$
116	72,000	258.00	155.00	361.00
117	74,000	262.00	158.00	365.00
118	76,000	267.00	160.00	373.00
119	78,000	271.00	162.00	379.00
120	80,000	275.00	165.00	385.00
121	82,000	279.00	167.00	391.00
122	84,000	284.00	170.00	397.00
123	86,000	288.00	173.00	403.00
124	88,000	293.00	176.00	410.00
125	90,000	297.00	178.00	415.00
126	92,000	302.00	180.00	421.00
127	94,000	305.00	183.00	427.00
128	96,000	310.00	185.00	433.00
129	98,000	314.00	188.00	439.00
130	100,000	318.00	191.00	445.00
131	110,000	332.00	200.00	474.00
132	120,000	347.00	208.00	504.00
133	130,000	361.00	217.00	533.00
134	140,000	375.00	225.00	562.00
135	150,000	390.00	234.00	592.00
136	160,000	404.00	242.00	621.00
137	170,000	418.00	251.00	651.00
138	180,000	432.00	259.00	680.00
139	190,000	447.00	268.00	710.00
140	200,000	461.00	276.00	739.00
141	250,000	497.00	299.00	813.00
142	300,000	532.00	319.00	886.00
143	350,000	568.00	341.00	960.00
144	400,000	603.00	362.00	1,034.00
145	450,000	639.00	384.00	1,108.00
146	500,000	680.00	405.00	1,181.00
147	Over 500,000			
	add per			
	100,000	36.00	22.00	74.00

PART C.

MORTGAGE OF FREEHOLD OR LEASEHOLD LAND SCALES OF CHARGES...

148 Column 1. Solicitor for Mortgagee only or for both Mortgagee and Mortgagor.

Charges of Solicitor for Mortgagee only or for both Mortgagee and Mortgagor in connexion with mortgage of freehold or leasehold land comprising instructions, investigation of title particulars, necessary searches, obtaining necessary planning certificates, preparation and perusal of documents, enquiries as to rates and taxes, preparation of requisitions on title and preparation of adjustment account (if any) and all necessary attendances and correspondence, arranging and effecting final settlement of transaction, stamping and registration of mortgage on behalf of Mortgagee only or on behalf of both Mortgagee and Mortgagor shall be the charges prescribed by Column 1.

149 Column 2. Solicitor for Mortgagor Only.

Charges for Solicitor for Mortgagor in connection with mortgage of freehold or leasehold land comprising instructions, preparation and perusal of documents, answers to requisitions on title, checking adjustment account, all necessary attendances and correspondence and arranging and effecting settlement of transaction on behalf of Mortgagor, shall be the charges prescribed by Column 2.

150 Item remuneration shall apply to a transfer of mortgage but so that the charges shall not exceed those prescribed by Column 2.

- Column 1 Mortgage—Solicitor for Mortgagee only or for both Mortgagee and Mortgagor.
- 2 Solicitor for Mortgagor.

Ref. No.	Consideration	1	2
	Not exceeding—		
	\$	\$	\$
151	1,000	40.00	27.00
152	2,000	43.00	29.00
153	4,000	50.00	34.00
154	6,000	58.00	40.00
155	8,000	66.00	45.00
156	10,000	73.00	50.00
157	12,000	81.00	55.00
158	14,000	88.00	61.00
159	16,000	96.00	66.00
160	18,000	104.00	71.00
161	20,000	111.00	76.00
162	22,000	119.00	82.00
163	24,000	126.00	86.00
164	26,000	134.00	92.00
165	28,000	142.00	97.00
166	30,000	149.00	103.00
167	32,000	157.00	107.00

Ref. No.	Consideration							1	2
	Not exceeding—								
	\$							\$	\$
168	34,000	..	..	..	..	..	164.00	113.00	
169	36,000	..	..	..	..	..	172.00	118.00	
170	38,000	..	..	..	..	..	180.00	124.00	
171	40,000	..	..	..	..	..	187.00	128.00	
172	42,000	..	..	..	..	..	195.00	134.00	
173	44,000	..	..	..	..	..	202.00	139.00	
174	46,000	..	..	..	..	..	210.00	144.00	
175	48,000	..	..	..	..	..	218.00	149.00	
176	50,000	..	..	..	..	..	225.00	155.00	
177	52,000	..	..	..	..	..	230.00	158.00	
178	54,000	..	..	..	..	..	234.00	161.00	
179	56,000	..	..	..	..	..	238.00	165.00	
180	58,000	..	..	..	..	..	243.00	168.00	
181	60,000	..	..	..	..	..	248.00	170.00	
182	62,000	..	..	..	..	..	253.00	174.00	
183	64,000	..	..	..	..	..	257.00	177.00	
184	66,000	..	..	..	..	..	261.00	180.00	
185	68,000	..	..	..	..	..	266.00	183.00	
186	70,000	..	..	..	..	..	271.00	186.00	
187	72,000	..	..	..	..	..	275.00	189.00	
188	74,000	..	..	..	..	..	279.00	192.00	
189	76,000	..	..	..	..	..	284.00	196.00	
190	78,000	..	..	..	..	..	289.00	199.00	
191	80,000	..	..	..	..	..	294.00	201.00	
192	82,000	..	..	..	..	..	298.00	205.00	
193	84,000	..	..	..	..	..	302.00	208.00	
194	86,000	..	..	..	..	..	307.00	211.00	
195	88,000	..	..	..	..	..	312.00	215.00	
196	90,000	..	..	..	..	..	316.00	218.00	
197	92,000	..	..	..	..	..	321.00	220.00	
198	94,000	..	..	..	..	..	325.00	223.00	
199	96,000	..	..	..	..	..	330.00	227.00	
200	98,000	..	..	..	..	..	334.00	230.00	
201	100,000	..	..	..	..	..	339.00	233.00	
202	110,000	..	..	..	..	..	353.00	243.00	
203	120,000	..	..	..	..	..	370.00	254.00	
204	130,000	..	..	..	..	..	385.00	264.00	
205	140,000	..	..	..	..	..	400.00	275.00	
206	150,000	..	..	..	..	..	415.00	285.00	
207	160,000	..	..	..	..	..	430.00	295.00	
208	170,000	..	..	..	..	..	446.00	306.00	
209	180,000	..	..	..	..	..	456.00	316.00	
210	190,000	..	..	..	..	..	476.00	327.00	
211	200,000	..	..	..	..	..	491.00	337.00	
212	250,000	..	..	..	..	..	529.00	364.00	
213	300,000	..	..	..	..	..	567.00	390.00	
214	350,000	..	..	..	..	..	605.00	416.00	
215	400,000	..	..	..	..	..	643.00	442.00	
216	450,000	..	..	..	..	..	681.00	468.00	
217	500,000	..	..	..	..	..	719.00	494.00	
218	Over 500,000	..	..	..	..	..			
	add per	..	..	..	..	..			
	100,000	..	..	..	..	..	38.00	27.00	

PART D.

TRANSACTIONS UNDER MONEY LENDERS ACT WHERE THE LENDER IS REQUIRED TO GIVE A NOTE OR MEMORANDUM.

*Mortgage of Freehold or Leasehold Land Scales of Charges.*

219 *Column 1. Solicitor for Mortgagee only or both Mortgagee and Mortgagor.*

Charges of Solicitor for Mortgagee in connection with mortgage of freehold or leasehold land comprising instructions examination of memorandum of contract, summary of rights required under Money Lenders Act and correspondence investigation of title particulars, necessary searches, preparation and perusal of documents, enquiries as to rates and taxes, preparation of requisitions on title and preparation of adjustment account (if any) and all necessary attendances and correspondence, arranging and effecting final settlement of transaction and registration of mortgage on behalf of Mortgagee, shall be the charges prescribed by Column 1.

220 *Column 2. Solicitor for Mortgagor Only.*

Charges of Solicitor for Mortgagor in connection with mortgage of freehold or leasehold land comprising instructions, examination of memorandum of contract, summary of rights required under Money Lenders Act and correspondence preparation and perusal of documents, answers to requisitions on title, checking adjustment account, all necessary attendances and correspondence and arranging and effecting settlement of transaction on behalf of Mortgagor, shall be the charges prescribed by Column 2.

MORTGAGE OF LAND.

Column 1. Solicitor for Mortgagee only or for both Mortgagee and Mortgagor.

2. Solicitor for Mortgagor.

Ref. No.	Consideration							1	2
	Not Exceeding								
	\$							\$	\$
221	1,000	..	..	..	..	..	46.00	32.00	
222	2,000	..	..	..	..	..	51.00	36.00	
223	4,000	..	..	..	..	..	60.00	43.00	
224	6,000	..	..	..	..	..	69.00	50.00	
225	8,000	..	..	..	..	..	78.00	57.00	
226	10,000	..	..	..	..	..	87.00	64.00	



PART E.

DEED OF VARIATION OR EXTENSION OF MORTGAGE (STATUTORY FORM).

Scales of Charges.

227 *Column 1. Solicitor for Mortgagee only or for Both Mortgagee and Mortgagor.*

Charges of Solicitor for Mortgagee only or for both Mortgagor and Mortgagee 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 the charges prescribed by Column 1.

228 *Column 2. Solicitor for Mortgagor Only.*

Charges of Solicitor for Mortgagor in connection with deed of agreement for variation of terms of Mortgage of freehold or leasehold land including extension of rate 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 the charges prescribed by Column 2.

Column 1. Solicitor for Mortgagee only or for both Mortgagee and Mortgagor.  
2. Solicitor for Mortgagor.

Ref. No.	Amount of Loan (if unvaried) or (if varied) the Amount of Loan as varied.	1	2
	Not exceeding		
	\$	\$	\$
229	1,000 .. .. .	15.00	8.00
230	2,000 .. .. .	16.00	9.00
231	6,000 .. .. .	18.00	10.00
232	10,000 .. .. .	21.00	12.00
233	14,000 .. .. .	23.00	13.00
234	18,000 .. .. .	26.00	15.00
235	22,000 .. .. .	28.00	16.00
236	26,000 .. .. .	30.00	18.00
237	30,000 .. .. .	32.00	19.00
238	34,000 .. .. .	35.00	21.00
239	38,000 .. .. .	37.00	22.00
240	42,000 .. .. .	40.00	24.00
241	46,000 .. .. .	42.00	25.00
242	50,000 .. .. .	45.00	27.00

243 Exceeding \$50,000—no increase in foregoing charges.

PART F.

DISCHARGE OF MORTGAGE OR DISCHARGE OF PART OF THE MORTGAGED LAND OR DISCHARGE OF MORTGAGE AS TO PART OF THE DEBT SECURED.

Scales of Charges.

244 *Column 1. Solicitor for Mortgagee only or Both Mortgagee and Mortgagor.*

Charges of Solicitor for Mortgagee only or both Mortgagee and 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, preparation and perusal of documents (including memorandum of discharge of mortgage) and all necessary attendances and correspondence and effecting final settlement with Mortgagor, his Solicitor or Agent shall be the charges prescribed by Column 1.

245 *Column 2. Solicitor for Mortgagor Only.*

Charges of Solicitor 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 Office of Titles attention to insurance policies and all necessary attendances and correspondence, and effecting final settlement with Mortgagee, his Solicitor or Agent, shall be the charges prescribed by Column 2.

Column 1. Solicitor for Mortgagee only or both Mortgagee and Mortgagor.  
2. Solicitor for Mortgagor.

Ref. No.	Amount of Principal Debt Discharged.	1	2
	Not exceeding—		
	\$	\$	\$
246	1,000 .. .. .	18.00	15.00
247	2,000 .. .. .	19.00	16.00
248	6,000 .. .. .	22.00	18.00
249	10,000 .. .. .	25.00	20.00
250	14,000 .. .. .	28.00	23.00
251	18,000 .. .. .	30.00	26.00
252	22,000 .. .. .	33.00	28.00
253	26,000 .. .. .	36.00	30.00
254	30,000 .. .. .	39.00	32.00

255 Exceeding \$30,000—no increase in the foregoing charges.

SECOND SCHEDULE.

TRANSACTIONS CONCERNING FREEHOLD AND LEASEHOLD LAND IN VICTORIA NOT UNDER THE PROVISIONS OF THE TRANSFER OF LAND ACT.

General Law.

PART A.

CONTRACTS OF SALE AND CONVEYANCES OF LAND VENDORS SCALES OF CHARGES.

256 *Column 1. Drawing and Engrossing Contracts of Sale.*

Charges of Solicitor for Vendor in connection with preparation of a contract of sale of freehold or leasehold land (and conditions contained therein) comprising instructions for, and drawing, settling and engrossing (in duplicate) contract of sale, shall be the charges prescribed by Column 1.

257 *Column 2. Contract (Terms) of Sale and Preliminary Settlement.*

Charges of Solicitor for Vendor in connection with—

(a) terms contract of sale of freehold or leasehold land (and conditions contained therein) comprising instructions for, and drawing and/or settling draft contract of sale with Purchaser, his Solicitor or Agent, engrossing (in duplicate) contract of sale, obtaining signature and exchanging parts ;

and

(b) instructions, perusal of documents, producing deeds and establishing chain of title, answers to requisitions on title, checking adjustment account, attention to Land Tax notices, attendances and correspondence and arranging and effecting preliminary settlement of transaction on behalf of Vendor but excluding any matters relating to conveyance—

shall be the charges prescribed by Column 2.

258 Where a Solicitor acts for a Vendor in connection with the services set out in Ref. No. 258 (b) only his charges in respect thereof shall be those prescribed by Column 2 but reduced by the charges prescribed by Column 1.

259 *Column 3. Completion of Terms Contract of Sale by Conveyance.*

Charges of Solicitor for Vendor in connection with completion by conveyance of a terms contract of sale including perusal of conveyance, establishing chain of title and all necessary attendances and correspondence to effect the final settlement of transaction on behalf of Vendor shall be the charges prescribed by Column 3.

260 As a calculation of the balance of purchase money due under a terms contract of sale is a service not included a Solicitor may charge additional remuneration in respect thereof in accordance with the Fourth Schedule.

261 *Column 4. Cash Contract of Sale and Conveyance.*

Charges of Solicitor for Vendor in connection with—

(a) preparation of cash contract of sale of freehold or leasehold land (and conditions contained therein) comprising instructions for, and drawing contract of sale, settling draft contract with Purchaser, his Solicitor or Agent, engrossing (in duplicate) contract of sale, obtaining signature and exchanging parts ;

and.

(b) instructions, preparation and perusal of documents, producing deeds and establishing chain of title, answers to requisitions on title, checking adjustment account, attention to Land Tax notices, establishing chain of title, attendances and correspondence and arranging and effecting final settlement of transaction on behalf of Vendor—

shall be the charges prescribed by Column 4.

262 Where a Solicitor acts for a vendor in connection with the services set out in Ref. No. 262 (b) only his charges in respect thereof shall be those prescribed in Column 4 but reduced by the charges prescribed by Column 1.

- Column 1. Drawing and engrossing Contract in duplicate.
- 2. Contract (terms) of Sale and preliminary settlement.
- 3. Completion of Terms Contract by Conveyance.
- 4: Cash Contract of Sale and Conveyance.

Ref. No.	Consideration.	1	2	3	4
	Not exceeding—				
	\$	\$	\$	\$	\$
263	2,000 .. .. .	24.00	43.00	29.00	59.00
264	4,000 .. .. .	28.00	50.00	34.00	69.00
265	6,000 .. .. .	32.00	58.00	40.00	80.00
266	8,000 .. .. .	37.00	66.00	45.00	90.00
267	10,000 .. .. .	41.00	73.00	50.00	101.00
268	12,000 .. .. .	46.00	81.00	55.00	111.00
269	14,000 .. .. .	49.00	88.00	61.00	122.00
270	16,000 .. .. .	54.00	96.00	66.00	132.00
271	18,000 .. .. .	58.00	104.00	71.00	142.00
272	20,000 .. .. .	63.00	111.00	76.00	152.00
273	22,000 .. .. .	67.00	119.00	82.00	163.00
274	24,000 .. .. .	71.00	126.00	86.00	174.00
275	26,000 .. .. .	75.00	134.00	92.00	184.00
276	28,000 .. .. .	80.00	142.00	97.00	195.00
277	30,000 .. .. .	84.00	149.00	103.00	205.00
278	32,000 .. .. .	88.00	157.00	107.00	216.00
279	34,000 .. .. .	92.00	164.00	113.00	226.00
280	36,000 .. .. .	97.00	172.00	118.00	237.00
281	38,000 .. .. .	101.00	180.00	124.00	247.00
282	40,000 .. .. .	105.00	187.00	128.00	257.00
283	42,000 .. .. .	109.00	195.00	134.00	268.00
284	44,000 .. .. .	114.00	202.00	139.00	278.00

Ref. No.	Consideration.	1	2	3	4
	Not exceeding—				
	\$	\$	\$	\$	\$
285	46,000 .. .. .	118.00	210.00	144.00	289.00
286	48,000 .. .. .	123.00	218.00	149.00	299.00
287	50,000 .. .. .	126.00	225.00	155.00	310.00
288	52,000 .. .. .	129.00	230.00	158.00	315.00
289	54,000 .. .. .	132.00	234.00	161.00	322.00
290	56,000 .. .. .	134.00	238.00	165.00	328.00
291	58,000 .. .. .	137.00	243.00	168.00	334.00
292	60,000 .. .. .	140.00	248.00	170.00	340.00
293	62,000 .. .. .	142.00	253.00	174.00	347.00
294	64,000 .. .. .	144.00	257.00	177.00	353.00
295	66,000 .. .. .	147.00	261.00	180.00	359.00
296	68,000 .. .. .	150.00	266.00	183.00	366.00
297	70,000 .. .. .	152.00	271.00	186.00	372.00
298	72,000 .. .. .	155.00	275.00	189.00	378.00
299	74,000 .. .. .	158.00	279.00	192.00	385.00
300	76,000 .. .. .	160.00	284.00	196.00	391.00
301	78,000 .. .. .	162.00	289.00	199.00	397.00
302	80,000 .. .. .	165.00	294.00	201.00	404.00
303	82,000 .. .. .	167.00	298.00	205.00	410.00
304	84,000 .. .. .	170.00	302.00	208.00	416.00
305	86,000 .. .. .	173.00	307.00	211.00	422.00
306	88,000 .. .. .	176.00	312.00	215.00	428.00
307	90,000 .. .. .	178.00	316.00	218.00	435.00
308	92,000 .. .. .	180.00	321.00	220.00	441.00
309	94,000 .. .. .	183.00	325.00	223.00	447.00
310	96,000 .. .. .	185.00	330.00	227.00	453.00
311	98,000 .. .. .	188.00	334.00	230.00	460.00
312	100,000 .. .. .	191.00	339.00	233.00	466.00
313	110,000 .. .. .	200.00	353.00	243.00	487.00
314	120,000 .. .. .	208.00	370.00	254.00	508.00
315	130,000 .. .. .	217.00	385.00	264.00	529.00
316	140,000 .. .. .	226.00	400.00	275.00	550.00
317	150,000 .. .. .	234.00	415.00	285.00	571.00
318	160,000 .. .. .	242.00	430.00	295.00	592.00
319	170,000 .. .. .	251.00	446.00	306.00	613.00
320	180,000 .. .. .	259.00	456.00	316.00	634.00
321	190,000 .. .. .	268.00	476.00	327.00	655.00
322	200,000 .. .. .	276.00	491.00	337.00	675.00
323	250,000 .. .. .	299.00	529.00	364.00	728.00
324	300,000 .. .. .	319.00	567.00	390.00	780.00
325	350,000 .. .. .	341.00	605.00	416.00	832.00
326	400,000 .. .. .	362.00	643.00	442.00	884.00
327	450,000 .. .. .	384.00	681.00	468.00	936.00
328	500,000 .. .. .	405.00	719.00	494.00	989.00
329	Over 500,000 .. .. .				
	add per				
	100,000 .. .. .	21.00	38.00	27.00	52.00

PART B.

CONTRACT OF SALE AND CONVEYANCES OF LAND PURCHASERS SCALES OF CHARGES.

330 *Column 1. Terms of Contract of Sale and Preliminary Settlement.*

Charges of Solicitor for Purchaser in connection with:—

(a) Terms contract of sale of freehold or leasehold land (and conditions contained therein) comprising instructions, settling draft contract with Vendor, his solicitor or agent, obtaining signature and exchanging parts,

and

(b) Instructions, preparation and perusal of documents, investigation of chain of title, necessary searches, obtaining necessary planning certificates, enquiries as to rates and taxes, preparation of requisitions on title, preparing and obtaining signature to memorial of contract, preparation of adjustment account, necessary attendances at Office of Registrar-General, attendances and correspondence, and arranging and effecting preliminary settlement of transaction on behalf of purchaser but excluding any matters relating to conveyance—

shall be the charges prescribed by Column 1.

331 Where a Solicitor acts for a purchaser in connection with the service set out in Ref. No. 331 (b) only, his charges in respect thereof shall be those prescribed by Column 1 but reduced by one-half.

332 *Columns 2A and 2B. Completion of Terms Contract of Sale by Conveyance.*

Charges of solicitor for purchaser in connection with completion by conveyance of a terms contract of sale including investigation of chain of title, necessary searches, obtaining necessary planning certificates, preparation and perusal of documents, all necessary attendances and correspondence to effect the final settlement of transaction, stamping and registration of conveyance on behalf of Purchaser, shall be the charge prescribed by Columns 2A or 2B.

333 As a calculation of the balance of purchase money due under a terms contract of sale is a service not included a solicitor may charge additional remuneration in respect thereof in accordance with the Fourth Schedule.

334 *Column 3. Cash Contract of Sale and Conveyance.*

Charges of Solicitor for Purchaser in connection with—

(a) cash contract of sale of freehold or leasehold land (Conditions contained therein) comprising instructions, settling draft contract with Vendor, his Solicitor or Agent, obtaining signature and exchanging parts,

and

(b) instructions, investigation of chain of title, necessary searches, obtaining necessary planning certificates, preparation and perusal of documents, enquiries as to rates and taxes, preparation of requisitions on title and preparation of adjustment account, all necessary attendances and correspondence, arranging and effecting final settlement of transactions, stamping and registration of conveyance on behalf of Purchaser—

shall be the charges prescribed by Column 3.

335 Where a solicitor acts for a purchaser in connection with the services set out in Ref. No. 335 (b) only, his charges in respect thereof shall be those prescribed by Column 3 but reduced by one-third.

Column 1. Terms Contract of Sale and preliminary settlement.

2A. Completion of Terms Contract of Sale by Conveyance (excluding investigation of title).

2B. Completion of Terms Contract of Sale by Conveyance (including investigation of title if necessary).

3. Cash Contract of Sale and Conveyance.

Ref. No.	Consideration.	1	2A	2B	3
	Not exceeding—				
	\$	\$	\$	\$	\$
336	2,000	84.00	34.00	78.00	105.00
337	4,000	90.00	41.00	85.00	128.00
338	6,000	98.00	47.00	90.00	141.00
339	8,000	104.00	53.00	97.00	154.00
340	10,000	112.00	59.00	103.00	166.00
341	12,000	119.00	66.00	109.00	180.00
342	14,000	126.00	71.00	115.00	192.00
343	16,000	133.00	78.00	122.00	205.00
344	18,000	141.00	84.00	127.00	218.00
345	20,000	147.00	90.00	134.00	231.00
346	22,000	155.00	96.00	140.00	243.00
347	24,000	161.00	103.00	146.00	256.00
348	26,000	169.00	108.00	152.00	269.00
349	28,000	176.00	115.00	159.00	282.00
350	30,000	183.00	121.00	164.00	294.00
351	32,000	190.00	127.00	171.00	308.00
352	34,000	198.00	133.00	177.00	320.00
353	36,000	204.00	140.00	183.00	333.00
354	38,000	212.00	145.00	189.00	346.00
355	40,000	218.00	152.00	196.00	359.00
356	42,000	226.00	158.00	201.00	371.00
357	44,000	233.00	164.00	208.00	385.00
358	46,000	240.00	170.00	214.00	397.00
359	48,000	247.00	177.00	220.00	410.00
360	50,000	255.00	182.00	226.00	423.00
361	52,000	258.00	186.00	230.00	430.00
362	54,000	263.00	190.00	234.00	438.00
363	56,000	267.00	194.00	237.00	446.00
364	58,000	272.00	198.00	241.00	454.00
365	60,000	275.00	202.00	245.00	462.00
366	62,000	280.00	206.00	248.00	469.00
367	64,000	284.00	209.00	252.00	477.00
368	66,000	289.00	213.00	256.00	484.00
369	68,000	293.00	217.00	259.00	492.00
370	70,000	297.00	220.00	263.00	499.00
371	72,000	301.00	223.00	267.00	507.00
372	74,000	306.00	227.00	271.00	517.00
373	76,000	310.00	231.00	275.00	523.00
374	78,000	314.00	235.00	278.00	531.00
375	80,000	318.00	238.00	282.00	539.00
376	82,000	323.00	242.00	285.00	546.00
377	84,000	327.00	246.00	289.00	554.00
378	86,000	332.00	250.00	293.00	561.00
379	88,000	335.00	254.00	296.00	569.00
380	90,000	340.00	257.00	300.00	577.00
381	92,000	344.00	260.00	304.00	584.00
382	94,000	349.00	264.00	308.00	592.00
383	96,000	352.00	268.00	312.00	600.00
384	98,000	357.00	272.00	315.00	608.00
385	100,000	361.00	275.00	319.00	616.00
386	110,000	375.00	288.00	332.00	651.00
387	120,000	389.00	301.00	344.00	686.00
388	130,000	404.00	313.00	356.00	721.00
389	140,000	418.00	325.00	369.00	756.00
390	150,000	432.00	337.00	381.00	791.00
391	160,000	446.00	350.00	393.00	826.00
392	170,000	461.00	362.00	406.00	862.00
393	180,000	475.00	374.00	418.00	897.00
394	190,000	489.00	387.00	430.00	932.00
395	200,000	503.00	399.00	443.00	967.00
396	250,000	540.00	430.00	474.00	1,055.00
397	300,000	575.00	461.00	504.00	1,143.00
398	350,000	611.00	492.00	536.00	1,231.00
399	400,000	646.00	522.00	566.00	1,319.00
400	450,000	682.00	554.00	598.00	1,407.00
401	500,000	717.00	584.00	628.00	1,494.00
402	Over 500,000 add per 100,000	36.00	31.00	31.00	88.00

PART C.

MORTGAGE OF FREEHOLD OR LEASEHOLD LAND.

Scales of Charges.

403 *Column 1. Solicitor for Mortgagee only or for both Mortgagee and Mortgagor.*

Charges of Solicitor for Mortgagee only or for both Mortgagee and Mortgagor in connection with Mortgage of freehold or leasehold land comprising instructions, investigation of title particulars, necessary searches, obtaining necessary planning certificates, preparation and perusal of documents, enquiries as to rates and taxes, preparation of requisitions on title and preparation of adjustment account (if any) and all necessary attendances and correspondence, arranging and effecting final settlement of transaction stamping and registration of Mortgage on behalf of Mortgagee only or on behalf of both Mortgagee and Mortgagor shall be the charges prescribed by Column 1.

404 *Column 2. Solicitor for Mortgagor only.*

Charges of Solicitor for Mortgagor in connection with Mortgage of freehold or leasehold land comprising instructions, preparation and perusal of documents, answers to requisitions on title, checking adjustment accounts, all necessary attendances and correspondence, and arranging and effecting settlement of transaction on behalf of Mortgagor, shall be the charges prescribed by Column 2.

405 Item remuneration shall apply to a transfer of Mortgage but so that the charges shall not exceed those prescribed by Column 2.

Column 1 Mortgage—Solicitor for Mortgagee only or for both Mortgagee and Mortgagor.

Column 2 Mortgage—Solicitor for Mortgagor.

Ref. No.	Consideration	1	2
	Not exceeding—		
	\$	\$	\$
406	1,000	84.00	34.00
407	2,000	88.00	37.00
408	4,000	96.00	44.00
409	6,000	104.00	50.00
410	8,000	113.00	57.00
411	10,000	121.00	64.00
412	12,000	129.00	70.00
413	14,000	137.00	77.00
414	16,000	145.00	84.00
415	18,000	153.00	90.00
416	20,000	161.00	97.00
417	22,000	169.00	104.00
418	24,000	178.00	110.00
419	26,000	185.00	117.00
420	28,000	194.00	124.00
421	30,000	201.00	130.00
422	32,000	210.00	138.00
423	34,000	218.00	143.00
424	36,000	226.00	150.00
425	38,000	234.00	157.00
426	40,000	242.00	163.00
427	42,000	250.00	170.00
428	44,000	258.00	177.00
429	46,000	266.00	183.00
430	48,000	275.00	190.00
431	50,000	282.00	197.00
432	52,000	287.00	201.00
433	54,000	292.00	205.00
434	56,000	297.00	209.00
435	58,000	302.00	213.00
436	60,000	307.00	217.00
437	62,000	312.00	220.00
438	64,000	316.00	225.00
439	66,000	321.00	229.00
440	68,000	326.00	233.00
441	70,000	331.00	236.00
442	72,000	335.00	240.00
443	74,000	340.00	245.00
444	76,000	346.00	249.00
445	78,000	351.00	253.00
446	80,000	355.00	256.00
447	82,000	360.00	260.00
448	84,000	365.00	265.00
449	86,000	370.00	269.00
450	88,000	374.00	273.00
451	90,000	379.00	276.00
452	92,000	384.00	280.00
453	94,000	389.00	285.00
454	96,000	394.00	289.00
455	98,000	399.00	293.00
456	100,000	404.00	297.00
457	110,000	420.00	310.00
458	120,000	436.00	323.00
459	130,000	452.00	326.00
460	140,000	468.00	350.00
461	150,000	484.00	363.00
462	160,000	501.00	376.00
463	170,000	517.00	390.00
464	180,000	533.00	403.00
465	190,000	549.00	416.00
466	200,000	565.00	429.00

Ref. No.	Consideration	1	2
	Not exceeding—		
	\$	\$	\$
467	250,000 .. .. .	605.00	463.00
468	300,000 .. .. .	646.00	496.00
469	350,000 .. .. .	686.00	529.00
470	400,000 .. .. .	727.00	562.00
471	450,000 .. .. .	767.00	596.00
472	500,000 .. .. .	807.00	629.00
473	Over 500,000 and per 100,000 .. .. .	41.00	33.00

PART D.

TRANSACTIONS UNDER THE MONEY LENDERS ACT WHERE THE LENDER IS REQUIRED TO GIVE A NOTE OR MEMORANDUM MORTGAGE OF FREEHOLD OR LEASEHOLD LAND.

Scale of Charges.

474 *Column 1. Solicitor for Mortgagee only or both Mortgagee and Mortgagor.*

Charges of Solicitor for Mortgagee only or for both Mortgagee and Mortgagor in connection with Mortgage of freehold or leasehold land comprising instructions, examination of memorandum of contract, summary of rights required under Money Lenders Act and correspondence, investigation of title particulars, necessary searches, preparation and perusal of documents, enquiries as to rates and taxes, preparation of requisitions on title and preparation of adjustment account (if any) and all necessary attendances and correspondence, arranging and effecting final settlement of transaction and registration of Mortgage on behalf of Mortgagee only or on behalf of both Mortgagee and Mortgagor shall be the charges prescribed by Column 1.

475 *Column 2. Solicitor for Mortgagor only.*

Charges of Solicitor for Mortgagor in connection with Mortgage of freehold or leasehold land comprising instructions, examination of memorandum of contract, summary of rights required under Money Lenders Act and correspondence, preparation and perusal of documents, answers to requisitions on title, checking adjustment accounts all necessary attendances and correspondence and arranging and effecting settlement of transaction on behalf of Mortgagor, shall be the charges prescribed by Column 2.

Column 1 Solicitor for Mortgagee only or for both Mortgagee and Mortgagor.

Column 2 Solicitor for Mortgagor.

Ref. No.	Consideration	1	2
	Not exceeding—		
	\$	\$	\$
476	1,000 .. .. .	93.00	43.00
477	2,000 .. .. .	97.00	46.00
478	4,000 .. .. .	106.00	53.00
479	6,000 .. .. .	116.00	62.00
480	8,000 .. .. .	125.00	69.00
481	10,000 .. .. .	135.00	78.00

PART E.

DEED OF VARIATION OR EXTENSION OF MORTGAGE.

Scale of Charges.

482 *Column 1. Solicitor for Mortgagee only or both Mortgagee and Mortgagor.*

Charges of Solicitor for Mortgagee or for both Mortgagee and 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.

483 *Column 2. Solicitor for Mortgagor only.*

Charges of Solicitor for Mortgagor in connection with deed of agreement for variation of terms of Mortgage of freehold or leasehold land including extension of rate 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.

Column 1 Solicitor for Mortgagee only or for both Mortgagee and Mortgagor.

Column 2 Solicitor for Mortgagor.

Ref. No.	Amount of Loan (if Unvaried) or (if Varied) the Amount of Loan as Varied	1	2
	Not exceeding—		
	\$	\$	\$
484	1,000 .. .. .	17.00	11.00
485	2,000 .. .. .	19.00	12.00
486	6,000 .. .. .	22.00	14.00
487	10,000 .. .. .	25.00	16.00
488	14,000 .. .. .	28.00	18.00
489	18,000 .. .. .	30.00	20.00
490	22,000 .. .. .	33.00	22.00
491	26,000 .. .. .	36.00	24.00
492	30,000 .. .. .	39.00	26.00
493	34,000 .. .. .	42.00	28.00
494	38,000 .. .. .	45.00	29.00
495	42,000 .. .. .	48.00	31.00
496	46,000 .. .. .	50.00	33.00
497	50,000 .. .. .	53.00	35.00

498 Exceeding \$50,000—no increase in the foregoing charges.

PART F.

RECONVEYANCE OF MORTGAGED LAND OR RECONVEYANCE OF PART OF THE MORTGAGED LAND OR RELEASE AS TO PART OF THE DEBT SECURED.

*Scales of Charges.*

499 *Column 1. Solicitor for Mortgagee only or both Mortgagee and Mortgagor.*

Charges of Solicitor for Mortgagee only or for both Mortgagee and Mortgagor in connection with reconveyance of Mortgage or reconveyance of part of the mortgaged freehold or leasehold land or reconveyance of Mortgage as to part of the debt secured comprising instructions, preparation and perusal of documents (including deed of reconveyance of mortgage) and all necessary attendances and correspondence and effecting final settlement with Mortgagor, his Solicitor or Agent, shall be the charges prescribed by Column 1.

500 *Column 2. Solicitor for Mortgagor only.*

Charges of Solicitor for Mortgagor in connection with reconveyance of Mortgage or reconveyance of part of the mortgaged freehold or leasehold land or reconveyance of Mortgage as to part of the debt secured comprising instructions, perusal of deed of reconveyance of Mortgage, registration and attention to insurance policies and all necessary attendances and correspondence and effecting final settlement with Mortgagee, his Solicitor or Agent, shall be the charges prescribed by Column 2.

Column 1 Solicitor for Mortgagee only or both Mortgagee and Mortgagor.

Column 2 Solicitor for Mortgagor.

Ref. No.	Amount of Principal Debt Discharged	1	2
	Not exceeding—		
	\$	\$	\$
501	1,000 .. .. .	18.00	15.00
502	2,000 .. .. .	19.00	16.00
503	6,000 .. .. .	22.00	18.00
504	10,000 .. .. .	25.00	21.00
505	14,000 .. .. .	28.00	23.00
506	18,000 .. .. .	30.00	26.00
507	22,000 .. .. .	33.00	28.00
508	26,000 .. .. .	36.00	30.00
509	30,000 .. .. .	39.00	32.00

510 Exceeding \$30,000—no increase in the foregoing charges.

THIRD SCHEDULE.

MISCELLANEOUS CONVEYANCING TRANSACTIONS.

PART A.

LEASE OF LAND WHETHER OR NOT UNDER THE TRANSFER OF LAND ACT BUT NOT INCLUDING BUILDING LEASES, LEASES OVER 21 YEARS, LEASES NOT CAPABLE OF BEING REDUCED TO AN ANNUAL RENTAL OR PERIODIC LEASES DETERMINABLE BY NOTICE.

Scales of Charges.

512 Column 1. Solicitor for Lessor only or Both Lessor and Lessee.

A . . . Charges of Solicitor for Lessor or both Lessor and Lessee in connection with lease of land comprising instructions for, and drawing lease, settling draft with Lessee, his Solicitor or Agent, re-engrossing (in duplicate) amended lease, perusal of documents and all necessary attendances and correspondence to effect completion of transaction shall be the charges prescribed by Column 1 "A".

513 B . . . Charges of Solicitor for Lessor or both Lessor and Lessee in connection with lease of land comprising instructions for, and drawing lease, settling draft with Lessee, his Solicitor or agent, perusal of documents and all necessary attendances and correspondence to effect completion of transaction where lease is executed without re-engrossment after amendment shall be the charges prescribed by Column 1 "B".

514 Column 2. Solicitor for Lessee only.

C . . . Charges of Solicitor for Lessee in connection with lease of land comprising instructions, settling draft lease with Lessor, his Solicitor or Agent, perusing amended lease, preparation and perusal of documents and all necessary attendances and correspondence to effect completion of transaction on behalf of Lessee shall be the charges prescribed by Column 2 "C".

515 D . . . Charges of Solicitor for Lessee in connection with lease of land comprising instructions, settling draft lease with Lessor, his Solicitor and Agent, preparation and perusal of documents and all necessary attendances and correspondence to effect completion of transaction on behalf of Lessee where lease is executed without re-engrossment (by the Lessor) after amendment shall be the charges prescribed by Column 2 "D".

Column 1 Solicitor for Lessor only or Both Lessor and Lessee.

2 Solicitor for Lessee only.

Column A and C Where Draft Lease is settled, re-engrossed and executed.

B and D Where Draft Lease is executed without re-engrossment.

Ref. No.	Total Rental for Period of Lease Including Premium (if any)	Solicitor for Lessor Only or Both Lessor and Lessee		Solicitor for Lessee Only	
		Column 1		Column 2	
		A	B	C	D
	Not exceeding—				
	\$	\$	\$	\$	
516	500 .. .. .	22.00	16.00	16.00	11.00
517	1,000 .. .. .	25.00	18.00	18.00	12.00
518	1,500 .. .. .	28.00	21.00	21.00	14.00
519	2,000 .. .. .	30.00	23.00	23.00	15.00
520	3,000 .. .. .	36.00	27.00	27.00	18.00
521	4,000 .. .. .	42.00	31.00	31.00	23.00
522	5,000 .. .. .	47.00	35.00	35.00	24.00
523	6,000 .. .. .	53.00	40.00	40.00	27.00
524	7,000 .. .. .	59.00	44.00	44.00	29.00
525	8,000 .. .. .	65.00	48.00	48.00	32.00
526	9,000 .. .. .	70.00	52.00	52.00	35.00
527	10,000 .. .. .	76.00	57.00	57.00	38.00
528	12,000 .. .. .	87.00	66.00	66.00	44.00
529	14,000 .. .. .	99.00	74.00	74.00	49.00
530	16,000 .. .. .	110.00	83.00	83.00	55.00
531	18,000 .. .. .	122.00	91.00	91.00	61.00
532	20,000 .. .. .	133.00	100.00	100.00	66.00
533	22,000 .. .. .	144.00	108.00	108.00	72.00
534	24,000 .. .. .	156.00	117.00	117.00	78.00
535	26,000 .. .. .	167.00	125.00	125.00	84.00
536	28,000 .. .. .	179.00	134.00	134.00	89.00
537	30,000 .. .. .	190.00	142.00	142.00	95.00
538	32,000 .. .. .	201.00	151.00	151.00	101.00
539	34,000 .. .. .	213.00	160.00	160.00	106.00
540	36,000 .. .. .	224.00	168.00	168.00	112.00
541	38,000 .. .. .	236.00	177.00	177.00	118.00
542	40,000 .. .. .	247.00	185.00	185.00	123.00
543	42,000 .. .. .	258.00	194.00	194.00	129.00
544	44,000 .. .. .	270.00	202.00	202.00	135.00
545	46,000 .. .. .	281.00	211.00	211.00	139.00
546	48,000 .. .. .	293.00	219.00	219.00	146.00
547	50,000 .. .. .	304.00	228.00	228.00	152.00
548	52,000 .. .. .	312.00	233.00	233.00	156.00
549	54,000 .. .. .	318.00	238.00	238.00	159.00
550	56,000 .. .. .	325.00	243.00	243.00	162.00
551	58,000 .. .. .	332.00	249.00	249.00	165.00
552	60,000 .. .. .	338.00	254.00	254.00	169.00
553	62,000 .. .. .	346.00	258.00	258.00	173.00
554	64,000 .. .. .	352.00	264.00	264.00	176.00
555	66,000 .. .. .	359.00	269.00	269.00	180.00
556	68,000 .. .. .	366.00	275.00	275.00	183.00
557	70,000 .. .. .	372.00	279.00	279.00	186.00



Ref. No.	Total Rental for Period of Lease Including Premium (if any)	Solicitor for Lessor Only or Both Lessor and Lessee		Solicitor for Lessee Only	
		Column 1		Column 2	
		A	B	C	D
	\$	\$	\$	\$	\$
558	72,000 .. .. .	380.00	284.00	284.00	190.00
559	74,000 .. .. .	387.00	290.00	290.00	193.00
560	76,000 .. .. .	393.00	294.00	294.00	197.00
561	78,000 .. .. .	400.00	300.00	300.00	200.00
562	80,000 .. .. .	407.00	305.00	305.00	203.00
563	82,000 .. .. .	414.00	310.00	310.00	207.00
564	84,000 .. .. .	421.00	315.00	315.00	210.00
565	86,000 .. .. .	427.00	320.00	320.00	214.00
566	88,000 .. .. .	434.00	326.00	326.00	217.00
567	90,000 .. .. .	441.00	331.00	331.00	220.00
568	92,000 .. .. .	448.00	335.00	335.00	224.00
569	94,000 .. .. .	455.00	341.00	341.00	227.00
570	96,000 .. .. .	462.00	346.00	346.00	231.00
571	98,000 .. .. .	468.00	351.00	351.00	234.00
572	100,000 .. .. .	475.00	356.00	356.00	237.00
573	110,000 .. .. .	498.00	373.00	373.00	249.00
574	120,000 .. .. .	521.00	390.00	390.00	260.00
575	130,000 .. .. .	543.00	408.00	408.00	272.00
576	140,000 .. .. .	566.00	425.00	425.00	283.00
577	150,000 .. .. .	589.00	442.00	442.00	295.00
578	160,000 .. .. .	612.00	459.00	459.00	306.00
579	170,000 .. .. .	635.00	476.00	476.00	317.00
580	180,000 .. .. .	657.00	493.00	493.00	329.00
581	190,000 .. .. .	680.00	510.00	510.00	340.00
582	200,000 .. .. .	703.00	527.00	527.00	351.00
583	250,000 .. .. .	760.00	570.00	570.00	380.00
584	Over 250,000 add per 200,000 .. .. .	57.00	43.00	43.00	29.00

585 Where a Lease exceeds in length thirty folios—  
for each additional folio :—  
Lessor may charge .. .. \$2.00 per folio  
Lessee may charge .. .. \$0.75 per folio.

586 If the document used be printed on a form such as is on sale to the public, the charge of a Solicitor shall be two-thirds of the charges prescribed by Columns B or D.

587 The charges of a Solicitor for a Lessor and/or a Lessee upon the renewal of a Lease shall be two-thirds of the charges prescribed by Columns B or D.

**PART B.**  
**BILL OF SALE, STOCK MORTGAGE AND LIEN ON WOOL OR LIEN ON CROP.**  
*Scale of Charges.*

588 *Column 1. Solicitor for Both Creditor and Debtor.*  
Charges of Solicitor for both Creditor and Debtor in connection with Bill of Sale, 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.

589 *Column 2. Solicitor for Creditor only.*  
Charges of Solicitor for Creditor (only) in connection with Bill of Sale, 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.

590 *Column 3. Solicitor for Debtor only.*  
Charges of Solicitor for Debtor (only) in connection with Bill of Sale, 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.

- Column 1 Solicitor for Both Creditor and Debtor.
- 2 Solicitor for Creditor only.
- 3 Solicitor for Debtor only.

Ref. No.	Consideration	1	2	3
	Not exceeding—			
	\$	\$	\$	\$
591	2,000 .. .. .	37.00	29.00	24.00
592	4,000 .. .. .	44.00	34.00	28.00
593	6,000 .. .. .	50.00	40.00	32.00
594	8,000 .. .. .	57.00	45.00	37.00
595	10,000 .. .. .	64.00	50.00	41.00
596	12,000 .. .. .	70.00	55.00	45.00
597	14,000 .. .. .	77.00	61.00	49.00
598	16,000 .. .. .	84.00	66.00	54.00

Ref. No.	Consideration	1	2	3
	Not exceeding—			
	\$	\$	\$	\$
599	18,000	90.00	71.00	58.00
600	20,000	97.00	76.00	63.00
601	22,000	104.00	82.00	67.00
602	24,000	110.00	86.00	71.00
603	26,000	117.00	92.00	75.00
604	28,000	124.00	97.00	80.00
605	30,000	130.00	103.00	84.00
606	32,000	138.00	107.00	88.00
607	34,000	143.00	113.00	92.00
608	36,000	150.00	118.00	97.00
609	38,000	157.00	124.00	101.00
610	40,000	163.00	128.00	105.00
611	42,000	170.00	134.00	109.00
612	44,000	177.00	139.00	114.00
613	46,000	183.00	144.00	118.00
614	48,000	190.00	149.00	123.00
615	50,000	197.00	155.00	126.00
616	52,000	201.00	158.00	129.00
617	54,000	205.00	161.00	132.00
618	56,000	209.00	165.00	134.00
619	58,000	213.00	168.00	137.00
620	60,000	217.00	170.00	140.00
621	62,000	220.00	174.00	142.00
622	64,000	225.00	177.00	144.00
623	66,000	229.00	180.00	147.00
624	68,000	233.00	183.00	150.00
625	70,000	236.00	186.00	152.00
626	72,000	240.00	189.00	155.00
627	74,000	245.00	192.00	158.00
628	76,000	249.00	196.00	160.00
629	78,000	253.00	199.00	162.00
630	80,000	256.00	201.00	165.00
631	82,000	260.00	205.00	167.00
632	84,000	265.00	208.00	170.00
633	86,000	269.00	211.00	173.00
634	88,000	273.00	215.00	176.00
635	90,000	276.00	218.00	178.00
636	92,000	280.00	220.00	180.00
637	94,000	285.00	223.00	183.00
638	96,000	289.00	227.00	185.00
639	98,000	293.00	230.00	188.00
640	100,000	297.00	233.00	191.00

641 Over 100,000—such additional charge as is reasonable having regard to the responsibility involved in and the complexity of the transaction.

PART C.

BILL OF SALE, STOCK MORTGAGE AND LIEN ON WOOL OR LIEN ON CROP.

Transactions under the Money Lenders Act where the Lender is required to give a Note or Memorandum.

Scales of Charges.

642 Column 1. Solicitor for both Creditor and Debtor.

Charges of Solicitor for both Creditor and Debtor in connection with Bill of Sale, Stock Mortgage, lien on wool or lien on crop comprising instructions examination of memorandum of contract, summary of rights required under Money Lenders Act and correspondence 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.

643 Column 2. Solicitor for Creditor only.

Charges of Solicitor for Creditor (only) in connection with Bill of Sale, Stock Mortgage, lien on wool or lien on crop comprising instructions examination of memorandum of contract, summary of rights required under Money Lenders Act and correspondence, 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.

644 Column 3. Solicitor for Debtor only.

Charges of Solicitor for Debtor (only) in connection with Bill of Sale, Stock Mortgage, lien on wool or lien on crop comprising instructions, examination of memorandum of contract, summary of rights required under Money Lenders Act and correspondence 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.

Column 1 Solicitor for both Creditor and Debtor.

2 Solicitor for Creditor only.

3 Solicitor for Debtor only.

Ref. No.	Consideration	1	2	3
	Not exceeding—			
	\$	\$	\$	\$
645	2,000	46.00	37.00	32.00
646	4,000	53.00	44.00	38.00
647	6,000	62.00	50.00	44.00
648	8,000	69.00	57.00	49.00
649	10,000	78.00	64.00	55.00

## PART D.

## TRANSMISSION APPLICATION UNDER THE TRANSFER OF LAND ACT.

650	Charges of a Solicitor in connection with an application by the Trustee(s), Executor(s) or Administrator(s) of an estate to be registered as proprietor of Real Estate or Mortgage including—	\$
	Instructions, checking title identity, preparation of application, necessary attendances and correspondence and registration .. .. .	20.00
651	For each additional Certificate of Title or Mortgage produced beyond the first title or Mortgage referred to in the application .. .. .	2.00

## PART E.

## PRODUCTION FEE.

652	For production of Crown Grant, Certificates of Title, Title Deeds and other documents at the Office of the Solicitor of the person entitled to the custody thereof or at the Office of Titles, Registrar-General's Department or elsewhere .. .. .	\$ 7.00
653	If such production makes it necessary to engage an agent a further fee of \$2.00 may be charged.	

## PART F.

## FOR NEGOTIATING FOR OR PROCURING AN AGREEMENT FOR A LOAN WHEN THE MONEY IS IN FACT LENT AND THE SOLICITOR IS NEITHER THE LENDER NOR ONE OF THE LENDERS.

- 654 1. (1) In respect of money lent upon security of—
- (a) first Mortgage of real or leasehold estate one-half per centum upon the amount lent up to \$100,000 and one-quarter per centum upon so much of the amount lent as exceeds \$100,000 up to but not exceeding \$250,000 and one-eighth per centum upon so much of the amount lent as exceeds \$250,000 ;
  - (b) second Mortgage of real or leasehold estate three-quarters per centum upon such amount ;
  - (c) Mortgage or other security upon personal property other than leasehold whether or not it be subject to any prior encumbrance one per centum upon such amount.
- 655 N.B. Where a fee is payable under paragraphs 1 (a) and for 1 (b) no fee shall be payable in addition thereto under paragraph 1 (c) for the same loan.
- 656 (2)
- (a) Provided the charges on sub-clause (1) of this clause shall be reduced by two-thirds if the Mortgagor or borrower has agreed to or is liable to pay a fee to a third party for negotiating or procuring an agreement for such loan or renewal ;
- OR
- (b) Provided that the charges in sub-clause (1) of this clause shall be reduced by one-third if the Mortgagor or borrower has agreed to or is liable to pay a fee for the arranging with a third party to negotiate for, or procure an agreement for such loan or renewal.
- 657 2. The remuneration so prescribed shall not include—
- Disbursements reasonably incurred in travelling from any place of business and home respectively of such Solicitor 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 G.

## FOR NEGOTIATING FOR OR PROCURING AN AGREEMENT FOR A LOAN WHEN THE MONEY IS IN FACT LENT AND THE SOLICITOR IS EITHER THE LENDER OR ONE OF THE LENDERS.

- 658 When the Solicitor 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 :—
- (1) When the Solicitor arranges and obtains the loan from a person for whom he acts and subsequently by arrangement with his client lends the money and executes or signs the security in his own name, he being in fact trustee or agent for the person aforesaid.
  - (2) When the solicitor contributes portion of the money in fact lent, and arranges and obtains the remaining portion from another person not being his partner as a Solicitor, nor being a co-trustee with him in relation to the money lent.
- 659 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 F. in respect of the amount so obtained from such other person.

## FOURTH SCHEDULE.

## ITEM REMUNERATION.

## PART A.

## INSTRUCTIONS.

- 660 A charge may be made by way of instructions in addition to the items hereinafter contained in this schedule having regard to 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, labour, specialized knowledge and responsibility involved therein on the part of the practitioner ;
  - (d) the number and importance of the documents prepared or perused, without regard to length ;
  - (e) the place where the circumstances in which the business or any part thereof is transacted ;
  - (f) the time expended by the practitioners ;
  - (g) the value of the property in question.

## DRAWING.

661	Any document (not being a letter) including instructions to counsel in matters not in an action or a proceeding in court—	\$
	(a) not in print .. .. .	per folio 1.30
	(b) partly in print, for so much as remains in print .. .. .	per folio 0.30
	(c) partly in print, for so much as is not in print .. .. .	per folio 1.30
662	N.B. "in print" shall mean in print on a form readily available for sale to the public.	

## ENGROSSING.

		\$
663	On parchment or on stencil .. .. .	per folio 0.50
664	On paper in manuscript or typewriting .. .. .	per folio 0.40
665	For each carbon copy not exceeding four in number, for each strike .. .. .	per folio 0.20
666	For additional carbon copy .. .. .	per folio 0.10
667	The last two charges shall apply notwithstanding that all engrossments or copies be made by hand if it were possible and suitable to have made them by one mechanical operation.	

## PERUSING.

668	When it is necessary to peruse any document or part of a document whether in print or not (including correspondence) .. .. .	\$ per folio 0.50
669	When it is not necessary to peruse a document (including correspondence) and scanning of such document or correspondence is warranted, such as to determine the relevance or otherwise of such document or correspondence before such examination .. .. .	per folio 0.30

## LETTERS.

		\$
670	Formal acknowledgement or the like e.g., letter enclosing documents; requesting a reply &c. ..	1.50
671	Ordinary letter—such as can be written by a clerk .. .. .	2.10
672	Special letter—such as explanation of matter or document— or a reasonable charge according to the circumstances. .. .. .	3.20
673	Special letter embodying an opinion on a question of law— or such charge as is reasonable having regard to the circumstances. .. .. .	5.60
674	Circular letters—i.e. letters which except for the particulars of address are identical—after the first letter— or the reasonable cost of printing and distribution which ever is the less. .. .. .	0.80
675	N.B. The charges in reference numbers 672 to 676 include postage not exceeding five cents.	

## ATTENDANCES.

		\$
676	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 .. .. .	2.70
677	Making an appointment by telephone .. .. .	1.30
678	On counsel with case for opinion or other papers or to appoint consultation or conference— (a) If counsel's fee does not exceed twenty-five dollars .. .. .	3.20
	(b) If exceeds twenty-five dollars .. .. .	6.40
679	On consultation or conference if counsel's fee does not exceed ten dollars .. .. .	6.40
680	On consultation or conference if counsel's fee exceeds ten dollars .. .. .	12.80
681	If conference or consultation occupies more than one hour; per hour or part thereof after the first hour .. .. .	6.40
682	Searching title and other searches: per hour or part thereof .. .. .	5.30
683	On a settlement of a conveyancing matter: per half-hour or part thereof .. .. .	5.30
684	Attendance by telephone or otherwise requiring the personal attendances of a Solicitor or his managing or senior clerk and involving the exercise of skill or legal knowledge: per half hour or part thereof .. .. .	5.30
685	All other attendances: per hour or part thereof .. .. .	5.30

## PART B.

## JOURNEYS.

686	For time occupied in necessarily travelling to and from or necessarily spent in any place in Australia more than ten miles from any places of business and home respectively of the Solicitor in addition to the remuneration prescribed by Part A hereof: per hour or part thereof .. .. .	8.00
687	But not exceeding for any one day .. .. .	112.00
688	N.B. The charges in this 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.	

DATED the eighteenth day of June, 1968.

A. D. G. ADAM.

C. P. JACOBS.

CYRIL FYFFE.

J. W. BALL.

NEVILLE L. COLBRAN.