

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

**LYNN LOIZAKOS (FNB EMPLOYEE) LIED IN HIGH COURT!**

**A meeting was held between myself and Lynn Loizakos from FNB to discuss my property issues on the 8th of June 2010. Lynn Loizakos and Amelia Du Buisson told me that day they will find a solution to my property problems. Lynn patted me on my shoulder and told me that everything will be ok, but in the meantime she *immediately* went behind my back and arranged for all my properties to go on auction.**

**The precise arrangement we actually had was that she will inform me of the (46/11- the reversal of one of my properties back into my name) and that I will then settle all my arrear accounts when the property was sold).**

**Lynn knew on the 8<sup>th</sup> of June that the (46/11) was to take place on the 10<sup>th</sup> but again she withheld the truth from me to insure I lose more money. Lynn never contacted me as she promised and only when I went passed one of my properties at the end of August, I realised she has auctioned the house in 110 Barnes street, Brixton.**

**I immediately started legal proceedings to save my house and which cost me R100 000 to fight this in court. I won this case in court and FNB was instructed by the Judge to leave his courtroom.**

**In Lynn' (FNB) affidavit to the Judge she stated that she has given me time to settle the account up until the 30<sup>th</sup> of June 2010, but this was a total lie.**

**In 2013, I did some research and asked for the court documents "returns of service" from High Court and can now proof the lies of FNB lying in High Court (Case no 55179/2010/High Court South Africa, North Gauteng High Court Pretoria).**

***Again I just want to clarify that this was never the arrangements we agreed upon but that I will only settle the account when the reversal of 120 Collins was done in court.***

**See Evidence below (affidavit by Lynn)**

- **Please note that Lynn stated in her affidavit in High Court that she gave me time until the 30<sup>th</sup> of June 2010 to settle my arrears, but this was a lie and this was never the arrangement we agreed upon.**

**Evidence (Notice by Sherriff on 25<sup>th</sup>)**

- **Please note above the court document on 110 Barnes delivered by the Sherriff and dated 25<sup>th</sup> June 2010. This clearly states that Lynn according to her affidavit lied and that she made arrangements to auction this property just after our meeting and that she NEVER intended to give me time to settle.**
  - **Please find below the court order for the (46/11) granted on the 10<sup>th</sup> of June 2010, 2 days after our meeting**
  - **Evidence (court document) 9 June 2010 Van Hullsteyns**

**Please find below proof that Lynn did not keep to her promise to wait for the (46/11) to be granted, but instead immediately arranged for another auction on my property where I reside.**

17.4 The Applicant was to pay the balance of the arrears on the relevant account, which amounted to R20,554.20 (TWENTY THOUSAND FIVE HUNDRED AND FIFTY FOUR RAND AND TWENTY CENTS), together with the monthly instalment of R2,916.25 (TWO THOUSAND NINE HUNDRED AN SIXTEEN RAND AND TWENTY FIVE CENTS), on or before 30 June 2010;

17.5 Should the Applicant not pay the balance of the arrears and the instalment due on or before 30 June 2010 as stated in paragraph 17.4 *supra*, the First Respondent will proceed with the further sale in execution scheduled, without further notice to the Applicant.

18.

On 9 June 2010 the Applicant called me telephonically and informed me that he made the R10,000.00 payment. I accordingly instructed the First Respondent's attorneys to cancel the sale in execution scheduled for 10 June 2010.

19.

The Applicant did however breach the terms of the agreement entered into with me as aforesaid, by failing to make any further payment of whatsoever nature. I accordingly instructed the First Respondent's attorneys to proceed with a further sale in execution.

IN THE HIGH COURT OF SOUTH AFRICA  
TRANSVAAL PROVINCIAL DIVISION

F4 //DX 89 PTA

THE MATTER BETWEEN :

CASE NO : 15535/2004

FIRSTSTRAND BANK LTD (FORMERLY KNOWN AS  
FIRST NATIONAL BANK OF SOUTHERN AFRICA)

PLAINTIFF

and  
NICOLAAS CHRISTIAAN NIEMAND  
(ID NO 660902 5062 08 06)

DEFENDANT

T.A.X. I N V O I C E (REG.NO. 4250141902)

FRF 74 BRIXTON TOWNSHIP

The annexed NOTICE OF SALE IN EXECUTION was served on the DEFENDANT at  
110 BARNES STREET, BRIXTON

by affixing a copy thereof to the PRINCIPAL DOOR at the DEFENDANT'S  
place of RESIDENCE.

Service was effected in terms of RULE 9(6), as after a diligent search, I  
was unable to find any responsible person at the above address to accept  
service on behalf of the DEFENDANT, as the premises were found to be  
locked and unattended.

DATE OF SERVICE: 25/06/2010 AT 9H00

FEES:	
SERVICE	R 40.00
TRAVELLING	R 39.00
RETURN	R 21.00
TOTAL	R100.00

2010-06-30  
SHERIFF

Dated at Johannesburg this 28th June 2010

Attorneys : HACK STUPEL AND ROSS  
P O BOX 2000  
PRETORIA 0003  
VAT 4410108601 0000

INVOICE NO: 289920  
SHERIFF JHB. NORTH  
35 RISSIK STR. SURREY HOUSE  
1ST FLOOR - SUITE NO 2  
P.O. BOX 9025 JHB 2000

Your ref. : DU PLOOY/6P5905/LVDM  
ref. : 030/070011/TH35

Tel (011) 492-3040/2

IN THE SOUTH GAUTENG HIGH COURT  
(JOHANNESBURG)

CASE NO: 1999/16648

P/H NO: 0

JOHANNESBURG, 10 June 2010  
BEFORE THE HONOURABLE JUDGE MOKGOATLHENG

In the matter between:-

DAVID FREDERICK ESTERHUIZEN  
for and on behalf of  
THE SHERIFF OF THE HIGH COURT  
JOHANNESBURG NORTH

Applicant

and

NIEMAND NICOLAAS CHRISTLAAN

1<sup>st</sup> Respondent/Defendant

JANTIES ASHANDA NATASIA

2<sup>nd</sup> Respondent/Purchaser

FIRSTRAND BANK LIMITED (trading inter  
alia as FNB HOME LOANS) (formerly FIRST  
NATIONAL BANK OF SOUTHERN AFRICA LIMITED)

3<sup>rd</sup> Respondent/Plaintiff

In re:

FIRSTRAND BANK LIMITED (trading inter alia  
as FNB HOME LOANS) (formerly FIRST NATIONAL  
BANK OF SOUTHERN AFRICA LIMITED)

Plaintiff

and

NIEMAND NICOLAAS CHRISTIAAN

Defendant

HAVING read the documents filed of record and having considered the matter:-

THE COURT GRANTS AN ORDER:-

1. Cancelling the Agreement of Sale entered into between the Applicant and the Second Respondent on the 10<sup>th</sup> of December 2009.
2. Directing that the costs of this application being an amount of R27 200.00 be borne by the Second Respondent, which amount must be paid by the Sheriff from the Sheriff's Trust Account ("trust account"), the said amount having been paid into the trust account by the Second Respondent on 10 December 2009.

BY THE COURT

REGISTRAR

/sg

