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**STATE OF WASHINGTON
DEPARTMENT OF FINANCIAL INSTITUTIONS
SECURITIES DIVISION**

IN THE MATTER OF DETERMINING) Order Number S-18-2523-20-SC01
Whether there has been a violation of the)
Securities Act of Washington by:) STATEMENT OF CHARGES AND NOTICE
) OF INTENTION TO ENTER ORDER TO
) CEASE AND DESIST, TO IMPOSE A FINE,
Geoffrey Wescott James a.k.a. Geoff James or) AND TO CHARGE COSTS
Geoff Wescott, d.b.a. Veritas International)
Limited, d.b.a. Veritas Incorporated, d.b.a.)
Veritas Capital Partners, d.b.a. Aquila LTD)
Malta, and Wescott Special Projects.)
)
Respondent)

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THE STATE OF WASHINGTON TO: Geoffrey Wescott James and
Veritas International Limited

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STATEMENT OF CHARGES

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Please take notice that the Securities Administrator of the state of Washington has reason to believe that Respondent Geoffrey Wescott James, a.k.a. Geoff James or Geoff Wescott and d.b.a. Veritas International Limited, d.b.a. Veritas Incorporated, d.b.a. Veritas Capital Partners, d.b.a. Aquila LTD Malta, and Wescott Special Projects, violated the Securities Act of Washington. The Securities Administrator believes these violations justify the entry of an order to cease and desist from such violations, to impose a fine, and to charge costs pursuant to RCW 21.20.390 and RCW 21.20.395. The Securities Administrator finds as follows:

STATEMENT OF CHARGES AND NOTICE OF
INTENTION TO ENTER ORDER TO CEASE AND
DESIST, IMPOSE A FINE, AND CHARGE COSTS

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DEPARTMENT OF FINANCIAL INSTITUTIONS
Securities Division
PO Box 9033
Olympia, WA 98507-9033
360-902-8760

1 **TENTATIVE FINDINGS OF FACT**

2 **Respondent**

3 1. Geoffrey James (“James”) is a resident of Colorado and has done or is doing
4 business as d.b.a. Veritas International Limited, d.b.a. Veritas Incorporated, d.b.a. Veritas Capital
5 Partners, d.b.a. Aquila LTD Malta, and Wescott Special Projects.

6 2. Veritas International Limited (“Veritas International”) was incorporated as a
7 Colorado limited liability company and had its principal place of business in Denver Colorado.
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9 **Bankruptcy**

10 3. In August 2011, James voluntarily filed for Chapter 7 Bankruptcy in the
11 Bankruptcy Court for the District of Colorado, Case Number 11-29774-MER, and was granted a
12 discharge in 2012.

13 **Nature of the Conduct**

14 4. In 2017, Geoff James approached a Washington investor (“Investor”), who had
15 been a long-time friend, about a gold investment that involved purchasing gold bullion at a
16 discount in Africa and then reselling the gold in the United States. Before moving to Colorado
17 from Washington in about 2009, James was employed as a real estate agent and contractor.
18 James told the Investor that he had been living in Africa for the past five years. James said he
19 was in the import/export business and doing business as Veritas International. James told the
20 Investor that, through his many contacts with mining operations in a number of African
21 countries, he could resell the imported gold at a profit and was willing to split the profits with the
22 Investor on a 50-50 basis. During 2017 and 2018 James, on his own behalf and the behalf of
23 Veritas International obtained of cash and a series wire transfers from the Investor to further his
24 gold import venture and other money making opportunities schemes.
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1 5. During a 2017 meeting at the Investor's Seattle home, James said that he could
2 purchase gold for about \$13,000 to \$23,000 per kilogram and resell it for \$39,000 per kilogram.
3 James told the Investor that it would take three trips to Africa and back to reach the "break
4 even" point and there would be profits after that. James told the Investor that he needed money
5 in order to have experts help him with the signing of papers, assayers, bribes and other
6 expenses. The Investor initially gave James \$70,000 in cash for the venture with the expectation
7 that she would be repaid and begin earning fifty percent of the venture's profits in about three
8 months once James completed the initial three trips to Africa.
9

10 6. In about August 2017, James told the Investor that he had brought gold back from
11 the Ivory Coast to and was taking it to a New York refinery. After James told the Investor that
12 negotiations with a gold refinery in New York did not work out, he said that he had sold the
13 gold and that the Investor would receive a wire amounting to hundreds of thousands of dollars.
14 When the money did not reach the Investor's account, James explained that the deal fell
15 through. James advised the Investor that the gold was at a refinery in Miami and agreed to take
16 the Investor to see the gold. When the Investor flew to Miami to visit the refinery, James drove
17 them by the purported refinery. James told the Investor that, because of a shipment received by
18 the refinery, they were not going to be allowed to enter and have access to the gold. The
19 Investor returned to Washington without seeing the gold.
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21 7. James later told the Investor that he had some friends who were active Navy Seals
22 living near Miami and that they were willing to take the gold to the Investor in Washington as a
23 favor to him. James convinced the Investor to wire him \$8,000 to cover their travel expenses.
24 When the Navy Seals did not deliver the gold, James told the Investor they were not able to
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1 because they were on “active duty.” James told the Investor that his Navy Seal friends had gone
2 to the refinery, taken possession of the gold, and taken it to a secure location.

3 8. About the fall of 2017, James told the Investor that he had an arrangement with
4 Bashir Saleh (a.k.a. Bashir Saleh Bashir), a former aide of deposed Libyan leader Muammar
5 Gaddafi, to move gold and money out of Africa countries. James told the Investor that he would
6 be receiving a commission of anywhere from 25% to 30% on the hundreds of millions of dollars
7 in gold and cash that Bashir Saleh had in Africa. James told the Investor that he would split his
8 commissions with her. The Investor initially understood that James was going to split this
9 income 50/50, but James changed it to 10%. In October 2017, James sent the Investor a text
10 regarding a \$10,000,000 transaction that would enable him to wire the Investor \$500,000 within
11 the week. The wire never arrived.

12 9. James asked for and received from the Investor \$5,000 for a banker in Malta who
13 was going to help him set up accounts for moving money and to handle any gold that would
14 shipped there.

15 10. In about November 2017, James told the Investor that he moved \$250 million of
16 Bashir Saleh’s money to the bank in Malta and was bringing in additional money. James told
17 the Investor that he didn’t have access to the \$250 million in Malta immediately because the
18 bankers needed 40 days to “blend” the money into the banking system and to avoid red flags.
19 After the 40 days had passed, James told the Investor that the bank in Malta would not allow
20 any of the money to be wired abroad.

21 11. Because of the long friendship and trust in James, the Investor initially did not
22 formalize the arrangement in writing. In April of 2018, when the Investor became concerned
23 about the financial exposure due to the number and size of advances of money given to James,

1 the concern was brought up with him. James gave the Investor a document dated March 24,
2 2018 that was titled "Ongoing Business Agreement" ("the Agreement") that was to reflect the
3 amount of "capital infusions" that James had requested and received from the Investor. The
4 Agreement acknowledged that the Investor had already provided approximately \$500,000 to
5 James and other entities partially or wholly owned by him or Veritas International and might
6 give him additional funds. James promised in the Agreement to return the funds with a share of
7 profits to the Investor "no later than April 19, 2018." James promised in the Agreement to
8 provide up to \$50,000,000 in financing for projects that the Investor might choose to pursue
9 after January 19, 2018 and without charging interest or taking a share of the profits on the
10 financing he was to provide. The Agreement provided that James would agree to Investor
11 participating in his ventures on a part time basis. The Investor had no experience in the purchase
12 or sale of bullion or in the import and export of precious metals.

14 12. During the course of 2017 and early 2018, James called the Investor and sent a
15 number of texts and emails to describe his progress in his gold purchasing and other ventures.
16 On multiple occasions, James convinced the Investor to wire him additional funds even though
17 earlier promises of capital repayments were not kept. James generally told the Investor that the
18 failed repayment wire transfers were due to the fact that he had been misinformed. Despite
19 James's failed promises and representations, the Investor continued to believe and trust in
20 James. James also requested several advances from the Investor for his personal expenses such
21 as life insurance premiums and his phone bill. In addition to the personal advances, from
22 approximately 2017 to 2018, the Investor gave James about \$500,000 for use in his gold
23 purchase and other ventures.
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1 The offer or sale of said securities by James and Veritas International are in violation of
2 RCW 21.20.140 because no registration or notification of claim of exemption for such offer or
3 sale is on file with the Securities Administrator.

4 The offer or sale of said securities was made in violation of RCW 21.20.010 because
5 James and Veritas International misrepresented and failed to disclose material facts about the
6 gold bullion venture.

7
8 **NOTICE OF INTENT TO ORDER THE RESPONDENT TO CEASE AND DESIST**

9 Based on the above Tentative Findings of Fact and Conclusions of Law, the Securities
10 Administrator intends to order that Respondents James, Veritas International, and their agents
11 and employees each cease and desist from violations of RCW 21.20.010 and RCW 21.20.140.

12 **NOTICE OF INTENT TO IMPOSE FINES**

13 Pursuant to RCW 21.20.395, and based upon the Tentative Findings of Fact and
14 Conclusions of Law, the Securities Administrator intends to order that: Respondents James and
15 Veritas International shall be jointly and severally liable for and shall pay a fine of \$30,000.

16 **NOTICE OF INTENT TO CHARGE COSTS**

17 Pursuant to RCW 21.20.390, and based upon the Tentative Findings of Fact and
18 Conclusions of Law, the Securities Administrator intends to order that James and Veritas
19 International shall be jointly and severally liable for and shall pay the costs, fees, and other
20 expenses incurred in the investigation and hearing of this matter, in an amount not less than
21 \$8,000.
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23 **AUTHORITY AND PROCEDURE**

24 This Statement of Charges is entered pursuant to the provisions of Chapter 21.20 RCW
25 and is subject to the provisions of Chapter 34.05 RCW. The Respondents may each make a

1 written request for a hearing as set forth in the NOTICE OF OPPORTUNITY TO DEFEND
2 AND OPPORTUNITY FOR HEARING accompanying this Order. If a Respondent does not
3 make a hearing request in the time allowed, the Securities Administrator intends to adopt the
4 above Tentative Findings of Fact and Conclusions of Law as final and to enter a permanent order
5 to cease and desist as to that Respondent, to impose any fines sought against that Respondent,
6 and to charge any costs sought against that Respondent.
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8 SIGNED and ENTERED this 1st day of May, 2020.

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11 _____
12 William M. Beatty
13 Securities Administrator

14 Approved by:

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16 _____
17 Suzanne Sarason
18 Chief of Enforcement

19 Presented by:

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21 _____
22 Martin Cordell
23 Financial Legal Examiner

24 Reviewed by:

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26 _____
27 Jack McClellan
28 Financial Legal Examiner Supervisor