



**Civil Court
(Family Section)**

Mr. Justice Robert G. Mangion LL.D.
Dip.Tax (MIT), P.G.Dip. Mediation (Melit.)

Today the 11th July 2017

Sworn Application No 275 / 13RGM

Number on list: 15

**D F f'isimha proprju u bhala kuratrici *ad litem* ta' uliedha minuri X u Y
ahwa F mahtura b'digriet moghti fl-14 ta' Jannar 2014**

vs

**L-Avukat Dr. Mark Mifsud Cutajar u l-Prokuratur Legali Quentin Tanti illi
b'digriet ta' din l-Onorabli Qorti tal-5 ta' Marzu 2013 gew mahtura bhala
kuraturi sabiex jirraprezentaw lill-assenti Dr C F**

The Court,

Having seen the sworn application filed by plaintiff which reads as follows:

- 1. Illi l-kontendenti, it-tnejn cittadini Germanizi, zzewgu fl-24 ta' Frar 1995 gewwa l-Germanja u minn dan iz-zwieg kellhom zewgt itfal, cioe' X illi twieldet fl-7 ta' Settembru 1996 u Y illi twieled fit-23 ta' Jannar 2000.*
- 2. Illi f' Lulju tas-sena 2007, il-konvenut, impjegat mal-Ministeru tal-Affarjiet Barranin Germaniz gie stazzjonat fl-Ambaxxata Germaniza gewwa Malta u l-kontendenti, naturalment flimkien ma' uliedhom minuri, stabilew ir-residenza taghhom gewwa Malta;*
- 3. Illi f' Settembru 2007, it-tfal tal-kontendenti fuq imsemmija bdew jattendu l-iskola Verdala gewwa Pembroke Malta, billi dik l-iskola hija mahsuba propju*

biex tghallem tfal b' genituri barranin illi ma jtkellmux bil-Malti u skont sistemi illi huma analogi ghal dawk prevalenti fl-Ewropa u fl-Istati Uniti;

4. *Illi l-hajja konjugali bejn il-kontendenti ma baqghetx possibbli tant illi f' Awissu 2010 huma isseparaw minn xulxin billi l-attrici harget mid-dar konjugali flimkien ma' uliedha minuri u marret tghix f' appartament separat gewwa Malta, dak attwalment okkupat minnha gewwa Xemxija, filwaqt illi, sa ma gie biex jitlaq minn Malta, il-konvenut baqa' jghix f' dik li kienet id-dar taz-zwieg;*

5. *Illi b' digriet moghti minn din l-Onorabbli Qorti fit-8 ta' Mejju 2011, l-attrici giet fdata bil-kura u l-kustodja esklussiva tal-imsemmija uliedha minuri;*

6. *Illi f'Lulju tas-sena 2011, il-konvenut gie rimoss minn Malta u stazzjonat fl-Ambaxxata Germaniza tal-Ukraina gewwa Kiev, fejn ghadu stazzjonat sallum;*

7. *Illi l-kontendenti ma ftehm u dwar ebda aspett mis-separazzjoni taghhom u l-attrici bdiet proceduri ghal divorzju u ghall-manteniment taghha fil-Qorti ta' Berlin, il-Germanja izda, appuntu ghaliex it-tfal minuri tal-kontendenti jghixu mal-attrici gewwa Malta, il-Qorti Germaniza ma tistghax tiehu konjizzjoni ta' talbiet maghmula dwar it-tfal minuri tal-kontendenti, b' mod illi l-attrici hija prekluzza milli qatt tottjeni minn dawk il-proceduri ordni sabiex zewggha jhallasha l-manteniment ghal uliedha minuri;*

8. *Illi l-attrici tahdem bhala ghalliema fl-Iskola Verdala u prezentement il-paga taghha hija ta' madwar €1600, mentri id-dhul tal-konvenut zewggha kien fis-sena 2012, ta' €6500 fix-xahar nett u probabbilment dan id-dhul zdieid sostanzjalment din is-sena;*

9. *Illi meta l-konvenut telaq minn Malta huwa ma hallasx manteniment adegwat ghal uliedu.*

10. *Illi l-attici giet debitament awtorizzata illi tipprezenta kawza bid-digriet f' dan is-sens moghti minn dina l-Onorabbli Qorti fl-1 ta' Novembru 2013. Hija qeghda bis-sahha ta' din il-kawza tittenta tikseb ordni ta' hlas tal-manteniment mill-konvenut ghat-tfal minuri taghhom flimkien mal-arretrati ta' manteniment ghal dak iz-zmien kollu illi l-konvenut ma hallasx manteniment adegwat.*

Ghaldaqstant, l-attrici titlob bir-rispett li dina l-Onorabbli Qorti joghgobha ghar-ragunijiet premissi:

1. *Tillikwida l-manteniment illi l-konvenut, tenut kont tal-mezzi tal-istess konvenut u l-istat u l-kondizzjoni tieghu, u tenut kont tal-htigijiet tal-istess tfal minuri, ghandu jhallas lill-attrici martu ghall-htigijiet tal-imsemmija minuri X u*

Y, ulied il-kontendenti, f' somma pagabbli mill-istess konvenut fil-gimgha jew fix-xahar kif ordnat mill-Qorti.

2. *Tikkundanna lill-konvenut sabiex jhallas lill-attrici martu dik ir-retta ta' manteniment ghall-htigijiet tal-imsemmija tfal minuri X u Y, ulied il-kontendenti, illi tigi hekk likwidata.*

3. *Tikkundanna lill-konvenut sabiex jhallas lill-attrici martu, l-arretrati ta' manteniment ghall-htigijiet tal-imsemmija minuri X u Y, illi tigi ffissata mill-istess Qorti, skond il-mezzi tal-konvenut ghal dak iz-zmien kollu illi l-konvenut ma hallasx manteniment.*

4. *B' riferenza ghall-infieq tal-attrici fuq l-imsemmija ulied minuri, il-mezzi tal-konvenut matul iz-zmien rilevanti u l-hlasijiet illi huwa ghamel lill-attrici ghall-manteniment ta' uliedu, tillikwida l-arretrati ta' manteniment mill-imsemmija data tal-1 ta' Settembru 2010, cioe` minn meta l-kontendenti isseparaw ruhhom sa dakinhar tas-sentenza eventwali ta' din il-Qorti, mahduma bir-rata illi tigi appozitament stabilita u applikata minn dina l-Qorti, pagabbli mill-istess konvenut lill-attrici sabiex jirrimborza lill-istess attrici ghall-ammonti mahruga ossija sborzjati mill-attrici u applikati fil-manteniment tal-imsemmija tfal minuri, jew porzjoni appozitament stabilita tal-istess.*

5. *Tikkundanna lill-istess konvenut sabiex jhallas lill-attrici dik is-somma hekk stabilita u likwidata minn din il-Qorti bhala arretrati ta' manteniment, taht dawk il-modalitajiet illi jigu stabiliti f' dan ir-rigward mill-istess Qorti.*

Bl-ispejjez, komprizi dawk inkorsi fil-proceduri ta' medjazzjoni u dawk tal-ittra ufficjali numru 14/2013, kontra l-istess konvenut illi huwa minn issa ngunt ghas-subizzjoni.

In their sworn Reply the curators nominated to represent defendant who is absent, declared that they are not aware of the facts, relative to plaintiff's claims, and they reserved their right to file a motivated reply if the facts relative to the case are made known to them.

Having seen plaintiff's affidavit, confirmed on the 11th March 2014, attached to a note filed on the 13th March 2014; and her subsequent affidavit confirmed on the 20th October 2015;

Having seen the minute registered at the sitting of the 25th March 2014, when the Court ordered that the procedures are to be conducted in the English language;

Having seen plaintiff's evidence tendered during the sitting of the 22nd July 2014, and the sitting of the 25th August 2014 convened by the Judicial Assistant;

Having seen this Court's decree dated 21st June 2016 whereby defendant was given the opportunity to file his affidavit;

Having seen defendant's affidavit attached to a note filed on the 22nd June 2016;

Having seen the evidence tendered by defendant and plaintiff at the Court sitting of the 10th November 2014;

Having seen the Legal Referee's report confirmed on the 10th November 2016;

Having seen the minute registered at the sitting of the 30th May 2017 when the case was adjourned for judgement for today.

Having seen all the acts of this case;

THE EVIDENCE.

In her affidavit filed on the 13th March 2014, Fol 48 **Plaintiff** confirmed that she married defendant in Germany on the 24th November 1995. They had two children, X born on the 1st September 1996 and Y born on the 23rd January 2000. Her husband was employed by the German Ministry of Foreign Affairs and was posted to the German Embassy in Malta in July 2007, so all the family took up residence in Malta. They decided to send their children to Verdala International School, where she works as a teacher. Plaintiff claims that their marriage broke down in June 2010 as their married life became unbearable, due to constant tension and emotional neglect on defendant's part towards her and the children. During their marriage she caught him on five occasions having affairs with other women. In August 2010 they decided that she should leave their residence in Malta and she moved with the children to a flat in Xemxija. After she moved out defendant never tried to communicate with the children except by an occasional and formal e-mail. He met the children in November 2010 and February 2011, he was not willing to pay the school fees. By a decree of the 8th May 2011 she was granted exclusive custody of the children, while he was granted access to the children three times a week. He insisted on not paying the school fees, as confirmed by his e-mail which she exhibited, and the children were particularly hurt by his stand of refusing to pay their school fees.

In July 2011 he was posted to the German Embassy in Kiev and the children met him last in June 2011, it was an unpleasant meeting. They met again in May 2013, in July 2013 and in November 2013. He would come over to Malta for 7 days but

would only meet the children for an hour. He does not take any initiative to communicate with the children, X tries to communicate with him via e-mail but Y feels totally neglected by his father.

Plaintiff declared that she does not receive any maintenance from her husband, but the children receive the sum of Euro 1,081 as established by German Law. However, defendant has consistently failed to pay for their educational expenses and she was faced with an accumulated bill for Euro 25,540 in school fees. The sum of Euro 9,000 was reimbursed by the German Foreign Ministry. Defendant claimed that he could not afford these expenses, but plaintiff insists this is not the case, as he owns two houses in Germany, their former matrimonial home in Berlin, of which he bought her share, and another in Kassel. She claims that his monthly wage is between Euro 6,000 and Euro 6,800.

As he is a civil servant he enjoys yearly increments in his salary. He complains that he is in debt, however plaintiff insists that he always rented and had no problems with paying the mortgage with the rent.

Plaintiff listed her monthly expenses for the children, Fol 50, which amount to Euro 2,175. This does not include school fees amounting to Euro 1,336 which at present she is exempted from paying as she is a teacher at the school.

She insists that defendant is in a position to pay his children's educational expenses, but he refuses. Her German lawyer also informed her that the maintenance he was paying was 'ex gratia', provisional and subject to adjustment if the divorce proceedings were concluded in a short time. She felt this to be shameful as it meant putting pressure on her not to oppose his claims in the divorce proceedings.

At the sitting of the 22nd July 2014, held by the Judicial Assistant, Fol 71, plaintiff confirmed that she works as a teacher at Verdala International School and filed her FS3's for 2011, 2012 and 2013 as well as her pay slips from May 2014 to June 2014. Her present net pay is Euro 1680 per month. Her husband works at the German Embassy in Kiev. She confirmed that her husband earned Euro 6,584 in August 2012 and September 2012, Dok SH6A to Dok SH6G FOL 189 to Fol 195. She confirmed that no provision was made for maintenance of the children in the divorce proceedings as the German Courts declined jurisdiction on the matter as plaintiff and the children reside in Malta.

She confirmed that her husband pays her Euro 1,080 per month since September 2010 which she considers insufficient as it barely covers the educational expenses of the children.

At the sitting of the 25th August 2014, Fol 72, plaintiff exhibited various documents marked Dok SH(7) to Dok SH(19) in connection with expenses relative to the children's educational requirements.

Ivan Camilleri, Financial Controller at Verdala International School, gave evidence at the same sitting, Fol 73. He filed a breakdown of the fees paid from 1st July 2010 to date in respect of the attendance of the children at the school. The account is in plaintiff's name for a total of Euro33,577,25, last payment being made on 4th September 2014, Dok IC(1). He also filed, marked as Dok IC(2), Dok IC(3) and Dok IC(4) plaintiff's FS3's for the years 2011, 2012 and 2013.

Dr. Mark Mifsud Cutajar, for defendant at the sitting of the 20th October 2014 Fol 198, filed the documents relative to the divorce proceedings and judgement of the parties in the German language.

Plaintiff filed her second affidavit attached to a Note of the 11th March 2015, Fol 229. She confirmed that she is making two claims against defendant, i.e. the first claim is for maintenance for the needs of the children, the second relates to accumulated arrears of maintenance since September 2010 less any payments effected by defendant during that period. In January 2011 he told her he would be taking Court action as he wanted full custody rights over the children. However the Court by a Decree of the 8th May 2011 granted exclusive custody to plaintiff and defendant was only granted access to the children three times a week.

She exhibited Dok SH2 Fol 235 defendant's e-mail to the school informing them that he was not responsible for the payment of the children's school fees.

She confirmed that she did not receive any maintenance from defendant, that the children receive Euro 1,081 as established by German law, that she was faced with a bill of Euro 25,540 for accumulated school fees of which the amount of Euro 9,000 was reimbursed by the German Foreign Ministry.

She contests his allegation that he cannot afford to pay these expenses, as his monthly wage is between Euro 6,000 and Euro 6,800 and their former matrimonial home has always been rented, the tenant, Holger Tyson still resides in the property.

Her average monthly income is Euro 1,700. She claims that defendant should be ordered to pay Euro 2,200 per month, Euro 1,100 for each child. She confirmed that being herself a teacher at the school she enjoys the benefit of not being charged for her children's education costs. However if for any reason, she will no longer enjoy this benefit she claims that education costs should be borne by

defendant. Her net claim for maintenance is Euro 2,200 less Euro 1081 namely Euro 1,119 per month.

She attached to her affidavit a document marked Dok SH7, Fol 241 wherein she listed her expenses and apportioned such expenses in the sense that she excluded from her claim expenses incurred to her own benefit, and is only claiming in respect of expenses benefiting the children.

The monthly expenses indicated are the following:

Rent Euro 250 (The monthly rent paid is Euro 380)

Water and Electricity Euro 50 (The average monthly consumption is Euro 70)

Food and Toiletries Euro 550 (The average monthly expense is Euro 800)

Pocket money Euro 100

Petrol and car costs Euro 100 (The average monthly expense is Euro 200)

Clothes, shoes and accessories Euro 150.

Entertainment birthday gifts etc Euro 100.

Sports and extra curricular activities Euro 300.

Stationery and books Euro 50.

School outings Euro 5.

Telephone and internet Euro 30.

Home entertainment Euro 20.

Hairdressing Euro 20;

Non-prescription medicine Euro 25.

Birthday party expenses Euro 20.

Travel expenses Euro 316

School fees Euro 83. (Plaintiff declared that school fees were not being paid as she was a teacher at the school, however exam fees and Capital Levy have to be paid).

Exam fees Euro 60.

Doctor's fees N/A as children are insured in Germany and medical expenses are refunded.

Total Euro 2269.

Plaintiff is therefore claiming as arrears of maintenance, Fol 231, Euro 2,200 per month less Euro 1,081, i.e. Euro 1,119 per month, with effect from September 2010.

She contests defendant's allegation that she has a teacher's job in Germany with a salary of Euro 3,500 per month. She attached a document Dok SH9 Fol 243 confirming that her monthly income in Berlin would be Euro 1,539 per month.

She admits receiving Euro 80,000 from defendant for her share of the house which is worth Euro 400,000. It is rented for Euro 13,000 per annum . She did

withdraw Euro 30,000 from their common bank account, but this was less than half of what was in their common account. She has utilized the money to pay the shortfall between the maintenance she received and the actual costs of maintaining the children.

In his affidavit annexed to the Curator's Note filed on the 22nd June 2016 Fol 282 **Defendant** confirmed that he is paying Euro 1,081 as monthly maintenance for the two children as established in the Divorce proceedings in Berlin on the 26th June 2014, he also pays private health insurance for both children. A monthly post-marital maintenance of Euro 1000 was agreed to payable to plaintiff for one year only from July 2014. Plaintiff still held the position of teacher/civil servant in Berlin where she could earn a salary of about Euro 3,000.

He declared that his ex-wife since 2011 has been living with Albert Mamo her former tennis instructor, and that the German Foreign Ministry has revised its policy and has now agreed to continue with the payments of the children's school fees. Plaintiff should also be receiving child benefits from Germany (Kindergeld) of around Euro 190 per child every month, as from January 2012.

He confirmed that their daughter X is studying at the University in Malta at the faculty of Medicine and Surgery and together with his mother they paid Euro 6000 as an apprenticeship assurance.

He declared that it was very difficult for him to travel to Malta at the time he was living in Kiev, had a child and a 6 month old daughter and was going to be posted in Reykjavik, Iceland in the Summer of 2016.

He offered to pay a monthly maintenance of Euro 400 to his son Y and a monthly maintenance of Euro 600 to his daughter X, and to continue to pay their health insurance.

Defendant was cross-examined at the sitting of the 10th November 2016, Fol 353. He confirmed that the German Embassy was paying for the school fees of the children, on condition that they were living with the parents as one household, Fol 362, however when he was assigned to the post in Kiev, Ukraine the Embassy had stopped paying for the school fees. Briefly afterwards there was a change in policy and the Embassy resumed paying the school fees. He confirmed that living in Iceland is expensive and he receives Euro 6,000 as his salary as well as Euro 3,000 for rent, even though he declared that he was paying Euro 4,000 a month in rent. He came to Malta once in 4 years and had on one occasion sent his daughter Euro 200 so that she could repair a damaged tyre. He also confirmed that on a regular basis he still pays for the children's medical insurance.

Plaintiff was also cross-examined at the same sitting. She confirmed that she was receiving from Germany, the State's children's allowance i.e. Euro 187.35 per month for both children and that she has received arrears back dated from 2012. In 4 years she confirmed to have received Euro 8,700 which she admitted is to be reduced from her claim, as well as the monthly payment of Euro 187.35.

Dr Anna Mallia, the Court appointed Legal Referee, in her report confirmed on the 10th November 2016, Fol 400 et seq concluded that defendant should pay as maintenance for the two children the amount of Euro 2,111 per month; Euro 2269 indicated by plaintiff in Dok SH7 Fol 241, less Euro 158 one half of the travelling expenses which according to the Legal Referee are to be paid equally between the parties, that is Euro 2,111; that in the event that the children stop attending Verdala International School, educational expenses until they reach the age of 23 are to be paid $\frac{1}{4}$ by plaintiff and $\frac{3}{4}$ by defendant, in line with their respective incomes.

As regards arrears of maintenance she concluded as follows:

Maintenance due from September 2011 to March 2016, 54 months @ Euro 2111 per month----- Euro 113,994.

For the same period defendant paid Euro 1081 for 54 months i. e. Euro 58,374.

Arrears due are Euro 113,994 less Euro 58,374 i. e. Euro 55,620.

Plaintiff's legal adviser submitted at the sitting of the 30th May 2017 that the Legal Referee had omitted the document relative to the school fees for the year 2011/2012, fees for that year amounted to Euro 9,052.75; that plaintiff had started her employment in 2008 and not 2003; and that the computations are to be calculated from 2010 and not 2011.

Defendant's legal adviser submitted that it was plaintiff's decision to remain living in Malta with her children, and this entailed a considerable expense which defendant was not obliged to pay. Defendant would still pay school fees so long as these are subsidized by his employer.

THE COURT'S DELIBERATIONS.

The parties married in Germany on the 24th February 1995; they had two children, X born on the 1st September 1996 and Y born on the 23rd January 2000.

Their marriage came to an end in June 2010 and they are divorced, a judgement of the German Court dated 26th June 2014. X turned 18 on the 1st September 2014, however as confirmed by defendant, Fol 282 a tergo, she is following a course of Medicine and Surgery at the University of Malta. Y will be 18 years old on the 23rd January 2018.

Parties agree that defendant has been paying Euro 1081 a month as maintenance for the children; plaintiff also receives a State Child's Allowance of Euro 187.35 a month for both children, since 2012, Fol 376.

Plaintiff has declared that such amount is insufficient and is asking the Court to establish and determine the amount which defendant should be ordered to pay as maintenance for their two children, taking into account defendant's means; as well as arrears of maintenance as from 1st September 2010.

The provisions of the Law, Chapter 16 of the Laws of Malta, relating to maintenance of the children are the following Articles:

Article 3.

Both spouses are bound, each in proportion to his or her means and of his and her ability to work whether in the home or outside the home as the interest of the family requires, to maintain each other and to contribute towards the needs of the family.

Article 3B

- (1) Marriage imposes on both spouses the obligation to look after, maintain, instruct and educate the children of the marriage taking into account the abilities, natural inclinations and aspirations of the children.
- (2) The obligation of the parents to provide maintenance according to sub-article (1) also includes the obligation to continue to provide adequate maintenance to children, according to their means, and where it is not reasonably possible for the children, or any of them, to maintain themselves adequately, who:
 - (a) are students who are preparing in full time education, training or learning and are under the age of twenty-three.

Article 6 (1) Parents are bound to look after, maintain, instruct and educate their children in the manner laid down in article 3B of this Code.

Article 19 (1) Maintenance shall include food, clothing, health and habitation.

(2) In regard to children and other descendants, it shall also include the expenses necessary for health and education.

Article 20. (1) Maintenance shall be due in proportion to the want of the person claiming it and the means of the person liable thereto.

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(3) In estimating the means of the person bound to supply maintenance, regard shall only be had to his earnings from the exercise of any profession, art, or trade, to his salary or pension payable by the Government or any other person, and to the fruits of any movable or immovable property and any income accruing under a trust.

Article 54. (2) The amount of maintenance referred to in sub-article 1, and the maintenance due to the children in the event of separation, shall be determined having regard to the means of the spouses, their ability to work and their needs, and regard shall also be had to all the other circumstances of the spouses and of the children, including the following:

(a) the needs of the children, after considering all their circumstances;

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(e) every income or benefit which the spouses, or any of them, receive according to law, other than social assistance that is not contributory which is paid to them under the Social Security Act:

(f) the accommodation requirements of the spouses and of the children;

In the case “ **Angela Conti vs Lawrence Bonnici**” decided by the Court on Appeal on the 6th February 2015 the Court declared the following:

“Wiehed l-ewwel net ghandu jifhem li f’ezercizzju bhal dak li taghmel Qorti meta tiffissa hlas ta’ manteniment l-istess Qorti tkun qed taghmel apprezzament tal-fatti li jkollha quddiemha u mbaghad skont l-artikoli fuq imsemmija tal-Kodici Civili tasal ghall-konkluzjoni taghha dwar x’ghandu jkun l-ammont gust li jithallas.”

It results that plaintiff’s average net income, as a teacher at Verdala International School is Euro 1,700 a month, whereas defendant has a monthly salary of Euro 6,000 together with a monthly allowance of Euro 3000 for the payment of rent.

As regards the monthly payments received from defendant, plaintiff declared, Fol 231, the following:

“ As stated I have received Euro 1081 every month from defendant for the children, since September 2010. The arrears of maintenance due to me since September 2010 should be reduced by that amount”.

Plaintiff further declared, Fol 376 that she received a State Child Allowance of Euro 187.35 a month for both children, as from 2012.

The Legal Referee concluded that the amount of maintenance which defendant is bound to pay as maintenance for both children is Euro 2,111 a month.

Taking into account the expenses made in the children’s interest, as submitted by plaintiff, the amount determined by the Legal Referee, is correct and is being confirmed.

In computing the arrears of maintenance due, the Legal Referee has rightly deducted the amount of Euro 1081 a month paid by defendant, however the State’s Child Allowance of Euro 187.35 a month since 2012 has not been taken into account.

The Legal Referee calculated the arrears of maintenance for the period September 2011 to March 2016. This is presently being revised and updated in the sense that the arrears of maintenance are being calculated for the period September 2010 to July 2017, both months included, a total of 83 months.

Arrears are therefore being calculated as follows:

83 months @ Euro 2,111 amount to Euro 175,213.
Payments made by defendant Euro 1,081 for 83 months amount to Euro 89,723.
State Child Allowance payments Euro 187.35 from January 2012 to July 2017, 67 months amount to Euro 12,552.45.
Total amount.....Euro 175,213.
Less Euro 89,723 + Euro 12,552.45= Euro 102,275.45.
Balance due Euro 175,213 less Euro 102,275,45= **Euro 72,937.55.**

DECIDE.

In view of the above the Court decides the sworn application filed by plaintiff and the sworn reply filed by the deputy curators for the absent defendant as follows:-

1. Upholds plaintiff's first claim and establishes the amount to be paid by defendant to plaintiff by way of child support for his two children X and Y in the amount of two thousand , one hundred and eleven euros (Euro 2,111) a month for both children, with effect from the 1st September 2010 such amount shall start to increase on a yearly basis with effect from today according to the Index of Inflation officially published every year in Malta, the first annual increase to take place on the first anniversary of this judgment. Said child support is to be paid until the children reach twenty three years of age if they continue to follow on a full time basis tertiary education.

2. Upholds plaintiff's second claim and orders defendant to pay the child support decided in the previous paragraph.

3. Upholds plaintiff's third, fourth and and fifth claim, liquidates the arrears of child support due by defendant in the amount of seventy two thousand, nine hundred and thirty seven euros and fifty five cents (Euro 72,937.55), and orders defendant to pay plaintiff the said amount as arrears of maintenance for his two children X and Y.

4. Orders defendant to pay plaintiff three fourths (3/4) of the educational and health expenses of the children X and Y up to the date they reach twenty three years of age if they continue to follow a full time course at tertiary level.

Costs are to be paid by defendant. However the judicial fees and expenses of the deputy curators for the absent defendant are to be provisionally paid to them by plaintiff with the right to recover same from defendant.

Judge

Deputy Registrar