



Our Ref : MR B LANHAM-LOVE/ab/W1713
Your Ref :

14 November 2007

To : MR C H CORNWALL
7, TERRACE HILL ROAD
SILVERHURST ESTATE
CONSTANTIA

(CHOSEN DOMICILIUM CITANDI ET EXECUTANDI)

AND 5, HILLWOOD CRESCENT
BISHOPS COURT
CONSTANTIA

(CHOSEN DOMICILIUM CITANDI ET EXECUTANDI)

SERVICE PER SHERIFF

Dear Sir

OUR CLIENT: FIRSTRAND BANK LIMITED trading as WESBANK

RE: NOTICE OF DEFAULT IN TERMS OF THE NATIONAL CREDIT ACT (NCA) 2006

- 1 As you are no doubt aware, you are liable to our client in respect of various Instalment Sale and Lease Agreements. Details of the agreements and your outstanding obligations in regard thereto are set out in the table attached as annexure "A" hereto.



- 2 According to our client's records you are in arrears with respect to the payments required under the agreements in the amounts reflected in column 3 of annexure "A" hereto.
- 3 The number of instalments/rentals that have not been paid with respect to each agreement is set out in column 4 of annexure "A".
- 4 The amount of the next instalment/rental in respect of the agreements is set out in column 5 of annexure "A".
- 5 The total balance outstanding in respect of the agreements is set out in column 6 of annexure "A".
- 6 Please contact the writer within ten (10) business days of your receipt of this letter to make arrangements for repayment of all arrear amounts under the agreements. If you fail to make such arrangements suitable to our client you have the following options under Section 129(1)(a) of the National Credit Act of 2006 (hereinafter referred to as the "NCA"):
 - 6.1 Pay the full arrears due in respect of the agreements within ten (10) business days of your receipt of this letter; or
 - 6.2 You may within ten (10) business days of your receipt of this letter refer the agreements to a Debt Counselor, alternatively a Dispute Resolution Agent, consumer court or ombud with jurisdiction, in order to resolve any dispute under the agreements or to develop and agree a payment arrangement to bring the arrear amounts under the agreements up to date.
- 7 Should you choose to refer the agreements to a Debt Counselor, you shall be liable to pay an application fee to the Debt Counselor as prescribed by Schedule 2 to the regulations under the NCA.

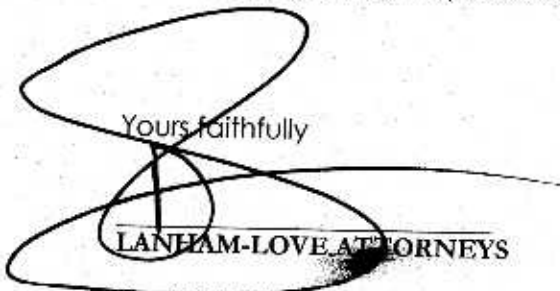


- 8 Please note that in terms of Section 88 of the NCA you may not incur any further debt under any credit facility, which includes a credit card, or enter into any further credit agreement/s, until your application for debt review has been finalised or you have fulfilled all of your obligations in respect of the agreements.

- 9 We record that as of the date of this notice you have been in default with respect to your obligations with regard to the agreements listed in annexure "A" for a period in excess of twenty (20) business days. Please take further notice that in terms of Section 123 and 130 of the NCA should you fail to respond to this notice and/or remain in default under the agreement/s for a further period of at least 10 days from the date of delivery of this notice the affected agreements may be terminated and necessary legal proceedings will be instituted against you. Such proceedings may include, but not be limited to, an application for return of the subject matter of the agreement/s and/or the institution of an action for the recovery of damages suffered by our client as a result of your default under the agreements.

- 10 **NOTE:** Details of the non-payments by you may be reported to Credit Bureaus. Such reporting may adversely affect your credit rating.

Yours faithfully



LANHAM-LOVE ATTORNEYS

Per: MR B LANHAM-LOVE

RECEIVED ORIGINAL HEREOF ON _____ 2007.
NAME: _____
IDENTITY NUMBER: _____
SIGNATURE: _____
TIME: _____



ANNEXURE "A"

MR C H CORNWALL					
COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6
AGREEMENT NO.	DESCRIPTION OF ARTICLE	ARREARS AMOUNT AS AT 13 NOVEMBER 2007	NUMBER OF INSTALMENTS IN ARREARS	AMOUNT OF NEXT INSTALMENT	BALANCE OUTSTANDING
CSA131-0002J	TOYOTA HILUX 4.0 V6 D/C 4X4	R22 402,00	3.1	R7 074,30	R255 854,68
CSA131-0003H	MINI MARK II COOPER S	R17 287,40	3.3	R5 205,67	R199 485,85
BCZ 3144W	PORSCHE 911 CARRERA (997)	R99 324,72	5	R19 516,41	R1 503 048,67
LGT 2638DW	LAND ROVER RANGE ROVER SPORT 4.2 V5 SC	R41 487,41	3	R13 824,20	R931 928,01

FIRST RAND BANK LIMITED T/A WESBANK A/S

Applicant

and

CH CORNWALL

Respondent

AFFIDAVIT


I, **DEAN SWARTZ**, declare as follows:

- 1 I am a courier driver, employed as such at Send & Receive.

- 2 On 14 November 2007 at 14h50 I served the Notice of Default in terms of the National Credit Act (NCA) 2006, together with annexure thereto, on C H Cornwall by delivering a copy thereof to Jonathan Dyson, the security officer on duty at 7 Terrace Hill Road, Silverhurst Estate, Constantia. I obtained his signature on the waybill, a copy of which is annexed hereto marked "A", in acknowledgement of receipt.

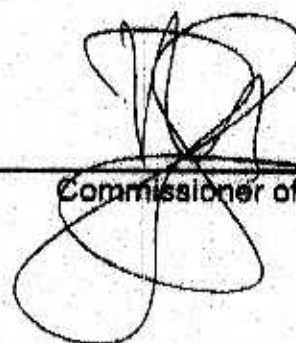
- 3 On the same day, I proceeded to attempt to serve a copy of the same document at 5 Hillwood Crescent , Bishop Court, Constantia but was informed by the present occupier that Mr Cornwall did not reside there anymore. I nevertheless attach a copy of the waybill which is annexed hereto marked "B".





I certify that the deponent has acknowledged that he knows and understands the contents of the foregoing declaration which was taken by the administration of the prescribed oath at Cape Town on 20 NOVEMBER 2007.

MARCO ZUMPT
Commissioner of Oaths
Attorney, RSA
5th Floor, Church Street
Cape Town



Commissioner of Oaths





International & Domestic Courier

Gemin Moon Trading SA (Pty) Ltd T/A
Call: +27 82 853 4089
Tel: +27 21 559 7900
Fax: +27 21 559 7928
Email: dlrnt@sendreceive.co.za

051431

BILLING COPY

Account Number		Origin		Destination City/Town	
FROM: Parsons Ind Company Spasol, Town, City, Province, Postal Code KRITZINGER & Co. 33 CHURCH STR. CPT					
Sender Name			Receiver Name		
Tel Number			Sender Ref.		
Special Instructions: DOCS					
DOMESTIC		INTERNATIONAL			
Same Day Express	<input checked="" type="checkbox"/> (M)	Customer Docs	<input type="checkbox"/> (M)	Actual Weight	40.30
Early Bird	<input type="checkbox"/> (M)	Transfer Parcels	<input type="checkbox"/> (M)	Vol Weight	Charges
Overnight Express	<input type="checkbox"/> (M)	Accounting	<input type="checkbox"/> (M)	Insurance Required	Yes <input checked="" type="checkbox"/> (M)
In City	<input type="checkbox"/> (M)	Highweight	<input type="checkbox"/> (M)	Insurance Value	Yes <input type="checkbox"/> (M)
Economy	<input type="checkbox"/> (M)	Re-mail	<input type="checkbox"/> (M)	Hazardous Goods	Yes <input type="checkbox"/> (M)
Saturday Services	<input type="checkbox"/> (M)	Insured	<input type="checkbox"/> (M)	RECEIPT PROOF OF DELIVERY	
Sender's Name		CARRIER 1		CARRIER 2	
Print Name, Date and Time		Originals Retained: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Collected by: DOCS		Recalled in Good order and condition: Signature: [Signature] Print Name: [Name] Date: 10/11/07 Time: 10:53	
We have seen and agreed to the terms & conditions of carriage M. Zund 14.11.07 15:24					

[Handwritten signature]

[Handwritten signature]

B

051432

PARCEL COPY

General Moon Trading 51 (Pty) Ltd T/A
 Call: +27 82 853 4089
 Tel: +27 21 558 7800
 Fax: +27 21 559 7926
 Email: info@generalmoon.co.za



Account Number		Origin		Destination	
FROM: P.O. addresses and Company Street, Town, City, Province, Postal Code KLOTZINGER & Co. 33 CHURCH STR. CAPT MR. C.H. CARUMI 5 HILLWOOD CRESCENT BISHOPS CUILT CONISTANTIA					
Sender Name		Sender Ref		Receiver Name	
Special Instructions: Docs					
DOMESTIC		INTERNATIONAL		Description of Contents	
Same Day Express	SEK Courier Boxes	EU		Width	Depth
Early Post	EPB Courier Boxes			40	30
Overnight Express	OMV Mailbags				1
At City	MC Mailbags			Actual Weight:	Charges:
Excess	EC Mailbags			0.5	
Specialty Services	SAT Express			Yes	
Senders Name M. Zumpt 14.11.07 15:24		No of Pieces: 1		Insurance Required: Yes	
Print Name, Date and Time M. Zumpt 14.11.07 15:24		Insurance Value: Yes		Hazardous Goods: Yes	
We have seen and agreed to the facts & conditions of carriage		Received for Global on company premises: Signature:		Print Name: M. Zumpt	
		Date: 14.11.07		Time: 15:24	

TOTAL P.05
 #3782-005