

INTERPROVINCIAL APPORTIONMENT GUIDELINES:

CONVENTIONAL DEEDS

CPI REFERENCE: JANUARY 2016

Following the guideline changes, the LSSA Council has recommended that the guidelines set out below should, unless otherwise agreed, apply in respect of all conveyancing work performed in one Province on instructions received from a practitioner in another Province and for which such instructions were received by the instructing practitioner on or after the date when these Guidelines come into effect. This apportionment serves as a guideline only and conveyancers are free to negotiate the apportionment as they see fit.

DEFINITIONS

For the purpose of this tariff:

"Preliminary work", where referred to in this guideline shall mean and include: The taking and giving of instructions; preparation and attending signature of all powers of attorney; declarations, affidavits, resolutions and other necessary preliminary and ancillary documents, such as extracts from a company's memorandum and articles of association; payment of transfer duty and of all rates levied by any lawful authority; obtaining or making all clearance or other certificates; the obtaining of endorsements or copies of documents from the office of the Master or other public office (except where otherwise provided); the making of all financial arrangements, including the provision and perusal of guarantees and attending on payment in terms thereof; all relevant correspondence; or such of the above work as may be necessary.

"Preliminary work" shall, however, not include any attendances in connection with the drawing and execution of general powers of attorney; deeds of sale, deeds of exchange; preliminary partition agreements; with regard to any lease, servitude, prospecting contract or donation and documents of a similar nature; and documents for which a special fee is provided in this guideline.

"Final work" shall mean and include: The drawing and preparation of any documents for execution or registration at a deeds registry; obtaining registration thereof; arranging simultaneous lodgments with another conveyancer or conveyancers where necessary; giving all references required by the deeds office for examination purposes and all attendances at the deeds office; and correspondence in connection with registration. "Final work" shall not include any separate act of registration of any other document which may be necessary before or in connection with the first mentioned act of registration or for which special provisions is made in the guideline.

"Lodgment": Wherever in this guideline a specific or proportionate fee is provided for lodgment it shall mean the fee payable by the instructing practitioner to the instructed practitioner for all attendances in connection with the lodgment of any document, including arranging simultaneous lodgments, giving necessary references, and all other attendances and correspondence in connection with such lodgment and registration and shall be payable out of the total fee.

NOTES

1. All references hereunder to sections and/or items shall relate to the guideline recommended by the various Provincial Law Societies.
2. Where a deed of transfer, a partition transfer or a mortgage bond is drawn, complete in every detail, and prepared by one conveyancer and is merely lodged and executed by another conveyancer, the instructing conveyancer shall be entitled to 85% and the instructed conveyancer to 15% of the total fee, provided that -
 - 2.1 If such deeds are rejected by the deeds office by reason of a note or notes raised against such deeds which is/are incapable of being remedied on preparation/rectification and such deeds will have to be relogged, or where the instructing conveyancer expressly requested the instructed conveyancer to check such deeds and documents, and the deeds and/or supporting documents are patently incorrect or incomplete and would have been rejected, the instructed conveyancer shall immediately communicate with the instructing conveyancer and by arrangement, either
 - 2.1.1 return the deeds to the instructing conveyancer to be redrawn and reprepared, in which event, the instructed conveyancer shall be entitled to 20% of the fee, or
 - 2.1.2 the instructed conveyancer shall redraw and reprepare the deed in which event the instructed conveyancer shall be entitled to 25% of the total fee if the rejection was a result of a simple error and 33,3% of the total fee if the rejection was as a result of errors other than a simple error.
 - 2.2 If the conveyancer expressly requested the instructed conveyancer to check such deeds and supporting documents, the instructed conveyancer shall be entitled in any event to 20% of the total fee and if such deeds and documents would have

been rejected, the instructed conveyancer shall immediately communicate with the instructing conveyancer and by arrangement proceed as in 2.1.1 or 2.1.2.

2.3 If the instructed conveyancer attends to any matter on preparation/rectification as the case may be, which is covered under the item "apportionment of fees for preliminary work", he shall charge such fee.

3. Where the instructing practitioner merely takes instructions from his client and thereafter sends his whole "file" to the instructed conveyancer who then does all the work, the former shall, as a general rule, be entitled to 20% and the latter to 80% of the fee where the fee is divided on a percentage basis as set out hereunder.

4. Fees and percentages specified herein shall be nett and shall not be subject to any allowance.

5. **APPORTIONMENT OF FEES FOR PRELIMINARY WORK**

Where a practitioner who attends to the preliminary work in connection with any conveyancing matter requests another practitioner to do part of that preliminary work, the former shall from his share of the fees pay to the latter the amount set out hereunder:

I. (a) Obtaining all necessary endorsements from the Master for any number of certificates which are or can be applied for simultaneously

per estate R1200

(b) Furnishing a certificate in terms of Section 42(1) of the Administration of Estates Act, 1965, including investigations and attendances on Master's Office

per estate R1200

(c) Obtaining copies of all necessary documents which are or can be included in one application Hieta57

per estate R450

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|------|---|------|
| II. | Obtaining copies of documents required for lodgment in the deeds office which are or can be included in one application (inclusive of searches) | |
| | per application | R450 |
| III. | Obtaining a clearance or other similar certificate from a public or local authority or a body corporate | |
| | per certificate | R450 |
| IV. | Attending on payment of transfer duty or VAT and uplifting receipt or obtaining an exemption certificate | R450 |
| V. | Any other attendance per quarter hour or part thereof | |
| | | R200 |
| | Reporting per folio | R150 |
| VI. | Furnishing a conveyancer's certificate or drawing any document not provided for elsewhere in this guideline | |
| | | R200 |
| VII. | Perusing and certifying a guarantee for payment | |
| | | R300 |

The above fees shall be nett.

6. **APPORTIONMENT OF FEES FOR "FINAL WORK" AND "LODGMET"**

For attendances in order to have any conveyancing matter expedited, restored or put forward for execution, including completion of application forms and searches in connection therewith.

R600

The above fees shall be nett.

APPORTIONMENT

SECTION I

A. CONVEYANCE OF OWNERSHIP OF IMMOVABLE PROPERTY (OTHER THAN PARTITION TRANSFERS)

(a) **Conveyance by means of a deed of transfer:**

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| Preliminary work | 66.6% |
| Final work | 33.3% |
| Lodgment | 15% |

(b) **Conveyance in terms of the second proviso to Section 16 and in terms of Sections 31, 45 and 45 bis of the Act; bonds excluded:**

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| Lodgment | 15% with a minimum of | R300 |
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B. LEASEHOLD AND UPGRADING TRANSACTIONS (OTHER THAN BONDS)

1. **Certificate of Registered Grant of Leasehold.**

(Total fee –R1000)

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|------------------|-------|
| Preliminary work | 66.6% |
| Final work | 33.3% |

Where **Instructed Conveyancer** merely lodges such certificate:

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| Lodgment | R300 |
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2. **Certificate of Ownership**

(Total fee –R1600)

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|------------------|-------|
| Preliminary work | 66.6% |
| Final work | 33.3% |

Where **the instructed conveyancer merely lodges such certificate:**

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| Lodgment | R300 |
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3. Transfer of a Right of Leasehold

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| Preliminary work | 66.6% |
| Final work | 33.3% |

SECTION II: ENDORSEMENTS OF TITLE DEEDS OR BONDS IN TERMS OF SECTIONS 24 BIS (2) AND 25(3) OF THE ACT AND IN TERMS OF THE ADMINISTRATION OF ESTATES ACT 1965

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| Lodgment | R300 |
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SECTION III: PARTITION RECTIFICATION AND EXCHANGE TRANSFERS

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| Preliminary work | 40% |
| Final work | 60% |
| Lodgment | 15% |

SECTION IV: CERTIFICATES OF TITLE

| | | |
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| (a) | Preliminary work | 40% |
| | Final work | 60% |
| (b) | Lodgment | R300 |

[SECTION V: DEREGISTRATION OF MINERAL RIGHTS

[OMIT]

SECTION VI: MORTGAGE BONDS

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|------------------|-------|
| Preliminary work | 66.6% |
| Final work | 33.3% |
| Lodgment | 15% |

SECTION VII: NOTARIAL BONDS

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| Preliminary work | 60% |
| Final work | 40% |

When the deed is drawn and attested by the instructing notary:

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| Lodgment | R300 |
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SECTION VIII: MARRIAGE CONTRACTS

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| Preliminary work | 60% |
| Final work | 40% |

Where **Instructing Attorney** prepares and executes the contract:

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| Lodgment | R300 |
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SECTION IX: OTHER NOTARIAL DEEDS

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| Item 1 & 2: (a) | Preliminary work | 60% |
| | Final work | 40% |

(b) Where instructing notary prepares and executes the deed:

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| Lodgment | R300 |
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SECTION X: CANCELLATION OF BONDS, ETC

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| Item 1(a): | Lodgment | R300 |
| Item 1(b): | Lodgment | R150 |

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|-------------|------------------------|------|
| Item 1(c): | Instructed conveyancer | Nil |
| Item 2,3,4: | Lodgment | R300 |
| Item 5: | Instructed conveyancer | Nil |
| Item 6(a): | Instructed conveyancer | R450 |
| Item 6(b): | Instructed conveyancer | R240 |

Section XI: MISCELLANEOUS

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| Item 1: | Preliminary work | 33,3% |
| | Final work | 66,6% |
| Item 2: | Lodgment | R300 |
| Item 3: | Preliminary work | 33,3% |
| | Final work | 66,6% |
| Item 4, 5(1)(a) & (b), 5(2), 5(3), 5(4), 6, 8, 9: | | |
| | Instructing practitioner | 50% |
| | Instructed practitioner | 50% |
| Item 7: | Lodgment | R300 |
| Item 10(a), 10(b), 11(a), 11(c), 12(a), 12(b), 13: | | |
| | Instructing practitioner | 33,3% |
| | Instructed practitioner | 66,6% |
| Item 11(b): | Instructed practitioner | R600 |
| Item 11(d): | Instructed practitioner | R600 |
| Item 11(e): | Instructed practitioner | R300 |
| Item 14: | Instructing practitioner | 50% |
| | Instructed practitioner | 50% |