



LONDON HOUSE CHAMBERS
ATTORNEYS

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Devindra Kissoon

Founding Partner

Direct Phone (592) 231-1882

dkissoon@londonhousechambers.com

VIA EMAIL AND POST

Dr. Jan Mangal (j.mangal@bnc.oxon.org)



Dear Dr. Mangal:

Re: Carl B. Greenidge v. Jan Mangal

We have been retained by Mr. Carl B. Greenidge in connection with various false and defamatory statements made and published by you on social media, in person and to various local newspapers on the dates set forth below (the “Articles”).

As is explained below, those statements, when read together, impugn the basic integrity of our client and on the whole constitute actionable libel per se. Simply put, you have accused Mr. Greenidge, a selfless civil servant, in the strongest terms as being corrupt, clandestine, “being supported by [his] friends in the private sector who get the [sic] construction contracts” and shockingly, “collud[ing] with companies to defraud the country.

Separate and apart from the foregoing, the Articles are based on the false premise that Mr. Greenidge was part of a core trio of senior Government representatives who were collectively responsible for the Government’s decision not to release the Exxon contract, an allegation which is not only untrue, but fundamentally offensive and defamatory.

Your statements have impacted Mr. Greenidge personally and professionally by damaging his credibility, causing much distress and damage. Even more egregious is the fact that you did not make any attempt whatsoever to contact Mr. Greenidge concerning these Articles before publication, despite there being ample evidence to refute the contents thereof. We therefore write to request an immediate retraction of these Articles and for an apology to be issued, failing which we shall have no choice but to commence suit for the significant injury that Mr. Greenidge has and continues to suffer, in an amount to be determined at trial, but not less than US\$1,000,000.00 (G\$215,000,000.00).

A. Background

Our client is the former Second Vice President and Minister of Foreign Affairs of Guyana, and Guyana's Foreign Secretary. He has enjoyed a long and distinguished career as an economist as well as serving Guyana as a public servant in various capacities for the last four decades. He was Guyana's Finance Minister from 1983-1992, and in Guyana's 10th Parliament he was the Opposition's Spokesman on Finance and International Economic Cooperation. He has also acted as an international public servant, formerly serving in several top-level positions including Secretary General of the African, Caribbean and Pacific Group of States. He currently is a member of Cabinet, and has successfully defended Guyana in a territorial claim made by Venezuela, which claims a large portion of Guyana as its own.

Throughout his career, he has never been accused of a crime, as being corrupt, as benefitting personally directly or indirectly by virtue of being in a Government appointed post, or as participating in or being complicit with any illegal or unsavoury activity. Should Mr. Greenidge retire from Guyana's public service, he intends to continue to serve Guyana locally and internationally in various international fora, relying on his qualifications and reputation to earn a living.

By virtue of his Cabinet position, while Mr. Greenidge has been privy to privileged high level discussions concerning Guyana's oil sector, at no time has Mr. Greenidge had the responsibility directly or indirectly for the Government of Guyana's decisions concerning its business relations with external companies, such as Exxon Mobil, that being the sole responsibility of the Minister and Ministry of Natural Resources, as well as the President. While being outspoken about non-disclosure of Exxon's signing bonus so as to give Guyana a legal advantage at the ICJ, and an economic advantage generally, at no time has Mr. Greenidge been responsible for the Government's decision not to release the Exxon contract, an entirely separate matter.

Despite the foregoing, as is elucidated below, you have made various false public statements to the contrary, which statements have and continue to irreparably damage our client.

B. The Publications

(i) Kaieteur News, January 26, 2020.

In a Kaieteur News article dated January 26, 2020 entitled 'Greenidge displayed most resistance to disclosure of ExxonMobil contract and US\$18M signing bonus', you are directly quoted by that publication in the following manner:

During an exclusive interview with Kaieteur News, recently, Dr. Jan Mangal said that former Foreign Affairs Minister and now Foreign Secretary, Carl Greenidge, was resistant to proposals for the disclosure of the ExxonMobil contract, which also involved the revelation of the US\$18M signing bonus. The Petroleum Consultant said, "He seemed very much against releasing the contract with ExxonMobil for the

Stabroek Block. He was against providing the contract to the Guyanese people, the very people who own the oil. Nor releasing the contract also meant not telling the Guyanese people about the signing bonus which I knew had to be disclosed.'

Further to this, the former Presidential Advisor said that former Minister Greenidge, of all the Ministers, showed the most resistance to the renegotiation of the lopsided deal. Dr. Mangal said, "I was pushing for a rebalancing of the contract so Guyana could get a fair share, but former Minister Greenidge and Sir Shridath Ramphal were completely against it. "(Greenidge) was extremely annoyed by the thought of renegotiation." The Petroleum Consultant was also keen to remind how former Minister Greenidge and others claimed that "everything had to be kept secret" as a result of the controversy that arose from Venezuela's spurious claims over Guyana's territorial waters. Dr. Mangal insists that "this was nonsense" while noting that it is a common ploy of politicians to hide behind "national security" issues.

Your statements are untrue and constitute an entire fabrication. At no time did you and Mr. Greenidge participate in the same decision making forum i.e. at the Cabinet level or otherwise, the President and his Cabinet responsible for all state decisions, including decisions concerning the Exxon Mobil contract, you not being party to those decisions. Accordingly, at no time could you be privy Mr. Greenidge's position as it related to the disclosure of the Exxon contract,. In any event, at no time was Mr. Greenidge "extremely annoyed by the thought of renegotiation" or otherwise, nor did he show "the most resistance to the renegotiation of the lopsided deal."

These defamatory statements impugn the reputation, goodwill and basic integrity of our client, and constitute actionable libel per se. In the context of Guyana's society, particularly in the context of the emerging oil industry and the accompanying controversial atmosphere that has pervaded the minds of the average person in Guyana, the average reader would believe that our client did not want to disclose to the public details about the ExxonMobil Contract and the signing bonus and that he did not want to renegotiate the contract, more so than any other member of the Cabinet, leading to the conclusion that he was intentionally not acting in the best interests of the Guyanese people.

(ii) Stabroek News, January 27, 2020

In this letter to the Editor captioned "Exxon Tax Holiday Could Cost Guyana US \$5B", you state as follows:

By some estimates, for the Liza Phase 1 and the Liza Phase 2 projects alone, the permanent tax holiday for the biggest oil company in the US could cost Guyanese taxpayers some

US\$5 billion...Perhaps the people said to be responsible for renegotiating this agreement and who argue strongly against revising it further – Carl Greenidge, Raphael Trotman and Shridath Ramphal – should explain to us why they believe Exxon should have that money and not the Guyanese tax payers who paid their Government salaries.

At no time was our client responsible for re-negotiation or revision of the Exxon contract. These statements impugn the reputation, goodwill and basic integrity of our client, and constitute actionable libel per se. This statement is blatantly false and maliciously designed to injure our client's good name.

Moreover, the juxtaposition of a sum of money that Exxon will benefit from and our client's name in a list of three persons identified as being responsible for Exxon receiving that money, implies that our client is directly responsible for Guyana losing money. This is untrue and in the above mentioned context of the oil industry and the suspicion with which it is viewed in Guyana's society, the average reader would assume that our client is at the very least inept, and/ or the most corrupt, colluding with or being overpowered by Exxon to the detriment of the Guyanese taxpayers, a position which is simply false.

(iii) Kaieteur News, January 27, 2020

In an article published by Kaieteur News dated January 27, 2020 captioned "Guyana Could Lose US \$5B for paying Exxon's Taxes From Liza 1 & 2 Alone" you are quoted as follows:

Government's refusal to renegotiate the Production Sharing Agreement (PSA) for the Stabroek Block could see Guyana losing US\$5B from Liza – Phases One and Two alone, because of the tax holiday granted to ExxonMobil and its partners, Hess and CNOOC. Government officials who staunchly refused to renegotiate should explain why this should happen. That is the insistence of former petroleum advisor to the president, Dr. Jan Mangal.

...

Why are Guyanese taxpayers paying Exxon's taxes?" That is a question the Consultant believes certain officials should be held accountable to answer, namely Minister of Natural Resources, Raphael Trotman; Former Foreign Affairs Minister turned Foreign Secretary, Carl Greenidge and Ministry of Foreign Affairs Advisor, Sir Shridath Ramphal.

As mentioned, our client was and is not responsible for matters relating to the Exxon contract. The juxtaposition of a sum of money that Exxon will benefit from and our client's name in a list of three persons identified as being responsible for Exxon receiving that money, implies that our client is directly responsible for Guyana losing money. This is untrue and in the above mentioned context of the oil industry and the suspicion with which it is viewed in Guyana's society, the average reader would assume that our client is at the very least inept, and/ or the most

corrupt, colluding with or being overpowered by Exxon to the detriment of the Guyanese taxpayers, a position which is simply false.

(iv) Stabroek News, January 20, 2020

In this letter to the editor published by Stabroek News on January 20, 2020 captioned “Why Is Mr. Greenidge So Riled Up And Critical About Global Witness And Myself?”, you state as follows:

Global Witness, who Mr. Greenidge called “jokers”, is world renowned as the foremost anti-corruption body in oil and gas. This NGO has uncovered massive corruption amounting to billions of US dollars in the past.

Why would Mr. Greenidge be against disclosing Exxon contract information to the people of Guyana, when his superior, President Granger, believes in transparency and believes the Guyanese people should see the oil contracts? And when his party, APNU, claims to be for transparent government? Was it not the former PPP government who were completely against sharing the contracts with the Guyanese people? Does Mr. Greenidge intend to align with the PPP on this issue and not with APNU? Is that why PNC members chose President Granger to lead their party and country instead of Mr. Greenidge?

...

Guyanese need to remember Mr. Greenidge has been an advocate for the foreign oil companies on some of the most important issues, such as keeping contract information secret and not renegotiating to get a better deal for Guyanese.”

Your allegations were repeated and republished in Kaieteur News on January 20, 2020.

These statements impugn the reputation, goodwill and basic integrity of our client, and constitute actionable libel per se. In this article, you have juxtaposed Global Witness’ history of uncovering corruption alongside your false claims of our client being an advocate for the foreign oil companies by advocating for secrecy of the contract information and by being against negotiation. This juxtaposition is in the context of Guyana’s society and the suspicion surrounding the oil industry. These allegations that you have published mean, and were understood to mean by the average reader of the article that our client has been engaging in clandestine and corrupt activities with foreign oil companies and is therefore against transparency, is corrupt, or is at the very least unprofessional and inept.

These allegations and charges amount to a very serious libel of my client and have caused him considerable distress and embarrassment. Additionally, these assertions are defamatory and blatantly designed to lead readers to believe our client is guilty of impropriety.

(v) **Stabroek News, February 2, 2020**

In a letter to the Editor published by Stabroek News with caption “Elements Of A Strategy For Oil And Guyana” you libelously state as follows:

For us to benefit from our own oil wealth, or from any of our wealth, be it gold, bauxite, etc., we need to reduce the 50-year ongoing theft by parasitic elites (both political and private sector) who sometimes have been in cahoots with international sharks. We need to finally start dismantling this tragic system created by Burnham’s PNC and perfected by Jagdeo’s PPP.

...

The reason Guyana is likely to fail is because ... **we do not hold our representatives accountable for their actions when they collude with companies to defraud the country.** We are in the current mess, a mess bigger than US\$55 billion, because of some of our own politicians; in government, and in the main opposition.

An oil company can easily spend a couple US\$100 million on influencing and buying off Guyanese elites so as to take US\$55 billion extra from us. Guyana is a push-over for these big companies. We are an ideal target with our internal divisions, stoked and fed continually by illegitimate and corrupt politicians. These politicians are being supported by their friends in the private sector who get the construction contracts.

These statements impugn the reputation, goodwill and basic integrity of our client, and constitute actionable libel per se. Despite not referring to our client by name, in the context of your previous publications outlined in this letter where you accuse our client of colluding with foreign oil companies, the fact that our client is the only Cabinet member who also served in the Forbes Burnham Cabinet and the fact that our client is a member of government with family members who operate in the private sector and have been awarded state contracts, the average reader would understand that the allegations in your letter refer to our client. You make allegations of theft and provide an example of how an oil company could easily “buy off” Guyanese elites. The average reader would conclude that our client is one of these elites who have been stealing from the State and who have been bought off by the oil companies, especially when read together with your later comment where you state “These politicians are being supported by their friends in the private sector who get the construction contracts.”

These malicious, intentional and reckless statements are defamatory, causing our client harm, and subjecting him to considerable ridicule.

(vi) **Facebook Posts, dated February 5, 2020**

In this post on your Facebook page with caption “To the friends of Zaiff Hussain, Carwyn Holland, Kwesi Sansculotte-Greenidge and some others”, after being accused by third parties of influencing ExxonMobil to hire a contractor with which your brother is involved, you state that:

Why would I be continually calling out the deficiencies of ExxonMobil and their supporters in government, like Greenidge SNR, Persuad and Trotman, if I am trying to promote myself or my family or my friends? If I wanted special or illegal favours from ExxonMobil, would I not be staying quiet, and would I not be praising ExxonMobil like Kwesi Sansculotte-Greenidge and Carwtn Holland?

As you are aware, Dr. Kewsi Sansculotte-Greenidge, is Mr. Greenidge’s son. These statements impugn the reputation, goodwill and basic integrity of our client, and constitute actionable libel per se. Reading this post in the context of Guyana’s society, and your previous publications outlined in this letter, the average reader would understand you to mean that our client and his family want, have solicited, or have obtained “special or illegal favours” from Exxon Mobil or other participants in Guyana’s oil and gas sector. Such a crude and false publication was no doubt designed to maliciously injure our client, and has caused significant injury to our client and his good name.

Additionally in a second post you state:

He was completely against getting a fair deal for Guyana by renegotiating the 2016 contract.... I viewed Greenidge as one of the biggest hurdles to a successful oil and gas industry & to a successful Guyana... is he so defensive of Exxon because he was the one who negotiated the awful 2016 contract?

These allegations that you have published mean, and were understood to mean by the average reader of the article that our client is unprofessional and inept, causing the taxpayer loss and damage.

**C. The Claim and Corresponding Demands
for a Retraction and an Apology**

As outlined above, your publications, when read together are clearly defamatory and injurious to our client, intentionally motivated by malice, designed to destroy our client’s good name. Accordingly, pursuant to the provisions of the Defamation Act and the common law, our client intends to pursue all remedies available to him, including, but not limited to, monetary

damages for actual damages caused by your defamatory statements in the amount of at least US\$1,000,000.00 (G\$215,000,000.00), plus costs and attorneys' fees which could well exceed US\$100,000 (G\$215,000), unless you immediately retract your statements and issue an apology as mutually agreed, which is to be published with the same prominence and frequency as the Articles.

Specifically, with respect to your Facebook publication, we have also been instructed to pursue all civil and criminal remedies provided by the Cyber Crime Act 2018 (the "Act"), unless the defamatory post is immediately removed. In that vein we also refer you to your thinly veiled threat to intimidate and harm our client published by you on Facebook on January 24, 2020, which threats directly violate the provisions of the Act where you state:

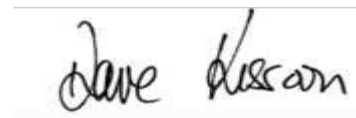
Guyanese, please remember the names of all those politicians (their children, aspiring politicians, etc.), business people, prominent citizens, and publications who have lobbied to maintain the hugely unfair contract with Exxon. That is, please remember those who have called for contract sanctity, and those who were critical of a better deal for Guyana. Please

We also demand that you immediately **cease and desist** from further defaming our client, and have been instructed that should you not refrain from doing so, to commence immediate action to restrain you from doing so.

This letter is sent subject to our client's reservation of all rights and for purposes of settlement only. We look forward to an immediate response complying with our demands, failing which we will have no choice but to take all necessary action. Please be guided accordingly

Sincerely,

LONDON HOUSE CHAMBERS



By: Devindra Kissoon

cc: The Editor (via Hand and E-Mail)
Kaieteur News

The Editor (via Hand and E-Mail)
Stabroek News