

Protecting Your Affairs and Your Future

A PRACTICAL GUIDE TO POWERS OF ATTORNEY

Clear legal guidance on choosing,
using and understanding powers of attorney.

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Welcome

This guide is designed for persons in St. Vincent and the Grenadines who want a practical understanding of powers of attorney, how they are commonly used, and the local formalities that should never be treated casually.

A power of attorney can be one of the most useful legal tools a person ever signs. It can help a trusted person manage business, property, banking, court or administrative matters when the donor is overseas, unwell, busy, elderly, or simply needs help. At the same time, a poorly drafted or poorly executed power can create confusion, invite abuse, or become useless at the very moment it is needed most.

Important note

This guide is general information only. The correct drafting approach depends on the purpose of the power, the donor's personal circumstances, the type of property involved, and the exact registration or proof requirements that apply to the document. Where land, substantial money, family conflict, vulnerability, or questions of capacity are involved, tailored legal advice should be obtained before signing.

Inside this guide

- What a power of attorney is and what it does
- The types of powers most commonly used in practice
- How to choose the right attorney
- Key drafting choices before anyone signs
- Execution, proof and registration points in St. Vincent and the Grenadines
- Using a power of attorney for land and other formal transactions
- Risk management, abuse prevention and protection of vulnerable donors
- Revocation, review and when a power should end
- The difference between a power of attorney, a will and an executor
- A practical checklist, FAQs and next steps

The goal is simple: help persons put authority in the right hands, in the right form, for the right purpose.

What is a power of attorney?

A power of attorney is a written authority by which one person - the **donor** - authorises another person - the **attorney** or donee - to act on the donor's behalf. The document can be broad or narrow. Some are designed for one sale, one bank account, one deed, or one case. Others are drafted more generally to cover several categories of business.

In practical terms, a well-drafted power may allow the attorney to sign documents, deal with banks, attend registry offices, engage lawyers, collect rent, manage property, appear before agencies, or complete a stated transaction. But the attorney only has the authority that the document actually gives, and only for lawful acts.

What it can do

- Allow someone to complete a transaction when you are abroad or unavailable.
- Permit a trusted person to handle stated business or property matters on your behalf.
- Help with one urgent matter without transferring ownership of the underlying asset.
- Reduce delay where agencies, banks, tenants, buyers, sellers or lawyers need one recognised decision-maker.

What it cannot do

- It does not replace a will.
- It does not automatically transfer ownership of your land, money or business to the attorney.
- It does not authorise the attorney to act outside the wording of the document.
- It does not permit unlawful conduct. A power cannot make an illegal act lawful.
- It should not be used as a casual substitute for proper estate planning, probate, or court-supervised protection where deeper issues exist.

Why people use one

Common reasons include overseas travel, temporary illness, age-related practical difficulty, property transactions, litigation, rent collection, company administration, and the need for a trusted person to sign where the donor cannot be physically present.

Powers of attorney at a glance

The label on the document matters less than the authority it actually confers. In practice, the safest approach is usually to give only as much power as the job requires.

Type	Best use	Main advantage	Main caution
General power	Broad management of several affairs where the donor wants a trusted person to handle ongoing business, property or administrative matters.	Flexible and convenient where multiple agencies or transactions are involved.	Because it is broad, it should only be given to someone of proven trust and competence.
Specific or limited power	One sale, one purchase, one deed, one court matter, one bank task, or one defined class of acts.	Reduces risk because the authority is tied to a stated purpose.	If drafted too narrowly it may fail when an incidental step becomes necessary.
Property or transaction power	Land conveyances, leases, mortgages, registration steps, planning matters, rent collection or management of stated real estate.	Useful for overseas owners and time-sensitive property dealings.	Land matters demand careful drafting, execution and registration discipline.
Corporate or administrative power	Company representation, receipt of notices, filings, local administration, or delegation for institutional business.	Allows continuity where directors or principals are abroad.	Corporate rules, board resolutions and other statutory requirements may also be needed.

A note on foreign labels

Many online templates use labels such as durable, enduring, medical or springing power of attorney. Those labels often come from other jurisdictions. Do not assume that a foreign form will fit local SVG practice simply because the heading looks familiar. The safer course is to have the document drafted for the exact task it must perform here.

Choosing the right attorney

The most important decision is not the template. It is the person. A broad power given to the wrong person can do far more damage than a narrow power drafted imperfectly. Choose someone who is trustworthy, calm under pressure, able to keep records, and capable of following instructions rather than improvising with your assets.

Qualities worth insisting on

- Honesty and a clear history of respecting boundaries.
- Practical competence: able to read documents, keep receipts and meet deadlines.
- Availability: willing and able to attend banks, registry offices, lawyers and agencies when needed.
- Emotional stability: someone unlikely to use the power to settle family scores.
- Financial discipline: someone who understands that your money is not their money.
- Communication skills: someone who will keep you informed and ask before taking major steps.

Questions to settle in advance

- Should you appoint one attorney, or two who must act together?
- Should there be a replacement attorney if the first person moves away, becomes ill, or refuses to act?
- Will the attorney be allowed to hire lawyers, valuers, surveyors or accountants?
- Will the attorney be reimbursed for reasonable expenses, and if so, how should those be recorded?
- Should the attorney give periodic updates or copies of receipts to a named family member or adviser?

Red flags

Pressure to sign quickly, secrecy about the document, unexplained requests for broad powers, insistence on using a blank form, attempts to isolate an elderly donor, and situations where the proposed attorney also stands to gain a personal benefit from immediate transfers or gifts.

Key drafting decisions before anyone signs

A good power of attorney is specific enough to control risk, but practical enough to get the work done. Before the document is prepared, the donor should decide exactly what authority is needed, when it starts, when it ends, and what limits should apply.

- Identify the exact purpose of the document.
- State whether the power is broad or limited.
- List the land, bank account, company, court matter, or transaction it covers where precision is needed.
- Decide whether the attorney can sign deeds, collect money, instruct lawyers, settle claims, pay bills, or operate an account.
- State whether the attorney can delegate any part of the work to someone else.
- Fix a sensible start date and, where appropriate, an end date.
- Require records, receipts or written updates if the matter involves money or property.
- Consider whether certified copies may be used and who should keep the original.

Where land is involved, precision matters even more. A vague description of property, a missing lot number, or a document that does not clearly authorise deed-signing can create avoidable difficulty later.

Golden rule

Do not give a broad power simply because it is faster to draft. Match the scope of authority to the real-life task. The narrower the document can safely be, the easier it is to control misuse.

Execution and registration in St. Vincent and the Grenadines

Local formalities matter. A power of attorney is not just a private note between family members. If it must be relied on in relation to deeds, land, litigation, registry business or proof in court, execution and registration defects can be fatal.

- The instrument creating the power should be signed by the donor, or by direction and in the donor's presence.
- Where the instrument is signed and sealed by another person by direction and in the donor's presence, two other persons should be present as witnesses and should attest the instrument.
- Documents law in SVG requires powers of attorney empowering one person to represent and act for another person in Saint Vincent and the Grenadines to be registered.
- Documents that must be registered should also be properly executed, attested and proved in the manner required by the registration legislation.
- A document that should have been registered but was not registered may exist as a matter of fact, but can be barred from being admitted in evidence as proof of its contents.

Practical takeaway

Do not leave signing, witnessing, proof and registration to chance. For important powers - especially those touching land, deeds or contested rights - proper execution and prompt registration are not technical luxuries. They are part of the document's usefulness.

Selected authority: Richardson v Williams (High Court, SVGHCV2009/044), discussing section 2 and section 8 of the Powers of Attorney Act and the registration/proof requirements under the Registration of Documents Act.

If the power is signed overseas or used for land matters

Cross-border execution creates an extra layer of risk. A donor may sign abroad, but the proof of execution still has to satisfy the local rules if the document is later used in SVG. In the High Court, a power executed outside SVG was treated as properly executed where it was acknowledged before a notary, but it still failed because the proof requirements for registration were not met.

- If the donor signs outside SVG, have the document executed before a suitable official such as a notary public or other recognised officer, and make sure the proof requirements are addressed, not merely the signature.
- If the attorney is expected to sign deeds or deal with land, the wording should say so clearly.
- Registration order matters. In real estate matters, registration gives notice and priority can turn on the time of registration.
- A revocation should not remain in a drawer. If the original power was registered or used in registrable dealings, the revocation should be prepared and dealt with just as carefully.

Land transaction checklist

Before the attorney signs any conveyance, mortgage, lease or deed, confirm the exact property description, confirm that the power authorises deed execution, verify whether stamp duty or valuation issues arise, and ensure the original or a properly acceptable copy of the power is available for the transaction and for registration.

Selected authority: Nelson v Duncan, where the court discussed registration, notice and the effect of a revocation of power of attorney in relation to land dealings.

When a power should - and should not - be used

A power of attorney works best where the donor understands what is being signed and simply wants another person to act on the donor's behalf. It is far less suitable where there is active family conflict, serious vulnerability, or an attempt to use a power as a shortcut around deeper legal problems.

Usually appropriate

- You are overseas and need a trusted person to complete a defined transaction.
- You own land or a business but need help with practical administration.
- You need someone to sign or appear for a clearly stated purpose.
- You want a temporary arrangement while you recover from illness or manage travel obligations.

Use with caution or get tailored advice first

- The donor does not appear to understand the document.
- The proposed attorney is also the person pushing for gifts, transfers or control of property.
- There is already a family dispute over ownership.
- The document is being used as a substitute for a will or for proper succession planning.
- The donor is frail, illiterate, isolated or dependent on the proposed attorney for day-to-day survival.

A power of attorney is not

It is not a will, not a deed of gift, not an automatic transfer of ownership, not proof that the attorney may do anything they like, and not a safe answer to every future incapacity question. It is one legal tool among several, and it works best when used for the correct purpose.

Protecting elderly, illiterate and vulnerable donors

Courts look closely at transactions involving age, illiteracy, dependency and influence. Even where a donor actually signs a document, the wider circumstances may matter greatly. The safer the process, the stronger the document and the lower the chance of later challenge.

- Meet the donor privately before the signing and confirm that the decision is voluntary.
- Read the document aloud where necessary and explain its effect in simple language.
- Do not allow the proposed attorney alone to provide all instructions where the donor is vulnerable.
- Use proper attestation procedures and, where relevant, official protective formalities.
- Keep attendance notes showing what was explained, what questions were asked and how the donor responded.
- Avoid broad powers where a narrower power would do.

Why this matters

In *Joanne Urcella Hoyte v Fred Toppin*, the court invalidated a deed after finding that an illiterate donor had not been properly protected and the document had not been adequately explained. The lesson is wider than that single deed: where vulnerability exists, process is protection.

Selected authority: *Joanne Urcella Hoyte v Fred Toppin* (High Court), applying the Illiterates Protection Act and stressing explanation and protection of a vulnerable signer.

Revocation, expiry and regular review

A power of attorney should not live forever by accident. The donor should know how it ends, how it is revoked, and who must be told when the authority is no longer to be used.

- A one-off power should normally have a clear end point once the transaction is completed.
- A broader power should be reviewed whenever there is a major life change.
- If the original power was registered or relied on for registrable dealings, the revocation should be documented and handled with the same level of formality.
- Banks, tenants, lawyers, agencies, family members and counterparties who relied on the power should be notified when it is revoked.
- Old originals and certified copies should be collected or clearly marked as revoked where possible.

Review the document if any of these happen

- You return permanently from overseas.
- You no longer trust the attorney.
- The attorney moves away, becomes ill or dies.
- The underlying property is sold.
- A family dispute starts.
- You want to replace a broad power with a narrower and safer one.

For estate planning purposes, remember the distinction between lifetime authority and death planning. A power of attorney operates during life. After death, the administration of the estate falls to the executor or administrator, not to the attorney under a lifetime power.

Power of attorney, will, executor and next of kin

These concepts are often confused. They are not interchangeable.

Document or role	When it operates	What it does	What it does not do
Power of attorney	During the donor's lifetime, according to its terms.	Lets an attorney act on the donor's behalf for stated lawful matters.	It does not distribute the estate after death and does not replace a will.
Will	Takes effect on death, once the estate is administered in law.	States who should receive the estate and who should act as executor.	It does not give lifetime signing authority while the testator is alive.
Executor	After death, once the will is proved and administration proceeds.	Collects assets, pays debts and distributes the estate under the will.	An executor does not automatically act under a lifetime power of attorney.
Next of kin	A family relationship, not a free-standing authority.	May be consulted in practical situations and may have standing in some contexts.	It does not, by itself, create authority to sign, sell, litigate or deal with property.

Why clients get confused

Many persons assume that a spouse, child or sibling can automatically sign because they are 'next of kin'. That is often wrong. Authority should be created in a recognised legal form rather than assumed from family closeness alone.

Checklist before signing

Use this page as a pre-signing sense check.

- I know exactly why I need the power of attorney.
- I have chosen the attorney because of trust and competence, not pressure or convenience alone.
- I have decided whether the power should be general or limited.
- The document clearly identifies the land, account, company, case or transaction it covers.
- The document states whether the attorney may sign deeds, collect money, or instruct professionals.
- I have considered an end date or a clear completion point.
- I understand how the power can be revoked.
- I have planned for proper witnessing, proof and registration where required.
- I know who will hold the original and who will receive certified copies.
- I am satisfied that the document reflects my intention and was explained to me in language I understand.

Best practice

Bring identification, title information, lot details, account references, company resolutions or other supporting paperwork to the drafting appointment. The better the instructions, the safer and more useful the final document.

Frequently asked questions

Can I appoint one of my children or a friend?

Yes, provided you trust that person and the document is drafted to suit the task. The real question is not family label, but trustworthiness, competence and conflict risk.

Can the attorney sell my land?

Only if the wording of the power is sufficient for that purpose and the execution and registration formalities are properly handled. Land matters should never be left vague.

Can I revoke the power later?

Usually yes. But the revocation should be done properly and those who relied on the power should be notified. If the original power was registered or used in land dealings, the revocation should be treated with matching seriousness.

Does my next of kin automatically have this power?

No. Family closeness does not automatically create legal authority to sign or transact.

Should I download a free template online?

For routine, low-risk tasks some templates may appear convenient, but for land, money, litigation, company matters or vulnerable donors, a generic form can cause more trouble than it saves.

Should my power of attorney be broad?

Only if broad authority is truly necessary. A limited power is often safer and easier to supervise.

Next steps

A well-planned power of attorney is not just a document. It is a risk-management tool. Used properly, it can save delay, prevent confusion and make it easier for the right person to act when timing matters.

How Odle Law Chambers can assist

- Initial consultation to identify the exact purpose of the power and the safest scope of authority.
- Preparation or review of general and limited powers of attorney.
- Guidance where land, deeds, company business, family sensitivity or overseas execution issues arise.
- Advice on revocation, replacement and periodic review of existing powers.
- Integrated planning alongside wills, probate preparation and estate administration concerns.

Contact

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Source notes and disclaimer

This guide draws especially on public court materials concerning the execution, registration and use of powers of attorney in St. Vincent and the Grenadines, including *Richardson v Williams* (High Court, SVGHCV2009/044), *Nelson v Duncan*, and *Joanne Urcella Hoyte v Fred Toppin*, together with public Ministry and Registry material where relevant. It is intended as educational guidance only. Current court practice, registry requirements, stamping questions, and transaction-specific formalities should always be confirmed at the time of use.

Illustrative examples of power of attorney contents

The examples below are not full forms. They are sample content extracts showing the kinds of clauses that often appear in different powers of attorney. They should be tailored to the donor, the property, the intended transaction and the formal requirements that apply in practice.

Important drafting note

These examples are illustrative only. A power of attorney should not be copied blindly. Names, dates, property descriptions, limits on authority, proof of execution and registration requirements must be checked carefully before signing or using the document.

Example A: General power of attorney for broad personal and business affairs

Appointment clause: “I, *[full name of donor]*, of *[address]*, appoint *[full name of attorney]* of *[address]* to be my true and lawful attorney to act for me and in my name in relation to the matters set out below.”

General authority clause: “My attorney may manage my bank and credit union transactions, collect money due to me, pay ordinary expenses, communicate with public offices, sign routine documents, instruct professionals and do all lawful acts reasonably necessary for the administration of my affairs.”

Records and accountability clause: “My attorney shall keep proper records of significant transactions carried out under this power and shall, on reasonable request, provide an account to me or to a person I identify in writing.”

Restriction clause: “This power does not authorise gifts to the attorney, transfers to the attorney for the attorney’s own benefit, or dealings outside the lawful interests of the donor unless expressly stated.”

Example B: Limited power of attorney for one land sale or purchase

Purpose clause: “This power is limited to the sale, transfer and completion of the property known as *[full property description]* and to no other transaction.”

Land transaction clause: “My attorney may sign the agreement for sale, transfer, deed, statutory forms, declarations, receipts and ancillary closing documents required to complete the said transaction.”

Money clause: “The attorney may receive the deposit or purchase money only in the manner specifically directed by the donor and shall account for all sums received.”

Expiry clause: “This authority ends on completion of the said transaction, on written revocation by the donor, or on *[date]*, whichever first occurs.”

More sample content structures

Some powers are best drafted narrowly rather than broadly. Where the donor is overseas, elderly, busy or only needs help with one matter, the wording should usually define the task, the document set, the period of authority and any reporting obligations with precision.

Example C: Banking and bill-payment power for a donor who is overseas or unavailable

Banking clause: “My attorney may attend at *[name of bank or credit union]*, obtain statements, lodge and withdraw funds, sign payment instructions, collect bank cards or replacement instruments, and communicate with officers of the institution concerning my accounts.”

Pension and income clause: “My attorney may collect pension, salary, rent or other income due to me and issue valid receipts for the same.”

Bill payment clause: “My attorney may pay utilities, insurance, taxes, rates, school fees and other ordinary liabilities from my funds where necessary for my benefit.”

Protective clause: “My attorney shall not close accounts, borrow money in my name or create security over my property unless this power expressly permits it.”

Example D: Document collection and registry dealings power

Collection clause: “My attorney may attend at the Registry, Inland Revenue Department, Lands and Surveys Office, Companies Office, court office, utility providers or other public bodies to file, collect or receive documents on my behalf.”

Signature clause: “My attorney may sign applications, acknowledgements, declarations and other related forms strictly for the purpose of obtaining or filing the documents identified in this power.”

No wider authority clause: “This power does not authorise my attorney to sell my land, transfer shares, compromise litigation or operate my general finances unless those powers are separately and expressly conferred.”

Practical attachment: In many cases this type of power works best when it schedules the exact documents to be collected or filed and names the particular office involved.

Best practice when using examples

A strong power of attorney usually answers six questions clearly: Who is being appointed, for what purpose, over which property or transaction, for how long, with what safeguards, and with what proof or registration formalities before third parties will act on it.