

# SOLICITORS' REMUNERATION REGULATIONS.<sup>(1)</sup>

1. These Regulations may be cited as the *Solicitors' Remuneration Regulations*.<sup>(1)</sup> Short title.

2. Nothing in these Regulations shall affect the rights of a solicitor or client in respect of matters pending on the date of the coming into operation of these Regulations. Saving.

3. In these Regulations, unless the contrary intention appears— Definitions.

“agreement” means agreement in writing and includes contract;

“bill of sale” includes hire-purchase agreement, crop lien, and stock mortgage;

“copy” includes manuscript copy, copy by a carbon impression machine-made engrossment, and other facsimile;

“folio” means seventy-two words or figures or words and figures and includes a part of a folio;

“item remuneration” means remuneration prescribed by the Second Schedule as distinguished from remuneration prescribed by the First Schedule;

“lease” includes instrument of lease under the Lands Registration Ordinance, lease under seal, memorandum of lease, agreement for lease, sub-lease, and tenancy agreement;

“purchaser” includes transferee;

“solicitor” means barrister and solicitor;

“transfer” with its grammatical variations and cognate expressions includes assign, convey, grant, and exchange with their grammatical variations and cognate expressions;

“under the Lands Registration Ordinance” means under the provisions of the *Lands Registration Ordinance 1924-1937*;<sup>(2)</sup>

“vendor” includes transferrer,

(1) Particulars of these Regulations are as follows:—

Ordinance under which made.	Date on which made by Administrator with concurrence of Chief Judge.	Date on which published in <i>N.G. Gaz.</i>	Date on which took effect and came into operation.
<i>Legal Practitioners Ordinance 1928-1938</i>	19.11.1937	30.11.1937 <sup>(a)</sup>	1.1.1938 ( <i>N.G. Gaz.</i> of 30.11.1937)

(a) Regulation 6(b)(iii) was incorrectly published in *N.G. Gaz.* of 30.11.1937 and was corrected by notice dated 16.12.1937 and published in *N.G. Gaz.* of 23.12.1937.

(2) Now the *Lands Registration Ordinance 1924-1939*.

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and any reference to a Schedule shall be read as a reference to a Schedule to these Regulations, and any reference to a Part shall be read as a reference to a Part of the First Schedule.

**Interpretation.**

4. In these Regulations, unless the contrary intention appears, for the purpose of determining the remuneration of a solicitor—

- (a) when in a particular transaction the consideration is not wholly monetary, the consideration shall be deemed to include the value of any real or personal property transferred or given or agreed to be transferred or given under the transaction;
- (b) when the transaction is in respect of real and personal property or of land under the Lands Registration Ordinance and other land, the consideration shall be apportioned according to the respective values of the property and remuneration may be charged in respect of each transfer 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, the consideration shall be deemed to be the value of the subject property;
- (d) the consideration for a mortgage or bill of sale shall be deemed to be the sum secured by the document plus any further specified or ascertainable sum agreed to be advanced and secured by the document but without regard to the amount of any possible but unspecified further advance not ascertainable by the terms of the document:

Provided that if the document does not secure a specified or ascertainable sum item remuneration shall apply;

- (e) on the sale of an equity of redemption the amount of the principal sum and interest due under the mortgage 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 consideration shall be deemed to be the sale price of the equity;
- (f) a transaction shall be deemed to have been completed or substantially completed notwithstanding that, at the request or with the concurrence of the client, the solicitor has not performed some of the work or services usual or necessary to complete the transaction;

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- (g) the charges in the First Schedule shall be for and include all matters specified in the Second Schedule and attention to all matters usual and necessary to complete the transaction on behalf of the client;
- (h) a fractional part of One hundred pounds of consideration or rent shall be accounted as One hundred pounds.

5. The remuneration of solicitors in respect of any non-contentious business (including the formation and registration of companies) is hereby prescribed and regulated as follows:— Charges as in Schedules.

- (a) When the transaction has been completed or substantially completed, by the First and Third Schedules so far as applicable; and
- (b) For all other business, by the Second and Third Schedules.

6. The remuneration prescribed by the last preceding regulation shall not include disbursements for— Disbursements &c.

- (a) fees or other charges payable at public offices or to public authorities, or to surveyors, valuers, auctioneers, or counsel, duty stamps, travelling or hotel expenses, postage other than ordinary postage, or other out-of-pocket expenses reasonably and properly incurred and paid;
- (b) payments necessarily made for correspondence from another solicitor employed as agent not exceeding, when the consideration or annual rent—

	£	s.	d.
(i) does not exceed £500 ..	1	1	0
(ii) exceeds £500 but does not exceed £1,000 .. ..	2	2	0
(iii) exceeds £1,000 .. ..	3	3	0 <sup>(3)</sup> ;

- (c) remuneration for any extra work occasioned by any material changes occurring in the course of any business by reason of death, insolvency, or otherwise,

which may be charged in addition to the remuneration prescribed by the last preceding regulation.

7. In all cases to which the remuneration prescribed by the First Schedule applies a solicitor may within seven days from the time of Right to elect to charge item remuneration.

(3) As originally published in *N.G. Gaz.* of 30.11.1937 Reg. 6(b) (iii) read "(iii) exceeds £1,000 . . . . . 3 0 0;" A notice dated 16.12.1937 and published in *N.G. Gaz.* of 23.12.1937 provided that "Sub-paragraph (iii) of paragraph (b) of regulation 6 of the *Solicitors' Remuneration Regulations* reads as follows:— "(iii) exceeds £1,000 . . . . . 3 3 0;" and the paragraph as appearing in the publication of the *Solicitors' Remuneration Regulations* in the *New Guinea Gazette* of 30th November, 1937 is hereby corrected accordingly."

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undertaking any non-contentious business by notice in writing to his client elect to charge item remuneration:

Provided that the client may thereupon terminate the retainer and item remuneration shall apply in respect of services theretofore rendered:

Provided further that when the consideration does not exceed One thousand pounds election shall not be made unless in consequence of some difficulty or complexity in the transaction the charges prescribed by the First Schedule would be inadequate.

### THE FIRST SCHEDULE.

#### PART A.—SOLICITOR FOR PURCHASER OR MORTGAGEE.

(a) Land under the Lands Registration Ordinance, if consideration—

	<i>£</i>	<i>s.</i>	<i>d.</i>
does not exceed £200 .. .. .	3	3	0
exceeds £200, for every extra £100 up to £1,000	13	6	
exceeds £1,000, for every extra £100 up to £2,000	9	0	
exceeds £2,000, for every extra £100 up to £4,000	8	6	
exceeds £4,000, for every extra £100 up to £10,000 .. .. .	4	0	
exceeds £10,000, for every extra £100 up to £50,000 .. .. .	3	6	
exceeds £50,000, for every extra £100 up to £100,000 .. .. .	2	6	
exceeds £100,000, for every extra £100 up to £150,000 .. .. .	1	0	

(b) Land not under the Lands Registration Ordinance—  
the charges in the last preceding paragraph plus one-third.

#### PART B.—SOLICITOR FOR VENDOR OR MORTGAGOR.

Three-quarters of the charges in paragraph (a) or (b) of Part A, whichever is applicable, with a minimum of £3 3s.

#### PART C.—SAME SOLICITOR ACTING FOR BOTH VENDOR AND PURCHASER OR BOTH MORTGAGOR AND MORTGAGEE.

The charges in paragraph (a) or (b) of Part A, whichever is applicable, plus three-eighths up to £5,000 of consideration and in respect of any consideration above £5,000, plus three-sixteenths:

Provided that where the parties are vendor and purchaser, the charges shall be paid as to three-sevenths by the vendor and as to four-sevenths by the purchaser.

#### PART D.—TRANSFER AND MORTGAGE OF SAME PROPERTY COMPLETED AT SAME TIME.

(a) If the same solicitor acts for the mortgagee as acted for the purchaser or vendor, he shall be entitled in respect of the mortgage to one-half of the charges in paragraph (a) or (b) of Part A, whichever is applicable, up to £5,000 of consideration and in respect of any consideration above £5,000 to one-fourth of such charges;

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- (b) If the same solicitor acts for the mortgagor as acted for the purchaser or vendor, he shall be entitled in respect of the mortgage to three-eighths of the charges in paragraph (a) or (b) of Part A, whichever is applicable, up to £5,000 of consideration and in respect of any consideration above £5,000 to three-sixteenths of such charges; or
- (c) If the same solicitor acts for the mortgagor and the mortgagee as acted for the vendor or purchaser or for both the vendor and the purchaser he shall be entitled in respect of the mortgage to the charge in paragraph (a) of this Part plus one-half of the charge in paragraph (b) of this Part.

PART E.—AGREEMENTS FOR SALE AND PURCHASE.

- (a) Solicitor for vendor or both vendor and purchaser, where the purchase money or, in case of a submission for sale by auction, the sale reserve—

	£	s.	d.
does not exceed £200 .. .. .	2	2	0
exceeds £200, up to £1,000 .. .. .	3	3	0
exceeds £1,000, for every extra £500 or part of £500, where the subject land is—			
wholly under the Lands Registration Ordinance .. .. .		10	6
not wholly under the Lands Registration Ordinance .. .. .	1	1	0

Provided that if the vendor's solicitor also acts for the vendor on completion of the transaction by transfer and is thereto instructed within—

- (i) one month of the signing of the agreement, no charge shall be made under this paragraph;
- (ii) six months of the signing of the agreement, the charges under this paragraph shall be reduced by one-half.

- (b) Purchaser's solicitor, approving agreement where approval is necessary—

one-half of the charges in the last preceding paragraph:

Provided that if the purchaser's solicitor also acts for the purchaser on completion of the transaction by transfer and is thereto instructed within—

- (i) one month of the signing of the agreement, no charge shall be made under this paragraph;
- (ii) six months of the signing of the agreement, the charges under this paragraph shall be reduced by one-half.

- (c) Where the agreement is for sale of land by auction and the land or part thereof is not sold and a subsequent agreement for sale of the land or part thereof is prepared by the same solicitor, the charge for the subsequent agreement shall be by item remuneration.

PART F.—EXTENSION OF TERM OF MORTGAGE OR ALTERATION OF PRINCIPAL SUM OR RATE OF INTEREST.

- (a) Mortgagee's solicitor, where total mortgage debt—

	£	s.	d.
does not exceed £500 .. .. .	2	2	0
exceeds £500, up to £2,000 .. .. .	3	3	0
exceeds £2,000, up to £5,000 .. .. .	4	4	0
exceeds £5,000 .. .. .	5	5	0

- (b) Mortgagor's solicitor—  
one-half of the charges in the last preceding paragraph.
- (c) Same solicitor acting for both mortgagor and mortgagee—  
the charges in paragraph (a) of this Part plus one-quarter.

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### PART G.—TRANSFER OF MORTGAGE.

The charges to be assessed on the amount of the consideration for the transfer in accordance with Part A, B, or C, whichever is applicable:

Provided that item remuneration shall apply where the solicitor has investigated or deduced title in relation to the original mortgage or a transfer thereof or other dealing therewith specified in Part F.

### PART H.—DISCHARGE OR PARTIAL DISCHARGE OF MORTGAGE.

(a) Mortgagee's solicitor, where the amount discharged—

	£	s.	d.
does not exceed £200 .. .. .	1	11	6
exceeds £200, up to £500 .. .. .	2	2	0
exceeds £500, up to £1,000 .. .. .	2	12	6
exceeds £1,000, up to £5,000 .. .. .	4	4	0
exceeds £5,000 .. .. .	6	6	0
for each collateral transfer by way of discharge or release .. .. .	10	6	

(b) Mortgagor's solicitor—

two-thirds of the charges in the last preceding paragraph.

(c) Same solicitor acting for both mortgagor and mortgagee—  
the charges in paragraph (a) of this Part plus one-sixth.

### PART I.—LEASES.

(a) Lessor's solicitor (including charge for obtaining execution by lessee where lessee does not employ a separate solicitor), where the annual rent—

	£	s.	d.
does not exceed £100 .. .. .	3	3	0
exceeds £100, for every extra £100 up to £1,000 .. .. .	15	0	
exceeds £1,000, for every extra £100 up to £5,000 .. .. .	10	0	

Provided that—

(i) where a bonus is paid in addition to rent, or the lease contains a covenant to expend a stated sum upon buildings or other works, such bonus or sum shall for the purposes of this paragraph be divided by the number of the years of the lease, and the quotient added to and calculated as annual rent; and

(ii) special covenants and conditions may be charged for extra.

(b) Lessee's solicitor—

one-half of the charges in the last preceding paragraph.

(c) Same solicitor acting for both lessor and lessee—  
the charges in paragraph (a) of this Part plus one-quarter.

(d) For procuring necessary consent of mortgagor, mortgagee or other third party, £1 ls.

### PART J.—BILLS OF SALE.

(a) Creditor's solicitor, where the consideration—

	£	s.	d.
does not exceed £300 .. .. .	3	3	0
exceeds £300, up to £500 .. .. .	4	4	0
exceeds £500, up to £1,000 .. .. .	6	6	0
exceeds £1,000, up to £2,000 .. .. .	8	8	0
exceeds £2,000, up to £3,000 .. .. .	10	10	0
exceeds £3,000 .. .. .	15	15	0

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(b) Debtor's solicitor— one-half of the charges in the last preceding paragraph.	
(c) Same solicitor acting for both creditor and debtor— the charges in paragraph (a) of this Part plus £1 ls.	
	<b>£ s. d.</b>
(d) Renewal of bill of sale .. .. .	2 2 0
(e) Discharge and entering satisfaction .. .. .	2 2 0

PART K.—ADDITIONAL CHARGES.

	<b>£ s. d.</b>
(a) Where more than one vendor, purchaser, lessor, lessee, mortgagor, mortgagee, debtor, or creditor in the same transaction, for each such additional party .. .. .	10 6
(b) In the case of a purchase from or mortgage by an executor, administrator, trustee, company, mortgagee under power of sale, or donee of a power of attorney, where the consideration—	
does not exceed £500 .. .. .	1 1 0
exceeds £500, up to £1,000 .. .. .	1 11 6
exceeds £1,000 .. .. .	3 3 0
(c) In the case of a transfer by direction each directing or intermediate party with a separate interest in the subject property shall pay to the original vendor's solicitor (if not acting for the directing party) and to the ultimate purchaser's solicitor (if not acting for the directing party) respectively item remuneration for the additional amount of work, if any, incurred on account of each such direction, with a minimum to each solicitor of, where the consideration—	
does not exceed £1,000 .. .. .	1 1 0
exceeds £1,000 .. .. .	2 2 0
(d) Item remuneration charges may be made for obtaining the Administrator's approval of, or consent to, any document, where necessary, but not to exceed for any one transaction .. .. .	3 3 0
(e) For the production of title deeds by a solicitor—	
at the Office of Titles .. .. .	2 2 0
at the Office of Titles, for each additional certificate of title or Administration lease after the first .. .. .	5 0
in his office .. .. .	1 1 0
Provided that a solicitor shall be entitled to charge—	
(i) both the above fees for production in his office and subsequently at the Office of Titles;	
(ii) one fee only for production on behalf of two or more clients to a third person; and	
(iii) a production fee when he is acting for a party to the transaction, only if the party is merely joined in the transaction as a consenting party or to signify his assent thereto.	
(f) Where any non-contentious business is necessarily or at the client's request transacted on a Sunday or holiday, per half-hour .. .. .	5 0

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THE SECOND SCHEDULE.

*Instructions.*

A charge may be made for instructions based upon items at the rates set out in this Schedule for attendances, correspondence, perusal, and time occupied, and including such further charges (if any) as may be reasonable having regard to the skill and responsibility involved, the value of the property in question, the complexity of the transaction, and the other circumstances of the case.

If the consideration for the transaction exceeds £20,000, a special additional charge may be made for the responsibility of the solicitor.

*Drawing.*

	Per folio.
	£ s. d.
Deeds, wills, instruments, and other like documents ..	3 0
Abstract of title .. .. .	1 0
Declaration or affidavit .. .. .	2 6
Other documents except letters, for so much as is—	
in print .. .. .	6
not in print .. .. .	2 6

*Engrossing.*

	Per folio.
	£ s. d.
In manuscript or typewriting .. .. .	8
Duplicate .. .. .	4
Each additional copy .. .. .	2

*Copying.*

	Per folio.
	£ s. d.
First copy .. .. .	6
Second copy .. .. .	3
Each additional copy .. .. .	2
Attested carbon copy .. .. .	4

*Perusing.*

	Per folio.
	£ s. d.
For perusal of document where perusal is necessary to protect the interests of or advise a client .. .. .	1 0

*Letters.*

	Per folio.
	£ s. d.
Letter making an appointment or asking a person to call or forwarding a document without comment, or to the like effect	3 6
Any other ordinary letter .. .. .	5 6
Special letter .. .. .	7 6
or a reasonable charge according to the circumstances.	
Circular letters, after the first .. .. .	1 6
or if such letters exceed twenty in number, the reasonable cost of printing whichever may be less.	
For a letter embodying an opinion upon a question of law and for work necessarily performed in order to furnish such opinion .. .. .	1 1 0
or a reasonable charge according to the circumstances.	



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*Attendances.*

	£	s.	d.
To file, lodge, or deliver a document, to obtain an appointment, to have a document stamped, to insert an advertisement, or other attendance of a similar nature capable of performance by a junior clerk .. .. .	5	0	
Making an appointment by telephone .. .. .	2	6	
On consultation and advising upon a question of law ..	1	1	0
plus, per hour after the first hour .. .. .	12	0	
Searching title and other searches, per hour or part of an hour	10	0	
On a settlement of a conveyancing matter, per half hour ..	10	0	
Attendance, by telephone or otherwise, requiring the personal attendance of the solicitor and involving the exercise of skill or legal knowledge, per half hour .. .. .	10	0	
All other attendances, per hour or part of an hour .. .. .	10	0	

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THE THIRD SCHEDULE.

*Journeys.*

For time occupied in necessarily travelling to and from, or necessarily spent in, any place in the Territory more than ten miles by the nearest route from the home or place of business of the solicitor, in addition to the remuneration prescribed by the First Schedule and (except charges for attendances) the Second Schedule, 15s. per hour but not exceeding £10 10s. for any one day.