

# Swaziland Government Gazette

VOL. XXXVI] MBABANE, Friday, February 20th., 1998 [No. 331

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PUBLISHED BY AUTHORITY

#### 104

# NOTICE

Notice is hereby given that I, Dumsane Dingizwe Hedzane of Hhohho Region intend to apply to the Honourable Minister for Justice of the Kingdom of Swaziland for authorisation to assume the surname Dlamini after the fourth publication of this notice in each of the four consecutive weeks in the observer and times of Swaziland Newspapers, being two newspapers circulating in the Region where I reside and designated for this purpose by the Regional Secretary for the Hhohho Region and in the Government Gazette.

The reason I want to assume the surname is because Dlamini is my natural surname.

Any person or persons likely to object to my assuming the surname Dlamini should lodge their objections in writing with me at the address given below and with the Regional Secretary for Hhohho Region.

> Phocweni Post Office Via Manzini

> > L90 4x20-02-98

# NOTICE

#### CITY COUNCIL OF MBABANE

(Pursuant to section 79(2) of Act 8 of 1969)

Notice is hereby given that pursuant to section 79(2) of Act No. 8 of 1969 the Council proposes to make a by-law or amend the by-law in respect of fees and charges (service charges).

A copy of this notice and the proposed by-law shall be exhibited at the offices of the Council, Civic Centre, Warner Street Mbabane for a period of one month from the date of publication of this notice.

Any person(s) wishing to object to the making of such by-law is by this notice invited to lodge his or her objection in writing with the Town Clerk at the address given below before or on 10th March, 1998.

Dated at Mbabane this 9th day of February, 1998.

G. MHLONGO Town Clerk/Chief Executive Officer P.O. Box 1 Mbabane

L173 2x20-02-98

#### NOTICE

#### ESTATE LATE: MOSES MFANUBOVU NKONYANE ESTATE NO. EM119/97

Notice is hereby given that in terms of Section 51 bis of the Administration of Estates Act No. 28 of 1902 that the First and Final Liquidation and Distribution Account will lie open at the office of the Master of the High Court of Swaziland, Mbabane for a period of 21 (twenty one) days from date of publication of this notice.

Any person objecting to the account may lodge his/her objection in writing in duplicate with the Master of the High Court at any time before expiry of the said period.

JOANA MAVUSO Mahlangatsha Methodist School P.O. Mahlangatsha

L206 20-02-98

#### 105

# NOTICE

Notice is hereby given that I, Richard Sangweni of Shiselweni Region intend to apply to the Honourable Minister for Justice of the Kingdom of Swaziland for authorisation to assume the surname Dlamini after the fourth publication of this notice in each of the four consecutive weeks in the observer and times of Swaziland Newspapers, being two newspapers circulating in the Region where I reside and designated for this purpose by the Regional Secretary for the Shiselweni Region and in the Government Gazette.

The reason I want to assume the surname is because Dlamini is my natural surname.

Any person or persons likely to object to my assuming the surname Dlamini should lodge their objections in writing with me at the address given below and with the Regional Secretary for Shiselweni Region.

> P.O. Box 179 Nhlangano

> > L124 4x27-02-98

#### NOTICE

#### ESTATE LATE: DANIEL DANNY M. SIMELANE ESTATE NO. ES87/97

Notice is hereby given that in terms of Section 51 bis of the Administration of Estates Act No. 28 of 1902 that the First and Final Liquidation and Distribution Account will lie open at the office of the Master of the High Court of Swaziland, Mbabane for a period of 21 (twenty one) days from date of publication of this notice.

Any person objecting to the account may lodge his/her objection in writing in duplicate with the Master of the High Court at any time before expiry of the said period.

GRETTA SIMELANE P.O. Box 474 Nhlangano

L210 20-02-98

#### NOTICE

#### ESTATE LATE: ROBERT BOY KHUMALO ESTATE NO. ES114/97

Debtors and Creditors in the above estate are hereby required to lodge their claims with and pay their debts to the undersigned within (30) thirty days from date of publication hereof.

ENOCK SIMELANE P.O. Box 650 Nhlangano

L209 20-02-98

#### NOTICE

#### ESTATE LATE: PHOLILE NKOSINGIPHILE MTSETFWA ESTATE NO. L80/97

Debtors and Creditors in the above estate are hereby required to lodge their claims with and pay their debts to the undersigned within (30) thirty days from date of publication hereof.

PHUMZILE MTSETFWA P.O. Box 2108 Manzini

L201 20-02-98

#### 106

#### NOTICE

Notice is hereby given that we intend applying for a certified copy of Deed of Transfer No. 428/1996 dated the 15th August, 1996 in favour of ROBERT MQINISILI DLAMINI (born on the 12th day of January, 1948), in respect of:

1. CERTAIN: Portion 4 of Farm No. 1214, situate in the District of Hhohho, Swaziland;

MEASURING: 85,7457 (Eight Five Comma Seven Four Five Seven) Hectares;

2. CERTAIN: Portion 5 of Farm No. 1214, situate in the District of Hhohho, Swaziland;

MEASURING: 85,8938 (Eight Five Comma Eight Nine Three Eight) Hectares;

Any person having objection to the issue of such copy is hereby requested to lodge it in writing with the Registrar of Deeds within three (3) weeks of the last publication of this Notice.

DATED AT MBABANE ON THIS 6TH DAY OF FEBRUARY, 1998.

SHILUBANE NTIWANE & PARTNERS Applicant's Attorneys 4th Floor Mbandzeni House Smut/Church Streets Mbabane

L172 2x20-02-98

### NOTICE

Notice is hereby given that in terms of Section 5 of the Protection of Names, Uniforms and Badges Act No. 10 of 1969, an application by Mr Zephaniah Methula of P.O. Box 2514, Manzini in his capacity as President of the Association has been made for the grant to Registration of the name

THE LORD FOR ALL NATIONS CHURCH

Any person or persons likely to be affected by the grant of the registration may at any time within a period of one month of the publication of this notice, give notice, of objection in writing on the prescribed form of objection and send same to the applicant.

> G.D. NDLOVU Registrar for the Protection of Names, Uniforms and Badges

L223 20-02-98

# NOTICE

# ESTATE LATE: ABSALOM MAVUSO ESTATE NO. EM319/97

Debtors and Creditors in the above estate are hereby required to lodge their claims with and pay their debts to the undersigned within (30) thirty days from date of publication hereof.

SISANA NXUMALO P.O. Box 42 Mzimpofu

L208 20-02-98

#### 107

# NOTICE

Notice is hereby given that in terms of Section 5 of the Protection of Names, Uniforms and Badges Act No. 10 of 1969, an application by Mr Thomas V.B. Magagula of P.O. Box 1047, Mbabane in his capacity as President of the Association has been made for the grant to Registration of the name

#### SWAZILAND ACTION CIVIC ORGANISATION (SACO)

Any person or persons likely to be affected by the grant of the registration may at any time within a period of one month of the publication of this notice, give notice, of objection in writing on the prescribed form of objection and send same to the applicant.

> G.D. NDLOVU Registrar for the Protection of Names, Uniforms and Badges

> > L224 20-02-98

#### NOTICE

Notice is hereby given that in terms of Section 5 of the Protection of Names, Uniforms and Badges Act No. 10 of 1969, an application by Mr Peter Nhlabatsi of P.O. Box 46, Nhlangano in his capacity as Chairman of the Association has been made for the grant to Registration of the name

#### MFELANDZAWONYE FARMERS ASSOCIATION

Any person or persons likely to be affected by the grant of the registration may at any time within a period of one month of the publication of this notice, give notice, of objection in writing on the prescribed form of objection and send same to the applicant.

> G.D. NDLOVU Registrar for the Protection of Names, Uniforms and Badges

> > L225 20-02-98

# NOTICE

Notice is hereby given that in terms of Section 5 of the Protection of Names, Uniforms and Badges Act No. 10 of 1969, an application by Miss Busisiwe Malaza of P.O. Box 46, Lobamba in her capacity as Secretary of the Association has been made for the grant to Registration of the name

#### LOBAMBA MULTIPURPOSE WOMAN'S ASSOCIATION

Any person or persons likely to be affected by the grant of the registration may at any time within a period of one month of the publication of this notice, give notice, of objection in writing on the prescribed form of objection and send same to the applicant.

> G.D. NDLOVU Registrar for the Protection of Names, Uniforms and Badges

L226 20-02-98

### 108

# NOTICE

Notice is hereby given that in terms of Section 5 of the Protection of Names, Uniforms and Badges Act No. 10 of 1969, an application by Mr Zamokwakhe C. Dlamini of P.O. Box 826, Hlathikhulu in his capacity as Chairman of the Association has been made for the grant to Registration of the name

#### **EMBELEBELENI FARMER'S ASSOCIATION**

Any person or persons likely to be affected by the grant of the registration may at any time within a period of one month of the publication of this notice, give notice, of objection in writing on the prescribed form of objection and send same to the applicant.

> G.D. NDLOVU Registrar for the Protection of Names, Uniforms and Badges

> > L227 20-02-98

#### NOTICE

Notice is hereby given that in terms of Section 5 of the Protection of Names, Uniforms and Badges Act No. 10 of 1969, an application by Miss C. Mtshali of P.O. Box 43, Mhlosheni in her capacity as Secretary of the Association has been made for the grant to Registration of the name

#### SIBANE SEGALILE FARMERS ASSOCIATION

Any person or persons likely to be affected by the grant of the registration may at any time within a period of one month of the publication of this notice, give notice, of objection in writing on the prescribed form of objection and send same to the applicant.

> G.D. NDLOVU Registrar for the Protection of Names, Uniforms and Badges

L228 20-02-98

# NOTICE

Notice is hereby given that in terms of Section 5 of the Protection of Names, Uniforms and Badges Act No. 10 of 1969, an application by Mr Bernard Nxumalo of P.O. Box 125 Mhlosheni in his capacity as Secretary-General of the Association has been made for the grant to Registration of the name

#### SENABELO PARADISE FARMER'S ASSOCIATION

Any person or persons likely to be affected by the grant of the registration may at any time within a period of one month of the publication of this notice, give notice, of objection in writing on the prescribed form of objection and send same to the applicant.

> G.D. NDLOVU Registrar for the Protection of Names, Uniforms and Badges

L229 20-02-98

#### 109

# NOTICE

Notice is hereby given that in terms of Section 5 of the Protection of Names, Uniforms and Badges Act No. 10 of 1969, an application by Mr Moses Ndoda Dlamini of Enqabaneni Store, P.O. Ncabaneni Via Manzini in his capacity as Executive Member of the Association has been made for the grant to Registration of the name

#### ASIBAMBANE SIBEMUNYE ASSOCIATION

Any person or persons likely to be affected by the grant of the registration may at any time within a period of one month of the publication of this notice, give notice, of objection in writing on the prescribed form of objection and send same to the applicant.

> G.D. NDLOVU Registrar for the Protection of Names, Uniforms and Badges

> > L230 20-02-98

#### NOTICE

Notice is hereby given that in terms of Section 5 of the Protection of Names, Uniforms and Badges Act No. 10 of 1969, an application by Miss Nokuthula Vilakati of P.O. Box 415, Bhunya in her capacity as Secretary of the Association has been made for the grant to Registration of the name

#### KUPHILA KWABOMAKE ASSOCIATION

Any person or persons likely to be affected by the grant of the registration may at any time within a period of one month of the publication of this notice, give notice, of objection in writing on the prescribed form of objection and send same to the applicant.

> G.D. NDLOVU Registrar for the Protection of Names, Uniforms and Badges

> > L231 20-02-98

#### NOTICE

Notice is hereby given that in terms of Section 5 of the Protection of Names, Uniforms and Badges Act No. 10 of 1969, an application by Mr Raymond Alary of P.O. Box 64, Manzini in his capacity as Station Director of the Association has been made for the grant to Registration of the name

#### TRANS WORLD RADIO SWAZILAND

Any person or persons likely to be affected by the grant of the registration may at any time within a period of one month of the publication of this notice, give notice, of objection in writing on the prescribed form of objection and send same to the applicant.

> G.D. NDLOVU Registrar for the Protection of Names, Uniforms and Badges

> > L232 20-02-98

#### 110

# NOTICE

Notice is hereby given that in terms of Section 5 of the Protection of Names, Uniforms and Badges Act No. 10 of 1969, an application by Mr Simon Ginindza of P.O. Box 245, Lobamba in his capacity as Chairman of the Association has been made for the grant to Registration of the name

# LITSALA LEMASWATI ASSOCIATION

Any person or persons likely to be affected by the grant of the registration may at any time within a period of one month of the publication of this notice, give notice, of objection in writing on the prescribed form of objection and send same to the applicant.

> G.D. NDLOVU Registrar for the Protection of Names, Uniforms and Badges

> > L233 20-02-98

#### NOTICE

Notice is hereby given that in terms of Section 5 of the Protection of Names, Uniforms and Badges Act No. 10 of 1969, an application by Mrs Thulile Angel Nxumalo of P.O. Box 3787, Mbabane in her capacity as Secretary-General of the Association has been made for the grant to Registration of the name

#### AFRICAN FEDERATED HOLDING COMPANY (PROPRIETARY) LIMITED

Any person or persons likely to be affected by the grant of the registration may at any time within a period of one month of the publication of this notice, give notice, of objection in writing on the prescribed form of objection and send same to the applicant.

> G.D. NDLOVU Registrar for the Protection of Names, Uniforms and Badges

> > L234 20-02-98

#### NOTICE

#### ESTATE LATE: ERIC SIPHO DLAMINI ESTATE NO. EH273/97

Debtors and Creditors in the above estate are hereby required to lodge their claims with and pay their debts to the undersigned within (30) thirty days from date of publication hereof.

BRIGID-LUCIA DLAMINI P.O. Box A268 Swazi Plaza Mbabane

L203 20-02-98

111

# NOTICE

# IN THE HIGH COURT OF SWAZILAND

# HELD AT MBABANE

In the matter between:

# SWAZILAND BUILDING SOCIETY

and

#### PAULOS DAY DLAMINI

# NOTICE OF SALE

Notice is hereby given that pursuant to a Writ of Execution issued in the above matter, the undermentioned property will be sold by Public Auction by the Deputy Sheriff for the District of Hhohho, outside the New High Court Building, Hospital Hill Mbabane, at 11.30 a.m. on FRIDAY the 13TH day of MARCH 1998.

CERTAIN: Portion 5 of Lot No. 2295, Mbabane Extension No. 21, (Embangweni Township) situate in the District of Hhohho, Swaziland;

MEASURING: 533 (Five Three Three) Square Metres;

RESERVE PRICE: "WITHOUT RESERVE"

IMPROVEMENTS: 2 Bedrooms, Lounge, Bathroom & Kitchen; separate Bathroom

Conditions of Sale are available for inspection at the office of the Sheriff in the High Court building in Mbabane and at the offices of the Regional Administrator, Hhohho.

The Society may at its sole discretion lend 90% (ninety per centum) to suitable borrowers and interested parties are advised to seek advice from the Society in this regard prior to the date of the sale.

Further particulars may be obtained from the undersigned.

DATED AT MBABANE ON THIS THE 5TH DAY OF FEBRUARY 1998.

S.J. GAMA Sheriff of Swaziland c/o The Registrar of the High Court Mbabane

L214 20-02-98

# NOTICE

#### ESTATE LATE: SIMON KOTOKOTO BHEMBE ESTATE NO. EH269/97

Debtors and Creditors in the above estate are hereby required to lodge their claims with and pay their debts to the undersigned within (30) thirty days from date of publication hereof.

NTOMBIKAYISE BHEMBE P.O. Box 1335 Mbabane

L204 20-02-98

# CASE NO. 1661/97

Plaintiff

112

#### NOTICE

# IN THE HIGH COURT OF SWAZILAND

HELD AT MBABANE

In the matter between:

SWAZILAND BUILDING SOCIETY

and

#### LANDAGE INVESTMENTS (PTY) LIMITED

# NOTICE OF SALE

Notice is hereby given that pursuant to a Writ of Execution issued in the above matter, the undermentioned property will be sold by Public Auction by the Deputy Sheriff for the District of Hhohho, outside the High Court Building, at 11.30 a.m. on FRIDAY the 20TH day of MARCH 1998.

CERTAIN:	Lot No. 978, situate in the Mbabane Extension No. 8 (Sidwashini Township), District of Hhohho, Swaziland.
MEASURING:	1076 (One Zero Seven Six) Square Metres;
and	
CERTAIN:	Lot No. 979, situate in the Mbabane Extension No. 8 (Sidwashini Township), District of Hhohho, Swaziland.
MEASURING:	1029 (One Zero Two Nine)
RESERVE PRICE:	E350,000.00 (Three Hundred and Fifty Thousand Emalangeni)
IMPROVEMENTS:	First Floor: 103 square metres comprising: 3 offices, toilets and kitchen; Ground Floor: 1029 square metres - Warehouse; Outbuilding: 180 square metres - 3 offices, toilets, kitchen and reception area; Area of land is 4856 square metres.

Conditions of Sale are available for inspection at the office of the Sheriff in the High Court building in Mbabane and at the offices of the Regional Administrator, Hhohho.

The Society may lend 90% (ninety per centum) at its sole discretion to suitable borrowers and interested parties are advised to seek advice from the Society in this regard prior to the date of the sale.

Further particulars may be obtained from the undersigned.

DATED AT MBABANE ON THIS THE 5TH DAY OF FEBRUARY 1998.

S.J. GAMA Sheriff of Swaziland c/o The Registrar of the High Court Mbabane

L212 20-02-98

CASE NO. 1274/96

Plaintiff

#### 113

# NOTICE

# IN THE HIGH COURT OF SWAZILAND

HELD AT MBABANE CASE NO. 1033/97 In the matter between: SWAZILAND BUILDING SOCIETY Plaintiff and

# MIRRIAM SONENI DLAMINI

# NOTICE OF SALE

Notice is hereby given that pursuant to a Writ of Execution issued in the above matter, the undermentioned property will be sold by Public Auction by the Deputy Sheriff for the District of Manzini, outside the Regional Administrator's offices at 2.30 p.m. on FRIDAY the 20TH day of MARCH 1998.

CERTAIN: Lot No. 910 situate in Manzini Extension No. 9, Township, District of Manzini, Swaziland;

MEASURING: 672 (Six Seven Two) Square Metres;

RESERVE PRICE: E110,000.00 (One Hundred and Ten Thousand Emalangeni);

IMPROVEMENTS: Lounge, Dining, 3 Bedrooms, Kitchen, Bathroom, Ensuite Bathroom and Water closet.

Conditions of Sale are available for inspection at the office of the Sheriff in the High Court building in Mbabane and at the offices of the Regional Administrator, Manzini.

The Society may at its sole discretion lend 90% (ninety per centum) to suitable borrowers and interested parties are advised to seek advice from the Society in this regard prior to the date of the sale.

Further particulars may be obtained from the undersigned.

DATED AT MBABANE ON THIS THE 9TH DAY OF FEBRUARY 1998.

S I GAMA Sheriff of Swaziland c/o The Registrar of the High Court Mbabane

L217 20-02-98

# NOTICE

# ESTATE LATE: SIMON MHLOLO NDZIMANDZE ESTATE NO. EM226/97

Debtors and Creditors in the above estate are hereby required to lodge their claims with and pay their debts to the undersigned within (30) thirty days from date of publication hereof.

> WELCOME MAKHANYA P.O. Box 342 Lobamba

L205 20-02-98

114

# NOTICE

# IN THE HIGH COURT OF SWAZILAND

HELD AT MBABANE

In the matter between:

SWAZILAND BUILDING SOCIETY

and

#### VUSANI MDUDUZI SIMELANE

# NOTICE OF SALE

Notice is hereby given that pursuant to a Writ of Execution issued in the above matter, the undermentioned property will be sold by Public Auction by the Deputy Sheriff for the District of Manzini, outside the Regional Administrator's offices at 2.30 p.m. on FRIDAY the 20TH day of MARCH 1998.

CERTAIN: Lot No. 308 situate in Ngwane Park Township District of Manzini, Swaziland;

MEASURING: 2036 (Two Zero Three Six) Square Metres;

RESERVE PRICE: E135,000.00 (One Hundred and Thirty Five Thousand Emalangeni);

IMPROVEMENTS: Detached House comprising: 3 Bedrooms, Lounge/dining, Kitchen, 2 Bathrooms.

Conditions of Sale are available for inspection at the office of the Sheriff in the High Court building in Mbabane and at the offices of the Regional Administrator, Manzini.

The Society may lend 90% (ninety per centum) at its sole discretion to suitable borrowers and interested parties are advised to seek advice from the Society in this regard prior to the date of the sale.

Further particulars may be obtained from the undersigned.

DATED AT MBABANE ON THIS THE 9TH DAY OF FEBRUARY 1998.

S.J. GAMA Sheriff of Swaziland c/o The Registrar of the High Court Mbabane

L216 20-02-98

# NOTICE

# ESTATE LATE: PAUL THISHELA DLAMINI ESTATE NO. EL3/98

Debtors and Creditors in the above estate are hereby required to lodge their claims with and pay their debts to the undersigned within (30) thirty days from date of publication hereof.

THEMBI MABUZA P.O. Box 63 Mpaka

L207 20-02-98

CASE NO. 2784/97

Plaintiff

# 115

#### NOTICE

# IN THE HIGH COURT OF SWAZILAND

# HELD AT MBABANE

In the matter between:

SWAZILAND BUILDING SOCIETY

and

#### MAGGIE GLADYS BOTHA N.O.

# NOTICE OF SALE

Notice is hereby given that pursuant to a Writ of Execution issued in the above matter, the undermentioned property will be sold by Public Auction by the Deputy Sheriff for the District of Manzini, outside the Regional Administrator's offices at 2.30 p.m. on FRIDAY the 20TH day of MARCH 1998.

- CERTAIN: Portion 14 of the farm Trelawny Park No. 868 situate in the urban area of Manzini, District of Manzini, Swaziland.
- MEASURING: 1439 (One Four Three Nine) Square Metres;
- RESERVE PRICE: E120,000.00 (One Hundred and Twenty Thousand Emalangeni);
- IMPROVEMENTS: 4 Bedrooms, Kitchen, Dining, Lounge, Corridor, Bathroom, Toilet, Bathroom on suite, Porch & Verandah.

Conditions of Sale are available for inspection at the office of the Sheriff in the High Court building in Mbabane and at the offices of the Regional Administrator, Manzini.

The Society may lend 90% (ninety per centum) at its sole discretion to suitable borrowers and interested parties are advised to seek advice from the Society in this regard prior to the date of the sale.

Further particulars may be obtained from the undersigned.

DATED AT MBABANE ON THIS THE 5TH DAY OF FEBRUARY 1998.

S.J. GAMA Sheriff of Swaziland c/o The Registrar of the High Court Mbabane

L213 20-02-98

# NOTICE

# ESTATE LATE: SYDNEY CHARLES BRITES ESTATE NO. EL8/98

Debtors and Creditors in the above estate are hereby required to lodge their claims with and pay their debts to the undersigned within (30) thirty days from date of publication hereof.

FRANCES ANNE BRITES P.O. Box 81 Siteki, Swaziland

L202 20-02-98

CASE NO. 358/97

Defendant

Plaintiff

# 116

# NOTICE

# IN THE HIGH COURT OF SWAZILAND

HELD AT MBABANE

In the matter between:

SWAZILAND NATIONAL PROVIDENT FUND

and

#### GERALD ENOCK DUBE

#### NOTICE OF SALE

Notice is hereby given that pursuant to a Writ of Execution issued in the above matter, the undermentioned property will be sold by Public Auction by the Deputy Sheriff for the District of Manzini, outside the Regional Administrator's offices building, Manzini at 11.30 a.m. on Friday the 27th day of March 1998.

CERTAIN: Portion 1603 situate in Manzini Extension No. 17 (HelemisiTownship), Manzini, District of Manzini:

MEASURING: 750 (Seven Five Zero) Square Metres;

HELD: By the Defendant.

IMPROVEMENTS: 3 Bedroom (one en suite), lounge, separate dining room, kitchen and bathroom.

RESERVE PRICE: E130,000.00 (One Hundred and Thirty Thousand Emalangeni);

The Conditions of Sale are available for inspection at the office of the Sheriff in the High Court building in Mbabane.

Further particulars may be obtained from the undersigned.

DATED AT MBABANE ON THIS 9TH DAY OF FEBRUARY 1998.

S.J. GAMA Sheriff of Swaziland c/o The Registrar of the High Court Mbabane

L215 20-02-98

CASE NO. 730/97

Plaintiff

117

# NOTICE

#### IN THE HIGH COURT OF SWAZILAND

# HELD AT MBABANE

In the matter between:

# FIRST NATIONAL BANK OF SWAZILAND LIMITED

and

#### ASAMBE NGWANE (PTY) LIMITED

# NOTICE OF SALE

Notice is hereby given that pursuant to a Writ of Execution issued in the above matter, the undermentioned property will be sold by Public Auction by the Deputy Sheriff for the District of Manzini, outside the Manzini Magistrates Court at 2.00 p.m. on Friday the 27th day of March 1998.

1.	CERTAIN:	Lot No. 264 situate in Villiers Street, Manzini Township, Manzini District, Swaziland;
	MEASURING:	3400 (Three Four Zero Zero) square metres;
	HELD:	under Crown Grant No. 88/1991 dated the 16th August, 1991.
	RESERVE PRICE:	E72,000.00 (Seventy Two Thousand Emalangeni);
2.	CERTAIN:	Lot No. 200 situate in Villiers Street, Manzini Township, Manzini District, Swaziland;
	MEASURING:	1983 (One Nine Eight Three) square metres;
	HELD:	under Crown Grant No. 107/1991 dated 16th August, 1991.
RE	SERVE PRICE:	E72,000.00 (Seventy Two Thousand Emalangeni)

Conditions of Sale are available for inspection at the office of the Sheriff in the High Court building in Mbabane, Manzini Magistrates Court and at the offices of the Regional Administrator, Manzini.

Further particulars may be obtained from the undersigned and the offices of Shilubane, Ntiwane and Partners.

DATED AT MBABANE ON THIS 12TH DAY OF FEBRUARY 1998.

S.J. GAMA Sheriff of Swaziland c/o The Registrar of the High Court Mbabane

L219 20-02-98

CASE NO. 410/97

Plaintiff

# 118

# NOTICE

# IN THE HIGH COURT OF SWAZILAND

#### HELD AT MBABANE

In the matter between:

# FIRST NATIONAL BANK OF SWAZILAND LIMITED

and

#### GRACE DUDUZILE DLAMINI 1/a GUIMA RESTAURANT AND MINI SUPERMARKET MICHAEL MANGALISO DLAMINI

CASE NO 281/97

1st Defendant 2nd Defendant

# NOTICE OF SALE IN EXECUTION

Notice is hereby given that pursuant to a Writ of Execution issued in the above matter, the undermentioned property will be sold by Public Auction by the Deputy Sheriff for the District of Manzini, outside the Manzini Magistrates Court at 2.00 p.m. on Friday the 27th day of March 1998.

CERTAIN: Lot No. 594 situate in Ngwane Park Township, District of Manzini, Swaziland;

MEASURING: 2159 (Two One Five Nine) square metres;

HELD: by 2nd Defendant under Deed of Transfer No. 450/1986 dated 3rd November 1986;

RESERVE PRICE: E80,000.00 (Eighty Thousand Emalangeni);

IMPROVEMENTS: a house

Conditions of Sale are available for inspection at the office of the Sheriff in the High Court building in Mbabane, Manzini Magistrates Court and at the offices of the Regional Administrator, Manzini.

Further particulars may be obtained from the undersigned and the offices of Shilubane, Ntiwane and Partners.

DATED AT MBABANE ON THIS 12TH DAY OF FEBRUARY 1998.

S.I. GAMA Sheriff of Swaziland c/o The Registrar of the High Court Mhabane

L218 20-02-98

Plaintiff

#### 119

# NOTICE OF SALE IN EXECUTION

# IN THE HIGH COURT OF SWAZILAND

CASE NO. 1478/97

In the matter of:-

# SKONKWANE HARDWARE (PTY) LTD

and

#### RED LION CONSTRUCTION (PTY) LTD MOYENI JERRY MKHONTA

Judgment Creditor

1st Judgment Debtor 2nd Judgment Debtor

#### NOTICE OF SALE

Notice is hereby given that pursuant to a Warrant of Execution issued in the above matter, the following immovable property of the Judgment Debtor will be sold by Public Auction by the Deputy Sheriff for the District of Manzini, outside the Regional Administrator's Offices, Manzini at 11.00 a.m. on FRIDAY the 13TH day of MARCH 1998.

CERTAIN: Lot 511, Manzini Township, Extension 5, Manzini.

MEASURING: 1616 square metres

IMPROVEMENTS: 3 Bedroom House, Living Room/Dining Room, Study, 2 Bathroom and Kitchen.

RESERVE PRICE: E250,000.00

Conditions of Sale are available for inspection at the office of the Sheriff in the High Court building and at the offices of the Regional Administrator, Manzini/Millin & Currie Incorporating R D Friedlander & Co, the attorneys for the Judgment Creditor, Development House, Swazi Plaza, Mbabane.

Further particulars may be obtained from the undersigned.

DATED AT MBABANE ON THIS 5TH DAY OF FEBRUARY 1998.

S.J. GAMA Sheriff of Swaziland c/o The Registrar of the High Court Mbabane

L220 20-02-98

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# NOTICE

# CITY COUNCIL OF MBABANE

# UNPAID RATES FOR THE PERIOD 1996/7

PLOT NO.	PROPERTYOWNER	ADDRESS	CASE NO	AMOUNT
757	Eliot Lontinga Maseko	P.O. Box 210	1750/97	6,762.84
933	Allan Hadfield	Piggs Peak P.O. Box 1195 Mbabane	1749/97	7,021.81
934	Yesive Supermarket (Pty) Ltd.	P.O. Box 640 Mbabane	1751/97	16,670.85
936	Vusumuzi M. Dlamini	P.O. Box 2025 Mbabane	1752/97	10,575.93
937	Enock Msithini	P.O. Box A41 Swazi Plaza, Mbabane	1753/97	8,272.07
938	Enock Msithini	P.O. Box A41 Swazi Plaza, Mbabane	1754/97	16,442.37
943	Ian Sibusiso Gwebu	P.O. Box 206 Mbabane	1755/97	7,318.97
945	Gap Properties (Pty) Ltd.	P.O. Box A399 Swazi Plaza Mbabane	1757/97	7,546.00
946	Gap Properties (Pty) Ltd.	P.O. Box A399 Swazi Plaza Mbabane	1758/97	7,546.00
947	Gap Properties (Pty) Ltd.	P.O. Box A399 Swazi Plaza Mbabane	1759/97	9,151.52
949	Mashwama & Sons	P.O. Box 2841 Mbabane	1760/97	11,379.94
960	Valdema Marques de Lemos de Alho	P.O. Box 859 Mbabane	1762/97	4,893.92
964	Drilling Contractors (Pty) Ltd.	P.O. Box 180 Mbabane	1763/97	9,110.03
970	Swazi Tough (Pty) Ltd.	P.O. Box A174 Swazi Plaza Mbabane	1764/97	12,874.59
970	Simon Hullet	P.O. Box 337 Mbabane	1765/97	4,138.28
971	Laser Properties (Pty) Ltd	P.O. Box 2710 Mbabane	1766/97	13,861.10
973	Multisave (Pty) Ltd.	P.O. Box 747 Mbabane	1768/97	24,722.07
974	Zakrop (Pty) Ltd	P.O. Box 3886 Mbabane	1769/97	3,148.37
978	Landage Investments (Pty) Ltd.	P.O. Box 104 Mbabane	1770/97	12,000.64
979	Landage Investments (Pty) Ltd	P.O. Box 104 Mbabane	1771/97	10,256.67
996	Albert Msutfu Nkambule	P.O. Box 162 Mbabane	1774/97	4,374.33
1000	Ross Construction (Pty) Ltd.	P.O. Box 2254 Mbabane	1775/97	11,235.57

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# **EXTENSION 8**

PLOT NO.	PROPERTY OWNER	ADDRESS	CASE NO	AMOUNT
1001	Peter Ethelbert Nunn	P.O. Box 48	1776/97	11,342.29
1004	Roberto A. Bruttomesso	Eveni, Mbabane P.O. Box 641 Manzini	1777/97	6.011.79
1005	Israel Magaweni Dlamini	P.O.Box 64 Mbabane	1778/97	4,116.43
1006	Luis Dos Santos Gomes	P.O. Box 52 Eveni, Mbabane	1779/97	4,376.49
1007	E.B. Investments	P.O. Box 82 Mbabane	1780/97	26,608.54
1008	E.B. Investments	P.O. Box 82 Mbabane	1781/97	19,083.98
1013	Daniel David Manana	P.O. Box 2104 Mbabane	1785/97	1,733.02
1016	Morrison Jabulani Hlatshwayo	P.O. Box 1506 Mbabane	1786/97	40,870.94
2459	E.B. Investments	P.O. Box 82 Mbabane	1790/97	50,681.29
2460	E.B. Investments	P.O. Box 82 Mbabane	1791/97	3,639.18
2569	E.B. Investments	P.O. Box 82 Mbabane	1792/97	5,940.47
2592	Amanda Anderson	P.O. Box 194 Mbabane	1793/97	19,613.97
2602	Adrian Jacobas Van Wyk	P.O. Box 104 Mbabane	1794/97	98,094.49
3121	Kholiad Holdings (Pty) Ltd.	P.O. Box 1149 Mbabane	1795/97	23,579.20
EXTENS	SION 26		TOTAL:	534,995.95
PLOT NO.	PROPERTYOWNER	ADDRESS	CASE NO.	AMOUNT
3063	E.B. Investments	P.O. Box 82	1998/97	1,141.73
3065	E.B. Investments	Mbabane P.O. Box 82	1999/97	1,266.62
3066	E.B. Investments	Mbabane P.O. Box 82	2002/97	1,248.77
3067	E.B. Investments	Mbabane P.O. Box 82 Mbabane	2000/97	1,480.68
3068	E.B. Investments	P.O. Box 82 Mbabane	2001/97	3,924.72
3069	E.B. Investments	P.O. Box 82 Mbabane	2003/97	1,391.48

3069	E.B. Investments	P.O. Box 82	2003/97	1,391.40
		Mbabane		
3070	E.B. Investments	P.O. Box 82	2005/97	1,159.57
		Mbabane		
3071	E.B. Investments	P.O. Box 82	2006/97	1,248.77
		Mbabane		
3072	E.B. Investments	P.O. Box 82	2007/97	1,355.81
1992 (1993) (1992)		Mbabane		
3073	E.B. Investments	P.O. Box 82	1997/97	1,106.00
5015	L.D. M. Countents	10.1		

Mbabane

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PLOT NO.	PROPERTYOWNER	ADDRESS	CASE NO.	AMOUNT
3074	E.B. Investments	P.O. Box 82	2008/97	1,248.77
3075	E.B. Investments	Mbabane P.O. Box 82	2010/97	1,195.24
3076	E.B. Investments	Mbabane P.O. Box 82	2011/97	1,302.31
3077	E.B. Investments	Mbabane P.O. Box 82	2012/97	1,284.47
3078	E.B. Investments	Mbabane P.O. Box 82	2013/97	1,159.57
3079	E.B. Investments	Mbabane P.O. Box 82	2014/97	1,141.73
3080	E.B. Investments	Mbabane P.O. Box 82	2015/97	1,106.06
3081	E.B. Investments	Mbabane P.O. Box 82	2016/97	999.02
3082	E.B. Investments	Mbabane P.O. Box 82 Mbabane	2017/97	1,355.81
3083	E.B. Investments	P.O. Box 82 Mbabane	2018/97	1,391.48
3084	E.B. Investments	P.O. Box 82 Mbabane	2019/97	1,034.69
3085	E.B. Investments	P.O. Box 82 Mbabane	2020/97	1,516.37
3086	E.B. Investments	P.O. Box 82 Mbabane	2021/97	1,766.13
3087	E.B. Investments	P.O. Box 82 Mbabane	2022/97	1,605.57
3088	E.B. Investments	P.O. Box 82 Mbabane	2023/97	2,187.25
3089	E.B. Investments	P.O. Box 82 Mbabane	2024/97	4,013.92
3090	E.B. Investments	P.O. Box 82 Mbabane	2025/97	1,659.08
3091	E.B. Investments	P.O. Box 82 Mbabane	2026/97	1,391.48
3092	E.B. Investments	P.O. Box 82 Mbabane	2027/97	1,409.33
3093	E.B. Investments	P.O. Box 82 Mbabane	2028/97	1,195.24
3094	E.B. Investments	P.O. Box 82 Mbabane	2029/97	1,070.36
3095	E.B. Investments	P.O. Box 82 Mbabane	2030/97	1,230.94
3096	E.B. Investments	P.O. Box 82 Mbabane	2030/97	1,355.81
3097	E.B. Investments	P.O. Box 82 Mbabane	2032/97	1,712.60
3098	E.B. Investments	P.O. Box 82 Mbabane	2033/97	1,819.64
3099	E.B. Investments	P.O. Box 82 Mbabane	2034/97	1,230.94
3100	E.B. Investments	P.O. Box 82 Mbabane	2035/97	1,748.27

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PLOT NO.	PROPERTY OWNER	ADDRESS	CASE NO.	AMOUNT
3101	E.B. Investments	P.O. Box 82	2036/97	2,640.27
3102	E.B. Investments	Mbabane P.O. Box 82	2037/97	1,337.98
3103	E.B. Investments	Mbabane P.O. Box 82	2038/97	1,284.47
3104	E.B. Investments	Mbabane P.O. Box 82 Mbabane	2039/97	1,266.62
3105	E.B. Investments	P.O. Box 82 Mbabane	2040/97	1,998.02
3106	E.B. Investments	P.O. Box 82 Mbabane	2041/97	1,498.53
3107	E.B. Investments	P.O. Box 82 Mbabane	2042/97	1,177.40
3108	E.B. Investments	P.O. Box 82 Mbabane	2043/97	1,123.88
3109	E.B. Investments	P.O. Box 82 Mbabane	2044/97	1,213.11
3110	E.B. Investments	P.O. Box 82 Mbabane	2045/97	1,266.62
3111	E.B. Investments	P.O. Box 82 Mbabane	2046/97	1,141.73
3112	E.B. Investments	P.O. Box 82 Mbabane	2047/97	999.02
3113	E.B. Investments	P.O. Box 82 Mbabane	2048/97	1,248.77
3114	E.B. Investments	P.O. Box 82 Mbabane	2049/97	2,658.10
3115	E.B. Investments	P.O. Box 82 Mbabane	2050/97	1,819.64
3116	E.B. Investments	P.O. Box 82 Mbabane	2051/97	1,730.43
3117	E.B. Investments	P.O. Box 82 Mbabane	2052/97	1,801.78
3118	E.B. Investments	P.O. Box 82 Mbabane	2053/97	1,034.69
3119 3120	E.B. Investments E.B. Investments	P.O. Box 82 Mbabane P.O. Box 82	2054/97 2055/97	1,890.99 642.22
5120	E.D. Investments	Mbabane	2055/97	
			TOTAL	85,130.50
EXTENS	ION 5.			
727	W. Sibandze	P.O. Box 610 Mbabane	2168/97	309.67
729	Caiphus Mandla Fakudze	P.O. Box 767 Mbabane	2169/97	288.38
730	Obed S. Matsenjwa	P.O. Box 1 Big Bend	2170/97	252.73
735	Shadrack Mdabulukusa Bhembe	P.O. Box 163 Mbabane	2171/97	234.85
736	Sibongile G. Phakathi	P.O. Box 759 Mbabane	2172/97	2,394.51
743	Joyce Dludlu	P.O. Box 1345 Mbabane	2173/97	298.59

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PLOT NO.	<b>PROPERTY OWNER</b>	ADDRESS	CASE NO.	AMOUNT
746	E. Methula	P.O. Box 8	2174/97	305.44
747	Z. Vilakati	Mbabane Sun International Mbabane	2175/97	2,367.49
748	John S. Sibanyoni	P.O. Box 199 Mbabane	2176/97	561.30
749	Walter Kunene	P.O. Box 1157 Mbabane	2177/97	600.86
750	Johannes Ginindza	P.O. Box 1224 Mbabane	2178/97	1,044.75
751	Enock Siboniso Dlamini	P.O. Box A233 Swazi Plaza Mbabane	2179/97	123.67
753	I. Maseko	P.O. Box 1267 Mbabane	2180/97	390.25
760	Andreas Simelane	P.O. Box 258 Mbabane	2181/97	515.04
763	Samuel Ginindza	P.O. Box 10 Mbabane	2182/97	277.38
764	Thomas Matsebula	P.O. Box 1417 Mbabane	2183/97	616.49
765	James J. Hlatswako	P.O. Box 467 Mbabane	2184/97	2,266.08
774	C. Thwala	P.O. Box 1678 Mbabane	2185/97	272.06
780	Titus Magongo	P.O. Box 1323 Mbabane	2186/97	797.31
781	Philimon Mkhonta	P.O. Box 1687 Mbabane	2187/97	295.29
788	W.K. Zwane	P.O. Box 1323 Mbabane	2188/97	2,309.90
789	Solomon T. Mdluli	P.O. Box 439 Mbabane	2189/97	2,132.33
793	Zephania B. Masuku	P.O. Box 361 Mbabane	2190/97	906.16
794	Robert G. Tsela	P.O. Box 1440 Mbabane	2191/97	970.64
795	Robert G. Tsela	P.O. Box 1440 Mbabane	2192/97	588.67
796	Saraphina Mkhonta	P.O. Box 18 Mbabane	2193/97	343.20
797	Christina Malinga	P.O. Box 346 Mbabane	2194/97	436.05
800	Benson Z. Zwane	P.O. Box 360 Mbabane	2195/97	1,398.23
807	Patrick M. Sibeko	P.O. Box 1345 Mbabane	2196/97	1,009.65
809	S. M. Matsebula	P.O. Box 546 Mbabane	2197/97	326.13
810	Cosmos M. Ndlovu	P.O. Box 3 Ezulwini	2198/97	528.62
812	Dingane Jele	P.O. Box 676 Mbabane	2199/97	274.02
817	Isaac Zwane	P.O. Box 217 Mbabane	2200/97	605.08
818	Sifiso Richard Dlamini	P.O. Box 664 Mbabane	2201/97	863.04

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PLOT NO.	PROPERTYOWNER	ADDRESS	CASE NO.	AMOUNT
819	J. Nhleko	P.O. Box 4929 Mbabane	2202/97	445.98
820	S. Khumalo	c/o William Dlamini P.O. Box 773 Mbabane	2203/97	162.96
8			TOTAL:	27,512.80
EXTENS	ION 16			
1936	Alpheus Soko	P.O. Box 614 Mbabane	2103/97	367.15
1964	Andeas M. Madolo	P.O. Box 58 Mbabane	2104/97	522.14
1978	Chicks R. Lukhele	P.O. Box 322 Mbabane	2105/97	338.96
1988	Caiphas B. Dlamini	P.O. Box 546 Mbabane	2106/97	349.92
1994	Samaon S. Banda	P.O. Box A179 Swazi Plaza Mbabane	2107/97	390.67
1999	Clifford Makhoseni Manana	P.O. Box 2104 Mbabane	2108/97	338.96
2015	Israel Mhlayifane	P.O. Box 614 Mbabane	2109/97	687.22
2016	Mary-Jane Dlamini	P.O. Box 614 Mbabane	2110/97	203.23
2029	Aaron F. Tsela	P.O. Box A102 Swazi Plaza Mbabane	2111/97	455.97
2037	Shigo Fransiso Manyika	P.O. Box 20 Mbabane	2112/97	338.96
2045	Nicholas Dlamini	P.O. Box 940 Mbabane	2113/97	482.60
2057	Victoria A. Maseko	P.O. Box A162 Swazi Plaza Mbabane	2114/97	375.30
			TOTAL:	4,851.08
EXTENS	SION 12			
1579	E & T Limited	P.O. Box 470	2081/97	3,386.64
1580	Charles Malunge Dlamini	Mbabane P.O. Box 662 Mbabane	2082/97	8,625.17
1584	Duduzile V. Ginindza	P.O. Box A351 Swazi Plaza Mbabane	2083/97	2,481.51
1585	Luke Sipho Mnisi	P.O. Box 801 Mbabane	2084/97	1,418.29
1590/1	Lindsay Muzi Nkambule & Others	P.O. Box 265 Mbabane	2085/97	1,317.17
1593	Robert Bulunga	P.O. Box 55 Mbabane	2086/97	2,988.86

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PLOT NO.	<b>PROPERTY OWNER</b>	ADDRESS	CASE NO.	AMOUNT
1593/1	Robert Bulunga	P.O. Box 55 Mbabane	2087/97	680.94
1593/2	Robert Bulunga	P.O. Box 55 Mbabane	2088/97	680.94
1598	Elliot Bambinkunzi Gamedze	P.O. Box 86, Eveni Mbabane	2089/97	5,454.80
1600	Isaac Mike Dlamini	P.O. Box 4649 Mbabane	2090/97	2408.94
1603	E & T Limited	P.O. Box 470 Mbabane	2091/97	3,414.53
1609	Jack Lous Bello	P.O. Box A307 Swazi Plaza Mbabane	2093/97	1,839.53
1612	Ndumiso C. Nhlengethwa	P.O. Box A277 Swazi Plaza Mbabane	2093/97	6,207.86
1617	Thomas J. Dlamini	P.O. Box A157 Swazi Plaza Mbabane	2094/97	2,659.49
1618	A.B.V. Investments	P.O. Box 143, Eveni Mbabane	2095/97	2,935.86
1620	Nkunzane Trust Estate	P.O. Box A177 Swazi Plaza Mbabane	2096/97	1,989.28
1622	Ray B. Sibandze	P.O. Box A177 Swazi Plaza Mbabane	2097/97	1,783.95
1629	Gamour Fashions (Pty) Ltd	P.O. Box A351 Swazi Plaza	2098/97	5,932.17
1633	Josephine N. Gina	Mbabane P.O. Box 1	2099/97	2,225.10
1637	Percy S. Mngomezulu	Manzini P.O. Box 3, Eveni Mbabane	2100/97	1,769.14
1641	Sipho Peter Nkambule	P.O. Box A186 Swazi Plaza Mbabane	2101/97	1362.97
1642	Johnson C. Ntshalintshali	P.O. Box 546 Mbabane	2102/97	1,919.09
			TOTAL:	63,482.23
EXTENS	SION 13			
1665	Abdul Salam A. Abdulla	P.O. Box 70 Mbabane	2117/97	615.4
1668	Patricia Y. Vilakati	P.O. Box 377 Mbabane	2118/97	338.4
1675	Richard M. Zwane	P.O. Box 376 Mbabane	2116/97	758.3
1684	Sibongile Mamba	P.O. Box 3503 Mbabane	2119/97	243.2
1685	Ruth Fakudze	P.O. Box 967 Mbabane	2120/97	231.9

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PLOT NO.	<b>PROPERTY</b> OWNER	ADDRESS	CASE NO.	AMOUNT
1688	Virginia Q. Jele	P.O. Box 70	2122/97	341.40
1689	Daisey Magongo	Mbabane P.O. Box 258	2121/97	655.31
1698	Bongani Dlamini	Mbabane P.O. Box 1173 Mbabane	2123/97	537.41
1699	Gideon Ginindza	P.O. Box 1323 Mbabane	2124/97	1,098.18
1701	John Matsebula	P.O. Box 120 Mbabane	2125/97	3,704.70
1705	Jane Dlamini	P.O. Box A306 Swazi Plaza	2126/97	2,716.82
1706	S. Ndlovu	Mbabane P.O. Box 294 Mbabane	2127/97	2,694.63
1707	Michael D. Masuku	P.O. Box 3258 Mbabane	2128/97	338.97
1709	John Ndlovu	P.O. Box 294 Mbabane	2129/97	2,721.20
1716	Elsie Dlamini	P.O. Box 198 Mbabane	2131/97	644.87
1719	Jeremiah Dlamini	P.O. Box 445 Mbabane	2130/97	189.49
1723	Robert Dlamini	P.O. Box 1699 Mbabane	2132/97	330.03
1730	Fridah H. Masina	P.O. Box 858 Mbabane	2133/97	204.82
1739	Zeblon Soko	P.O. Box 361 Mbabane	2134/97	621.28
1743	Elliot Dlamini	P.O. Box 1952 Mbabane	2126/97	642.40
1755	Nhlanhla S. Mavimbela	P.O. Box 1600 Mbabane	2137/97	236.03
1757	Nehemia Sithole	P.O. Box 34 Mbabane	2138/97	432.35
1763	Impumelelo Pre-School	P.O. Box 1952 Mbabane	2139/97	415.42
1771	Boniface Hoppy Nsibandze	P.O. Box 52 Mbabane	2140/97	966.79
1774	Frank Nerves	P.O. Box 1783 Mbabane	2141/97	526.35
1781	Dennis B. Msibi	P.O. Box 16 Mbabane	2142/97	757.54
1787	Senzenjani Ngwenya	P.O. Box B81 Mbabane	2143/97	417.92
1789	Fannie Hlophe	P.O. Box 228 Mbabane	2144/97	1,169.46
1791	Ntompie T. Maiwele	P.O. Box 546 Mbabane	2145/97	649.71
1795	Albert Jele	P.O. Box 3059 Kwaluseni	2146/97	322.80
1796	Mathokoza Nhlapo	Private Bag 4 Kwaluseni	2148/97	854.97
1804	Margaret D. Dlamini	P.O. Box 546 Mbabane	2147/97	338.96

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PLOT NO.	PROPERTY OWNER	ADDRESS	CASE NO.	AMOUNT
1805	Mphenguli Kunene	P.O. Box 2806 Mbabane	2149/97	644.47
1811	Henson P. Nkambule	P.O. Box 548	2150/97	779.97
1812	Nkosiyabo S. Ginindza	Mbabane P.O. Box 393 Mbabane	2150/97	598.93
1818	Dennis B. Msibi	P.O. Box 16 Mbabane	2152/97	805.93
1820	Namathe A. Dlamini	P.O. Box 2574 Mbabane	2153/97	321.11
1821	Michael Lokhothwayo	P.O. Box 52 Mbabane	2154/97	532.60
2463	H.D. Welding	P.O. Box 102 Mbabane	2156/97	5,896.14
2464	Mbabane Ex Miners Labour Corp.	P.O. Box 874 Mbabane	2157/97	10,967.91
			TOTAL:	47,264.18
FARM N	0.75			
7	Salome, Tsoane, Mantjabe, Maphalala	1, Masango Street Atteridge Pretoria, 8	1580/97	1,228.04
12	Thomas Nkambule	P.O. Box 336 Mbabane	1581/97	1,239.01
13	Enock Boy Boy Maseko	P.O. Box 545 Mbabane	1582/97	1,249.98
15	Robert M. Mdluli	P.O. Box A33 Swazi Plaza Mbabane	1583/97	1,140.33
16	Verard Swaziland (Pty) Ltd.	P.O. Box 2338 Mbabane	1584/97	1,502.19
17	Verard Swaziland (Pty) Ltd	P.O. Box 2338 Mbabane	1585/97	1,184.19
18	Verard Swaziland (Pty Ltd	P.O. Box 2338 Mbabane	1586/97	1,239.01
19	David Jabulane Matse	P.O. Box A102 Swazi Plaza	1587/97	1,833.00
23	Elliot Jabulane Sihlongonyane	Mbabane P.O. Box 38	1588/97	1,776.30
30	Stephen Finley Hullet	Mbabane P.O. Box 337	1589/97	1,524.10
36	Winnie Sweni Malinga	Mbabane P.O. Box 171	1590/97	1,469.29
38	Simon M. Phefile	Mbabane P.O. Box 1479	1591/97	2,532.91
43	Waterford School (Treasury) Ass.	Mbabane P.O. Box 52	1592/97	5,789.31
45	Waterford School (Treasury) Ass.	Mbabane P.O. Box 52	1593/97	5,263.01
47	John Mazibuko	Mbabane P.O. Box 546 Mbabane	1594/97	1,207.97

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# FARM NO. 75

PLOT NO.	PROPERTYOWNER	ADDRESS	CASE NO.	AMOUNT
51	Doris Gcinaphi Makhanya	P.O. Box 344 Mbabane	1595/97	811.38
52	Lungile Hotansia Gamedze	P.O. Box 640 Mbabane	1596/97	822.37
56	David Mdwali Vilakati	P.O. Box 376 Mbabane	1597/97	745.62
62	Rose Madolo Dlamini	P.O. Box 16 Mbabane	1598/97	877.16
	14. 14.		TOTAL:	33,435.17
EXTENS	ION 2			
500/1	Leinster Investments (Pty) Ltd	P.O. Box 156 Mbabane	2060/97	1,586.10
500/2	Leinster Investments (Pty) Ltd	P.O. Box 156 Mbabane	2061/97	2,528.43
2177/2	Precious Z. Sibanyoni	P.O. Box 4049 Mbabane	2062/97	1,355.81
2204/1	Wood Thorpe Property	P.O. Box A224 Swazi Plaza Mbabane	2063/97	1,902.92
		Moadalic	TOTAL:	7,373.26
EXTENS	ION 3			
545	Samuel P. Simango	P.O. Box 1690 Mbabane	2064/97	733.32
552	Andrian Kipling Hillary	P.O. Box A183 Swazi Plaza Mbabane	2065/97	1,772.32
554	Prince Gabheni M. Dlamini	P.O. Box 6 Lobamba	2066/97	3,037.69
561	Enock Lishona Mthethwa	P.O. Box 162 Mbabane	2067/97	7,634.39
610	Thomas Clayton	P.O. Box 549 Mbabane	2068/97	2,996.18
611/1	Mashobane Investments (Pty) Ltd	P.O. Box 212 Mbabane	2069/97	2,569.33
			TOTAL:	18,743.23
EXTENS	SION 14			
2178/2	Eldah Jabulane Mathunjwa	P.O. Box 336 Mbabane	2070/97	2,589.11
2178/5	Constance B.C. Mbhamali	P.O. Box 95 Mbabane	2071/97	1,177.40
2178/7	David S. Nkonyane	P.O. Box 2443 Mbabane	2072/97	1,956.81
2178/10	Sandile Augustine Pato	P.O. Box 451 Mbabane	2073/97	4,300.23
2178/15	Auspect Property one (Pty) Ltd.	P.O. Box A294 Mbabane	2074/97	3,006.42

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# **EXTENSION 14**

PLOT NO.	PROPERTY OWNER	ADDRESS	CASE NO.	AMOUNT
2178/15	Samuel M. Mkhombe	P.O. Box A411 Swazi Plaza	2075/97	1,277.05
2179/4	Douglas Musa Stewart	Mbabane P.O. Box 2000 Mbabane	2076/97	1,017.48
2180	Sibongile Queenneth Tshabalala	P.O. Box 2547 Mbabane	2077/97	8,967.58
2181/3	E.B. Investments	P.O. Box 82 Mbabane	2078/97	1,284.47
2182/2	B.D. Vilakati	P.O. Box 70 Mbabane	2079/97	737.37
2183/3	Christopher Vusi Dlamini	c/o Bheki Simelane & Co. P.O. Box 4504 Mbabane	2080/97	5,430.06
			TOTAL:	31,743.98

L211 20-02-98

# NOTICE

#### IN THE HIGH COURT OF SWAZILAND

HOLDEN AT MBABANE ON TUESDAY THE 10TH FEBRUARY 1998 BEFORE THE HONOURABLE ACTING CHIEF JUSTICE MR SW SAPIRE CASE NO. 295/98

EX PARTE APPLICATION OF:

SWAZILAND BUSINESS GROWTH TRUST

Petitioner

in re:

THE SWAZILAND BUSINESS GROWTH TRUST

**BEING:** An Application

WHEREUPON: Having heard Counsel for the Petitioner

# IT IS HEREBY ORDERED:

- 1. The Applicant's Estate is sequestrated provisionally in the hands of the Master of the High Court.
- All interested parties are called upon to show cause on the 27th February 1998 why the order should not be made final.
- 3. The provisional trustee is to be PETER RONALD COOPER.
- This Order is to be served on the Trust and published once in the Gazette and in a newspaper circulating in Swaziland.
- 5. The costs of this application are to be costs in the sequestration...

DATED AT MBABANE ON THIS THE 10TH DAY OF FEBRUARY 1998.

BY ORDER OF COURT GIVEN UNDER MAY HAND AT MBABANE ON THIS 10TH DAY OF FEBRUARY 1998.

REGISTRAR OF THE HIGH COURT

L222 20-02-98

#### 131

# NOTICE OF SALE IN EXECUTION

# IN THE HIGH COURT OF SWAZILAND

In the matter of:

METRO SWAZILAND (PTY) LTD

and

# ELMON NGOMANE

# NOTICE OF SALE

Notice is hereby given that pursuant to a Writ of Execution issued in the above matter, the undermentioned property will be sold by Public Auction by the Deputy Sheriff for the District of Lubombo outside the Siteki Magistrate Court, Siteki at 11h30 on Friday the 6th day of March 1998.

CERTAIN: Lot No. 109 situate in Sixth Street and Palata Road in the Township of Siteki, District of Lubombo, Swaziland.

MEASURING: 3992 (Three Nine Nine Two) Square Metres.

RESERVE PRICE: E181,000.00 (One Hundred and Eighty One Thousand Emalangeni)

The conditions of Sale are available for inspection at the office of the Sheriff in the High Court Building in Mbabane.

Further particulars may be obtained from the undersigned.

DATED AT MBABANE ON THIS 10TH DAY OF JANUARY 1997.

S.J. GAMA Sheriff of Swaziland c/o The Registrar of the High Court Mbabane

L211 20-02-98

The Government Printer, Mbabane

CASE NO. 1240/92

Plaintiff

# SUPPLEMENT TO THE SWAZILAND GOVERNMENT GAZETTE

VOL. XXXVI]	MBABANE, Friday, February 20th., 1998	[No. 331
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# PART C

# LEGAL NOTICE NO. 21 OF 1998

# ANIMAL DISEASE ACT 1965 (Act No. 7 of 1965)

# THE STOCK DISEASES (FOOT AND MOUTH DISEASE NO. 3) REGULATIONS, 1998 (Under Section 3)

In the exercise of the powers conferred by Section 3 of the Animal Diseases Act, 1965, the Minister for Agriculture and Cooperatives hereby makes the following Regulations:

Citation and Commencement.

1. These Regulations may be cited as the Stock Diseases (Foot and Mouth Disease No. 3) Regulations, 1998 and shall be deemed to have come into force on 13th February, 1998.

Revocation of Legal Notice No. 4 of 1998.

2. Legal Notice No. 4 of 1998, The Stock Diseases (Foot and Mouth Disease No. 2) Regulations 1998, is hereby revoked.

N.M. NKAMBULE Principal Secretary

# LEGAL NOTICE NO. 22 OF 1998

# THE WAGES ACT, 1964 (Act No. 16 of 1964)

# THE REGULATION OF WAGES (BUILDING AND CONSTRUCTION INDUSTRY) ORDER, 1998 (Under Section 11)

In exercise of the powers conferred on him by Section 11 of the Wages Act, 1964, the Minister for Enterprise and Employment hereby makes the following Order:

Citation and Commencement.

1. This Order may be cited as the Regulation of Wages (Building and Construction Industry) Order 1998 and shall be deemed to have come into effect on the 1st February 1998.

Interpretation.

2. In this Order, unless the context otherwise requires:

"clerk (without certificate)" means an employee who does not hold the Senior Certificate of Education or its equivalent and who is engaged in general clerical duties;

"clerk (with certificate)" means an employee who holds the Senior of Education and who is engaged in general clerical duties;

"cook" means an employee engaged in cooking and issuing of food to other employees;

"typist" means an employee mainly engaged in typing, checking figures and filing, and who is capable of typing a minimum of 30 words per minute;

"crane driver" (mobile) means an employee who operates a self propelled crane;

"crane driver" (tower) means an employee who operates a tower crane;

"continuous service" means service in the employment of the employer interrupted only by the death, retirement, completion on discharge of the employee concerned and an employee who is re-engaged within two months of his discharge shall be deemed to be in the continuous service of that employer.

"driver" (light vehicle) means an employee whose duties, in addition to being in charge of a motor vehicle of under 5 tons laden weight include handling of cargo to and from the tailboard and the daily maintenance and cleaning of such vehicle;

"driver" (heavy duty) means an employee in possession of an heavy duty driver's Licence and whose duties, in addition of being in charge of a vehicle of between 5 tons and 10 tons loaded, including the handling of cargo to and from the tailboard and the daily maintenance and cleaning of such vehicle;

"driver" (extra heavy) means an employee in possession of a heavy duty driver's Licence and who is in charge of a vehicle in excess of 10 tons laden weight including articulated vehicles and is responsible for the safety of the load;

"family" means in relation to an employee, the wife and unmarried children under the age of eighteen years living with the employee on the employer's property; "general labourer" means an employee who performs general unskilled work;

"general tradesman" means an employee who does not hold a trade test certificate but has a recognized ability in one of the following trades -

block layer or plasterer	electrician
brick layer or tiler	wire-man
joiner or cabinet maker	mechanic
shutter hand or carpenter	plant fitter
painter or glazier	structural steel erector
plumber or drain layer	boiler maker
welder	pipe fitter
reinforcement steel fixer	scaffolding erector

"induna" means an employee in charge of other employees;

"plant operator" means an employee who is placed in charge of operating either a mixer, dumper or tractor;

"machine operator" means an employee who has been operating a machine in the Building and Construction Industry for six or more months, or who can show proof of six months relevant experience in another industry;

"earthmover operator" means an employee who operates an earthmoving machine;

"reinforcement fixer" means an employee who cuts, bands and fixes reinforcement;

"scaffolding erector" means an employee who is in charge of erecting scaffolding;

"storeman" means a person who, apart from carrying out the duties of stores clerk, is responsible for ordering certain items on behalf of his employer;

"structure Steel erector" means an employee who erects a steel structure;

"survey and soil assistant" means an employee who surveys the earth's surfaces, natural topography and man-made structures, underground areas, and prepare maps and charts;

"tea maker" means an employee who is engaged to routinely clean offices and to prepare refreshments;

"normal working hours" means the hours of work specified in Section 5;

"trade tested person or tradesman" means a person who holds a craft certificate indicating the degree of proficiency attained by the person as indicated by a trade test conducted by a trade testing officer duly appointed as such in the public service;

"watchman or security guard" means an employee who is engaged during the day or night to guard the premises or other property of his employer.

# Application.

3. (1) Subject to sub-regulation (2), this Order shall apply to persons specified in the First Schedule who are employed in any undertaking or part of an undertaking which carries on for gain one or more of the following activities:-

- (a) the construction, structural alteration, maintenance, of any railway line, siding, public or private road, thoroughfare, airfield, tunnel, bridge, viaduct, waterworks, lattice work, or other structure designed solely for the support of electric lines; or
- (b) the construction, structural alteration, maintenance repair or demolition of any building, fencing and preparing or laying the foundation of a building or an intended building.

(2) This Order shall not apply to persons employed in any undertaking or part thereof operated by:-

- (a) the Government;
- (b) a local authority; or
- (c) such charitable or religious organization, educational or medical institution as may be specified in writing by the Minister.

(3) In addition to anything contained in these Regulation, part V of the Employment Act, 1980 shall be applicable as found in the Employment Act and as with adaptations in the Second Schedule hereof.

Basic Minimum Wage (First Schedule).

4. The employees specified in the first schedule shall be paid a basic minimum wage calculated at a rate not less than that specified in that schedule.

Normal Working Hours.

5. (1) the normal working week (other than for a watchman or security guard) shall be from Monday to Friday and shall consist of forty-five hours.

(2) The normal working week for a watchman or security guard shall be seventy-two hours spread over six shifts, each of twelve hours, inclusive of meal breaks.

(3) No employee, other than a watchman or security guard shall be required to work for more than five hours without a break of not less than thirty minutes.

#### Public Holidays.

6. (1) The following shall be Public Holidays with full pay -

Independence (Somhlolo) Day; Good Friday; Christmas Day; Umhlanga (Reed Dance) Day; King's Mswati III Birthday; Incwala Day; Easter Monday and Workers Day (1st May)

(2) Where a public holiday, specified in sub-regulation (1) falls on a Sunday, the following day shall be deemed to be a public holiday.

(3) An employee who is absent without leave on the working day before or the working day after a public holiday, shall not be entitled to any payment in respect of that public holiday in terms of this regulation.

# Payment of Overtime.

7. (1) An employee, other than a watchman or security guard, shall be paid for overtime worked at the following rates -

- (a) during the normal working week for overtime worked, before midnight in excess of the normal working hours, at one and one third times the normal hourly rate of wages;
- (b) during the normal working week for overtime worked after midnight in continuation of normal working hours or other overtime worked, at twice his employee normal hourly rate of wages;
- (c) for any time worked on Saturday before 1.00 p.m. at one and half times his normal hourly rate of wages;
- (d) for any time worked on a public holiday specified in regulation 6 (1), Sunday or after 1.00 p.m. on Saturday at twice his normal hourly rate of wages.
- (e) Overtime in respect of any employee other than a watchman or security guard shall be payable on the completion of the basic forty five working hours being completed during the week unless a doctor's note has been issued for sick leave or prior agreement with the employer for leave has been arranged.

(2) Overtime in respect of a watchman or security guard shall be calculated at twice the normal hourly rate for all time worked on a public holiday specified in regulation 6 or any time worked in excess of twelve hours on any working day, and that any watchman or security guard who has been absent from work during any week without reasonable cause shall not be entitled to overtime in that week until the watchman or security guard has completed seventy-two hours of work.

# PART V

# APPLICATION OF EMPLOYMENT ACT, 1980, SECOND SCHEDULE

# Application.

1. This Part of the Act shall apply to every contract of employment made in Swaziland and to be performed wholly within Swaziland.

# Probationary period.

2. (1) During period of probationary employment as stipulated either in the form to be given to an employee under section 22 of the Employment Act, 1980 or in a collective agreement governing his terms and conditions of employment, either party may terminate the contract of employment between them without notice.

(2) No probationary period shall, except in the case of employee engaged on supervisory technical or confidential work, extend beyond three months.

(3) In case of employees engaged on supervisory, technical or confidential work, the probationary period shall be fixed in writing, between the employer and employee at the time of engagement.

#### Periods of notice by employer and employee.

3. (1) Subject to regulation 9, the minimum notice of termination of employment an employer may give an employee who has completed his probationary period of employment, and who has been continuously employed by that employer for more than one month shall be:-

- (a) If the period of continuous employment is less than three months, one week;
- (b) If the period of continuous employment is between three months and twelve months, two days for each completed month of continuous employment up to and including the twelfth month;
- (c) If the period of continuous employment is more than twelve months, one month and an additional four days for each completed year of continuous employment after first year of such employment. (Amendment Act 4/1995)

(2) Notwithstanding any other provision of Part v, 3, where an employee has completed his probationary period of employment and is employed on a contract of employment which provides for an employee wages at monthly or fortnight intervals, the minimum period of notice of termination of employment to be given to that employee shall not be less than one month or a fortnight as the case may be.

(3) The minimum period of notice to be given by an employee who has been continuously employed by the same employer for a period of three months or more shall be one week, or such longer period as may be specified in the form at the Second Schedule to be given to the employee under Section 22 of the Employment Act, 1980 or in a collective agreement covering the terms and conditions of employment of the employee.

(4) The period of notice to be given under sub-regulations (2) and (3) shall begin on the working day following that on which it is served by either party.

(5) Nothing in this Regulation shall prevent either party terminating a contract of employment by paying to the other party, in lieu of notice, an amount equal to the basic wages which would have been earned by the employee during the period of notice.

(6) During the period of notice served by an employer on an employee under this Regulation, the employee shall be entitled, without reduction in wages, to be absent from work for the purpose of seeking other employment for twelve hours each week, the timing of which shall be agreed between the employer and employee and which, in pursuance of such agreement, may be taken in one or more complete days during the period of notice.

(7) Nothing in this Regulation shall prejudice the right of the employer to dismiss an employee summarily for a just cause and any employee who is dismissed for a just cause shall be paid the wages due to him up to and including the date of such dismissal.

(8) An employee shall not be dismissed without notice unless the reasons for the dismissal are such as to warrant the immediate cessation of the employer or employee relationship and where the employer cannot be expected to take any other course.

#### Severance Allowance.

4. (1) Subject to sub regulations (2) and (3) if the services of an employee are terminated by the employer other than under the provisions of regulation 13 the employee shall be paid, as part of the benefits accruing under his contract of service, a severance allowance amounting to ten working days' wages for each completed year in excess of the one year that he has been continuously employed by that employer.

(2) In calculating the amount of the severance allowance to which the employee is entitled under sub-regulation (1) any employment an employee with the employer concerned prior to the 1st January 1968 shall be discharged.

(3) If an employer operates or participates in, and makes any contribution to any gratuity, pension or provident fund (other than the Swaziland National Provident Fund established by the Swaziland National Provident Fund Order, 1974) which is operated for the benefit of his employees, the employer on termination of employment of an employee, shall be entitled to repayment from the gratuity, pension or provident fund equal to the employer's total contribution to that gratuity, pension or provident fund in respect of the employee to whom a severance allowance is to be paid under this Regulation.

(4) The amount of the repayment under sub-regulation (3) shall not exceed the total amount of the severance allowance paid by the employer under section sub-regulation (1).

(5) For the purpose of this regulation, the term "wage" shall mean the wages payable to the employee at the time his services were terminated.

Employee's services not to be unfairly terminated.

- 5. (1) This regulation shall not apply to -
  - (a) an employee who has not completed the period of probationary employment provided for in Part V, 2;
  - (b) an employee whose contract of employment requires him to work less than twentyone hours each week;
  - (c) an employee who is a member of the immediate family of the employer;
  - (d) an employee engaged for a fixed term and whose term of engagement has expired.
  - (2) No employer shall terminate the services of an employee unfairly.

(3) The termination of an employee's services shall be deemed to be fair if it takes place for any one more of the following reasons -

- (a) The employee's membership of an organisation or participation in an organisation's activities outside working hours or with the consent of the employer, within hours;
- (b) because the employee is seeking office as, or the participation in the capacity of an employee's representative;
- (c) the filling in good faith of a complaint or the participation in a proceeding against an employer involving alleged violation of any law or the breach of the terms and conditions of employment under which the employee is employed;
- (d) the race, colour, religious, marital status, sex, national origin, tribal, or clan extraction, political affiliation or social status of the employee;
- (e) where the employee is certified by a medical practitioner as being incapable of carrying out normal duties because of medical condition brought about by work carried out by the employee for his present employer except where the employer proves that he has no suitable alternative employment to offer that employee;

(f) because of the employee's absence from duty due to sickness certified by a medical practitioner for a period not exceeding six months, or to accident or injury arising out of his employment, except where the employer proves that, in all the circumstances of the case, it was necessary for the employer permanently to replace the employee at the time his service are terminated.

Fair reason for the termination of an employee's service.

6. It shall be fair for an employer to terminate the services of an employee for any of the following reasons -

- (a) because the conduct or work performance of the employee has, after written, been such that the employer cannot reasonably be expected to continue to employ the employee;
- (b) because the employee is guilty of a dishonest act, violence, threats or ill treatment towards employer, or towards any member of the employer's family or any other employee of the undertaking in which the employee is employed;
- (c) because the employee wilfully causes damage to the buildings, machinery, tools, raw materials or other objects connected with the undertaking in which the employee is employed;
- (d) because of the employee, either by imprudence or carelessness, endangers the safety of the undertaking or any person employed or resident therein;
- (e) because of the employee has wilfully revealed manufacturing secrets or matters of a confidential nature to another person which is, or is likely to be detrimental to the employer,
- (f) because the employee has absented himself from work for more than a total of three working days in any period of thirty days without either the permission of the employer or a certificate signed by a medical practitioner certifying that the employee was unfit for work on those occasions;
- (g) because the employee refuses either to adopt safety measures or follow instructions of his employer in regard to the prevention of accidents or disease;
- (h) because the employer has been committed to prison and thus prevented fulfilling his obligations under his contract of employment;
- (i) because the employee is unable to continue in employment without contravening this regulation or any other law;
- (j) for any other reason which entails for the employer or the undertaking similar and detrimental consequences to those set out in this regulation. (Amended Act 11/1981, Act 4/1985).

#### Certificate of employment.

7. Any employee whose services are terminated shall be entitled to receive on request, at the time of such termination, a certificate from his employer specifying the dates of his engagement and termination and the nature of the work on which he has been employed.

#### Suspension from employment.

8. (1) An employer may suspend an employee from employment without pay where the employee is remanded in custody.

(2) Where an employee is subsequently acquitted of the charge for which he was placed in custody, the suspension shall be lifted, and subject to sub-regulation 3 the employer shall not be obliged to pay any wages to the employee for the period spent in custody.

(3) Where the employee is remanded in custody as a result of a charge laid by employer and is subsequently acquitted of that charge, the employer shall pay to the employee an amount equal to the remuneration he would have been paid for the period spent in custody had he not been in custody.

#### Employer to give notice of redundancies.

9. (1) For the purposes of this regulation the term "employee" shall be not to include any employee -

- (a) engaged on a seasonal contract;
- (b) who is a casual employee

(2) Where an employer contemplates terminating the contracts of employment of five or more employees for reason of redundancy, he shall give not less than one month's notice thereof in writing to the will which is a party to a collective agreement and information -

- (a) the number of employees likely to become redundant;
- (b) the occupations and remuneration of the employees affected;
- (c) the reasons for the redundancies; and
- (d) the date when the redundancies are likely to take effect.

#### Remedies against unfair termination of services.

10. (1) Where an employee alleges that his services have been unfairly terminated, or that the conduct of the employer towards him has been such that the employee can no longer be expected to continue in his employment, the employee may file a complaint with the Labour Commissioner, whereupon the Labour Commissioner, using the powers accorded to him Part II of the employment act, 1980 shall seek to settle the complaint by such means as may appear to be suitable to the circumstances of the case.

(2) Where the Commissioner of Labour succeeds in achieving a settlement of the complaint, the terms of the settlement shall be recorded in writing, signed by the employer and by employee and witnessed by the Commissioner of Labour one copy of the settlement shall be given to the employer, one copy shall be given to the employee and the original shall be retained by the Commissioner of Labour. (3) If the Commissioner of Labour is unable to achieve a settlement of the complaint within twenty-one days of it being filed with him, the complaint shall be treated as an unresolved dispute and the Commissioner of Labour shall forthwith submit a full report thereon to the Industrial Court which will then proceed to deal with the matter in accordance with the Industrial Relations Act.

#### Burden of proof.

11. (1) In the presentation of any complaint under Part V of the Employment Act, 1980 the employee shall be required to prove that at the time services were terminated that the employee was an employee to whom regulation 12 applied.

(2) The services of an employee shall not be considered as having been fairly terminated unless the employer proved -

- (a) that the reason for the termination was one permitted by regulation 13 and
- (b) that, taking into account all the circumstances of the case, it was reasonable to terminate the services of the employee.

#### Repatriation of employees.

12. (1) Where an employee has been brought to the place of the employment by the employer, or by a person acting on his behalf, and the employee's contract of employment is terminated by the employer for any cause, the employer shall be liable for the expenses of repatriation the employee by reasonable means to the place from which the employee was brought.

- (2) The expenses of repatriation shall include -
  - (a) the cost of travelling and subsistence expenses for the journey
  - (b) subsistence expenses during the period, if any, between the date of the termination of the contract and the date of repatriation.

#### Offences under this Part.

13. Any employer who -

- (a) except where part v (8) applies, fails or refuses to give an employee whose services are being terminated the minimum period of notices required by part 10;
- (b) fails or refuses to an employee whose services are being terminated to be absent from work for the purposes of seeking other employment as required by section 34 (6) the minimum period of notice required by regulation 10 (6).
- (c) terminates the contracts of employment of five or more of his employees for reasons of redundancy without giving prior notice thereof as required by part 17, or;
- (d) fails to pay the expenses of repatriating an employee as required by regulation 20;
- (e) fails to pay severance allowance as required by regulation 11 shall be guilty of an offence and liable on conviction therefore to a fine of two hundred and fifty Emalangeni or imprisonment for three months.

#### Annual Leave.

8. (1) After three months' of continuous service, an employee shall be entitled to one day's leave on full pay in respect of each months' continuous service. Such leave which is in addition to the Public Holidays specified in regulation 6 and any other days which are not normal working days shall be taken during the Industry's Annual three weeks shut down in December and January of each year.

(2) An employee with eleven months of continuous service will be granted 2 days leave on full pay during the twelfth month of employment, which leave together with the Public holiday of Christmas Day will provide full leave pay for the industry shut down (i.e. 14 working days).

(3) Where the employment of an employee is terminated after a period exceeding three months but not amounting to one year from the date of its commencement the employer shall pay to the employee a sum not less than one day's wages for each completed month of such period.

Sick Leave.

9. (1) After twelve consecutive months of continuous service with an employer and subject to the production of a medical certificated signed by a Medical Practitioner, registered under the medical and dental Practitioners Act, 1970, an employee shall be entitled to sick leave up to a miximum of fourteen days on full wages and thereafter to a maximum of fourteen days on half wages in each period of twelve months continuous service.

- (2) Notwithstanding sub-regulation (1);
  - (a) An employee shall not be entitled to the benefits specified in sub-regulation (1) if the sickness or accident causing his absence was caused by his own negligence or misconduct;
    - (b) A certificate issued by registered nurse shall be accepted in place of a Medical certificate if a Medical Practitioner is not available.

## Written particulars to be provided.

10. An employer shall within six weeks of engagement of an employee, give such employee a completed copy of the form at the Second Schedule of this Order.

#### Continuous service.

11. Where, following upon a change of ownership of an establishment or undertaking an employee enters the service of the new owner without interruption, his service shall be deemed to be continuous service in the employment of the new owner.

#### Travelling and Subsistence Allowances.

12. (1) Where an employee is temporarily employed at a place which is separated from his normal place of work by a distance of more than five kilometers by road his employer shall provide him with free transport to and from his normal place of work and the place of temporary employment.

(2) An employee required to travel on duty (other than in the circumstances set out in sub-Regulation (1) shall be provided either with free transport or be paid by his employer the cost of the travel by public transport.

(3) An employee who is absent on duty away from his normal place of employment for a longer period than twelve hours, and who returns to his normal place of residence without staying overnight shall be paid a subsistence allowance of E2.00 for each period of twelve hours or part thereof of such absence.

(4) An employee who is absent on duty overnight away from his normal place of employment, shall, in respect of each night's absence, be provided by his employer with;

(a) free food and accommodation or a nightly allowance of E12.50 in lieu thereof;

- (b) free accommodation and all allowance of E7.50 in lieu of food; or
- (c) free food and an allowance of E7.50 in lieu of accommodation;
- (d) An entitlement to free food, accommodation or allowances under these paragraph shall not cease until the employee is back to his normal place of employment.

(5) An employee entitled to subsistence allowance under sub-regulation (4), shall not be entitled to subsistence allowance under sub-regulation (3) in respect of the same period of absence.

(6) Where an employee is permanently transferred by his employer to a new place of employment, he shall be paid in addition to any other entitlement due to him under this regulation, a transfer allowance of E25.00

(7) An employee, who is provided by his employer with accommodation at his place of permanent employment in which his family is residing with the consent of the employer, shall if so required by his employer to transfer to another place of employment other than for the purpose of seasonal employment, be moved at the expense of that employer.

#### Lay-off.

13. (1) Where an employer is unable to provide work for any employee due to:-

(a) unavailability of working materials; or

(b) temporary cessation of work;

the employer may, subject to that employer giving the employee not less than twenty four hours notice, lay-off the employee without pay for a maximum period of thirty working days in the circumstances mentioned in sub-regulations (a) and (b).

(2) At the expiry of thirty working days the employer shall either provide work for the employee, or terminate his employment under the provisions of the Employment Act;

(3) An employee who is engaged for the duration of a specific project or in connection with a specific project shall, upon commencement of work be notified of the date upon which it is estimated the project shall terminate and the notification of such date of termination, not withstanding any other law whether or not the project is terminated, shall constitute an adequate notice by the employer to the employee of the date of notice of termination of such contract of service.

#### Lay-off due to weather.

14. (1) An employee who reports for work at his place of employment at the normal time but who is unable to start work due to inclement weather, the employer shall be entitled to a minimum of one and one half hours pay for that day.

(2) An employee who on any day commences work and who, in the opinion of his employer is unable to continue work due to inclement weather, shall be paid for the hours he has worked plus an additional one-and-half hours wages.

(3) The employer shall determine whether to start or stop work within the one-and half hours.

#### Clothing, equipment and protective clothing.

15. (1) If it is necessary to protect an employee from physical or chemical injury which may arise from the work he is required to do, the employer shall supply that employee with adequate protective clothing and such employee shall use the protective clothing as instructed.

(2) The employer of a watchman or security guard shall provide him free of charge with boots or shoes, a police whistle, a club and a torch, and where the watchman or security guard is required to work in inclement weather, the employer shall, in addition, provide him with a hat, overcoat or rain coat.

(3) An employee other than a watchman or security guard, who is required to work in direct contact with mass concrete or similar matter which is likely to cause injury to his feet, shall be provided by his employer, free of charge, with a pair of gumboots.

(4) An employee other than a watchman who is required to work outdoors in inclement weather shall be provided by his employer, free of charge with a waterproof coat and cap or similar garment.

(5) The clothing and equipment supplied to an employee under this regulation shall be of reasonable quality and shall remain the property of the employer.

(6) Where protective clothing, supplied to an employee under this regulation, is damaged or lost through the negligence of the employee, the employer may deduct the cost thereof, after due consideration of wear and tear, from wages due to the employee.

(7) Each employee after completing the probationary period is entitled to an issue of one pair of overalls and one pair of safety boots at half the cost of the items concerned at the time of purchase per twelve months service period.

(8) Each employee who works on a section of a project which is a double storey or more shall be issued with a hard-hat when the work proceeds into the section of the double storey. Any sections of single storey nature does not require a hard-hat.

Revocation of Legal Notice No. 63 of 1997.

16. The Regulation of Wages (Building and Construction Industry) Order, 1997 is hereby revoked.

## FIRST SCHEDULE

## (REGULATION 3 AND 4)

Clerk (with certificate)E2.92CookE2.82Crane driver (mobile)E5.84Crane driver (tower)E5.05Driver (light vehicle)E3.09Driver (heavy duty)E3.80Driver (extra heavy)E4.17Earthmover operatorE5.47Reinforcement FixerE2.90General LabourerE2.82General TradesmanE2.90Grade III Trade TestedE4.15Grade I Trade TestedE6.19IndunaE3.14Plant OperatorE3.14	p/h
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Reinforcement Fixer E2.90   General Labourer E2.82   General Tradesman E2.90   Grade III Trade Tested E2.92   Grade II Trade Tested E4.15   Grade I Trade Tested E6.19   Induna E3.14	o/h
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Grade III Trade Tested E2.92   Grade II Trade Tested E4.15   Grade I Trade Tested E6.19   Induna E3.14	
Grade II Trade Tested	
Induna E3.14	
	p/h
Plant Operator	o/h
	p/h
Storeman	p/h
Tea Maker E1.76	p/h
Typist	p/h
Watchman/Security Guard E24.79 per s	nift
Survey and soil Assistant	
Structure Steel erector	
Scaffolding erector E2.90	

## SECOND SCHEDULE

## WRITTEN PARTICULARS OF EMPLOYMENT FORM

1.	Name of Employer
2.	Name of Employee
3.	Date of Employment began
4.	Wage and method of calculation
5.	Interval at which wages are paid
	Normal hours of work
7.	Short description of employee's work
8.	Probation Period
9.	Annual Holiday Entitlement

10. Paid I	Public Holiday		
11. Payme	ent during sickness		
12. Mater	nity Leave (if employee female)		
13. Notice	e employee entitled to receive		
14. Notice	e employee required to give		
15. Pensio	on Scheme (if any, other than N.P.F. Scheme)		
16. Any o	ther matter either party wishes to include		
Notes (a) An Industry Union is recognized by this undertaking any employee is free to join it. The address of the Industry Union is:			
	(b) The grievance procedure in this undertaking requires that a grievance first referred to:		
	(c) When any heading is inapplicable enter nil		
Signed:		Employer	
,		Employee	
		Witness	
		Date.	

C.J.M. KUNENE Principal Secretary Ministry of Enterprise & Employment

S15

#### LEGAL NOTICE NO. 23 OF 1998

#### THE WAGES ACT, 1964 (Act No. 16 of 1964)

#### THE REGULATION OF WAGES (MANUFACTURE AND SALE OF HANDICRAFTS INDUSTRY) ORDER, 1998 (Under Section 11)

In exercise of the powers conferred on him by Section 11 of the Wages Act, 1964, the Minister for Enterprise and Employment hereby makes the following Order.

Citation and Commencement.

1. This Order may be cited as the Regulation of Wages (Manufacture and Sale of Handicrafts Industry) Order 1998 and shall be deemed to have come into effect on the 1st January, 1998.

#### Application.

2. This Order shall apply to all persons employed in any undertaking which consists wholly or mainly in the carrying on of one or more of the following activities -

- (a) the manufacture primarily by hand, with minimal use of powered machines of spinning, weaving, knitting, sewing, carving, dying, casting, forging, pottery, tanning, painting and drawing of goods to be sold as handicrafts of Swaziland; or
- (b) the sale of handicrafts in establishment responsible for or associated with or part of undertakings for the manufacture of goods described in the preceding paragraph (a).

Provided that this Order shall not apply to persons employed by -

- (i) the government of Swaziland;
- (ii) a local authority; or
- (iii) such charitable, or religious organisations or medical institutions declared in writing, by the Minister to be exempted from the provisions of these Regulations.

#### Interpretation.

3. In third Order, unless the context otherwise requires -

"bobbin winder" means an employee who winds yarn into a bobbin in preparation for weaving with hand;

"carder" means an employee who cards by hand or machine;

"casual labour" shall have the same meaning as that ascribed to it in the Employment Act;

"checker" means an employee who checks the receipt of unfinished goods and raw materials. or the despatch of finished goods or unfinished goods and checks quality and quantity;

"clerk/storeman" means an employee who undertakes clerical duties, correspondence preparation, filing and despatch, keeping stores and stock control, invoicing and the handling of petty cash; "craftsman" means a person who, after completing 6 months period as a trainee craftsman, is appointed to be a craftsman in spinning, weaving, knitting, sewing, carving, casting, forging, molding, pottery tanning, painting, drawing batiking, candlemaking or in whatever other aspect of handicraft he may be assigned to exercise his skill or skills;

"cleaner" means an employee who is responsible for the cleaning of the factory, offices, toilets or canteen;

"cook" means an employee who is engaged in cooking and issuing food to other employees;

"continuous service" means service in the employment of the employer interrupted only by the death, retirement or discharge of the employee concerned and an employee who is reengaged within two months of his discharge shall be deemed to be in the continuous service of that employer;

"driver (LDV)" means an employee in possession of a current driving licence who drives a vehicle of not more than 3 tons tare weight, and whose responsibilities include the care and cleanliness of the vehicle, simple maintenance, the handling of cargo to and from the vehicle and such other duties as from time to time, may be assigned to him;

"dyer" means an employee who prepares dyes, mixes and supervises the dying of materials;

"engraver" means an employee who engraves, smoothens, polishes the finished glassware and carries out duties related thereto;

"engraver assistant" means an employee who engraves, smoothens, polishes the finished glassware and carries out duties given by the engraver;

"finisher" means a person who is employed to complete the manufacture of any article and makes final preparations for its sale or display;

"general labourer" means a person employed to perform tasks not requiring the exercise of particular skills or scholastic attainment;

"handyman" means an employee who does not hold a trade test certificate but who carries out simple repairs and supervises and allocates work to subordinate staff under his control;

"machinist" means an employee who operates an electrical sewing machine to manucfacture clothing or garment;

"machinist assistant" means an employee, other than a learner machine operator, who attends and operate a guillotine machine, bending machine, spot welding machine or any other machine requiring similar skills;

"machine operator" means an employee, other than a learner operator, engaged in operating a machine;

"master screen printer" means an employee who is capable of cutting screen mixing pigments and has thorough knowledge of screen printing techniques;

"master potter" means an employee who is skilled in making pots to any specification, who has a general knowledge of glazing and firing techniques;

"master weaver" a person who knows all aspects of weaving both frame and loom weaving, preparing of warps and warping materials and production of woven articles to specification; "master silversmith" means an employee who is capable of working silver to any specification;

"melter" means an employee who melts glasses in glass factory;

"outworker" shall have the same meaning as that ascribed to it in the Employment Act;

"office clerk" means an employee who does, general clerical duties including typing and answering the telephone;

"piece work" shall have the same meaning as that ascribed to it in the Employment Act;

"potter" means an employee who makes pots by hand or pot wheels;

"security guard" or "watchman" shall mean a person employed to protect his employer's premises and property and, generally, to safeguard the livehood of the employer's work force;

"shop assistant" means a person employed to sell goods to the public, to transact business with customers, to display goods that are for sale, to prepare invoices and receipts, to receive and disburse cash and remittances, to pack goods purchased by customers and to ensure the cleanliness and good appearance of the sales premises;

"supervisor" means a person employed to oversee the work, quality of work and productivity of the personnel placed in his charge and to be responsible for their conduct and discipline;

"screenprinter" means an employee who screenprints by hand pulling a squeege;

"semi-skilled kiln hand" means an employee who has limited knowledge in operating kiln and packs it according to specification;

"silver-smith" means an employee who is capable of working silver by hand;

"spinner" means an employee who carries out spinning operations of wool or other materials according to specification;

"trainee craftsman" means a person who, after successful conclusion of the probation period has been appointed to be a "trainee craftsman" and who serves in that capacity in whatever skill or craft he may be assigned for a period, not exceeding 6 months from the date of appointment;

"weaver" means an employee who carries out duties either by operating hand loom or other equipment to manufacture the required goods;

"washer" means an employee who washes and dries material or wool and if necessary mothproof the wool;

#### Basic Minimum Wage.

4. The basic minimum wage inclusive of rations or cash in lieu thereof to be paid to employees specified in the First Schedule shall be calculated at a rate not less than that specified therein provided that:-

(a) an employee who, at the date of the commencement of this Order is in receipt of a wage higher than that prescribed by this Order, shall not suffer any reduction in such wages by reason of this order; and (b) where no definition of an employee's duties are provided for in the Order such employee shall be paid a basic wage not less than that applicable to a general labourer.

#### Hours of Work.

5. The normal working hours for employees, other than those engaged as outworkers, piece workers and casual labourers and subject to the provisions of regulations 6 of this Order shall be:-

- (a) for those engaged, other as watchman or casual labourers, forty five hours a week; and
- (b) for those engaged as security guards or watchman, sixty hours in five shifts of twelve hours each in a week.

#### Overtime.

6. (1) An employee required to work hours in excess of weekly hours specified in regulation 5 shall be remunerated as follows for any hours so worked:-

- (a) for hours worked on a day, other than Sunday or a public holiday specified in regulation 7 in excess of those specified in regulation 6 of this Order shall be at the rate of one and a half times the hourly rate; and
- (b) for hours worked on a Sunday or a public holiday specified in the regulation 7, in excess of those specified in regulation 5 (a) payment shall be at the rate of twice the hourly rate.

(2) An employee engaged as a security guard or watchman required to work hours in excess of those specified in regulations 5 (b) or who is required to work on a public holiday specified in regulation 7 shall be remunerated for the hours so worked at twice the hourly rate or, by agreement between the employee and the employer, shall be granted an equivalent amount of time off on another occasion in lieu of thereof;

- (3) The basic hourly rate of wages shall be calculated:-
  - (a) in respect of employees whose hours are specified in regulation 5 (a) by the division of the monthly rate of wages specified in the First Schedule by one hundred and ninety three hours and half an hour (193.5 hours) and
  - (b) in respect of employees whose hours are specified in regulation 5 (b) by the division of the monthly rate of wages specified in the First Schedule by two hundred and ten hours (210 hours)

#### Public Holidays.

7. (1) The following shall be public holidays with full pay -

Incwala; New Years Day; Good Friday; Easter Monday; King's Birthday (19 April); Umhlanga Somhlolo Day; Christmas Day; Boxing Day; and Workers Day. (2) Where a public holiday falls on a Sunday, the following day shall be deemed to be a public holiday.

(3) An employee who is absent without leave on the working day before or the working day after public holiday, shall not be entitled to any payment in respect of that public holiday in terms of this Regulation.

#### Payment for Overtime.

8. (1) For an employee other than a watchman or security guard shall be payable at the following rates:-

- (a) during the normal working week, for overtime worked before midnight in excess of the normal working hours, at one and half times his normal hourly rate of wages;
- (b) for any time worked on a public holiday specified in regulation 7 or Sunday at twice his normal hourly rate of wages.

(2) Overtime in respect of a watchman or security guard shall be calculated at twice his hourly rate for all time worked on a public holiday specified in regulation 7 or any time worked in excess of twelve hours on any normal working day, provided that any watchman or security guard who has been absent from work during any week without reasonable cause shall not be entitled to overtime in that week until he has completed seventy-two hours of work.

#### Annual Leave.

9. (1) After three months' of continuous service, an employee shall be entitled to one day's leave on full pay in respect of each month's continuous service, such leave is in addition to the Public Holidays specified in regulation 7.

(2) Where the employment of an employee is terminated after a period exceeding three months but not amounting to one year from the date of its commencement the employer shall pay to the employee a sum not less than one day's wages for each completed month of such period.

#### Sick Leave.

10. (1) After three months of continuous service with an employer and subject to the production of a medical certificate signed by a medical practitioner, registered under the Medical and Dental Practitioners Act, 1970, an employee shall be entitled to sick leave up to a minimum of fourteen days on full wages and thereafter to a maximum of fourteen days on half wages in each period of twelve months continuous service.

- (2) Notwithstanding sub-regulation (1),
  - (i) an employee shall not be entitled to the benefits specified in sub-regulation (1) if the sickness or accident causing his absence was caused by his own negligence or misconduct;
  - (ii) a certificate issued by a registered nurse shall be accepted in place of a medical certificate if a medical practitioner is not available.

#### Compassionate Leave.

11. (i) After three months of continuous service, an employee shall be entitled to compassionate leave with full pay as follows:

Widow/Widower	-	30 working days
Child		7 working days
Natural parents	•	7 working days

(ii) Entitlement to compassionate leave of any other relatives in addition to the above shall be at the descretion of the employer.

Written particulars of employment to be provided.

12. An employer shall on engagement of an employee, give such employee a completed copy of the form on the Second Schedule of this Order.

#### Continuous Service.

13. Where, following upon a change of ownership of an establishment or undertaking an employee enters the service of the new owner without interruption, his service shall be deemed to be continuous service in the employment of the new owner.

#### Protective clothing.

14. Where it is necessary to protect an employee from physical or chemical injury which may arise from the work he is required to do, the employer shall supply that employee with protective clothing and such employee shall use the protective clothing as instructed.

#### Lay-Off.

15. (1) Where an employer is unable to provide work for any employee due to -

- (a) unavailability of working materials; or
- (b) temporary cessation of work,

he may, subject to him giving the employee not less than twenty four hours notice, lay-off the employee, without pay, for a maximum period of fifteen working days in the circumstances mentioned in sub-regulation (a) and for a maximum period of thirty working days in the circumstances mentioned in sub-regulation (b)

(2) At the expiry of fifteen working days or thirty working days as may be applicable, the employer shall either provide work for the employee, or terminate his employment under the provisions of the Employment Act.

(3) An employee who has been engaged for the duration of a specific project or in connection with a specific project shall, upon commencement of work be informed of the date upon which it is estimated the project will terminate.

(4) The specifying of such date of termination, not withstanding any other law whether or not the project has in fact terminated, shall constitute an adequate notice by the employer to the employee of the date of notice of termination of such contract of service.

#### Piece of Work.

16. An employee engaged on piece work shall be remunerated at a rate not less than that specified in the First Schedule.

#### Revocation of Legal Notice No. 23 of 1997.

17. The Regulation of Wages (Manufacture and Sale of Handicrafts Industry) Order, 1997 is hereby revoked.

#### FIRST SCHEDULE (Regulation 4)

#### BASIC MINIMUM WAGE (Emalangeni per month)

General Labourer Cleaner Trainee Craftsman Piece Worker Washer Cook Casual Labourer	E282.34
Carder Bobbin Winer Spinner Handyman Finisher Melter Engraver Assistant Machinist Assistant Semi-skilled Kiln hand	E330.33
Security Guard Office clerk Shop Assistant Machine Operator Machinist Weaver Engraver Craftsman Potter Screenprinter Silversmith	E358.14
Master Potter Master Weaver Master Silverfish Master Screenprinter Clerk/Storeman Dyer Checker Driver Supervisor	E399.96

## SECOND SCHEDULE Regulation 12

## WRITTEN PARTICULARS OF EMPLOYMENT FORM

1. Name of Employer .....

2. Name of Employee .....

3.	Date Employment began				
4.	Wage and method of calculation				
5.	Interval at which wages are paid				
6.	Normal hours of work				
7.	Short description of employee's work				
	*				
8.	Probation Period				
9.	Annual Holiday Entitlement				
10.	Paid Public Holiday				
11.	Payment during sickness				
12.	Maternity Leave (if employee female)				
13.	Notice employee entitled to receive				
14.	Notice employee required to give				
15.	Pension Scheme (if any, other than N.P.F. Scheme)				
16.	Any other matter either party wishes to include				
Not	Notes (a) An Industry Union is recognised by this undertaking any employee is free to join it. The address of the Industry Union is:				
	(b) The grievance procedure in this undertaking requires that a grievance should be first				
	referred to				
	(c) When any heading is inapplicable enter nil				
	Signed Employer				
	Employee				
	Witness				
	Date.				
	CYRIL J.M. KUNENE Principal Secretary Ministry of Enterprise & Employment				

#### LEGAL NOTICE NO. 24 OF 1998

#### THE COMMISSIONS OF ENQUIRY ACT, 1963 (Act No. 35 of 1963)

#### THE COMMISSION OF ENQUIRY INTO THE RALEIGH FITKIN MEMORIAL HOSPITAL (FINANCIAL) (EXTENSION OF TIME) NOTICE, 1998 (Under sections 4 and 5)

In exercise of the powers conferred by sections 4 and 5 of the Commissions of Enquiry Act, 1963, the Minister for Health and Social Welfare issues the following Notice:

#### Citation and Commencement.

1. This Notice may be cited as the Commission of Enquiry into the Raleigh Fitkin Memorial Hospital (Financial) (Extension of Time) Notice, 1998, and shall be deemed to have come into force on the 30th October, 1997.

#### Extension of time.

2. The time within which the Commission shall submit its report is extended from the 30th day of October, 1997, to the 31st day of March, 1998.

#### DR PHETSILE DLAMINI (MP) Minister for Health and Social Welfare

Mbabane 16th February, 1998.

## LEGAL NOTICE NO. 25 OF 1998

#### THE COMMISSIONS OF ENQUIRY ACT, 1963 (Act No. 35 of 1963)

## THE COMMISSION OF ENQUIRY INTO THE RALEIGH FITKIN MEMORIAL HOSPITAL (ADMINISTRATIVE) (EXTENSION OF TIME) NOTICE, 1998 (Under sections 4 and 5)

In exercise of the powers conferred by sections 4 and 5 of the Commissions of Enquiry Act, 1963, the Minister for Health and Social Welfare issues the following Notice:

Citation and Commencement.

1. This Notice may be cited as the Commission of Enquiry into the Raleigh Fitkin Memorial Hospital (Administrative) (Extension of Time) Notice, 1998, and shall be deemed to have come into force on the 30th October, 1997.

Extension of time.

2. The time within which the Commission shall submit its report is extended from the 30th day of October, 1997, to the 31st day of March, 1998.

DR PHETSILE DLAMINI (MP) Minister for Health and Social Welfare

Mbabane 16th February, 1998.

The Government Printer, Mbabane