The Official Gazette

(EXTRAORDINARY)

OF GUYANA

Published by the Authority of the Government

GEORGETOWN, SATURDAY 16TH JULY, 2022

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GEORGETOWN, Demerara – Printed and Published every Saturday and on such Extraordinary Days as may be directed by the Government by Guyana National Printers Limited, 1 Public Road, La Penitence, Greater Georgetown.

SATURDAY 16TH JULY, 2022

THE FIRST SUPPLEMENT TO THE OFFICIAL GAZETTE ON SATURDAY 16TH JULY, 2022

EXECUTION SALES

County of Demerara

TO BE HELD ON TUESDAY, 2ND DAY OF AUGUST, 2022

FIRST PUBLICATION

Pursuant to writs of seizure and sale in the matters following I, the undersigned Registrar of the High Court of the Supreme Court of Judicature or my lawful deputy will expose for sale to the highest bidder in the presence of a Sworn Clerk or Assistant Sworn Clerk at the High Court of the Supreme Court of Judicature, Avenue of the Republic, in the City of Georgetown on Tuesday, 2nd August, 2022 at 09:30 a.m., the following viz:

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE OF GUYANA
COMMERCIAL DIVISION
2021-HC-DEM-CIV-FDA-291

BETWEEN:

ASCENDANCY GUYANA INC.

Plaintiff,

- and -

ROMEL MC KENZIE

Defendant.

NOTICE OF SALE

TAKE NOTE that on the 23rd day of September, 2021, the Judgment Creditor obtained a judgment Ascendancy Guyana Inc. against Romel Mc Kenzie. As the Judgment Debtor failed to pay as ordered, the claimant has requested that the Judgment Debtor's property be sold to satisfy the judgment debt. It is ordered that the property described in the attached Schedule be sold forthwith.

SCHEDULE

142. Lot 32 William Street, Section 'H' Campbellville, in the City of Georgetown, in the County of Demerara, in the Republic of Guyana.

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE OF GUYANA
CIVIL JURISDICTION
2018-HC-DEM-CIV-FDA-1934

BETWEEN:

REPUBLIC BANK (GUYANA) LIMITED

Applicant,

- and -

1. **BHAGKUMARIE NARINE**
2. **DHANESHWAR NARINE**
3. **POORNIMADEVI NARINE**

Respondents.

NOTICE OF SALE

TAKE NOTE that on the 14th day of March, 2019, the Judgment Creditor obtained a judgment Republic Bank (Guyana) Ltd. against Bhagkumarie Narine,

Dhaneshwar Narine and Poornimadevi Narine. As the Judgment Debtors failed to pay as ordered, the claimant has requested that the Judgment Debtors' property be sold to satisfy the judgment debt. It is ordered that the property described in the attached Schedule be sold forthwith.

SCHEDULE

143. Lot 2264 being a portion of Block 8 Plantation Tuschen, situate on the East Bank of the Essequibo River, in the County of Essequibo, in the Republic of Guyana and subject to the terms and conditions as more fully set out in Transport No. 1045 dated the 5th day of December, 2007.

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE OF GUYANA
CIVIL JURISDICTION
2015-HC-DEM-CIV-CD-146

BETWEEN:

REPUBLIC BANK (GUYANA) LIMITED

Applicant,

- and -

1. **RADHARANI INC.**, a company incorporated in Guyana, with its registered Office at Lots 3-5 La Jalousie, West Coast Demerara.
2. **ABBISHAM BOODHOO**

Respondents.

NOTICE OF SALE

TAKE NOTE that on the 16th day of October, 2015, the Judgment Creditor obtained a judgment Republic Bank (Guyana) Ltd. against Radharani Inc. and Abbisham Boodhoo. As the Respondents' failed to pay as ordered, the claimant has requested that property be sold to satisfy the judgment debt. It is ordered that the property described in the attached Schedule be sold forthwith.

SCHEDULE

144. Lot 229 Bourda, in the City of Georgetown, in the County of Demerara, in the Republic of Guyana and as more fully set out in Transport No. 1837/2010 dated the 13th day of December, 2010.

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE OF GUYANA
FAMILY DIVISION
2020-HC-DEM-CIV-FDA-72

BETWEEN:

CITIZENS BANK GUYANA INC.

Applicant,

- and -

1. **KAMAL SHAAN MARAJ** also known as **Kamal Maraj**
2. **ASHA DEVI MARAJ**

Respondents.

NOTICE OF SALE

TAKE NOTE that on the 26th day of August, 2020, the Applicant obtained a judgment Citizens Bank Guyana Inc. against Asha Devi Maraj. As the respondent failed to pay as ordered, the Applicant has requested that the Respondents' property be sold to satisfy the judgment debt. It is ordered that the property described in the attached Schedule be sold forthwith.

SCHEDULE

145. Lot 86 being a portion of Area 'X' Good Hope, situate on the East Coast of Demerara, in the County of Demerara, in the Republic of Guyana and subject to the terms and conditions as more fully set out in Transport No. 116/2016 dated the 27th day of January, 2016.

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE OF GUYANA COMMERCIAL JURISDICTION 2020-HC-DEM-CIV-FDA-52

BETWEEN:

CITIZENS BANK GUYANA INC.

Plaintiff,

- and -

1. **DONNA JUPITER**
2. **JASON GRANNUM**

Defendants.

NOTICE OF SALE

TAKE NOTE that on the 6th day of February, 2020, the Claimant obtained a judgment Citizens Bank Guyana Inc. against Donna Jupiter and Jason Grannum. As the Judgment Debtors failed to pay as ordered, the claimant has requested that the Judgment Debtors' property be sold to satisfy the judgment debt. It is ordered that the property described in the attached Schedule be sold forthwith.

SCHEDULE

146. PARCEL: **306**
BLOCK: **XXXIV**
ZONE: **W.B.D.**

Description and Location of Land: Part of Plantation Recht-Door-Zee.

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE OF GUYANA COMMERCIAL JURISDICTION 2007-HC-DEM-CIV-CD-1226

BETWEEN:

GUYANA NATIONAL CO-OPERATIVE BANK

Plaintiff,

- and -

STANISLAUS WINSTON AUGUSTIN

Defendant.

NOTICE OF SALE

TAKE NOTE that on the 29th day of November, 2016, the Claimant obtained a judgment Guyana National Co-operative Bank against Stanislaus Winston Augustin. As the Judgment Debtor failed to pay as ordered, the claimant has requested that the Judgment Debtor's property be sold to satisfy the judgment debt. It is ordered that the property described in the attached Schedule be sold forthwith.

SCHEDULE

147. **FIRSTLY:-** Tract 'A' being a portion of a piece or parcel of land part of Plantation Soesdyke, in the Soesdyke-Coverden Village District, situate on the East Bank of the Demerara River, in the County of Demerara, in the Republic of Guyana and as more fully described in Transport No. 2309 dated the 20th day of November, 1978.

NB. This property will be sold subject to a First Mortgage passed in favour of G.N.C.B. on the 19th day of August, 1981 - No. 836 and subject to Debenture executed in favour of G.N.C.B. on the 21st day of June, 1990 - No. 1002.

SECONDLY:- Tract 'B' being a portion of a piece or parcel of land part of Plantation Soesdyke, in the Soesdyke-Coverden Village District, situate on the East Bank of the Demerara River, in the County of Demerara, in the Republic of Guyana and as more fully described in Transport No. 2252 dated the 16th day of November, 1977.

NB. This property will be sold subject to Debenture executed in favour of G.N.C.B. on the 21st day of June, 1990 - No. 1002.

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE OF GUYANA CIVIL JURISDICTION 2018-HC-DEM-CIV-FDA-1057

BETWEEN:

ESTHER LATCHMAN

Applicant,

- and -

JULIANA CHERRY

Respondent.

NOTICE OF SALE

TAKE NOTE that on the 6th day of July, 2018, the Judgment Creditor obtained a judgment Ascendancy Guyana Inc. against Freddie Augustus Patterson and Alecia Nicole Patterson. As the Judgment Debtor failed to pay as ordered, the claimant has requested that the Judgment Debtor's property be sold to satisfy the judgment debt. It is ordered that the property described in the attached Schedule be sold forthwith.

SCHEDULE

148. Lot 1064 at Yarowkabra Residential Scheme, situate on the eastern side of the Soesdyke-Linden Highway, Right Bank of the Demerara River, Lease No. SMR 806.

NB. This property will be sold subject to First and Second Mortgages passed in favour of Hand-in-Hand Trust Corporation Inc., registered as 635/2015 on the 15th day of July, 2015 - No. 341/2016 on the 16th day of May, 2016 respectively.

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE OF GUYANA
FAMILY DIVISION
2019-HC-DEM-CIV-FD-653

BETWEEN:

(PRINCE) KAREN ROXANNE nee FONTENELLE

Applicant,

- and -

(PRINCE) SHERWIN PATRICE

Respondent.

NOTICE OF SALE

TAKE NOTE that on the 6th day of December, 2021, the Applicant obtained a judgment Karen Roxanne Prince nee Fontenelle against Sherwin Patrice Prince. As the Respondent failed to pay as ordered, the Applicant has requested that the Respondent's property be sold to satisfy the judgment debt. It is ordered that the property described in the attached Schedule be sold forthwith.

SCHEDULE

149. Lot 305 being a portion of Section 'D' of Block 13, parts of the frontlands of Non Pariel (West) formerly Coldingen and Non Pariel (East), East Coast Demerara, in the County of Demerara, in the Republic of Guyana, with the building and erections thereon as more fully described in Transport No. 3194 of 2012.

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE OF GUYANA
COMMERCIAL DIVISION
2021-HC-DEM-CIV-SOC-11

BETWEEN:

SUSAN PERSAUD

Plaintiff,

- and -

MELANIE HEADLEY

Defendant.

NOTICE OF SALE

TAKE NOTE that on the 30th day of November, 2021, the Judgment Creditor obtained a judgment Susan Persaud against Melanie Headley. As the Judgment

debtor failed to pay as ordered, the claimant has requested that the Judgment Debtor's property be sold to satisfy the judgment debt. It is ordered that the property described in the attached Schedule be sold forthwith.

SCHEDULE

150. Western half of Lot 2, part of that part of the frontlands of Annandale now known as Zorg-en-Vlygt, in the Annandale/Riverstown Neighbourhood Democratic Council, situate on the west sea coast of the County of Essequibo, in the Republic of Guyana and as more fully described in Transport No. 15/97 dated the 3rd day of February, 1997.

NB. This property will be sold subject to First and Second Mortgages passed in favour of Republic Bank Limited, No. 40 dated the 23rd day of January, 2019 - No. 140 dated the 23rd day of June, 2021, respectively.

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE OF GUYANA COMMERCIAL JURISDICTION 2018-HC-DEM-CIV-FDA-1328

BETWEEN:

PAS CARGO GUYANA INC.

Plaintiff,

- and -

BALLIRAM LALLBEHARRY trading under the name and style of **LALLBEHARRY POULTRY FARM** of Lot 618 Rams Canefield Drive, Friendship, East Bank Demerara.

Defendant.

NOTICE OF SALE

TAKE NOTE that on the 2nd day of April, 2019, the Judgment Creditor obtained a judgment PAS Cargo Guyana Inc. against Balliram Lallbeharry trading under the name and style of Lallbeharry Poultry Farm As the Judgment Debtor failed to pay as ordered, the claimant has requested that the Judgment Debtor's property be sold to satisfy the judgment debt. It is ordered that the property described in the attached Schedule be sold forthwith.

SCHEDULE

151. PARCEL: **1025**
BLOCK: **L**
ZONE: **E.B.D.**

Description and Location of Land: formerly part of Lots 6, 7 and 8 Friendship, in the Craig Caledonia Village District, situate on the East Bank of the Demerara River, in the Republic of Guyana and more fully described in Transport No. 1853 of 2010.

IN THE HIGH COURT OF THE SUPREME COURT OF JUDICATURE OF GUYANA CIVIL JURISDICTION 2017-HC-DEM-CIV-FDA-240

BETWEEN:

THE BANK OF NOVA SCOTIA

Plaintiff,

- and -

1. **DONNA HOPE**
2. **GAVIN HOPE**

Defendants.

NOTICE OF SALE

TAKE NOTE that on the 29th day of June, 2017, the Judgment Creditor obtained a judgment The Bank of Nova Scotia against Donna Hope and Gavin Hope. As the Judgment Debtors failed to pay as ordered, the claimant has requested that the Judgment Debtors' property be sold to satisfy the judgment debt. It is ordered that the property described in the attached Schedule be sold forthwith.

SCHEDULE

152. Lot 1307 Section A being a portion of Block X being a portion of Plantation Great Diamond, situate on the East Bank of the Demerara River, in the County of Demerara, in the Republic of Guyana and more fully described in Transport No. 554 dated the 23rd day of March, 2006.

TAKE NOTICE that all persons having any right, title, interest or claim in and to the undermentioned immoveable property and who may have just grounds to oppose by the same are hereby required to do so in due form of Law at the office of the Registrar at Georgetown, Demerara. Those inclined to purchase will attend at the time and place abovementioned either in person or by an Attorney or Agent duly authorized by written authority properly authenticated e.g., a Power of Attorney bearing the Clause "To bid for real and/or personal properties on behalf of the 'Appearer' and uplift receipts accordingly" or a notarized authorization. All persons having any right, title, interest or claim in and to the under mentioned immoveable property and who may have just grounds to oppose by the same are hereby required to do so in due form of Law at the office of the Registrar at Georgetown, Demerara.

All persons having any interest in these moveable properties to be sold at the upcoming Execution Sales are hereby invited to conduct an inspection at the Supreme Court of Judicature Bond, Lombard Street, Georgetown on Monday, prior to the sale between the times in the forenoon 9.00 a.m. to 11:30 a.m. and in the afternoon 1.00 p.m. to 3.30 p.m.

Terms of Sale for Moveable Property

The purchaser must pay in cash at the time of the sale. If the proceeds of the sale exceed $500,000.00 (five hundred thousand dollars), the purchaser must deposit in cash at the time of the sale $500,000.00 (five hundred thousand dollars) and pay the balance by Manager's Cheque by 3p.m. of the next day after the sale, unless otherwise directed by the Registrar.

Terms of Sale for Immoveable Property

If the proceeds of sale $500,000.00 (five hundred thousand dollars) and under, it must be paid in cash, exceeding $500,000.00- The purchaser or purchasers shall, unless they pay the purchase money at the time of the sale, forthwith deposit with the Marshal 25% (twenty-five percent) of the purchase money, five hundred thousand dollars of which must be paid in cash at the time of sale and balance of the 25% (twenty-five percent) must be paid by manager's cheque by 3 p.m. of the same day. If the purchase money does not exceed the sum of $5,000,000.00 (five million dollars) pay the balance by three equal installments, with interest at the rate of 6% (six percent) per annum, at the expiration of 1,2,3 months respectively from the date of sale. If the balance exceeds the sum of $5,000,000.00 (five million dollars), pay the balance with interest at the rate of 6% (six percent) per annum, by three equal installments at the expiration of 2, 4, 6 months, respectively from the date of sale.

In event of the purchaser making default in payment of any of the installments the amount of the deposit shall, unless the Court on an urgent application with notice filed within 7 days (seven days) of the default extends the time for payment, be forfeited and applied by the Marshal towards discharge of the execution costs and Judgement debt or debts.

Precautionary Notice

Covid-19 Protocols for the Health and Safety of Court Users.

Note: For Litigants in the form of banking institutions and/or companies, ONLY one (1) representative will be admitted to attend the Execution Sales in order to avert crowding.

All Court Users MUST,

✓ Not visit any Court compound or Court if you have a Temperature exceeding 98.6°F (37°C), or display cold and flu-like or other Covid-19 symptoms. Stay at home and call the Covid-19 Hotline numbers.

On entering the Court compound and Court:

- Wear a mask or face covering which covers the nose and mouth AT ALL TIMES.
- Submit to all screening and temperature checks.
- Wash your hands at the sanitization stations at the entrance to the Court compound or Court, or sanitize your hands by using alcohol-based sanitizer which has 60% or more alcohol.

✓ Observe proper respiratory etiquette by coughing or sneezing into your bent elbow or a tissue and then immediately discard the tissue in the trash receptacles provided.

✓ At ALL TIMES maintain a physical distance of at least (six) feet from another person whilst waiting to gain entry, having gained entry, to a Court compound or Court.

✓ Adhere to all signage/floor or seat markings which demarcate the appropriate spacing for persons waiting in lines or in front of service counters, as well as other Covid-19 signs displayed in and round the Court building.

✓ On the completion of your business, immediately leave the Court's environs. Loitering in the Court compound and Court is Not Permitted.

ADDENDUM TO TERMS OF SALE
EFFECTIVE IMMEDIATELY

All persons attending Execution Sales and intending to bid on properties, moveable and/or immovable, MUST show to the First/Senior Marshal at least $500,000 cash in their possession in order to establish a good faith intention to participate and abide by the rules of the sale.

Any person who fails to show the $500,000 deposit in their possession will NOT be permitted to bid on any property and will be asked to leave the precincts of the court.

No person who has been deemed the highest bidder will be allowed to leave the precincts of the Court without making a deposit of $500,000 as required by the rules of the sale.

Upon a bidder being deemed the highest and therefore successful bidder, he/she must present a photo ID, i.e. National ID card, Passport or Driver's Licence in their name when signing any document and paying their deposit.

Dated the 13th day of July, 2022.

A. Lowenfield,
Deputy Registrar,
Supreme Court
of Judicature.