

General power of attorney: sale of property

This power of attorney is made [date]

by me, [full name - all] []

I appoint as my attorney:

[Name of attorney] of [Address]

and

[Name of second attorney, if any] []

[jointly or jointly and severally] to [].

1. This power of attorney shall become effective immediately and shall continue in [].

2. This power of attorney may be revoked by me at any time by .

3. The attorney shall have the full power and /
[]

OR

4. The attorney shall have the full power .

5. The attorney's powers shall include the power to:

5.1. Appoint professional advisers;

5.2. negotiate the price for a purchase or sale;

5.3. decide on the ,

5.4. Make any representation ;

5.5. [more ...]

6. I authorise the attorney on my behalf to indemnify any

7. The attorney shall be personally liable to me or to

8.

Signed by [donor of power name]

in the presence of:

[witness name] of [witness address]

Signed by the [first] attorney

in the presence of:

[witness name] of [witness address]

Signed by the [second] attorney

in the presence of:

[witness name] of [witness address]

Explanatory notes

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General notes

1. This document is not suitable for an elderly person or someone with mental problems. You need an enduring power of attorney :

<http://www.osc.govt.nz/enduring-powers-of-attorney/index.html>
2. A legal health warning: we are often asked whether our documents will “hold water” in law. We say: “Of course they will”. But remember the joke about three lawyers in a room giving five opinions on a legal point. Nothing can ever prevent someone from issuing proceedings against you. What is more, even if you have the best case in the World, a judge might disagree, or your solicitor might fail to get his act together. You might lose. It is some comfort that statistically, only about 5% of all cases issued, actually .
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.
.
3. Ordinary power of attorney is valid until it is cancelled, or you lose legal capacity (the ability to understand the nature and consequences of decisions and/or the ability to communicate these .
.
4. Appoint one or more attorneys. The most convenient number is two so that they can keep in touch with each other easily, yet there is .

If the attorneys are appointed as joint attorneys they must always act together. The advantage is that this makes fraud or improper acts by one attorney less likely. The disadvantage is that the whole power of attorney comes to an

If the attorneys are appointed as joint and several attorneys, they may either act together or individually, and the power of attorney will continue in force if anything happens to one of the attorneys. The signature or action

However, it is possible to have the best of both alternatives by appointing joint and several attorneys and

5. This document must be signed as a deed. We have provided for this. All that is required is for the words to be used and for the signatures to be witnessed. Note that there is never

6. If you are giving someone an ordinary power of attorney, all you need to do is fill out the appropriate forms and have them signed by the attorney, yourself and some witnesses.

- a lawyer, or
- a qualified legal executive, or
- an authorised officer or

7. It is not necessary as a matter of law for the Attorney to sign because he is not a party to the document. That is he makes no promise. However, it

8. There is no requirement for an

9. Many organisations are so bound up with systems that employees do not have the authority to accept the instructions of an attorney even though, in law, they must do so. We advise you, the

Some organisations, such as banks, are themselves subject to laws which

Paragraph Specific Notes

Notes referable to numbered paragraphs

- 1 A power ,
 , .
- 2 ,
 .
- 3 .
- 4 We list the detail because few people come across a power of attorney
 .
 .
 .
- 5 ,
 .
- 6and7 : - .

End of notes