

Article by Jamela A. Ali – published in *Stabroek News* (9/11/ 2025) under letters and titled “**Reasons presented by Mayor for Farnum Ground Occupation are Erroneous and Violate Public Trust Principles**” and in *Kaieteur News* (11/11/25) “**Why The Mayor, Council and Regulatory Bodies Permit Illegal Conduct?**”

FARNUM GREEN SPACE - WHY THE MAYOR, COUNCIL and REGULATORY BODIES PERMIT ILLEGAL CONDUCT?

I refer to letter in *Stabroek News* of 6/11/2025 by Alfred Mentore JP, Mayor of Georgetown, in response to mine published on the 5/11/25 in *Stabroek News*, *Kaieteur News* and *Guyana Times*. While the Mayor acknowledges that Farnum Playfield is a community ground governed by the public trust principles and public accountability, the actions of the Mayor and City Council (M&CC) fall short of these standards.

LACK OF ACCOUNTABILITY & TRANSPARENCY – FAILURE TO CONSULT & DISCLOSE

Despite repeated requests from residents, M&CC have failed to produce documents, including:

1. The application submitted to M&CC in September 2025 to use Farnum;
2. The proposed “agreement” referenced by the Mayor;
3. Valid proof of ownership of Mae’s Schools and burnt site;
4. Minutes of all meetings discussing use of Farnum with decisions taken.

M&CC never convened a meeting with residents to discuss Farnum. At a statutory meeting addressing multiple city issues, Mayor Mentore told residents, *inter alia*, that he was not prepared for “*any back and forth*”, effectively denying residents meaningful participation.

The reluctance to produce relevant documents for scrutiny, while proceeding to make decisions raises serious concerns about transparency and motive. This is even more troubling given the admission that the initial permission to use Farnum (intended to be tents) was granted without any written request. Can the M&CC inform of the number of students enrolled in the Play School,

Nursery School, Primary School and Secondary School at the time of the fire and at the start of the September term? Are all safety precautions in effect?

DEFICIENCIES IN PROPOSED TERMS OF AGREEMENT

The Mayor discloses a proposed agreement has been prepared, but has not disclosed the application of what was applied for. The term "*Stringent safety and environmental compliances measures, including independent inspections*" is vague and reads more as a public relations cover rather than a transparent, accounting and enforceable mechanism. It does not reveal any consequences for non compliance.

The proposed term "*Transparent public reporting on traffic management and community impact mitigation*" is also lofty words and perhaps aspirational to M&CC, but devoid of particulars, lack timelines and any mechanisms for accountability. The traffic hazard caused by the Schools is evident.

The Mayor states that the application is "*to utilise a portion of Farnum Playfield*". In fact, the Schools are occupying the entire ground, waste oil has been used on the green space, grass dug up and areas raised with sand.

REASONS FOR GIVING AWAY COMMUNITY GROUND - ERRONEOUS

To justify this arbitrary conduct, the Mayor invoked "**the Government**" and pinned the reason for giving away Farnum to "*pressing need to expand access to quality educational facilities in densely populated areas such as Subryanville.*" The assertion that Subryanville is "*densely populated*" is unsupported. The area consists of 5 small avenues. Moreover, few, if any, students from Subryanville attend the Schools on Farnum. So the "*pressing need*" is a misleading reason.

The Mayor acknowledges that "*lawful alternatives exist*", yet he reasons that the unauthorized construction of buildings on community ground for private schools is justified due to "*acute shortage of immediate educational infrastructure in the area has necessitated this ...*". This is a distortion of fact and erodes the rule of law as private schools in the residential area of Subryanville are contrary to the covenants and are therefore unlawful.

M&CC wants to grant usage for nearly two years, "*pending the identification and development of a permanent alternative site*". Can such prolonged private occupation reasonably be regarded as temporary or interim? Or is it an abuse of the fiduciary duty to safeguard a public trust asset with no accountability benchmarks or an attempt to a *de facto* alienation of community land? The Mayor did not disclose what alternatives were considered, nor has he provided any credible justification for overriding the public trust duties and collective rights of residents.

Accordingly, the above reasons advanced are flawed, factually incorrect and lack legal or evidentiary support.

ENFORCING PUBLIC TRUST DUTY TO PRESERVE GREEN SPACE

It is widely accepted and the Mayor has confirmed that Farnum is a public trust asset. M&CC, as trustee, has a duty to protect this open green space. The buildings and concrete pavings must be removed. It is not within the authority of M&CC to set criteria for private profit schools. There is no justification for the continued occupation of community land for over 10 months, up to December 2025.

Has the developer provided valid proof of ownership of Mae's Schools and Certificates of Registration to operate the private schools on Farnum? Is the electrical connection approved as safe by GPL? Are the buildings insured?

ENGAGEMENT WITH RELEVANT AGENCIES

The Council claims engagement with "*Central Housing and Planning Authority (CH&PA) and other relevant agencies to ensure full regulatory compliance*". This is vague and appears more as a rhetorical, ex post facto assurance given that multiple breaches have already occurred. Which agencies are involved and what specific regulatory compliance is being sought?

In sum, the factual basis and reasons presented are erroneous, untenable, violate the public trust principles and lack transparency and accountability. While quality education is important, it cannot be used to displace the collective rights of a community in favour of a private person for profit. The proposed conditions including nominal payments contain no effective safeguards, but are empty formulations to conceal rather than stop unlawful conduct. Putting children in structures, built in defiance, without consent, on land reserved for

community use, with concerns that electrical works may not comply with safety standards, cannot be considered as "access to superior quality educational facilities."

The Mayor ends with an invite to residents for "continued dialogue." Residents welcome dialogue, but meaningful engagement requires full disclosure. Please provide all documents requested forthwith and meet with the residents soonest.

Jamela A. Ali

See publication links

<https://kaieteurnewsonline.com/2025/11/11/why-the-mayor-council-and-regulatory-bodies-permit-illegal-conduct/>

<https://www.stabroeknews.com/2025/11/09/opinion/editorial/farnum-ground/>

<https://www.stabroeknews.com/2025/11/09/opinion/editorial/farnum-ground/> Editorial by *Stabroek News* referring to my letters.

<https://kaieteurnewsonline.com/2025/11/10/we-intend-to-continue-our-calls-for-transparency-and-accountability/> letter referring to my letter