



**GRAND COURT OF THE CAYMAN ISLANDS
FINANCIAL SERVICES DIVISION**

CAUSE NO: FSD OF 2025

BETWEEN:

**NICOLA COWAN
MICHAEL PEARSON
(JOINT LIQUIDATORS OF NATURAL CAPITAL LIMITED
(IN OFFICIAL LIQUIDATION))**

PLAINTIFFS

AND:

JOHN ADRIAN BUCK

FIRST DEFENDANT

AND

JOHN ASHLEY BUCK

SECOND DEFENDANT

WRIT OF SUMMONS

TO:

- (1) John Adrian Buck** of 388 Ocean Blv, P6 Long Beach, United States 90802 c/o Nelsons Legal, The Grand Pavilion, 802 West Bay Rd, Grand Cayman KY1-1201, Cayman Islands; and
- (2) John Ashley Buck** of P.O. Box 10291, 203 Whirlwind Drive, George Town, Cayman Islands KY1-1003.

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs in respect of the claim set out on the next page.

Within 14 days (or, if leave is required to effect service out of the jurisdiction, such other period as specified in the attached Acknowledgement of Service of Writ of Summons) after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495G, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

This Writ of Summons was issued by KSG, attorneys for the Plaintiffs, whose address for service is 3rd Floor, One Capital Place, Shedden Road, PO Box 2255, Grand Cayman KY1-1107, Cayman Islands [KM/RE/3942]

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this day of 2025.

NOTE – This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

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STATEMENT OF CLAIM

1. The Plaintiffs are the Joint Official Liquidators of Natural Capital Limited (In Official Liquidation) ("**NCL**").
2. The First Defendant, John Adrian Buck, served as director of NCL from 17 January 2013 until a date presently unknown to the Plaintiffs.
3. The Second Defendant, John Ashley Buck, served as director of NCL from 17 January 2013. He resigned effective 18 December 2018, although he did not provide notice of his resignation until 31 January 2019.
4. Between May 2017 and January 2019, Global Fidelity Bank Limited (In Official Liquidation) ("**GFB**") advanced to NCL a total of US\$2,750,000.00 (the "**Funds**").

The Sale and Repurchase Agreement

5. On 1 May 2017, GFB and NCL entered a Sale and Repurchase Agreement ("**SRA**") and a related Deed of Debenture. Pursuant to such agreements (*inter alia*):
 - a. GFB would provide funding to NCL to enable it to purchase unrefined gold;
 - b. NCL would purchase the gold as agent of GFB, with GFB retaining title to the gold until the purchase price was paid by NCL to GFB;
 - c. NCL was required to maintain the balance of US\$500,000 in a 'Blocked Account' which GFB could draw upon to satisfy NCL's repayment obligations under the SRA; and
 - d. NCL in its Amended Defence of Action 186 (as defined below):
 - i. denies it has, or had, any liability under or obligation to comply with the SRA (based on an assertion that such agreement is terminated through GFB being in breach of its terms); and
 - ii. asserts that it received monetary advances from GFB pursuant to an unparticularised and undocumented 'Line of Credit' type arrangement.
6. It is not disputed by the Defendants that:
 - a. NCL never bought any gold and did not otherwise comply with the terms of the SRA; and
 - b. GFB advanced US\$2,750,000.00 to NCL, which has not been repaid.
7. The Funds were advanced by GFB in tranches over a period from May 2017, with the final advance being in January 2019.
8. In relation to each advance of funds by GFB, and notwithstanding that NCL maintains it never bought any gold pursuant to the SRA, the Defendants caused NCL to provide GFB with an invoice describing the funds as "*Au Purchasing Funds*", noting that Au is the chemical symbol for gold.

9. It is not known to what end, or purpose, or when, NCL deployed the Funds received from GFB.
10. Notwithstanding the Defendants asserting for the first time in August 2019 that;
 - a. NCL was not bound by the SRA; and
 - b. GFB's advances were made pursuant to a line of credit,on 26 September 2019, the Defendants provided an insurance contract with Lockton Companies LLP.
11. This contract was purportedly in compliance with the gold insurance requirements under clause 9.4 of the SRA. However, enquiries confirmed that these policies were not in force as the premiums were not paid.

The Consent Order

12. A Consent Order dated 1 April 2022 (the "**April 2022 Order**") was entered in Grand Court Cause No. 186 of 2019 ("**Action 186**"), which provided for (*inter alia*) the following:
 - a. NCL to pay to GFB the sum of US\$2,750,000.00;
 - b. NCL to pay to GFB pre and post judgment interest at the rate of 8% per annum; and
 - c. NCL to pay GFB's costs of the summons for summary judgment dated 21 May 2021 (being the application which led to the entry of the April 2022 Order).GFB and NCL's respective positions have crystallized in the pleadings and evidence filed to date in Action 186.
13. NCL is indebted to GFB in the amount of US\$2,750,000.00 (plus interest and costs) pursuant to the April 2022 Order. However, NCL has not paid anything to GFB towards settling such liability.

Fiduciary Duties

14. As directors of NCL, the Defendants owed *inter alia* NCL the following fiduciary duties:

- a. A duty to act in good faith at all times;
- b. A duty to act only in such a way as they considered was the best interests of NCL and for the benefit of its shareholders as a whole and to prefer the interest of themselves, and their related parties or any other part over those of NCL;
- c. A duty to exercise powers for a proper purpose;
- d. A duty to act in accordance with NCL's Articles of Association dated 8 January 2013;
- e. A duty to act only within their powers and within the scope of their authority;
- f. A duty to not place themselves in a position where their duty to NCL and their own interest might conflict;
- g. A duty to refrain from self-dealing;
- h. In the event of any conflict or potential conflict arising, a duty to ensure that he disclosed to NCL all those facts in their knowledge and their implications;
- i. A duty without the informed consent of NCL to refrain from making secret profit from transactions with NCL or with third parties with whom he was dealing whether in their capacity as a director of NCL or otherwise;
- j. A duty to account for any such secret profit.

15. The Defendants were not to misuse NCL's funds and/or to ensure that any funds of the Company were used for a proper purpose and not misused, liability for breach of such a duty being the same as the liability of a trustee.

Breach of Duties as Fiduciary or Trustee

16. The Defendants acted in breach of their duties not to misuse funds or to ensure that funds of the Company were not misused but only applied for the Company's proper purposes by dissipating the sums provided to NCL by GFB.
17. In view of their actions whether under the SRA, a line-of-credit arrangement, or otherwise, as summarised above the Defendants acted in breach of their fiduciary duties to NCL.

Particulars

- a. By continuing to request and receive advances of funds from GFB, in circumstances where GFB was clearly and overtly transacting on the basis of the SRA, whereas the Defendants did not consider that to be the case;
- b. By causing NCL to provide GFB with "Au Purchasing Funds" invoices;
- c. By appropriating the funds received from GFB in a manner presently unknown;
- d. By failing to repay anything to GFB (whether under the SRA, a line-of-credit arrangement, or otherwise);
- e. By causing NCL to incur increasing credit charges under the SRA (on GFB's case) or under a line-of-credit arrangement (on NCL's case);
- f. By failing to comply with the terms of the SRA, without first:
 - i. taking steps to bring that agreement to an end, and/or
 - ii. presumably, seeking legal advice as to NCL's legal obligations and options available to it in connection with the SRA;
- g. By causing NCL to suffer a judgment debt and financial liability as contained in the April 2022 Order; and

- h. By failing or refusing to cause NCL to satisfy its obligations toward GFB under the April 2022 Order, thereby making NCL insolvent or at least putting NCL at risk of insolvency,

(together, the "**Relevant Conduct**").

Good Faith Duty and Proper Purpose Duty

- 18. The Defendants have not shown that they have held an honest, subjective belief that the Relevant Conduct was in the best interests of NCL. The Defendants exposed NCL to significant cost, financial liability and insolvency by acting contrary to the SRA and by seemingly causing NCL to suffer a large financial obligation under the April 2022 Order, without seemingly having any intention to pay such an amount.
- 19. The Plaintiffs deny that, as is being alleged by the Second Defendant, he lacked knowledge of the manner in which the Funds were misused. The Plaintiffs rely on documentary evidence which supports that the Second Defendant had involvement in, or oversight of, substantial financial transactions during his tenure as a director of NCL. Given the scale, regularity, and documented support surrounding the transfer of these Funds, it is not credible to assert that the Second Defendant was unaware of their misuse. The nature and extent of the transactions clearly falls within the scope of his fiduciary responsibilities. The Second Defendant either knew or ought to have known of the destination and application of the Funds, and his resignation does not absolve him of liability for actions and decisions undertaken while he remained in office.
- 20. The Defendants have not made the Plaintiffs aware of any collateral benefit to NCL. Further, upon their appointment as JOLs, the Plaintiffs have not been provided with any evidence to support that the Defendants were:
 - a. Acting in the best interests of NCL;
 - b. Acting for legitimate purposes; and
 - c. Not deliberately concealing any fact relevant from the Plaintiffs in relation to the claim that the Defendants breached their duties as directors of NCL.

Limitation

21. Regarding the Defendants' breaches of fiduciary duties and its limitation period, the Plaintiffs rely on section 27 and 37 of the Limitation Act (1996 Revision).

Section 27 of the Limitation Act (1996 Revision)

22. Section 27(1) provides, relevantly, that:

"No period of limitation prescribed by this Law applies to an action by a beneficiary under a trust, being an action —

(a) in respect of any fraud or fraudulent breach of trust to which the trustee was a party or privy;..."

23. This section expressly removes any limitation period from applying in respect of a beneficiary under a trust claiming in respect of a fraudulent breach of trust involving the trustee. A "trustee" in section 27 applies in respect of a company director based on the fiduciary nature of its role. A company bringing a claim against a director for breach of fiduciary duty can rely on s.27(1)(a) of the Limitation Act, with the effect being that such a claim does not face any limitation period, provided that the breaches were "fraudulent".

24. As previously noted, the Defendants have failed to provide any evidence that contradicts the assertion that (i) a breach of good faith duty has occurred or (ii) that the monies were used for fraudulent purposes. The Plaintiffs require full access to the Defendants' documents, or an oral examination with the Defendant, to substantiate their claim in full.

Section 37 of the Limitation Act (1996 Revision)

25. Section 37(1) and (2) provide that if the Defendants have deliberately concealed any fact relevant to NCL's claim against them for breach of duty, the 6-year time limitation does not commence to run until NCL discovers (or with reasonable diligence could have discovered) that/those fact(s).

26. Where the Defendants deliberately breached their directors' duties, in circumstances where such breaches were unlikely to be discovered for some time, that automatically constitutes a deliberate concealment of the facts involved in those breaches.

27. However, the Plaintiffs are presently unable to form conclusive views as to breaches of those duties because the Plaintiffs do not have visibility of all the documentation and correspondence regarding the SRA and the way the Funds were appropriated

Request for account of the Funds

28. At all material times, the Defendants, as directors of NCL, were responsible for the receipt, control, and application of the Funds.

29. The Defendants jointly and severally caused NCL to issue invoices to GFB describing these advances as "Au Purchasing Funds," although no gold was ever purchased.

30. The Defendants failed to ensure proper accounting of the Funds. The Plaintiffs do not know:

- a. The purpose for which the Funds were applied;
- b. The ultimate destination of the Funds; and
- c. Whether the Funds were applied for the legitimate benefit of NCL.

31. The Defendants have failed and refused to provide a proper account to NCL or the Plaintiffs despite requests.

32. This claim necessarily involves the taking of an account of the Defendants' dealings with the Funds and the application or misapplication thereof.

STATEMENT REGARDING INTEREST

33. The Plaintiffs claim interest pursuant to the *Judicature Act (2021 Revision)*, and the *Judgment Debts (Rates of Interest) Rules (2021 Revision)*, alternatively pursuant to the Court's equitable jurisdiction, compounded in equity at quarterly rests, alternatively at common law, for such period and at such rate as the Court thinks just.

AND THE PLAINTIFFS CLAIM:

- (1) An order for the taking of a full account evidencing how and where the Funds were used by the Defendants in their roles as directors of NCL and payment of whatever sums are found to be due on the taking of such account;
- (2) A declaration that the Defendants have acted in breach of their fiduciary duties to NCL;
- (3) An order for payment of equitable compensation or damages by the Defendants to NCL for their breach of fiduciary duties arising from the Defendants' failure to provide evidence to support that the monies under the SRA, a line-of-credit arrangement, or otherwise were used in the best interests of NCL and not for fraudulent purposes;
- (4) Pre and post judgment interest on sums the found due to the Plaintiffs for such periods as the Court orders to the date of judgment;
- (5) Such further and other relief that the Court deems fit; and
- (6) Costs.

DATED this 25th day of July 2025



KSG
Attorneys for the Plaintiffs

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendants or by the Defendants if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e., the words "Statement of Claim" appear on the top of page 3), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendants.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendants' goods may be applied for where the Defendants are unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendants desire to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

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FINANCIAL SERVICES DIVISION****CAUSE NO: FSD OF 2025****BETWEEN:**

**NICOLA COWAN
MICHAEL PEARSON
(JOINT LIQUIDATORS OF NATURAL CAPITAL LIMITED
(IN OFFICIAL LIQUIDATION))**

PLAINTIFFS**AND:****JOHN ADRIAN BUCK****FIRST DEFENDANT****AND****JOHN ASHLEY BUCK****SECOND DEFENDANT****ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest or otherwise participate in the proceedings (tick appropriate box)

☐ yes ☐ no

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)

☐ yes ☐ no

Service of the Writ is acknowledged accordingly

(Signed).....
Attorney for First Defendant

(Signed).....
Attorney for Second Defendant

Please complete overleaf

Notes on address for service

Attorney: where the Defendants are represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, they must give their post office box number and the physical address of their residence or, if they do not reside in the Cayman Islands, they must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Endorsement by plaintiffs' Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

KSG Attorneys at Law
3rd Floor
One Capital Place
Shedden Road
PO Box 2255
Grand Cayman KY1-1107
Cayman Islands

Endorsement by first defendant's Attorney (or by first defendant if suing in person) of his name, address and reference, if any, in the box below.

Endorsement by second defendant's Attorney (or by second defendant if suing in person) of his name, address and reference, if any, in the box below.