

ADVOCATES ORDINANCE

(Cap. 2)

57

(Section 17 (c))

ADVOCATES' REMUNERATION RULES 1988

(G.N.S 17 of 1988)

[25th August 1988.]

1. These Rules may be cited as the Advocates' Remuneration Rules 1988.

2. The remuneration of an advocate in respect of business other than contentious business shall be—

- (a) in respect of sales, purchases and charges for completing any transaction, the remuneration shall be in accordance with the 1st Schedule;
- (b) in respect of sale and purchase agreements and transfers for housing and commercial estates of 15 units and more, the remuneration shall be in accordance with the 2nd Schedule;
- (c) in respect of leases and agreements for leases, or agreements reserving rent the remuneration shall be in accordance with the 3rd Schedule;
- (d) in respect of Satisfaction pertaining to charged properties, the remuneration shall be in accordance with the 4th Schedule;
- (e) in respect of Debentures by way of a fixed or floating charge the remuneration shall be in accordance with the 5th Schedule;
- (f) in respect of witnessing of miscellaneous documents, the remuneration shall be in accordance with the 6th Schedule;
- (g) in respect of lodgement renewal and removal of Caveats, the remuneration shall be in accordance with the 7th Schedule;
- (h) in respect of searches at the Central Land Registry, District Land Offices and Companies Registry, the remuneration shall be in accordance with the 8th Schedule;
- (i) in respect of the administration of estates, the remuneration shall be in accordance with the 9th Schedule;
- (j) in respect of partnership agreements, the remuneration shall be in accordance with the 10th Schedule;
- (k) in respect of the submission of notification of acquisition or disposition of assets under the Real Property Gains Tax Act 1976, the remuneration shall be in accordance with the 11th Schedule;
- (l) in respect of foreclosure action under the Land Ordinance (Cap. 68) and rules made thereunder, the remuneration shall be in accordance with the 12th Schedule;
- (m) in respect of the collection of debt, the remuneration shall be in accordance with the 13th Schedule;
- (n) in respect of execution proceedings, the remuneration shall be in accordance with the 14th Schedule;
- (o) in respect of incorporation of companies, the remuneration shall be in accordance with the 15th Schedule; and
- (p) in respect of all non-contentious work for which no provision is made by these Rules, the remuneration shall be in accordance with the 16th Schedule.

3. The remuneration prescribed by these Rules do not include any fees payable on the registration of documents requiring registration, stamp fees, counsel's fees, auctioneer's or valuer's charges, travelling or hotel expenses, fees paid on searches or registration, costs of extracts from any register or record, or other disbursements reasonably and properly paid, nor does it include the cost of any extra work, or any business of a contentious nature, nor any proceedings in any Court, but it shall include allowances for the time of the advocate and his clerk, and charges for normal copying and stationery and all other similar disbursements.

4. In respect of any business which is required to be, and is by special exertion, carried through in an exceptionally short space of time the advocate may charge additional remuneration for the special exertion according to the circumstances and having regard to the 16th Schedule.

5. An advocate may accept from his client and a client may give to his advocate, security for the fees due to the advocate for business to be transacted by him and for interest on such fees.

6. An advocate may charge interest at 14% per annum on his disbursements and fees from the expiration of one month from demand from the client and in cases where the same are payable by any infant or out of a fund not presently available, such demand may be made on the parent or guardian or the trustee or other person liable.

1ST SCHEDULE

CONSIDERATION OR AMOUNT SECURED

	RM	%
Up to	10,000.00	2.50 <i>Rm 250.00</i>
For the next	40,000.00	1.00 <i>Rm 400.00</i>
For the next	50,000.00	0.90 <i>Rm 450.00</i>
For the next	200,000.00	0.80 <i>Rm 1,600.00</i>
For the next	400,000.00	0.70 <i>Rm 2,800.00</i>
For the next	500,000.00	0.60 <i>Rm 3,000.00</i>
For the next	1,000,000.00	0.45 <i>Rm 4,500.00</i>
For the next	3,000,000.00	0.35 <i>Rm 10,500.00</i>
For the next	5,000,000.00	0.25

Where the consideration or amount secured is in excess of RM10,200,000.00 the remuneration shall be negotiable.

There shall be a minimum scale charge of RM250.00

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RULES

1. Where the same advocate acts for both the Vendor and the Purchaser and the transaction includes the sale and purchase agreement and the Memorandum of Transfer to complete the sale, the advocate shall charge full scale as the Purchaser's advocate and one half as the Vendor's advocate. Where he represents only the Purchaser, he shall charge the full scale, and where he represents only the Vendor, he shall charge one-half of the scale.

*Same Advocate - V & P
(S&P + MOT)
P - Full scale
V - one half.
only rep P - Full scale
only rep V - one half.*
2. Where the same advocate acts for both the Vendor and Purchaser and the transaction involves only the sale and purchase agreement the advocate shall charge three-quarters of scale as the Purchaser's advocate and one-quarter as the Vendor's advocate. Where he represents only the Purchaser, he shall charge three-quarters of the scale, and where he represents only the Vendor, he shall charge one-quarter of the scale. This rule also applies where the transaction involves the Memorandum of Transfer only.

*same Advocate - V & P
(S&P) or (MOT) only
only rep P - 3/4
V - 1/4
only rep P - 3/4
only rep V - 1/4*
3. Where the same advocate acts for the Vendor, the Purchaser and the sub-Purchaser in the same transaction, he shall charge one-quarter of scale as the Vendor's advocate (on the sale consideration), three-quarters of scale as the Purchaser's advocate (on the purchase consideration) three-quarters of scale as the sub-Purchaser's advocate (on the sub-purchase consideration).

*Same Advocate - V, P
& Sub - P.
V - 1/4
P - 3/4
Sub - P - 3/4*
4. Where the same advocate is acting on behalf of the Purchaser and the sub-Purchaser but not on behalf of the Vendor, he shall charge three-quarters of scale as the Purchaser's advocate (on the purchase consideration) and three-quarters of scale as the sub-Purchaser's advocate (on the sub-purchase consideration).

*Same Advocate - P &
Sub - P, & V
P - 3/4
Sub - P - 3/4*
5. Where the same advocate is acting on behalf of the Vendor and the Purchaser but not on behalf of the sub-Purchaser in a sale, purchase and sub-purchase, he shall charge one-quarter of scale as the Vendor's advocate (on the sale consideration) and one and one-quarter of scale as the Purchaser's advocate (being full scale on the purchase consideration and one-quarter of scale on the sub-sale consideration).

*Same Advocate - V & P,
& Sub - P.
V - 1/4
P - 1 1/4*
6. Where the same advocate is acting on behalf of both the Chargor and the Chargee or the Chargee only he shall charge full scale.
7. Where the transaction includes an assignment and loan agreement in addition to the Charge in escrow, the advocate shall charge a further sum equivalent to one-quarter of the scale.
8. Where the same advocate acts for the Vendor, Purchaser, Chargor and the full scale as the Purchaser's advocate (both on the purchase consideration) and one-half of scale as the Chargee's advocate and one-quarter of scale as the Chargor's advocate (both on the amount of the Charge).
9. Where an advocate acts for the Chargor only, he shall charge one-quarter of the scale.
10. Where an advocate is instructed to put up a property for sale by public auction—
 - (a) the Vendor's advocate shall charge full scale on the sale price for conducting the sale including drafting and settling conditions of sale if the property is sold but if the property is

not sold, he shall charge one-half of scale on the reserve price, or if there is no reserve price, one-half of scale on the highest bid as certified in writing by the auctioneer but if there is no reserve price and no bid, the advocate shall charge according to the 16th Schedule;

- (b) the fee of one-half of scale for investigating title; and perusing and completing transfer on a sale by auction is to be chargeable on each lot of property, except that where a property held under the same title is divided into lots for convenience of sale and the same Purchaser buys several such lots and takes on transfer, one half of scale is to be chargeable by the Vendor's advocate upon the aggregate prices of the lots and full scale is to be chargeable by the Purchaser's advocate upon the aggregate prices of the lots; and
 - (c) the fee on an attempted sale by auction of lots is to be chargeable on the aggregate of the reserve prices (for if there be no reserve prices, the aggregate of the highest bids). When property offered for sale is not sold by or on behalf of the owner to a third party and terms are afterwards negotiated and arranged by the same advocate, he shall charge full scale on the reserve price where the property is not sold and also one-half of scale for negotiating the sale. When property is bought in and afterwards offered for auction by the same advocate, he shall charge only full scale for the first attempted sale and for each subsequent sale ineffectually attempted he shall charge according to the 16th Schedule. In case of a subsequent effectual sale by auction he shall charge full scale less one-half of the fee previously charged on the first attempted sale.
- 11. The scale in the 1st Schedule shall apply to transfer of charge based on the consideration for such transfer.
 - 12. Where a property is sold subject to incumbrances, the amount of the incumbrances shall be deemed a part of the purchase money, except where the chargee purchases the charged property, and the same advocate who prepared the charge acts for the Chargee upon such purchase, in which case the fee of the advocate shall be calculated on the price of the equity of redemption.
 - 13. In addition to the other fees payable to an advocate under these Rules, where an advocate negotiates any transaction he shall be entitled to charge a negotiating fee. The scale for negotiating shall be in accordance with the scale prescribed by the 1st Schedule and shall apply to cases where the advocate for a Vendor, or Purchaser arranges the sale or purchase and the price and terms and conditions thereof and no commission is paid by the client to an auctioneer or estate or other agent. A Chargor's solicitor shall also be entitled to a negotiating fee where he arranges and obtains a loan for the Chargor. The negotiating fee payable pursuant to this rule shall be full scale based on the amount of the consideration or loan.
 - 14. When completion of a transfer of property takes place simultaneously with a charge of the same property, the Chargee's scale fee under the 1st Schedule shall include charges for attending to the stamping and registration of the transfer or other documents by the advocate on behalf of the Chargee or for attendance at the

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office of another advocate for completion except the actual transport charges incurred for such attendance.

15. Where additional facilities are granted on the security of an existing charge which is being stamped additionally to cover such facilities, the advocate in charge of such stamping and other attendant work, shall be entitled to charge on the above scale at the appropriate rate as if the additional facilities formed part of the original facilities.

2ND SCHEDULE

HOUSING AND COMMERCIAL ESTATES OF 15 UNITS AND MORE

This Schedule applies where an advocate acts for the Vendors or Developers of housing or commercial estates of 15 units and more. It does not apply to advocates of the Purchasers of the houses therein whose fees shall be governed by the 1st Schedule.

RULES

1. Where an advocate attends to the sale and purchase agreement only, he shall charge one-half of the 1st Schedule scale.
2. Where the advocate also attends to the Memorandum of Transfer, he shall charge a further one-quarter of the said scale.
3. Where the same advocate who acts for the Vendor or Developer also acts for the Purchaser in respect of the sale and purchase agreement only, he shall charge three-quarters of the said scale.
4. Where the same advocate who acts for the Vendor or Developer also acts for the Purchaser in respect of both the sale and purchase agreement and transfer, he shall charge the full 1st Schedule scale.

3RD SCHEDULE

SUB-LEASES

SCALE

Monthly rent not exceeding	Annual rent not exceeding	Scale Charges
RM	RM	RM
50.00	600.00	150.00
100.00	1,200.00	200.00
150.00	1,800.00	220.00
200.00	2,400.00	260.00
250.00	3,000.00	300.00
300.00	3,600.00	320.00
350.00	4,200.00	360.00
400.00	4,800.00	380.00
450.00	5,400.00	420.00
500.00	6,000.00	460.00

3RD SCHEDULE - (cont.)

Monthly rent not exceeding	Annual rent not exceeding	Scale Charges
RM	RM	RM
550.00	6,600.00	480.00
600.00	7,200.00	500.00
650.00	7,800.00	520.00
700.00	8,400.00	550.00
750.00	9,000.00	580.00
800.00	9,600.00	600.00
850.00	10,200.00	620.00
900.00	10,800.00	640.00
950.00	11,400.00	680.00
1,000.00	12,000.00	700.00

Between the annual rent of RM12,000.00 and RM120,000.00 there shall be charged RM1.75 on each RM100.00 of annual rent. After the annual rent of RM120,000.00 there shall be charged RM1.00 on each subsequent RM100.00 of annual rent.

There shall be a minimum scale charge of RM150.00 on all transactions.

RULES

1. Where an advocate represents only the Lessor, he shall charge full scale.
2. Where an advocate represents only the Lessee, he shall charge three-quarters of scale.
3. Where the same advocate acts for the Lessor and the Lessee, he shall charge full scale as the Lessor's advocate and one-quarter of scale as the Lessee's advocate.
4. Where an advocate represents the Lessor in respect of leases of parts of a building in which there are ten or more leaseable units and a standard form of lease is used or where a lease is renewed upon substantially the same terms and conditions, the fees to be charged by the Lessor's advocate in respect of these leases shall be one-half of the fees chargeable under the rules 1, 2 and 3.
5. Any consideration in the lease or tenancy agreement expressed to be chargeable other than by way of rent (e.g. service charges, hire or furnitures and fixtures) shall be deemed to be rent.
6. Where a varying rent is payable, the remuneration shall be charged on the highest amount of rent payable.
7. Where a lease is partly in consideration of a money payment or premium and partly of a rent, then, in addition to the remuneration prescribed in respect of rent, there shall be paid a further sum equal to the remuneration on a purchase at a price equal to such money payment or premium in accordance with the scale prescribed under the 1st Schedule, and for these purposes, the

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3RD SCHEDULE - (cont.)

Landlord or Lessor shall be regarded as Purchaser and the Tenant or Lessee shall be regarded as Vendor and the rules 1, 2, 3, 4, 5 and 6 shall apply to such further remuneration.

4TH SCHEDULE

SATISFACTION OF CHARGES
(per Title)

Chargor	RM120.00
Chargee	RM 90.00

RULES

1. Where the same advocate acts for both parties, he shall charge RM150.00.
2. The scale charges are inclusive of all necessary attendances.
3. This scale applies only where the advocate is not required to give an undertaking to pay the redemption sum. If he is required to do so, his fees shall be one-half of the 1st Schedule scale and calculated on the amount of the redemption sum.

5TH SCHEDULE

DEBENTURES AND FIXED AND FLOATING CHARGES

	%
(a) For the first RM200,000.00	1.3
(b) For the next RM300,000.00	0.7
(c) For the next RM500,000.00	0.5
(d) For the next RM4,000,000.00	0.45
(e) For the next RM5,000,000.00	0.35

Where the amount secured is in excess of RM10,000,000.00 the remuneration shall be negotiable.

The scale does not extend to any additional instructions to investigate the title to immovable property to be secured thereunder or by a collateral instrument.

RULES

1. Where the same advocate acts for both the Lender and the Borrower or the Lender only, he shall charge full scale.
2. Where an advocate represents only the Borrower, he shall charge one-quarter of scale.
3. Where the security documents include, in addition to a Debenture, a fixed charge on immovable property and the title is investigated, the advocate having the conduct of the business shall charge under

the 1st Schedule on the value of the immovable property as fixed by the Lender and on the balance of the loan in accordance with this Schedule commencing from item (a) of the scale.

4. Where the charge by way of collateral security to the Debenture is executed subsequently to the Debenture and secures immovable property but without any additional loan, the advocate having the conduct of the business shall charge a fee under the 16th Schedule. Where an additional loan is secured, the 1st Schedule shall apply.
5. Where additional facilities are granted on the security of an existing charge which is being stamped additionally to cover such facilities, the advocate in charge of such stamping and other attendant work, shall be entitled to charge on the above scale at the appropriate rate as if the addition facilities formed part of the original facilities.
6. Where the security documents consists of a Debenture and a fixed charge on immovable property and the title is investigated, the advocate having the conduct of the business shall charge one-quarter of the fees according to the 1st Schedule in respect of the Charge and full fee under the 5th Schedule in respect of the Debenture.

6TH SCHEDULE

Witnessing of documents (including the giving of an attestation certificate, if any).

- | | |
|---|---|
| (a) For witnessing execution of a document | RM25.00 for first and RM5.00 for each subsequent copy |
| (b) For witnessing execution of a document and giving an attestation certificate (if any) | RM50.00 for first and RM5.00 for each subsequent copy |

RULES

1. The above witnessing fee is not chargeable when the advocate has prepared, settled or approved the document and where he has made other charges under these Rules.
2. If the witnessing advocate is asked to advise on the contents of any document not prepared by him, he shall be entitled to charge therefor in accordance with the 16th Schedule.

7TH SCHEDULE

CAVEATS

- | | |
|---|--------------|
| 1. For lodgement or renewal of Caveat against each title, inclusive of all necessary attendances and perusal of documents | RM
120.00 |
| 2. For Caveat against each subsequent title based on the same grounds | 50.00 |
| 3. Withdrawal of Caveat | 50.00 |

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8TH SCHEDULE

SEARCHES

For searches at the Central Land Registry or District Land Registry or Companies Registry.

					RM
1.	For each title	...	...	...	100.00
2.	For each company	...	...	...	150.00

9TH SCHEDULE

	Gross Value of Estate Not Exceeding	Work done up to Grant of Letters of Administra- tion or Probate	Distribution and Winding Up of Intestate Estate	Distribution and Winding Up of Testate Estate
	RM	RM	RM	RM
1.	5,000.00	500.00	400.00	400.00
2.	10,000.00	700.00	500.00	500.00
3.	25,000.00	1,000.00	700.00	600.00
4.	50,000.00	2,000.00	1,000.00	800.00
5.	75,000.00	2,500.00	1,500.00	1,000.00
6.	100,000.00	3,000.00	2,000.00	1,500.00
7.	150,000.00	3,250.00	2,500.00	2,000.00
8.	200,000.00	4,250.00	3,000.00	2,500.00
9.	250,000.00	5,250.00	3,500.00	3,000.00

Exceeding:

RM250,000.00	Discretionary but not less than RM5,250.00	Discretionary but not less than RM3,500.00	Discretionary but not less than RM3,000.00
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10TH SCHEDULE

PARTNERSHIP AGREEMENT

CAPITAL				%
1.	Up to 1st RM50,000.00	1.5
2.	For the next RM100,000.00	1.0
3.	For the next RM200,000.00	...	...	0.8
4.	For the next RM500,000.00	...	...	0.6

Where the capital exceeds RM850,000.00 the remuneration shall be negotiable. Where no capital is provided as in a joint-venture agreement to tender for a contract, the advocate's fees shall be based on the 16th Schedule.

There shall be a minimum scale charge of RM750.00.

11TH SCHEDULE

REAL PROPERTY GAINS TAX SUBMISSION

For each submission of the notification of acquisition or disposition inclusive of all attendances and interviews ... RM500.00

12TH SCHEDULE

FORECLOSURE ACTIONS UNDER LAND ORDINANCE

1. Drawing up letter of demand (if any) prior to issuance of Notice by Chargee in Case of Default	RM 50.00
2. Issuing Notice by Chargee in Case of Default ...	150.00
3. Service of Notice by Chargee in Case of Default or Notice by Collector that Chargee has applied for sale of Land whether by personal service, or by post or otherwise	100.00
4. Obtaining order for substituted service of Notice by Chargee in Case of Default or Notice by Collector including attending before the Assistant Collector of Land Revenue to obtain such Order	200.00
5. In the event the foreclosure action is stopped before the order for sale is obtained	400.00
6. Drawing up Application by Chargee for Sale of Land	300.00
7. Drawing up Notice by Collector that Chargee has applied for Order for Sale of land	100.00
8. Attending before Assistant Collector of Land Revenue on hearing of Application for Sale of Land	250.00
9. Drawing up Conditions of Sale	200.00
10. Drawing up or obtaining Order of Sale by Collector at Instance of Chargee	100.00
11. Drawing up all necessary documents or letter not herein otherwise provided, per document	50.00
12. Drawing up Notice for Cancellation of Sale and attending ACLR to obtain Order	100.00
13. And where a Sale takes place, whether by public auction or private treaty, the following fees shall be payable in addition to the above fees —	
Where the sale realised:	%
Up to RM10,000.00	1.65
For the next RM190,000.00	4
For the next RM300,000.00	3
For the next RM500,000.00	2
For the next RM1,000,000.00	1

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12TH SCHEDULE - (cont.)

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|-----|---|--------|
| 14. | In the event the charge is redeemed by the Chargor, the charges shall be one-third of the scale above (Rule 13 herein) based on the redemption sum. | RM |
| 15. | In the event that the auction is postponed for whatever reason or cause | 400.00 |

RULES

1. The above fees shall be payable by the Chargee.
2. The scale charges are inclusive of all necessary attendances.

13TH SCHEDULE

DEBT COLLECTION (NON-CONTENTIOUS)

Where the amount recovered:	%
Up to RM50,000.00	10
For the next RM100,000.00	8
For the next RM400,000.00	5
For the next RM500,000.00	3
For the next RM1,000,000.00 and above	2

RULES

1. The fees shall only be charged for the amount of the debt actually recovered and for this purpose the debt is recovered whether the payment by the debtor is through the advocate having the conduct of the matters or direct to the client of the advocate or settled by instalments.
2. Where the debt has not been recovered the advocate shall have the discretion to charge whatever fee not in excess of the scale of fee above provided.
3. Where the debt is paid up upon receipt of letter of demand from the Creditor's advocate, the fee shall be 1% on the amount recovered.
4. There shall be a minimum fee of RM500.00.

14TH SCHEDULE

EXECUTION PROCEEDINGS

Payment recovered consequent on execution proceedings shall be in accordance with the scales under the 13th Schedule above plus the fees chargeable for execution proceedings as set out below—

1. *Judgment Debtor Summons**Fees*

Judgment Debtor Summons proceedings under provisions of Rules of Court, irrespective whether proceedings result in—

RM500.00 in addition to every attendance where summons stands adjourned due to non-service at RM50.00 per attendance

14TH SCHEDULE - (*cont.*)

(a) Consent Order to pay;	
(b) Order made by Court on examining debtor, or	
(c) No order made after examining debtor.	RM
In the event of issue of Warrant of Arrest, further fees of —	350.00
2. Judgment Notice	
Judgment Notice involving application for Committal ...	350.00
proceedings, service of documents and court attendance	
(For each adjournment and attendance) ...	50.00
3. Garnishment Proceedings	
(i) 2 attendances in Court/service of Order on garnishee	750.00
(ii) In addition to every attendance where summons	
stands adjourned due to non-service (per attend-	
ance) ...	50.00
4. Writ of Seizure	
(i) Execution of Writ of Seizure resulting in payment	1,000.00
(ii) Seizure and proceeding to sale by Public Auction	2,500.00
5. Attachment proceedings of Property-Prohibitory Orders	
(i) Obtaining or renewal of Prohibitory Order ...	500.00
(ii) Applying for sale of property seized, Summons	
for Directions, Public Auction and preparation	
of Conditions of Sale and to confirm the sale ...	2,500.00
6. Bankruptcy Proceedings	
(i) Issue of Bankruptcy Notice and service thereof: OR	500.00
(ii) Issue of Bankruptcy Notice and substituted service	
thereof, through to extend Notice and service ...	750.00
(iii) Issue of Bankruptcy Notice and service thereof,	
presentation of Bankruptcy Petition and service	
thereof and attending same to obtain Receiving	
and Adjudication Orders: OR ...	1,500.00
(iv) Issuing or Bankruptcy Petition, substituted service	
thereto and attending hearing of Petition to obtain-	
ing Receiving and Adjudication Order ...	1,750.00
7. Companies Winding-up Petition	
(i) Preparation of Petition, attending <i>gazette</i> publi-	
cation advertisement in the press, appointment of	
Provisional Receiver/Liquidator, service of Petition	
and appearing upon Petition in Court ...	5,000.00
(ii) Where Petition moved by another creditor, filing	
form in support and attending hearing in court to	
lend support to Petition ...	350.00
8. Where the execution proceedings are contentious, the fees	
chargeable shall be in accordance with the 16th Schedule below.	

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15TH SCHEDULE

INCORPORATION OF COMPANIES

Authorised Capitals					%
Up to RM100,000.00	1.5
For the next RM400,000.00	...	...	...	...	0.3
For the next RM500,000.00	...	...	...	...	0.1

RULES

1. The above fee is for drawing up the Memorandum and Articles of Association and the preparation of all forms up to the issue of the Certificate of Incorporation.
2. All other costs are to be charged for separately and at a reasonable fee.
3. There shall be a minimum in scale charge of RM1,500.00.

16TH SCHEDULE

Non-contentious works for which no provision is made by means of a scale or fixed sum and contentious work shall be such sum as is fair and reasonable having regard to all the circumstances of the case, and in particular the following circumstances—

RULES

- (a) the importance of the matter to the client;
- (b) the skill, labour, specialised knowledge and responsibility involved on the part of the advocate;
- (c) the complexity of the matter or the difficulty or novelty of the question raised or both;
- (d) where money or property is involved, the amount or value thereof;
- (e) the time expended by the advocate;
- (f) the number, and importance of the documents prepared or perused without regard to length; and
- (g) the place where the circumstances under which the services or business or any part thereof are rendered or transacted.

Diperbuat pada 7hb Januari 1999.

DATUK CHONG SIEW FAI,
Hakim Besar Mahkamah Tinggi Sabah dan Sarawak.

Saya bersetuju dengan pembuatan kaedah-kaedah di atas.

Bertarikh pada 7hb Januari 1999.

DATUK STEPHEN FOO KIAT SHIN, J.P.,
Peguam Besar Negeri, Sabah.

[No. JPBN(S).1928/2 Vol. II/(96)]

ADVOCATES ORDINANCE

(Cap. 2)

ADVOCATES' REMUNERATION (SPECIAL PROVISIONS) RULES 1999

In exercise of the powers conferred upon him by sub-section (c) of section 17 of the Advocates Ordinance of Sabah, the Chief Judge, with the concurrence of the State Attorney-General, has made the following rules: Cap. 2.

1. (1) These Rules may be cited as the Advocates' Remuneration (Special Provisions) Rules 1999 and shall be deemed to have come into operation on the 12th day of December 1998 until the 12th day January 1999: Citation, commencement and application.

Provided that the Chief Judge with the concurrence of the State Attorney-General may, by notification in the *Gazette*, extend from time to time the duration of these rules for such period as may be specified in such notification.

(2) These Rules shall apply to all advocates involved in carrying out conveyancing work pertaining to the Home Ownership Campaign launched by the Prime Minister on the 12th day of December 1998 and shall not apply to all other conveyancing work where the Advocates' Remuneration Rules 1988 shall be applicable. G.N. No. S17 of 1988.

2. The 1st and 2nd Schedules of the Advocates' Remuneration Rules 1988 shall not apply in respect of all property and loan transactions listed and falling within the Home Ownership Campaign (hereinafter called "the Home Ownership Campaign Transactions"). Non-application of 1st and 2nd Schedules. G.N. No. S17 of 1988.

Remuneration for Home Ownership Campaign Transactions.

3. The remuneration of an advocate in respect of the Home Ownership Campaign Transactions shall be in accordance with the Schedule hereto.

Continued application of G.N. No. S17 of 1988.

4. Save and except the express provisions herein stipulated in these Rules, all the provisions of the Advocates' Remuneration Rules 1988 and the Schedules thereto shall continue to apply and remain enforceable.

SCHEDULE

(i) In respect of the property and loan transactions of low cost properties up to the value of Ringgit Malaysia Thirty Thousand (RM30,000.00) only, separate legal fees shall be chargeable for each property or loan transaction and shall be fixed at a flat rate of Ringgit Malaysia One Hundred and Twenty (RM120.00) only per transaction;

(ii) In respect of the property and loan transactions exceeding the value of Ringgit Malaysia Thirty Thousand (RM30,000.00) only up to a value of Ringgit Malaysia Two Hundred and Fifty Thousand (RM250,000.00) only where the scale fees for each transaction equal or exceed Ringgit Malaysia Five Hundred (RM500.00) only, separate legal fees shall be chargeable for each property or loan transaction and the legal fees shall each be capped at a flat rate of Ringgit Malaysia Five Hundred (RM500.00) only per transaction;

(iii) In respect of the property and loan transactions exceeding the value of Ringgit Malaysia Two Hundred and Fifty Thousand (RM250,000.00) only up to a value of Ringgit Malaysia Five Hundred Thousand (RM500,000.00) only, separate legal fees shall be chargeable for each property or loan transaction and shall be fixed at a flat rate of Ringgit Malaysia One Thousand (RM1,000.00) only per transaction;

(iv) In respect of the property and loan transactions exceeding the value of Ringgit Malaysia Five Hundred Thousand (RM500,000.00) only up to a value of Ringgit Malaysia One Million (RM1,000,000.00) only, separate legal fees shall be chargeable for each property or loan transaction and shall be fixed at a flat rate of Ringgit Malaysia One Thousand Five Hundred (RM1,500.00) only per transactions; and

(v) In respect of the property and loan transactions exceeding the value of Ringgit Malaysia One Million (RM1,000,000.00) only, separate legal fees shall be chargeable for each property or loan transactions and shall be fixed at a flat rate of Ringgit Malaysia Two Thousand (RM2,000.00) only per transaction.

Made this 7th day of January, 1999.

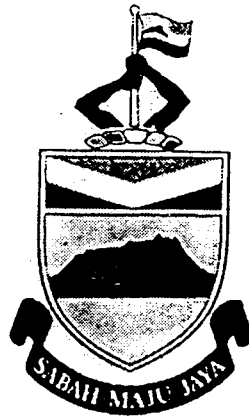
DATUK CHONG SIEW FAI,
Chief Judge of the High Court in Sabah and Sarawak.

I concur with the making of the above rules.

Dated this 7th day January, 1999.

DATUK STEPHEN FOO KIAT SHIN, J.P.,
State Attorney-General, Sabah.

DICETAK OLEH PENCETAK KERAJAAN,
RAHMAN GHANI, A.D.K., JABATAN CETAK KERAJAAN,
SABAH, MALAYSIA.
1999



SABAH, MALAYSIA

Warta Kerajaan

Tambahan Kedua

Diterbitkan dengan kuasa

JIL. LV]

KOTA KINABALU, KHAMIS, 6 JANUARI 2000

[No. S 1

No. S 1

[No. JPBN. 2806 Vol. VI/(15)

ADVOCATES ORDINANCE

(Cap. 2)

ADVOCATES' REMUNERATION

(FURTHER SPECIAL PROVISIONS) RULES 1999

In exercise of the powers conferred upon him by subsection (c) of section 17 of the Advocates Ordinance of Sabah, the Chief Judge, with the concurrence of the State Attorney-General, has made the following rules: Cap. 2.

1. (1) These Rules may be cited as the Advocates' Remuneration (Further Special Provisions) Rules 1999 and shall be deemed to have come into operation on the 29th day of October 1999 until the 7th day of December 1999: Citation, commencement and application.

Provided that the Chief Judge with the concurrence of the State Attorney-General may, by notification in the *Gazette*, extend from time to time the duration of these Rules for such period as may be specified in such notification.

(2) These Rules shall apply to all advocates involved in carrying out conveyancing work pertaining to the Home Ownership Campaign II launched by the Prime Minister on the 30th day of October 1999 and shall not apply to all other conveyancing work where the Advocates' Remuneration Rules 1988 shall be applicable.

2. The 1st and 2nd Schedules of the Advocates' Remuneration Rules 1988 shall not apply in respect of all property and loan transactions listed and falling within the Home Ownership Campaign II (hereinafter called "the Home Ownership Campaign Transactions"). Non-application of 1st and 2nd Schedules. G.N. No. S. 17 of 1988.

Remuneration for Home Ownership Campaign Transactions.

Continued application of G.N. No. S. 17 of 1988.

3. The remuneration of an advocate in respect of the Home Ownership Campaign Transactions shall be in accordance with the Schedule hereto.

4. Save and except the express provisions herein stipulated in these Rules, all the provisions of the Advocates' Remuneration Rules 1988 and the Schedules thereto shall continue to apply and remain enforceable.

SCHEDULE

- (i) In respect of the property and loan transactions of low cost properties up to the value of Ringgit Malaysia Thirty Thousand (RM30,000.00) only, separate legal fees shall be chargeable for each property or loan transaction and shall be fixed at a flat rate of Ringgit Malaysia One Hundred and Twenty (RM120.00) only per transaction;
- (ii) In respect of the property and loan transactions exceeding the value of Ringgit Malaysia Thirty Thousand (RM30,000.00) only up to a value of Ringgit Malaysia One Hundred Thousand (RM100,000.00) only where the scale fees for each transaction equal or exceed Ringgit Malaysia Five Hundred (RM500.00) only, separate legal fees shall be chargeable for each property or loan transaction and the legal fees shall each be capped at a flat rate of Ringgit Malaysia Five Hundred (RM500.00) only per transaction;
- (iii) In respect of the property and loan transactions exceeding the value of Ringgit Malaysia One Hundred Thousand (RM100,000.00) only up to a value of Ringgit Malaysia Two Hundred Thousand (RM200,000.00) only, separate legal fees shall be chargeable for each property or loan transaction and shall be fixed at a flat rate of Ringgit Malaysia Eight Hundred (RM800.00) only per transaction;
- (iv) In respect of the property and loan transactions exceeding the value of Ringgit Malaysia Two Hundred Thousand (RM200,000.00) only up to a value of Ringgit Malaysia Three Hundred Thousand (RM300,000.00) only, separate legal fees shall be chargeable for each property or loan transaction and shall be fixed at a flat rate of Ringgit Malaysia One Thousand Two Hundred (RM1,200.00) only per transaction;
- (v) In respect of the property and loan transactions exceeding the value of Ringgit Malaysia Three Hundred Thousand (RM300,000.00) only up to a value of Ringgit Malaysia Five Hundred Thousand (RM500,000.00) only, separate legal fees shall be chargeable for each property or loan transaction and shall be fixed at a flat rate of Ringgit Malaysia One Thousand Six Hundred (RM1,600.00) only per transaction;
- (vi) In respect of the property and loan transactions exceeding the value of Ringgit Malaysia Five Hundred Thousand (RM500,000.00)

only up to a value of Ringgit Malaysia Seven Hundred and Fifty Thousand (RM750,000.00) only, separate legal fees shall be chargeable for each property or loan transaction and shall be fixed at a flat rate of Ringgit Malaysia Two Thousand Three Hundred (RM2,300.00) only per transaction;

- (vii) In respect of the property and loan transactions exceeding the value of Ringgit Malaysia Seven Hundred and Fifty Thousand (RM750,000.00) only up to a value of Ringgit Malaysia One Million (RM1,000,000.00) only, separate legal fees shall be chargeable for each property or loan transaction and shall be fixed at a flat rate of Ringgit Malaysia Three Thousand (RM3,000.00) only per transaction; and
- (viii) In respect of the property and loan transactions exceeding the value of Ringgit Malaysia One Million (RM1,000,000.00) only, separate legal fees shall be chargeable for each property or loan transaction and shall be fixed at a flat rate of Ringgit Malaysia Four Thousand (RM4,000.00) only per transaction.

Made this 1st day of November, 1999.

TAN SRI DATUK AMAR CHONG SIEW FAI,
Chief Judge of the High Court in Sabah and Sarawak.

I concur with the making of the above rules.

Dated this 6th day of December, 1999.

HALIMA HJ. NAWAB KHAN,
Acting State Attorney-General Sabah.