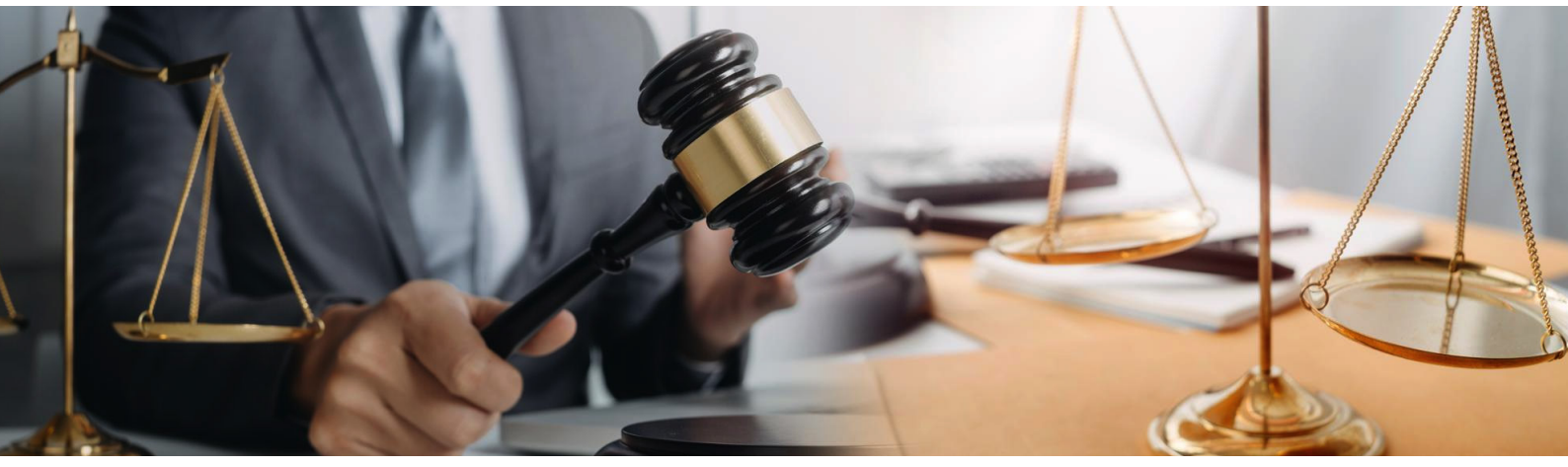
Circular No 396/2026
Dated 3 Nov 2026

CPD Code: T3/19112026/BC/BC261352/1.5
CPD Points: 1.5

CPD MALAYSIAN BAR REFINING SKILLS



CPD Live

The Legal Position of an "Irrevocable Power of Attorney — Power Coupled with Interest", with Reference to Sections 6 and 7 of the Powers of Attorney Act 1949

Date: 19 Nov 2026 (Thursday)
Time: 3:00 pm to 4:30 pm
Platform: Online via zoom

Registration Fees:
Member of the Malaysian Bar | **RM30**
Pupil in Chambers and Law Student | **RM15**
Non-Member | **RM90**

This is an online event
*Registration will close on **18 Nov 2026 (Wednesday)**, at **12:00 pm***

Register Here

Overview

This session aims to clarify the legal position of the Power of Attorney ("POA") in general and to place the provisions in sections 6 and 7 of the Powers of Attorney Act 1949 as the exceptions to the general rule. The general rule of the POA is contained in the Contracts Act 1950.

The gist of sections 6 and 7 of the Powers of Attorney Act 1949 is that the "valuable consideration" stated in the two sections is not the same as "consideration" in the law of contract. Essentially, "valuable consideration" refers to consideration that gives an interest in the subject-matter of the POA. Hence, both sections are referred to as "power coupled with interest".

Due to the vague concept of "valuable consideration", the United Kingdom ("UK") has amended their Powers of Attorney Act 1971 to clarify the instances where the POA cannot be revoked.

However, irrevocability does not mean that the POA cannot be revoked at all. The irrevocability is determined at the time of the exercise of the POA by the donee, hence the wording "in favour of the purchaser".

Sections 6 and 7 of the Powers of Attorney Act 1949 are essentially derived from the UK's Conveyancing Act 1882 and the Law of Property Act 1925. In Malaysia, the provisions were adopted into the Powers of Attorney Enactment 1912, which was later replaced by the Powers of Attorney Act 1949, with the provisions retained as sections 6 and 7.

Speaker



Wan Mansor b Wan Mohamed
Partner, Lua & Mansor

Wan Mansor b Wan Mohamed was called to the Malaysian Bar in 1987 and has over 39 years of legal experience. His areas of practice include Islamic banking and finance as well as corporate and conveyancing law, with particular focus on land matters in Kelantan.

He has extensive experience in drafting and reviewing legal documentation for Islamic financing and conventional loans. He has also delivered seminars and talks on conveyancing matters, including insolvency, powers of attorney, Malay reservations and specific performance.

He has been a member of the Bar Council Conveyancing Practice Committee since 1998 and is an accredited mediator of the Malaysian International Mediation Centre. He was formerly a member of Bank Negara Malaysia's Law Review Committee for Islamic Banking and Financial Transactions. He also previously served on the Syariah Advisory Committee of Takaful Nasional Berhad.

Terms and Conditions

Event Policy

Places are limited and registration is on a first come, first served basis. The registration for this session will close on **18 Nov 2026 (Wednesday)**, at **12:00 pm**.

For events with registration fees, all payments must be made in advance, including bank charges. Registration will be confirmed once proof of payment is provided by email or fax, and full payment is received.

The organiser reserves the right to modify, cancel or postpone the event, should circumstances arise that make such action necessary, whereupon all registration fees paid will be refunded.

Cancellation

Cancellations must be made in writing.

Please note that there will be **no refunds** for cancellations, but substitutions are allowed. Kindly inform us in writing with the relevant details at least **three** days in advance.

If you have failed to inform the organiser on your cancellation for **three** consecutive times, you may be blacklisted for future events.

Transferral

You are allowed to transfer your place to another participant, but you must notify the organiser with the necessary details at least **three** days in advance.

Attendance

CPD points for the CPD Scheme will not be awarded to lawyers and pupils in chambers from Peninsular Malaysia who arrive more than 15 minutes late, are not present throughout the event, or leave before its scheduled end.

Privacy

The personal information that you provide to the Malaysian Bar, whether now or in the future, may be used, recorded, stored, disclosed or otherwise processed by or on behalf of the Malaysian Bar for the purposes of facilitation and organisation of this event, research and audit, maintenance of a participant database for the promotion of this event, and such ancillary services as may be relevant.

Disclaimer

- Materials (if any) will be emailed only. No printed notes will be provided.
- No recording of the event is permitted via any means at any time.
- No part of the event content may be used / reproduced in any form without the written and explicit consent of the Malaysian Bar and speaker(s).

Organised by:

CPD MALAYSIAN BAR REFINING SKILLS

For enquiries, please contact the Malaysian Bar Continuing Professional Development ("CPD") Department:

@ cpd.events@malaysianbar.org.my cpd.malaysianbar.org.my

Issued by:

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