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NOTIFIKAZZJONIJIET TAL-GVERN

Nru. 264

FORZI ARMATI TA' MALTA
(Forza Regolari)

IL-PRESIDENT ta' Malta għoġobha tapprova t-trasferiment tal-Logutenent Christopher Spiteri mill-Forza Regolari tal-Forzi Armati ta' Malta, għall-Forza tar-Riserva Individwali, meta rtira, b'seħħ mit-2 ta' Frar, 2026.

Is-26 ta' Frar, 2026

Nru. 265

PUBBLIKAZZJONI TA' ATT
FIS-SUPPLIMENT

HUWA avżat għall-informazzjoni ġenerali li l-Att li ġej huwa ppubblikat fis-Suppliment li jinsab ma' din il-Gazzetta:

Att Nru I tal-2026 imsejjaħ l-Att tal-2026 li jemenda Liġijiet Varji relatati mal-Corporate Sustainability Reporting.

Is-26 ta' Frar, 2026

Nru. 266

ATT DWAR L-AMMINISTRAZZJONI TAT-TAXXA
(KAP. 372) U ATT DWAR IT-TAXXA
FUQ IL-VALUR MIŻJUD (KAP. 406)

Avviż Skont Artikolu 29 tal-Att dwar
l-Amministrazzjoni tat-Taxxa, Kap. 372;
u Artikolu 73(2) tal-Att dwar it-Taxxa
fuq il-Valur Miżjud, Kap. 406

SKONT id-dispożizzjonijiet tal-proviso tal-Artikolu 29(1) tal-Att tal-1994 dwar l-Amministrazzjoni tat-Taxxa u/jew tal-Artikolu 73(2) tal-Att dwar it-Taxxa fuq il-Valur Miżjud, il-Kummissarju tat-Taxxa u d-Dwana b'dan javża lill-persuni/kumpaniji msemmija aktar 'l isfel biex imorru l-uffiċċju tal-Kummissarju tat-Taxxa u d-Dwana, Objections and Appeals Directorate Block 1, Triq Vincenzo Dimech, Il-Furjana FRN 1700, fi żmien tletin ġurnata minn dan l-avviż sabiex jiġbru l-avviż/i maħruġa fuqhom.

Isem	*Referenza*
Mark Camilleri	298472M
Alan Aquilina	204083M
Matthew Ciavola	114775M

Is-26 ta' Frar, 2026

GOVERNMENT NOTICES

No. 264

ARMED FORCES OF MALTA
(Regular Force)

THE President of Malta has been pleased to approve the transfer of Lieutenant Christopher Spiteri from the Regular Force of the Armed Forces of Malta to the Individual Reserve Force, on retirement, with effect from 2nd February, 2026.

26th February, 2026

No. 265

PUBLICATION OF ACT
IN SUPPLEMENT

IT is notified for general information that the following Act is published in the Supplement to this Gazette:

Act No. I of 2026 entitled the Various Laws relating to Corporate Sustainability Reporting (Amendment) Act, 2026.

26th February, 2026

No. 266

INCOME TAX MANAGEMENT ACT
(CAP. 372) AND VALUE ADDED
TAX ACT (CAP. 406)

Notice in terms of Article 29 of the Income Tax
Management Act, Cap. 372;
and Article 73(2) Value Added
Tax Act, Cap. 406

IN terms of the proviso to Article 29(1) of the Income Tax Management Act and/or Article 73(2) of the Value Added Tax Act, the Commissioner for Tax and Customs hereby notifies the persons listed hereunder to call at the Malta Tax and Customs Administration, Objections and Appeals Directorate, Block 1, Triq Vincenzo Dimech, Floriana FRN 1700, by not later than thirty days from the date of this publication to collect the notice/s issued on such persons.

Name	*Reference*
Mark Camilleri	298472M
Alan Aquilina	204083M
Matthew Ciavola	114775M

26th February, 2026

Nru. 267

MINISTERU GĦALL-FINANZI

Noti ta' Spjegazzjoni[1]

1. Introduzzjoni

Titolu tal-Leġiżlazzjoni	Att tal-2026 li jemenda Liġijiet Varji relatati mal-Corporate Sustainability Reporting
Attività li għandha tiġi regolata	Ħdax-il Skeda li tinsab mal-Att dwar il-Kumpaniji (Kapitolu 386 tal-Liġijiet ta' Malta) dwar il-penali amministrattivi
Entità responsabbli	Reġistru dwar in-Negozju ta' Malta

2. Taqsira u l-isfond

Dawn in-Noti ta' Spjegazzjoni jirreferu għall-emendi li għandhom jitwettqu għall-Att tal-2025 li jemenda l-Att dwar il-Kumpaniji (hawn iżjed 'il quddiem imsejjaħ l-"Att prinċipali") permezz tal-Att tal-2026 li jemenda Liġijiet Varji relatati mal-Corporate Sustainability Reporting (hawn iżjed 'il quddiem imsejjaħ l-"Att emendatorju"). L-għanijiet u l-objettivi ta' dawn l-emendi huma sabiex l-Att dwar il-Kumpaniji (Kapitolu 386 tal-Liġijiet ta' Malta) jiġi emendat ulterjorament b'tali mod li tiġi żgurata ċ-ċertezza legali.

Dawn in-Noti ta' Spjegazzjoni huma meħtieġa biss fir-rigward tas-sostituzzjoni tal-Ħdax-il Skeda tal-Att prinċipali, permezz tat-Taqsima V tal-Att emendatorju, u mhumiex meħtieġa għall-emendi l-oħra li saru permezz tal- Att tal-2026 li jemenda Liġijiet Varji relatati mal-Corporate Sustainability Reporting.

3. Ħarsa Ġenerali tal-Istruttura tal-Istrument

It-Taqsima V tal-Att emendatorju jikkonsisti f'żewġ (2) artikoli kif ġej:

- Artikolu 41 – emendi għall-Att prinċipali;
- Artikolu 42 – sostituzzjoni tal-Ħdax-il Skeda li tinsab mal-Att prinċipali.

4. Kummentarju

Il-Ħdax-il Skeda qiegħda tiġi sostitwita sabiex tiżgura ċertezza legali fir-rigward tad-dispożizzjonijiet relatati mal-penali amministrattivi, sabiex jiġu inkorporati ċerti dispożizzjonijiet u l-artikoli korrispondenti tagħhom, u sabiex jitħassru l-valuri deċimali.

5. Sezzjonijiet Konklużivi

L-Att emendatorju għandu jidħol fis-seħħ f'dik id-data jew dati li l-Ministru responsabbli għar-reġistrazzjoni ta' soċjetajiet kummerċjali jista', b'avviż fil-Gazzetta jistabbilixxi, u jistgħu jiġu hekk stabbiliti dati differenti għal dispożizzjonijiet u, jew għal għanijiet differenti tal-imsemmi Att.

L-uffiċjali tal-kumpaniji għandhom ikunu konxji bis-sħiħ tad-dispożizzjonijiet tal-Att emendatorju. Huwa rakkomandat li l-uffiċjali tal-kumpaniji kkonċernati jikkonsultaw avukat, accountant, jew awditur kif meħtieġ sabiex jiġi żgurat li jissodisfaw ir-rekwiżiti stipulati fil-liġi. In-nuqqas li jsiru s-sottomissjonijiet meħtieġa jew li tittieħed l-azzjoni meħtieġa fil-perjodi ta' żmien mitluba għandu jirriżulta fl-impożizzjoni ta' penali amministrattivi fuq il-kumpanija u l-uffiċjali tal-kumpanija. Il-penali amministrattivi jistgħu jiġu evitati jekk l-uffiċjali tal-kumpanija jkunu konformi mal-liġi Maltija dwar il-kumpaniji u l-liġi sussidjarja magħmula taħtha.

Għal aktar informazzjoni jekk jogħġbok ikkuntattja lil legal.enforcement@mbr.mt /22582300.

N.B. Dawn in-Noti ta' Spjegazzjoni mhumiex maħsuba biex ikunu deskrizzjoni eżawrjenti tal-istrument legali u lanqas sostitut tiegħu jew suppliment leġiżlattiv għall-istess. Dawn in-Noti ta' Spjegazzjoni mhumiex intiżi bħala deċiżjoni awtorevoli fuq l-interpretazzjoni tal-leġiżlazzjoni.

Is-26 ta' Frar, 2026

[1]Dawn in-Noti ta' Spjegazzjoni huma skont u għall-fini tal-artikolu 3(2)(ċ) tal-Att dwar l-Intrapriżi ż-Żgħar (Kapitolu 512 tal-Liġijiet ta' Malta).

No. 267

MINISTRY FOR FINANCE

Explanatory Notes[1]

1. Introduction

Title of the Legislation	Various Laws relating to Corporate Sustainability Reporting (Amendment) Act, 2026
Activity to be regulated	Eleventh Schedule to the Companies Act (Chapter 386 of the Laws of Malta) in relation to administrative penalties
Responsible entity	Malta Business Registry

2. Summary and background

These Explanatory Notes refer to the amendments which are to be carried out to the Companies (Amendment) Act, 2025 (hereinafter referred to as the "principal Act") through the Various Laws relating to Corporate Sustainability Reporting (Amendment) Act, 2026 (hereinafter referred to as the "amending Act"). The aims and objectives of these amendments are to further amend the Companies Act (Chapter 386 of the Laws of Malta) to ensure legal certainty.

These Explanatory Notes are only required with respect to the substitution of the Eleventh Schedule to the principal act, by way of Part V of the amending Act, and are not required for the other amendments carried out through the Various Laws relating to Corporate Sustainability Reporting (Amendment) Act, 2026.

3. Overview of the Structure of the Instrument

Part V of the amending Act consists of two (2) articles as follows:

- Article 41 – amendments to the principal Act;
- Article 42 – substitution of the Eleventh Schedule to the principal Act.

4. Commentary

The Eleventh Schedule is being substituted to ensure legal certainty with regard to the provisions relating to administrative penalties, to incorporate certain provisions and their corresponding articles and to delete the decimal values.

5. Concluding Sections

The amending Act shall come into force on such date or dates as the Minister responsible for the registration of commercial partnerships may, by notice in the Gazette establish, and different dates may be so established for different provisions and, or purposes of the said Act.

Officers of companies are to be fully aware of the provisions of the amending Act. It is advisable that officers of companies concerned consult a lawyer, accountant, or auditor as required to ensure that they satisfy the requirements stipulated in the law. Failure to make the necessary filings or take the necessary action within the requested time frames shall result in administrative penalties being imposed on the company and officers of the company. Administrative penalties can be avoided if the company officers adhere to the requirements stipulated in Maltese company law and any subsidiary legislation made thereunder.

For further information please contact legal.enforcement@mbr.mt / 22582300.

N.B. These Explanatory Notes are not intended to be an exhaustive description of the instrument nor a substitute thereof or a legislative supplement to it. These Explanatory Notes do not purport to be an authoritative ruling on the interpretation of the legislation.

26th February, 2026

[1]These Explanatory Notes are in accordance with and for the purpose of article 3(2)(c) of the Small Business Act (Chapter 512 of the Laws of Malta).

AVVIŻI TAL-QORTI – *COURT NOTICES*

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Ikun jaf kulħadd illi permezz ta' digriet mogħti fit-23 ta' Jannar, 2026, mogħti mill-Qorti tal-Appell Inferjuri Ċivili (Għawdex) fl-atti rikors ġuramentat numru 19/2023/1 (JVC) fl-ismijiet 'Alfred Attard vs Leonard Ellul Bonici' ippreżentat fir-Reġistru fil-Qorti msemmija fis-26 ta' Marzu, 2025, ġiet ordnata l-pubblikazzjoni tal-estratt hawn taħt riprodott u dan sabiex iservi ta' notifika fil-konfront tal-intimata Leonard Ellul Bonici, karta tal-identità numru 474267M, 'Ta' Bertija Court', Blk B, Flat 6, Triq Liberat Grech, Ix-Xagħra, Għawdex, u dan ai termini tal-artiklu 187(3) tal-Kapitlu 12 tal-Liġijiet ta' Malta.

Qorti tal-Appell Inferjuri Ċivili (Għawdex)

'Min jirċievi dan ir-rikors maħluf kontra tiegħu għandu jippreżenta r-risposta tiegħu fi żmien għoxrin (20) jum mid-data tan-notifika, ċoè minn meta jirċeviha. Jekk ma tiġix preżentata r-risposta maħlufa bil-miktub kif trid il-liġi sażżmien imsemmi, il-Qorti tgħaddi biex tagħti d-deċiżjoni skont il-liġi.

Għalhekk huwa fl-interess ta' min jirċievi dan ir-rikors maħluf li jkellem avukat bla dewmien sabiex il-Qorti tisma' x'għandu xi jgħid fil-kawża.'

Rikors tal-appell tal-attur Alfred Attard; Jesponi bir-rispett:

Illi permezz tal-avviż tat-talba ippreżentat minnu fis-17 ta' Novembru, 2023, l-esponenti talab li l-konvenut jiġi kkundannat iħallsu s-somma ta' €3,154.36 rappreżentanti xogħol li sar minnu ta' bini ta' ħitan u xogħol ieħor anċillari fi Triq il-Kalkara tal-Ġir, il-Munxar, Għawdex, kif ukoll għal materjal fornut u ħlas ta' terz kuntrattur kollox fuq inkarigu tal-konvenut, bl-ispejjeż u bl-imgħaxijiet;

Illi l-konvenut wieġeb b'risposta ppreżentata minnu fil-15 ta' Diċembru, 2023, fejn eċċepixxa li l-ħajt tas-sejjieħ ma nbeniex skont is-sengħa u l-arti, mhux mibni skont l-avviż legali 160/97 kif emendat bl-avviż legali 169/04, li l-konvenut offra lill-esponenti l-opportunità li jirranġah u li m'għandux ibati spejjeż;

Illi b'sentenza mogħtija mit-Tribunal għal Talbiet Żgħar (Għawdex) fis-7 ta' Marzu, 2025, it-talbiet tal-esponenti ġew miċħuda bl-ispejjeż kontra tiegħu;

Illi l-esponenti jħoss ruħu ferm aggravat b'din is-sentenza u għalhekk qiegħed jinterponi dan l-umli appell minnha. L-aggravji tiegħu huma, fil-qosor, dawn illi gejjin:

Is-sentenza appellata hija żbaljata fejn it-Tribunal ma għamilx analiżi tal-provi prodotti iżda għażel dik li

It is to be noted that by a decree given on 23rd January, 2026, by the Court of Appeal of the Lower Civil Court (Gozo) in the documents of the sworn application number 19/2023/1 (JVC) in the names 'Alfred Attard vs Leonard Ellul Bonici' filed in the Registry of the said Court on 26th March, 2025, the publication of the extract reproduced below was ordered and this in order to serve as a notification against the respondent Leonard Ellul Bonici, identity card number 474267M, 'Ta' Bertija Court', Blk B, Flat 6, Triq Liberat Grech, Xagħra, Gozo, and this in terms of article 187(3) of Cap. 12 of the Laws of Malta.

Civil Court of Appeal (Gozo)

'The person receiving this sworn application against him must file his response within twenty (20) days from the date of notification, that is, from the time he receives it. If the sworn response in writing is not filed as required by law by the said time, the Court will proceed to give the decision in accordance with the law.

'It is therefore in the interest of the recipient of this sworn application to speak to a lawyer without delay so that the Court can hear what he has to say in the case.'

Appeal of the plaintiff Alfred Attard; Respectfully submits:

That through the notice of claim filed by him on the 17th November, 2023, the exponent requested that the defendant be ordered to pay the sum of €3,154.36 representing work carried out by him of building walls and other ancillary work in Triq il-Kalkara tal-Ġir, Munxar, Gozo, as well as for material supplied and payment of a third party contractor all at the expense of the defendant, with costs and interest;

That the defendant responded with a response filed by him on the 15th of December, 2023, where he objected that the rubble wall was not built according to the craft and art, not built according to legal notice 160/97 as amended by legal notice 169/04, that the defendant offered the exponent the opportunity to repair it and that he should not pay costs;

That by a judgment given by the Small Claims Tribunal (Gozo) on the 7th March, 2025, the claims of the appellant were dismissed with costs against him;

That the exponent feels himself greatly aggrieved by this judgment and is therefore interposing this humble appeal from it. His grounds of appeal are, in brief, the following:

The appealed judgment is erroneous in that the Tribunal did not conduct an analysis of the evidence produced but

fil-ġurisprudenza hija msejħa 'l-iskappatoja tad-dubju' mingħajr ma għamel apprezzament xieraq tal-provi prodotti quddiemu,

Is-sentenza appellata hija żbaljata billi t-Tribunal ma għamilx apprezzament xieraq tal-provi prodotti u mhuwiex minnu illi l-esponenti għamel xogħol illi ma kienx skont is-sengħa u l-arti,

Is-sentenza appellata hija wkoll żbaljata billi anke kieku tressqet prova soddisfaċenti illi l-esponenti għamel xogħol illi ma kienx skont is-sengħa u l-arti xorta waħda ma jfissirx illi s-soluzzjoni kienet illi huwa jiġi mċaħħad minn dak kollu dovut lilu iżda kellu jittieħed kont ta' dak illi jiddisponi l-artikolu 1640 (3) tal-Kap. 16 tal-Liġijiet ta' Malta;

Illi l-esponenti issa se jgħaddi sabiex jagħmel analiżi tal-aggravji imqajma minnu;

L-ewwel aggravju – is-sentanza appellata hija żbaljata fejn it-Tribunal ma għamilx analiżi tal-provi prodotti iżda għażel dik li fil-ġurisprudenza hija msejħa 'l-iskappatoja tad-dubju' mingħajr ma għamel apprezzament xieraq tal-provi prodotti quddiemu.

Illi mill-motivazzjoni qasira kontenuta fis-sentenza appellata jirriżulta illi r-raġuni prinċipali li wasslet lit-Tribunal biex jiċħad it-talba tal-esponenti kienet 'd-diskordanza fl-opinjonijiet peritali dwar l-istabbiltà o meno tal-ħajt' mingħajr ma attwalment ġie determinat min kien qiegħed jgħid is-sewwa almenu sal-livell meħtieġ ta' prova fil-kamp ċivili illi huwa dak ta' bilanċ ta' probabbiltà;

Illi minn qari tas-sentenza appellata jidher illi purtroppo t-Tribunal għażel l-iskappatoja tad-dubju. Skont ġurisprudenza paċifika illi tagħmel ampja referenza għas-sentenza mogħtija mill- Prim'Awla tal-Qorti Ċivili fl-24 ta' Novembru, 1966, fl-ismijiet Carmelo Farrugia vs Rokku Farrugia jinstab ritenut illi l-konflitt fil-provi, sakemm il-bniedem jibqa' suġġett għall-iżbalji tal-peċezzjonijiet tiegħu u għall-passjoni, huwa ħaġa li l-Qrati jridu jkunu dejjem lesti għaliha, imma meta dan il-konflitt ma jkunx ġej minn sempliċi differenza ta' opinjoni fuq affarijiet li jippermettu ċertu grad ta' tolleranza u li għalihom sewwa ngħad li 'tot homines tot sententia', u lanqas ma jkun ġej minn verżjonijiet differenti 'bona fide' fuq inċidenti li jiġru u jintemmu malajr u għal għarrieda, e.g. identità, velocità, ta' veikoli, u ċirkostanzi oħra subitanei li fuqhom skont l-esperjenza komuni, is-sensi jistgħu jitqarrqu, imma għall-kuntrarju dan il-konflitt ikun jirrigwarda fatti u abitudnijiet li jkunu setgħu ġew osservati f'perjodu twil ta' snin, bħal f'dan il-każ, allura jsir ċar li xi wieħed mill-kontendenti jkun ħalla l-interess u l-passjoni jelbuh u b'hekk jabbuża mill-proċess tal-ġustizzja. Meta l-każ ikun hekk il-Qorti m'għandhiex taqa' ċomb fuq l-iskappatoja tad-dubju, imma għandha teżamina bl-ikbar

chose what in jurisprudence is called 'the benefit of the doubt' without making a proper assessment of the evidence produced before it,

The appealed judgment is erroneous as the Tribunal did not make a proper assessment of the evidence produced and it is not true that the exponent did work that was not in accordance with the trade and art,

The appealed judgment is also erroneous because even if satisfactory proof had been presented that the exponent had performed work that was not in accordance with the trade and art, it still does not mean that the solution was that he be deprived of everything due to him, but account should have been taken of what is provided for in article 1640 (3) of Cap. 16 of the Laws of Malta;

That the speaker will now proceed to make an analysis of the grounds raised by him;

First ground of appeal – the appealed judgment is erroneous in that the Tribunal did not conduct an analysis of the evidence produced but chose what in jurisprudence is called 'the benefit of the doubt' without making a proper assessment of the evidence produced before it.

That from the brief reasoning contained in the appealed judgment it results that the main reason which led the Tribunal to reject the claimant's claim was 'the discrepancy in the expert opinions regarding the stability or otherwise of the wall' without actually determining who was telling the truth at least up to the required level of proof in the civil field which is that of a balance of probabilities;

That from a reading of the appealed judgment it appears that unfortunately the Tribunal chose to avoid the doubt. According to settled jurisprudence which makes ample reference to the judgment given by the First Hall of the Civil Court on the 24th November, 1966, in the names Carmelo Farrugia vs Rokku Farrugia finds it held that conflict in evidence, as long as man remains subject to errors of perception and passion, is something that the Courts must always be prepared for , but when this conflict does not arise from a simple difference of opinion on matters that allow a certain degree of tolerance and for which it has rightly been said that 'tot homines tot sententia' , nor does it arise from different 'bona fide ' versions on incidents that occur and end quickly and unexpectedly, e.g. identity , speed , of vehicles , and other sudden circumstances on which according to common experience, the senses can be deceived , but on the contrary this conflict concerns facts and habits that could have been observed over a long period of years, as in this case, then it becomes clear that one of the contenders has let interest and passion prevail and thus abuses the process of justice. When this is the case, the Court should not fall back on the presumption of doubt , but should examine with

reqqa jekk xi waħda miż-żewġ verżjonijiet, fid-dawl tas- soliti kriterji tal-kredibbiltà u speċjalment dawk tal-konsistenza u verosimiljanza, għandhiex teskludi lill-oħra, anke fuq il-bilanċ tal-probabbiltà u tal-preponderanza tal-provi, għax dawn, f'kawżi ċivili, huma ġeneralment suffiċjenti għal konvinċiment tal-ġudikant, eċċezzjoni ta' xi każijiet gravi li m'għandhomx rassomiljanza mal-każ preżenti (Formosa untrinque, P.A. 1964, konfermata fl-Appell, 22 ta' Marzu, 1965). Anzi f'każijiet bħal dawn, ikbar ma jkun il-konflitt bejn verżjoni u oħra ikbar tidher il-possibbiltà tal-qerq daparti ta' xi wieħed mill-kontendenti;

Illi huwa umilment sottomess illi dan huwa l-eżami illi kellu jagħmel it-Tribunal fis-sentenza appellata u mhux jaqbad u jiċħad it-talbiet tal-esponenti sempliċiment għaliex ir-rapporti peritali ex parte kienu jippreżentaw opinjonijiet tekniċi opposti. Inoltre huwa umilment sottomess illi t-Tribunal kellu jagħmel apprezzament xieraq tal-provi prodotti quddiemu. Dan iwassalna għall-kunsiderazzjoni tat-tieni aggravju;

It-tieni aggravju s-sentenza appellata hija żbaljata billi t-Tribunal ma għamilx apprezzament xieraq tal-provi prodotti u mhuwiex minnu illi l-esponenti għamel xogħol illi ma kienx skont is-sengħa u l-arti;

Illi huwa evidenti li t-Tribunal kellu żewġ verżjonijiet kunfliġġenti quddiemu. Dik mogħtija mill-esponenti illi xehed illi ħadem skont is-sengħa u l-arti u skont dak miftiehem mal-konvenut u l-verżjoni l-oħra mogħtija mill-konvenut fis-sens illi jixli lill-esponenti illi ma ħadimx skont is-sengħa u l-arti jew skont xi ftehim ta' bejniethom. L-unika fatti illi l-kontendenti jaqblu fuqhom huma illi l-konvenut inkariga lill-attur sabiex jibnilu żewġ ħitan u illi l-konvenut ma ħallas xejn lill-esponenti;

Illi l-verżjoni tal-esponenti hija fis-sens illi f'April 2023 inkariga lill-konvenut sabiex jibni żewġ ħitan (wieħed bil-ġebel tal-franka u l-ieħor bil-ġebel tal-qawwi) fi Triq il-Kalkara tal-Ġir, il-Munxar, Għawdex. L-esponenti għandu esperjenza f'dan ix-xogħol tant illi l-konvenut ġie riferut lilu minn kumpanija stabbilita tal-kostruzzjoni. Marru flimkien fuq il-post. Il-konvenut ried li l-ħajt ta' mat-triq jinbena fuq il-ġebel li kien hemm. L-esponenti ma qabilx għaliex il-pedament ma kienx stabbli u bħala prova ppreżenta ritratti minn Google Street View illi juri l-qagħda ħażina ta' dan il-ħajt. Il-konvenut aċċetta s-suġġeriment tal-esponenti u l-esponenti infurmah li se jġib JCB biex ineħħi parti mill-ħajt li ma kienx stabbli u jibda jibni l-ħajt il-gdid. Ftiehmu wkoll illi l-ħajt l-ieħor kellu jinbena sempliċement bl-istess ġebel li waqa' minnu. L-esponenti ġab il-materjal fuq il-post senjatament il-ġebel, waqqa' parti mill-ħajt tal-franka bil-JCB, beda jibni l-ħajt il-ġdid bil-ġebel tal-franka u bena

the utmost care whether either of the two versions, in the light of the usual criteria of credibility and especially those of consistency and verisimilitude, should exclude the other , even on the balance of probabilities and the preponderance of the evidence, because these, in civil cases, are generally sufficient to convince the judge, with the exception of some serious cases that bear no resemblance to the present case (Formosa untrinque , PA 1964 , confirmed in the Appeal, 22 March, 1965). Indeed, in such cases , the greater the conflict between one version and another, the greater the possibility of deception on the part of one of the contenders;

It is humbly submitted that this is the examination that the Tribunal should have made in the judgment under appeal and not to accept and reject the claims of the exponents simply because the ex parte expert reports presented opposing technical opinions. It is further humbly submitted that the Tribunal should have made a proper appreciation of the evidence produced before it. This leads us to consider the second ground of appeal;

The second ground of appeal is that the appealed judgment is erroneous as the Tribunal did not make a proper assessment of the evidence produced and it is not untrue that the exponent did work that was not in accordance with the trade and art;

That it is evident that the Tribunal had two conflicting versions before it. That given by the exponent who testified that he worked according to the trade and art and according to what was agreed with the defendant and the other version given by the defendant in the sense that he accuses the exponent of not working according to the trade and art or according to some agreement between them. The only facts that the contenders agree on are that the defendant commissioned the plaintiff to build two walls for him and that the defendant did not pay anything to the exponent;

That the version of the exponent is to the effect that in April, 2023 the defendant commissioned him to build two walls (one with limestone and the other with quarried stone) in Triq il-Kalkara tal-Ġir, Munxar, Gozo. The exponent has experience in this work so much so that the defendant was referred to him by an established construction company. They went to the site together. The defendant wanted the wall along the road to be built on the existing stones. The exponent did not agree because the foundation was not stable and as evidence presented photos from Google Street View showing the poor condition of this wall. The defendant accepted the exponent's suggestion and the exponent informed him that he would bring a JCB to remove part of the wall that was unstable and start building the new wall. They also agreed that the other wall was to be built simply with the same stone that had fallen from it. The exponent brought the material to the site, namely the stone, demolished part of

l-ħajt imwaqqa' tal-ġebel tal-qawwi. Matul l-andament tax-xogħlijiet, il-konvenut attenda fuq is-sit u kien talab lill-esponenti jwitti għalqa ta' terzi li tinstab fil-viċinanzi. Fir-rigward tal-ħajt ta' mat-triq, l-esponenti ġibed l-attenzjoni lill-konvenut illi jekk ma jinbeniex b'cement u jintlaqat jaqa'. Il-konvenut ma riedx juża cement imma minħabba r-raġuni mogħtija l-esponenti ma riedx ikompli jibnih però mbagħad il-konvenut qallu biex ikompli jibnih billi juża's-cement. Meta kien baqa' ġimgħa biex ilesti x-xogħlijiet, l-esponenti talab il-flus lill-konvenut iżda ma ħallasx u waqaf mix-xogħlijiet;

Illi l-verżjoni mogħtija mill-konvenut bilkemm tista' tissejjaħ verżjoni għaliex huwa aktar jiċħad dak li xehed l-esponenti milli jgħid x'ġara skontu. Hekk pereżempju, jiċħad li mar fuq il-post matul l-andament tax-xogħlijiet, jgħid li bagħat lill-mara ħallas lill-esponenti iżda qabel talabha xi ritratti, jiċħad li ftiehem mal-esponenti li ftiehmu li juża s-cement fil-bini tal-ħajt u ma jafx kellux permess tal-Awtorità tal-Ippjanar biex jagħmel ix-xogħlijiet illi qabbad lill-esponenti biex jagħmel. Ma ħallas xejn;

Illi rinfaċċjat b'dawn iż-żewġ verżjonijiet, it-Tribunal kellu jagħmel apprezzament sew tagħhom biex jasal għal deċiżjoni liema waħda minnhom, fuq bilanċ ta' probabbiltà, għandha mis-sewwa. L-esponenti jemmen fermament illi l-verżjoni mogħtija minnu, illi hija wara kollox il-verità, hija aktar kredibbli u fuq bilanċ ta' probabbiltajiet hekk kellu jsib it-Tribunal. L-esponenti jissenjala dawn is-segwenti fatturi:

L-esponenti xehed b'mod konsistenti kemm fl-affidavit tiegħu kif ukoll matul il-kontroeżami fejn, fost affarijiet oħra, baqa' konsistenti fil-verżjoni mogħtija minnu illi l-konvenut kien attenda fuq il-lant tax-xogħol matul ix-xogħlijiet u illi kien hemm ftehim illi jintuża s-cement sabiex il-ħajt ikun stabbli strutturalment,

Mhuwiex verosimili li l-konvenut jgħid li ma kien qatt mar jara x-xogħlijiet matul l-andament tagħhom, li ħalla x-xogħlijiet jitlestew kważi fl-intier u li mbagħad bagħat lill-mara tħallsu imma qabel tieħu xi ritratti,

Kieku l-konvenut ma marx jara x-xogħlijiet kif inkariga lill-esponenti jwitti għalqa ta' terzi bil-JCB; fatt li dwaru xehed l-esponenti u qatt ma ċaħdu l-konvenut?,

Lanqas huwa verosimili illi jixhed illi ma jafx jekk kellux permess tal-Awtorità tal-Ippjanar għal dawn ix-xogħlijiet. Anzi, ladarba ma ppreżenta l-ebda prova fir-rigward, għandu jirriżulta illi huwa intraprenda tali xogħlijiet mingħajr permess,

the limestone wall with a JCB, began building the new wall with limestone and built the demolished wall with quarried stone. During the course of the works, the defendant attended the site and requested the exponent to pave a third party's field located in the vicinity. With regard to the wall along the road, the exponent drew the defendant's attention that if it was not built with cement and was hit, it would fall. The defendant did not want to use cement but due to the reason given by the exponent he did not want to continue building it but then the defendant told him to continue building it using cement . When there was a week left to complete the work, the exponent demanded the money from the defendant but it was not paid and he stopped the work;

That the version given by the defendant can hardly be called a version because he denies more what the exponent testified than what happened according to him. For example, he denies that he went to the site during the progress of the works, says that he sent the woman to pay the exponent but before that he asked her for some photographs, he denies that he agreed with the exponent that they would use the cement in the construction of the wall and he does not know whether he had permission from the Planning Authority to carry out the works that he hired the exponent to do. He did not pay anything;

Faced with these two versions, the Tribunal had to make a proper assessment of them in order to reach a decision as to which one of them, on the balance of probabilities, is more correct. The exponent firmly believes that the version given by him, which is after all the truth, is more credible and on the balance of probabilities the Tribunal should have found so. The exponent points out the following factors:

The exponent testified consistently both in his affidavit and during cross-examination where, among other things, he remained consistent in the version given by him that the defendant had been present at the work site during the works and that there was an agreement that cement would be used so that the wall would be structurally stable,

It is not plausible that the defendant claims that he never went to see the works during their progress, that he allowed the works to be completed almost entirely and that he then sent the woman to be paid but before taking any photographs,

If the defendant did not go to see the works, how did he instruct the exponent to pave a third party's field with a JCB; a fact about which the exponent testified and which the defendant never denied?,

It is also not plausible that he testifies that he does not know whether he had a permit from the Planning Authority for these works. On the contrary, since he has not presented any evidence in this regard, it must result that he undertook such works without a permit,

Il-verżjoni tiegħu mhijiex ikkorroborata la mill-mara tiegħu u lanqas mill-perit li jgħid li b'sempliċi ritratti fuq WhatsApp qallu li x-xogħol huwa ħażin,

Huwa għalkollox verosimili dak li jixhed l-esponenti illi huwa u l-konvenut ftiehmu illi biex il-ħajt ikun strutturalment stabbli jintuża l-konkos jew cement. Dan qiegħed jingħad għaliex għall-esponenti ma kien jagħmel l-ebda sens illi jidħol f'aktar xogħol u spejjeż għalih jekk mhux biex ix-xogħol isir aħjar u aktar stabbli u għaliex kien hemm ftehim f'dak is-sens. Ma jagħmel assolutament l-ebda sens illi l-esponenti jagħmel aktar spejjeż meta ma kellux ftehim dwar dan mal-konvenut. Dan jista' jiġi inferit ukoll mix-xhieda mogħtija mill-konvenut waqt is-seduta tas-27 ta' Settembru, 2024, fejn xehed hekk: … qatt ma kellu għalfejn jagħmel siment. Però mhux dik l-iktar, naħseb jiena, jekk tara, tara r-ritratti, erm, jidher li dik, dik id-dar ma jixirqilix dak il-, dak il-ħajt. Huwa evidenti li l-konvenut kellu ripensament għaliex estetikament ma għoġbux kif kien ġej ix-xogħol,

Il-konvenut ma jiċħadx li l-esponenti għamel pedamenti tajbin u illi kien talab lill-esponenti biex iwitti għalqa ta' terzi,

Il-konvenut lanqas jiċħad li x-xogħol fuq ħajt minnhom sar u sar sewwa u ma kellu l-ebda lment dwaru,

Il-konvenut ma jġibx prova illi huwa neħħa l-ħajt li bena l-esponenti;

Illi minn dawn ir-riljevi kollha u mill-assjem tal-provi għandu jirriżulta illi fuq bilanċ ta' probabbiltà l-verżjoni mogħtija mill-esponenti hija aktar fededenja, għandha mis-sewwa u ċ-ċaħdiet tal-konvenut ma huma xejn kredibbli, verosimili jew illi jistgħu jissejħu verżjoni ta' dak illi ġara u huma intiżi biss sabiex jevita illi jħallas;

Illi huwa minnu wkoll illi t-Tribunal kellu quddiemu żewġ rapport peritali b'opinjonijiet differenti. Biss anke hawn ma kellux jaqa' fl-iskappatoja tad-dubju u dan kif se jiġi spjegat hawn aktar 'il quddiem;

Illi l-Perit Deborah Busuttil inkarigata ex parte mill-konvenut tirreferi biss għal wieħed minn żewġ ħitan mibnija mill-esponenti. Tgħid li dan ma sarx 'up to standard' prinċiparjament minħabba l-fatt illi ntuża l-konkos. Dan ir-rapport ma ġiex maħluf. Il-konvenut kellu jipproduċiha biex tixhed imma qatt ma għamel hekk;

Illi l-Perit Godwin Sultana inkarigat ex parte mill-esponenti filwaqt illi jikkonferma li l-użu tal-materjal tal-konkos mhuwiex skont il-metodi tradizzjonali kien intiż

His version is not corroborated by either his wife or the architect who says that with simple photos on WhatsApp he told him that the work is bad,

It is entirely plausible what the exponent testifies that he and the defendant agreed that in order for the wall to be structurally stable, concrete or cement would be used . This is being said because for the exponent it made no sense for him to incur more work and expenses for himself if not for the work to be done better and more stable and because there was an agreement to that effect. It makes absolutely no sense for the exponent to incur more expenses when he did not have an agreement on this with the defendant. This can also be inferred from the testimony given by the defendant during the hearing of September 27, 2024, where he testified as follows: … he never had to do cement. But it is not that much , I think , if you see, you see the photos, erm, it seems that that , that house does not deserve that , that wall . It is evident that the defendant had second thoughts because aesthetically he did not like the way the work was coming along,

The defendant does not deny that the exponent laid good foundations and that he had asked the exponent to pave the way for third parties,

The defendant also does not deny that the work on one of the walls was done and done properly and he had no complaints about it,

The defendant does not provide proof that he removed the wall built by the exponent;

That from all these findings and from the totality of the evidence it must result that on a balance of probabilities the version given by the exponent is more credible, has some truth to it and the defendant's denials are not at all credible, plausible or that they can be called a version of what happened and are intended only to avoid paying;

It is also true that the Tribunal had before it two expert reports with different opinions. However, even here it should not have fallen into the trap of doubt, as will be explained below;

That the Architect Deborah Busuttil, commissioned ex parte by the defendant, refers only to one of the two walls built by the exponent. She says that this was not done 'up to standard' mainly due to the fact that concrete was used. This report was not sworn. The defendant was supposed to produce it as evidence but never did so;

That the Architect Godwin Sultana, commissioned ex parte by the exponents, while confirming that the use of the concrete material is not according to traditional methods

sabiex tiġi msaħħa l-istabbiltà strutturali tal-ħajt inkwistjoni, jgħid ukoll li l-ħajt huwa mibni sew iżda l-fatt li ma tkompliex kellu impatt fuq l-aspett estetiku tal-istess ħajt. Jgħid ukoll illi l-klijent qabel illi jintuża materjal mhux tradizzjonali u li x-xogħol sar sewwa u illi huwa mibni b'mod stabbli;

and was intended to strengthen the structural stability of the wall in question, also states that the wall is well built but the fact that it was not continued had an impact on the aesthetic aspect of the same wall. He also states that the client agreed to the use of non-traditional material and that the work was done properly and that it is built in a stable manner;

Illi anke minn dawn ir-rapporti, diskordi, it-Tribunal seta' jislet ċertu punti illi jgħinu fir-riżoluzzjoni tal-vertenza mingħajr ma jinkorri fid-dubju u dawn il-punti huma dawn:

That even from these reports, disagreements, the Tribunal was able to draw certain points that would help in the resolution of the dispute without incurring any doubt and these points are these:

Minn xogħlijiet magħmula mill-esponenti fuq żewġ ħitan, il-konvenut ħoloq kwistjoni fuq wieħed biss minn dawn il-ħitan. Kwindi dan ifisser illi fuq il-ħajt l-ieħor ma kien hemm l-ebda lment,

Of the works done by the exponent on two walls, the defendant created a dispute on only one of these walls. Which means that there was no complaint on the other wall,

Huwa minnu illi fir-rigward tal-ħajt illi dwaru ħoloq il-kwistjoni l-konvenut l-esponenti uża l-konkos li mhuwiex materjal tradizzjonali b'dan però, kif intwera, huwa aktar verosimili illi dan sar bi qbil mal-konvenut. B'żieda ma' dan, jirriżulta wkoll illi l-konvenut ma kellu l-ebda permess mill-Awtorità tal-Ippjanar illi jirrestringih milli juża xi tip ta' materjal u l-ebda perit inkarigat matul ix-xogħlijiet illi ta struzzjonijiet xort'oħra,

It is true that with regard to the wall in question the defendant used concrete which is not a traditional material, however, as has been shown, it is more likely that this was done with the defendant's consent. In addition, it also results that the defendant had no permission from the Planning Authority restricting him from using any type of material and no architect in charge during the works gave instructions otherwise,

Huwa x'aktarx minnu u verosimili illi bl-użu tal-konkos, il-ħajt inkwistjoni ġie aktar stabbli,

It is probably true and plausible that with the use of concrete, the wall in question became more stable,

Biex jingħad kollox, tħares fejn tħares (fejn fadal għelieqi) il-ħitan illi jifirdu l-għelieqi mit-toroq qegħdin jinbnew ħafna drabi bil-konkos biex jingħataw stabbiltà u ftit huma dawk il-ħitan illi jinbnew b'materjali illi ma joffrux tali stabbiltà bħalma hija l-ħamrija. Kulma għandu jagħmel il-konvenut huwa li jħares ħarsa sew madwaru. Inoltre, kif kien il-ħajt inkwistjoni qabel hekk kien jerġa' jiġi kieku l-esponenti ma użax il-konkos,

To sum it all up, look where you look (where there are fields left) the walls that separate the fields from the roads are often built with concrete to give them stability and there are few walls that are built with materials that do not offer such stability as soil. All the defendant has to do is to look carefully around him. Furthermore, as the wall in question was before, it would have been again if the exponent had not used concrete,

Fir-rigward tal-estetika tal-ħajt inkwistjoni, u mingħajr preġudizzju għall-fatt illi dan huwa aspett altament soġġettiv, mir-ritratti esibiti ma hemm xejn illi jwassal għall-konklużjoni illi l-ħajt jippekka f'dik illi hija estetika b'dan però illi l-ħajt ma tlestiex minħabba l-fatt illi l-konvenut ma ħallasx,

With regard to the aesthetics of the wall in question, and without prejudice to the fact that this is a highly subjective aspect, from the photographs exhibited there is nothing that leads to the conclusion that the wall is aesthetically flawed, however, the wall was not completed due to the fact that the defendant did not pay,

Fuq kollox, huwa żgur illi l-ħajt ma nbeniex daqshekk ħażin illi jkollu jitneħħa kif issuġġeriet iżda ma kkonfermatx bil-gurament – il-Perita inkarigata ex parte mill-konvenut. Kieku l-konvenut neħħa l-ħajt u ġab prova ta' tali xogħlijiet u l-ispiża li inkorra, wieħed kien jifhem illi dan is-suġġeriment kien wieħed serju u ttieħed bis-serjetà mill-konvenut iżda la ma tneħħiex ifisser illi baqa' jużah proprja għaliex ma nbeniex ħażin;

Above all, it is certain that the wall was not so badly built that it had to be removed as suggested but not confirmed on oath – by the Architect commissioned ex parte by the defendant. If the defendant had removed the wall and had produced proof of such works and the expense incurred, one would have understood that this suggestion was a serious one and was taken seriously by the defendant but since it was not removed it does not mean that he continued to use it precisely because it was not badly built;

Illi kwindi mill-assjem tal-provi u minkejja ċ-ċaħdiet u d-dubji illi jipprova jitfa' l-konvenut, xorta waħda kellha ssir analiżi tal-provi mnejn kellu jirriżulta illi l-esponenti għamel xogħlu sew u kellu dritt jirċievi l-ħlas għal xogħlu;

Illi b'żieda ma' dan kollu jingħad ukoll illi l-fatt illi ntuża l-konkos, mhux materjal tradizzjonali, ma jfissirx illi l-ħajt li dwaru qala' l-kwistjoni l-konvenut ma nbeniex skont is-sengħa u l-arti. Kien ikun mhux skont is-sengħa u l-arti kieku nbena b'mod perikolanti jew li kkollassa. Il-ħajt inbena b'mod strutturalment sod u tajjeb u jservi l-funzjoni tiegħu ta' ħajt illi jifred l-għalqa tal-konvenut mit-triq. B'żieda ma' dan kollu, l-esponenti jfakkar illi kien il-konvenut stess illi qabel miegħu illi jsir bil-konkos biex ikun aktar stabbli. Issa jekk b'hekk il-konvenut ta struzzjonijiet lill-esponenti biex ma jibnix b'materjali tradizzjonali u volut mil-liġi, dan ma jfissirx illi l-esponenti għamel xogħol ħażin jew illi ta' dak ix-xogħol ma għandux jirċievi ħlas għaliex hekk inkunu wasalna f'assurdità illi l-konvenut li ta struzzjonijiet li l-ħajt jinbena bil-materjal użat issa qiegħed japprofitta ruħu billi jċaħħad lill-esponenti mill-ħlas u fl-istess ħin huwa jgawdi xogħlu;

Illi in vista ta' dan kollu hawn fuq espost, hija l-umli fehma tal-esponenti illi din l-Onorabbli Qorti għandha tilqa' l-ewwel żewġ aggravji sollevati mill-esponenti u għalhekk filwaqt illi tiċħad l-eċċezzjonijiet imqajma mill-konvenut, tilqa' t-talbiet tal-attur fl-intier tagħhom kif dedotti;

It-tielet aggravju – is-sentenza appellata hija wkoll żbaljata billi anke kieku tressqet prova soddisfaċenti illi l-esponenti għamel xogħol illi ma kienx skont is-sengħa u l-arti xorta waħda ma jfissirx illi s-soluzzjoni kienet illi huwa jiġi mċaħħad minn dak kollu dovut lilu iżda kellu jittieħed kont ta' dak illi jiddisponi l-artikolu 1640 (3) tal-Kap. 16 tal-Liġijiet ta' Malta;

Illi sintendi dan l-aggravju qiegħed jitqajjem mingħajr preġudizzju għal dak sottomess fl-aggravji preċedenti u b'mod sussidjarju għal kontenut ta' tali aggravji;

Illi hija l-umli fehma tal-esponenti illi anke jekk din l-Onorabbli Qorti tasal għall-istess konklużjoni milħuqa mit-Tribunal u dan dejjem qiegħed jingħad gratia argomenti biss, xorta waħda ma jfissirx illi l-esponenti jiġi mċaħħad kompletament milli jitħallas tax-xogħol illi għamel. Dan qiegħed jingħad in vista tas-segwenti:

L-esponenti ġie inkarigat jissupplixxi materjal u jaħdem fuq żewġ ħitan u huwa hekk għamel. L-ilment tal-konvenut

That regardless of the totality of the evidence and despite the denials and doubts that the defendant tries to raise, an analysis of the evidence should still have been carried out from which it should have resulted that the exponent did his job properly and was entitled to receive payment for his work;

In addition to all this, it is also said that the fact that concrete was used, not a traditional material, does not mean that the wall in question was not built according to craftsmanship and art. It would have been not according to craftsmanship and art if it had been built in a dangerous manner or if it had collapsed. The wall was built in a structurally sound and good manner and serves its function as a wall that separates the defendant's field from the road. In addition to all this, the exponent recalls that it was the defendant himself who agreed with him that it be made of concrete in order to be more stable. Now if the defendant thus instructed the exponent not to build with traditional materials and was required by law, this does not mean that the exponent did bad work or that he should not receive payment for that work because then we would have reached an absurdity that the defendant who gave instructions that the wall be built with the material used is now taking advantage of himself by depriving the exponent of payment and at the same time he enjoys his work;

That in view of all the above, it is the humble opinion of the exponent that this Honourable Court should uphold the first two grounds raised by the exponent and therefore while rejecting the exceptions raised by the defendant, uphold the plaintiff's claims in their entirety as inferred;

Third ground of appeal – the judgment appealed from is also erroneous because even if satisfactory proof were presented that the exponent did work that was not in accordance with the trade and art, it still does not mean that the solution was that he be deprived of everything that is due to him, but account should be taken of what is provided for in article 1640 (3) of Cap. 16 of the Laws of Malta;

That it is understood that this ground of appeal is being raised without prejudice to that submitted in the previous grounds of appeal and in a subsidiary manner to the content of such grounds;

It is the humble opinion of the exponent that even if this Honourable Court reaches the same conclusion reached by the Tribunal and this is always being said gratia argomenti only, it still does not mean that the exponent is completely deprived of being paid for the work he did. This is being said in view of the following:

The exhibitor was instructed to supply materials and work on two walls and he did so. The defendant's complaint is

huwa limitat għal ħajt wieħed biss u allura anke kieku tali ilment huwa ġustifikat, ma jfissirx illi l-esponenti jiġi mċaħħad minn parti mill-ħlas mitlub biex jirrifletti l-ħidma tiegħu fuq il-ħajt li dwaru ma tressaq l-ebda ilment,

Mingħajr preġudizzju għal dan, skont l-artikolu 1640 (3) tal-Kap. 16 tal-Liġijiet ta' Malta, anke jekk ikun hemm raġuni valida biex jiġi terminat appalt, dan ma jfissirx illi l-appaltatur jispiċċa mċaħħad mill-ħlas b'mod awtomatiku iżda, kif tgħid din id-dispożizzjoni tal-liġi, min jagħti x-xogħol għandu jħallas biss lill-appaltatur somma li ma tkunx iżjed mill-ispejjeż tal-appaltatur u l-valur tax-xogħol, wara li jittieħed qies tal-utilità ta' dawk l-ispejjeż u dak ix-xogħol lil min ikun ta x-xogħol kif ukoll id-danni li dan ikun sofra;

Għal dik illi hija utilità hawn qegħdin nitkellmu fuq ħajt li nżamm mill-konvenut u illi qiegħed jintuża billi jaqdi l-iskop illi għalih sar ossija illi jifred il-proprjetà tal-konvenut mit-triq. Fl-umli fehma tal-esponenti, dan ifisser illi l-konvenut ma għandu l-ebda raġuni biex ma jħallasx lill-esponenti. L-esponenti għamel ukoll għadd ta' spejjeż fosthom xiri ta' materjal, kiri ta' JCB li ntużat fit-twittija tal-għalqa ta' terzi fuq inkarigu tal-konvenut;

Huwa mgħallem f'ġurisprudenza paċifika, fosthom is-sentenza mogħtija mill-Prim'Awla tal-Qorti Ċivili fis-6 ta' Ottubru, 2004, fl-ismijiet Pierre Darmanin vs Moira Agius et illi:

1. Jinsab deċiż illi 'jekk l-appaltant jallega li l-appaltatur minnu mqabbad jesegwixxi x-xogħol ħażin, u fil-fatt ix-xogħol ikun fih xi difetti, dan ma hux biżejjed biex il-Qorti tiddikjara l-appaltatur responsabbli għad-danni; għax jekk id-difetti huma tali li fil-fehma tal-Qorti, u a sodisfazzjoni tagħha, ma jagħtux lok għad-danni, id-deklaratorja tar-responsabbiltà għad-danni ma hix ammissibbli. U dan aktar u aktar jekk jittrapela li d-difetti riskontrati huma tant insinjifikanti u riparabbli malajr' (Kollez. Vol XLII pll p699),

2. Issokta jiġi ritenut illi jekk id-difetti ma jkunux essenzjali jew sostanzjali l-appaltant ma għandux dritt jitlob ir-riżoluzzjoni tal-kuntratt iżda biss li jitlob li dawk id-difetti jiġu riparati (Kollez. Vol XXX pIII p433), jew l-appaltatur jaċċetta riduzzjoni fil-prezz ('John Bonnici pro et noe vs Anthony Sammut', Appell Kummerċjali, 22 ta' Ġunju, 1994);

Dan ifisser illi mhux bizzejjed li jiġi allegat illi x-xogħlijiet saru ħażin imma jrid jiġi ppruvat illi huma ħażin sostanzjalment. Inoltre, iridu jiġu ppruvati d-danni u f'dan il-każ partikolari la tressqet kontrotalba u lanqas ġew b'xi mod ippruvati danni. Il-konvenut akkwista l-opera magħmula

limited to one wall only and therefore even if such complaint were justified, it does not mean that the exhibitor is deprived of part of the payment requested to reflect his work on the wall about which no complaint was filed,

Without prejudice to this, according to article 1640 (3) of Cap. 16 of the Laws of Malta, even if there is a valid reason for terminating a contract, this does not mean that the contractor ends up being deprived of payment automatically but, as this provision of the law states, the person awarding the work shall only pay the contractor a sum not exceeding the contractor's costs and the value of the work, after taking into account the utility of those costs and that work to the person awarding the work as well as the damages that the latter may have suffered;

For what is utility here we are talking about a wall that was maintained by the defendant and that is being used by serving the purpose for which it was made, namely to separate the defendant's property from the road. In the humble opinion of the exponent, this means that the defendant has no reason not to pay the exponent. The exponent also incurred a number of expenses including the purchase of material, the rental of a JCB which was used in the leveling of a third party's field on behalf of the defendant;

He is learned in peaceful jurisprudence, including the judgment given by the First Hall of the Civil Court on the 6th October, 2004, in the names Pierre Darmanin vs Moira Agius et which:

1. It is settled that 'if the contractor alleges that the contractor he has engaged is executing the work badly , and in fact the work contains some defects , this is not sufficient for the Court to declare the contractor liable for damages; because if the defects are such that in the opinion of the Court , and to its satisfaction, they do not give rise to damages, the declaration of liability for damages is not admissible. And this even more so if it is alleged that the defects complained of are so insignificant and easily reparable' (Coll . Vol. XLII pll p699),

2. It is further held that if the defects are not essential or substantial the contractor does not have the right to request the rescission of the contract but only to request that those defects be repaired (Coll. Vol XXX pIII p433), or the contractor accepts a reduction in the price ('John Bonnici pro et noe vs Anthony Sammut', Commercial Appeal, 22 June, 1994);

This means that it is not enough to allege that the works were done badly but it must be proven that they are substantially bad. Furthermore, damages must be proven and in this particular case no counterclaim was brought nor were damages proven in any way. The defendant acquired

mill-esponenti, allega illi hija ħażina u illi trid tiġi demolita iżda baqa' jżommha u jużaha għall-iskop illi hija intiza. X'ġustizzja tkun dik li ċċaħħad lill-esponenti milli jitħallas ta' xogħlu?

Għaldaqstant u għar-raġunijiet kollha premessi, l-esponenti filwaqt illi jagħmel referenza għall-provi kollha miġjuba quddiem it-Tribunal u filwaqt illi jirriżerva illi jġib dawk il-provi li jkunu meħtieġa u permessi mil-liġi, jitlob bir-rispett illi din l-Onorabbli Qorti tal-Appell jogħġobha tilqa' dan l-appell, tħassar, tirrevoka u tannulla s-sentenza appellata mogħtija mit-Tribunal fis-7 ta' Marzu, 2025, fl-ismijiet premessi, tiċħad l-eċċezzjonijiet tal-konvenut u jew (a) b'akkoljiment tal-ewwel u t-tieni aggravji tgħaddi biex tilqa' t-talbiet tal-esponenti kif dedotti jew (b) b'akkoljiment tat-tielet aggravju tgħaddi biex tilqa' t-talbiet tal-esponenti f'ammont illi jogħġobha tillikwida din l-Onorabbli Qorti.

Bl-ispejjeż taż-żewġ istanzi kontra l-konvenut.

L-Av. Dott. William Cuschieri

Il-kawża hija differita għall-24 ta' April, 2026, fl-10.00 a.m, fl-edifizzju tal-Qorti ta' Għawdex, Misraħ il-Katidral, Ir-Rabat, Għawdex.

Reġistru tal-Qorti tal-Maġistrati (Għawdex)

Illum 3 ta' Frar, 2026

JAKE MEJLAK
Deputat Reġistratur, għar-Reġistratur, Qrati u Tribunali (Għawdex)

the work done by the exponent, alleged that it was bad and that it should be demolished but continued to keep it and use it for the purpose for which it was intended. What justice would be that which deprives the exponent of being paid for his work?

Accordingly and for all the reasons stated, the appellant, while making reference to all the evidence brought before the Tribunal and while reserving the right to bring such evidence as may be required and permitted by law, respectfully requests that this Honourable Court of Appeal be pleased to grant this appeal, quash, revoke and annul the judgment appealed from by the Tribunal on the 7th March, 2025, in the names stated, reject the defendant's objections and either (a) by accepting the first and second grounds proceed to grant the appellant's claims as inferred or (b) by accepting the third ground proceed to grant the appellant's claims in an amount that this Honourable Court is pleased to liquidate.

With the costs of both instances against the defendant.

Adv. Dr William Cuschieri

The case is adjourned to 24th April, 2026, at 10.00 am, at the Gozo Court building, Misraħ il-Katidral, Victoria, Gozo.

Magistrates' Court Registry (Gozo)

Today 3rd February, 2026

JAKE MEJLAK
Deputy Registrar, for the Registrar, Courts and Tribunals (Gozo)

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B'dan l-avviż ikun magħruf illi b'rikors ippreżentat fil-Qorti, Sezzjoni ta' Ġuriżdizzjoni Volontarja, fis-16 ta' Settembru, 2025, Rikors numru 824/2025, minn Anthony Zammit et, fejn insegwitu tar-rikors Morgan Zammit, bin Anthony Zammit u Lorraine Zammit née Grech, imwieled Tal-Qroqq, l-Imsida, fit-18 ta' Settembru, 2009, ta' 16-il sena, u residenti l-Fgura, Malta, u li għandu karta tal-identità numru 316209L, ġie interdett mill-atti kollha tal-ħajja ċivili permezz ta' digriet mogħti fit-8 ta' Jannar, 2026.

Reġistru tal-Qorti Ċivili (Sezzjoni ta' Ġuriżdizzjoni Volontarja)

Illum 24 ta' Frar, 2026

ALEXANDRA DEBATTISTA
Għar-Reġistratur, Qrati Ċivili u Tribunali

By means of an application filed in Civil Court of Voluntary Jurisdiction Section, on the 16th September, 2025, Application number 824/2025, by Anthony Zammit et, whereby following the application Morgan Zammit, son of Anthony Zammit and Lorraine Zammit née Grech, born in Tal-Qroqq, Msida, on the 18th September, 2009, aged 16, and residing in Fgura, Malta, and holding identity card number 316209L, was interdicted from all the acts of the civil life by means of a decree given on the 8th January, 2026.

Registry of the Civil Court (Voluntary Jurisdiction Section)

Today 24th February, 2026

ALEXANDRA DEBATTISTA
For the Registrar, Civil Court and Tribunals

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