

I assent.

(L.S.)

UGO MIFSUD BONNICI
President

10th March, 1995

ACT No. IV of 1995

AN ACT to amend the Civil Code, Cap. 16.

BE IT ENACTED by the President, by and with the advice and consent of the House of Representatives, in this present Parliament assembled, and by the authority of the same, as follows:—

Short title.

1. This Act may be cited as the Civil Code (Amendment) Act, 1995, and shall be read and construed as one with the Civil Code, hereinafter referred to as “the principal law”.

Amendment of
section 1322
of the
principal law.

2. Section 1322 of the principal law shall be amended as follows:

(a) the present subsections (5) and (6) shall be renumbered as subsections (6) and (7) thereof respectively;

(b) the following new subsection shall be inserted immediately after subsection (4) thereof:

“(5) The provisions of subsection (4) of this section shall continue to apply even after the termination of the community of acquests for any reason whatsoever and are without prejudice to the right of each of the spouses to his or her full share of the community upon its partition.”; and

(c) in subsection (7) thereof as renumbered, for the words “in subsection (5) of this section” there shall be substituted the words “in subsection (6) of this section”.

3. Immediately after section 1576 of the principal law, there shall be added the following new sections:

Addition of
section 1576A
to 1576D to the
principal law.

"Tenements
belonging
to the
Government
etc.

1576A. Notwithstanding the other provisions of this Code and of any other law, the lessor, where this is the Government or any corporation or authority established by law, may at all times in the public interest, dissolve a contract of lease where the lease has been made for a fixed term which has not expired, by giving notice by means of a judicial act to the lessee, which notice shall be of not less than three months both in the case of urban tenements used for habitation and in the case of other tenements; and where such notice has been given the contract of lease shall be dissolved on the date mentioned in the notice and the following provisions of this sub-title shall be applicable.

Where no
right to
compensation
exists.

1576B. Where the lessor who dissolves the contract in accordance with section 1576A of this Code, would have had a valid reason to dissolve the contract in accordance with the provisions of sections 1566 to 1575 of this Code, the lessee shall have no right to compensation.

Where a
right to
compensation
exists.

1576C. Where the lessor who dissolves the contract in accordance with section 1576A of this Code would not have a valid reason to dissolve the contract in accordance with the provisions of sections 1566 to 1575 of this Code, he is to pay to the lessee a sum to be fixed by the Court, according to circumstances, to compensate to the said lessee for the added expenses incurred by him to vacate the tenement before the expired term as well as to lease, and transfer to, another tenement as similar as possible to the one vacated, and this for the unexpired term of the contract, and in the case of commercial premises, where the lessee proves that he has suffered a loss in the goodwill because of the dissolution of the contract, a sum to be fixed by the Court, according to circumstances, to compensate for the loss in such goodwill, taking into account the unexpired term of the lease before the dissolution.

No court
declaration
is required.

1576D. (1) The contract shall be immediately dissolved when the lessor gives notice to the lessee as provided in section 1576A, and the lessee shall no longer have any title to the tenement, and this without the need of any authorisation or confirmation by the Court.

(2) The dissolution of the contract according to section 1576A shall not be opposed on the

allegation that there is no necessity therefor in the public interest, but if it is proved that the contract is dissolved abusively and not in the public interest, the lessee shall have a right to such damages as the Court may deem appropriate in the circumstances.”.

Substitution of
section 1640
of the
principal law.

4. For section 1640 of the principal law there shall be substituted the following:

“Employer
may
dissolve
contract.

1640. (1) It shall be lawful for the employer to dissolve the contract, even though the work has been commenced.

(2) If the employer has no valid reason for the dissolution, he is to compensate the contractor for all his expenses and work and to pay him a sum to be fixed by the Court, according to circumstances, but not exceeding the profits which the contractor could have made by the contract.

(3) If the employer has valid reason for the dissolution, he is to pay the contractor only such sum which shall not exceed the expenses and work of the contractor, after taking into consideration the usefulness of such expenses and work to the employer as well as any damages which he may have suffered.

(4) Any advance made to the contractor before the dissolution of the contract shall be applied to the sums due in terms of subsection (2) or (3) of this section and the contractor shall return any resulting excess to the employer.

(5) The contract shall be immediately dissolved when the employer informs the contractor, by any means whatsoever, of his decision to dissolve the contract, and this without the need of any authorisation or confirmation by any Court.”.

Passed by the House of Representatives at Sitting No. 399 of 6th March, 1995.

RICHARD J. CAUCHI
Clerk to the House of Representatives

LAWRENCE GONZI
Speaker

