

**My name is Nico Niemand. I am just an ordinary South African Citizen but will fight corruption till I die!**

**I state that the contents hereof are true and correct to the best of my knowledge and fall within my personal knowledge except where indicated otherwise**

## **IN THE INTEREST OF THE PUBLIC**

### **1. MEET THE SCUM@FIRST NATIONAL BANK**

- Finally after **1025 days**, CEO Michael Jordaan referred me to Shaun Chelin (Head of FNB Legal) to discuss the vendetta the bank had against me!
- No one from FNB responded to my cry for help. I even asked the following CEO's for assistance; Sizwe Nxasana (CEO First Rand), Johan Burger, Ben vd Ross, Laurie Dippenaar, Paul Harris, Viv Bartlett and Janneman Kleynhans, but no one responded.
- I also asked FNB Care Centres to assist but with no avail.
- I have tried all avenues to communicate with the bank, but this bank with the slogan **“ How can we help You”** did nothing to help me!

# **PROOF OF THEFT, LIES, FRAUD AND CORRUPTION BY FNB!!!**

**2.Wendy Zulu - (HEAD OF LEGAL LIED TO CARTE BLANCE)**

**See Evidence below**

**Evidence to proof that Wendy Zulu lied.**

- **Please look specifically at question 4 of the lie about the sale of 120 Collins street, Brixton that costs me millions.**

Questions asked by Amalia Christoforou  
(CARTE BLANCHE) to  
Mr Jan Kleynhans (CEO FNB Home loans)

Question 1

Why were Nico's two settlement offers not accepted  
*before* the court date on the 5th of October 2010?

Wendy Zulu Head of Legal, Risk & Compliance FNB  
Homeloans replies.

***His statement that we did not accept his settlement  
offers is completely untrue.***

***The Accurate truthful version backed up by evidence is as  
follows by Nico Niemand***

***COURT PROCEEDINGS!***

*" On Tuesday the 5th of October 2010 I arrived at the High Court in Pretoria with my legal representative and my Advocate. Judge Webber indicated to both parties that he would prefer a settlement and requested the FNB and I meet outside the court room with a view of settling this matter.", "I must just point out the following:- the judge was extremely critical of FNB's attitude and approach in regards to this matter. He indicated from the bench that he is highly unsatisfied that FNB would not accept my settlement proposal and seems to be hell bent on ensuring that I lose my property.", I quote the following phrases which the judge made from the bench:- "FNB you want to take to take this poor man's property", "You are a financial institution and the applicant is offering to pay you all the arrears", "You are a financial institution there to make money, not to take property away from people, OUT MY COURT!, OUT MY COURT!"*

*Once the judge made these comments i was then advised that they would now be prepared to settle and eventually a settlement was reached....*

***The Accurate truthful version backed up by evidence is as  
follows by Nico Niemand***

Attached two settlements offered by myself( Mr N. Niemand)  
to FNB before the court date (5 October 2010) see Annexure D & E

## Question 2

Why was 120 Collins Str Brixton sold on auction when Nico had a buyer willing to pay R735 000 and proof given thereof to the bank?

Wendy's answer: "The bank wanted guarantees..."

*The Accurate truthful version backed up by evidence is as follows by Nico Niemand*

They wanted guarantees for R735 000 but only asked for these guarantees on the 8th of December 2010. Mr Rapoo (FNB) originally only wanted proof of deposit and proof of where balance of purchase price will be coming from to cancel the sale.  
Proof

The bank wanted proof of deposit and proof where other monies were coming from ( Find attached) see Annexure F & G

## Question 3

Why was the property sold to Phiri again when he had not been able to come up with the necessary guarantees for 2 years?

*FNB. We were not aware of the relationship between Mr Jantjies and Mr Phiri*

*The Accurate truthful version backed up by evidence is as follows by Nico Niemand*

Jantjies sold to Phiri just after December 2009. Mrs Mariaan Van Der Bergh ( Van Hulsteyns Attorneys) worked over 24 months with both clients, **FNB Lying again.**

#### Question 4

Why were the e-mail and sms to Nico informing him that he needed to pay the full arrears amount sent so close to the deadline and even after the deadlines?

***FNB reply: On 24 November 2011 an email was sent to the customer by Amelia Du Buisson that the sale had been set aside and informing him of the new sale date.***

Find Attached E-mail and sms and proof from the sheriff that the property was sold on the 24th November 2011 and not canceled as stated by FNB see Annexure H

#### Question 5

Amalia Christoforou - Carte Blanche - Why was Nico not notified of the court ruling reversing the sale and putting the property back in his name on the 4th of October 2011 that would give him 50 days in which to resell his property?

***FNB - No reply to this Question***

#### Question 6

Amalia Christoforou - Carte Blanche - Did FNB instruct Van Hulsteyns Attorneys not to let Nico know, Due to the fact that he had started a website ([HTTP://www.rottenbank.co.za/](http://www.rottenbank.co.za/)) allegedly badmouthing FNB and describing his experience regarding his property and sales in execution thereof?

***FNB reply- "FNB would never act in such a manner."***

***The Accurate truthful version backed up by evidence is as follows by Nico Niemand***

Nico - Mariaan Van Der Bergh (Van Hulsteyns Attorneys) confirmed to me on the 24 November 2011 that they were told by FNB not to tell me about the court order in my favour.

On the day of the auction 24 November 2011 Amalia Christoforou - Carte Blanche phoned FNB attorneys to ask them why I (Nico Niemand) was not notified about the auction.

Attorneys Answer - Nico was suppose to read about it in the news paper.

BUT

Now they claim that the e-mail and sms that was sent to me, confirmed a new sale date

Find Attached e-mail and sms

Does this sms & e-mail say anything about a new sale date.

***WHY ALL THE LIES FNB!!!!***

4.3. The effect of this is that the First and Second Respondents have no contractual obligations to fulfil towards the Third Respondent in the event of an order being granted as prayed for;

I have also instructed my attorney of record, Mr Ben Steyn, to make a with prejudice offer of settlement to the First Respondent in order to ensure that I did not lose the property and the inherent value contained therein. My attorney telephoned Mr J Saunders an attorney at Hack Stupel & Ross on 28 September 2010 and tendered payment of the full arrear amount as well as the next instalment on the bond account to the First Respondent. He also tendered, on my behalf, payment of all the First Respondent's legal costs including the Second Respondent's fees and commission;

4.5. This tender would place the First and Second Respondents in a position where they can suffer no conceivable prejudice if the sale is set aside. However, Mr Frances informed my attorney that the First Respondent had no interest in settling the matter due to the fact that there was a 'history' between us and that the First Respondent was very upset with me. My attorney then placed this conversation and the with prejudice settlement proposal on record in a letter, a copy whereof I annex hereto as Annexure "B";

4.6. Since then my attorney has, on my behalf, tendered payment of the bond instalments for a year in advance in a conversation with Mr

TA

Frances on 29 September 2010. This tender was also rejected out of hand as the First Respondent's attitude was that they would take their chances at Court. I have paid the sum of R43 000.00, representing the arrears of approximately R25 000.00 and instalments for 12 months of R1 500.00 each, into my attorney's trust account for the benefit of the First Respondent. I repeat my tenders as set out above and annex hereto a confirmatory affidavit by Mr Ben Steyn in respect of the allegations herein;

4.7. The First Respondent's stance is, to say the least, perplexing and shows its mala fides herein. The tender, together with the Third Respondent's willingness to cancel the sale, will take care of any potential prejudice that the First Respondent can suffer. All my respective bond accounts in respect of all my other properties with the First Respondent have been brought up to date and I am now in a financial position to comply with my future obligations in terms thereof. Notwithstanding this, the First Respondent wants me to suffer a loss of about R1 000 000.00 regarding the equity in the property which forms the subject matter of this application;

4.8. I reiterate that I accept that I was at fault in the past however this was mainly due to the downturn in the economy and the fact that I had to spend a huge amount of money to fight the arbitration in respect of the property when I derived no income from it whatsoever. I have always been willing to pay the amounts agreed upon with the First Respondent

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IN THE HIGH COURT OF SOUTH AFRICA  
WITWATERSRAND LOCAL DIVISION

DX 53 NELSON MANDELA SQUARE

IN THE MATTER BETWEEN :

CASE NO : 16648/99

FIRST RAND BANK LIMITED, TRADING INTER  
ALIA AS FIRST NATIONAL PROPERTIES (FORMER)

PLAINTIFF

and  
NIEMAND: NICOLAAS CHRISTIAAN  
(I.D. 6609025062086)

DEFENDANT

T.A.X. I N V O I C E

(REG. NO. 4250141902)

ERF 566, BRIXTON TOWNSHIP

The abovementioned property was sold in execution on 24/11/2011.

Please proceed with transfer documentation and forward same for signature  
A signed copy of Conditions of Sale attached.

Selling price R 321,000.00 Deposit R 32,100.00

Commission R 8,750.00 + 14% VAT R 1,225.00 = R 9,975.00

THE PURCHASER: FABIAN PHIRI

The Purchaser must guarantee the balance of the purchase price plus  
interest in terms of the Conditions of Sale.

NOTE : WHEN THE GUARANTEE IS TO BE PAID OVER PLEASE USE  
THE CASE NUMBER FOR REFERENCE.

Exposition of cost:

consideration of Sale Notices and Adverts R 55.00

Return R 23.00

TOTAL R 78.00 + R10.92 VAT = R88.92

Dated at Johannesburg this 25th November 2011



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Attorneys : VAN HULSTEYNS ATTORNEYS  
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SANDTON 2146

INVOICE NO: 359895  
SHERIFF JHB. NORTH  
35 RISSIK STR. SURREY HOUSE  
1ST FLOOR - SUITE NO 2  
P.O. BOX 9025 JHB 2000

Your ref.: ALETTA/FC562/105625/ADJ LEGG

Tel (011) 492-3040/2

Our ref.: 030/020016/U1

Fees R 78.00 R 10.92 Vat = R 88.92 Fax (011) 492-3051