Endless Waltz: Enforcement of Mainland Judgments in Hong Kong

On 23 February 2007, draft legislation entitled the Mainland Judgments (Reciprocal Enforcement) Bill (the Bill) was published in the Government's Gazette (Legal Supplement No 3). Enzo Chow explains what it could mean for Hong Kong lawyers

Introduction

The purpose of the legislation can be ascertained from the long title of the Bill, which states it is to 'make provisions for the enforcement in Hong Kong of judgments in civil or commercial matters that are given in the Mainland which afford reciprocal treatment to judgments given in Hong Kong; for facilitating the enforcement in the Mainland of judgments in civil or commercial matters that are given in Hong Kong; and for matters connected therewith'.

The History

To start with, it shall be advantageous and necessary to revisit the historical background of the recognition and enforcement of Mainland judgments in this jurisdiction. We inevitably have to review the decision of Cheung J (now Cheung JA of the Court of Appeal) in *Chiyu Banking Corporation Ltd v Chan Tin Kwun* [1996] 2 HKLR 395.

Before this judgment, people generally thought Mainland judgments could be recognized and enforced in Hong Kong at common law while at that time those judgments were not covered by any of the then established statutory frameworks (ie the Judgments (Facilities for Enforcement) Ordinance (Cap 9) and the Foreign Judgments (Reciprocal Enforcement) Ordinance (Cap 319)).

At common law, a judgment creditor seeking to enforce a foreign judgment in Hong Kong cannot do so by direct execution of the judgment. He must bring an action in Hong Kong on that foreign

judgment. But he can apply for summary judgment under Order 14 of the Rules of the High Court (Cap 4) on the ground that the defendant has no defence to the claim, and if his application is successful the defendant will not be allowed to defend at all. Under the common law rule, a foreign judgment may be recognized and enforced if it is, inter alia, 'final and conclusive'.

A foreign judgment must be final in the sense of res judicata to be enforceable. It must be shown that in the court by which it was pronounced conclusively, finally, and forever established the existence of the debt of which it is sought to be made conclusive evidence in Hong Kong, so as to make it res judicata between the parties (see *Gustave Nouvion v Freeman & Another* [1889] 15 AC 1 (Privy Council appeal). However, interlocutory judgments such as summary judgments and default judgments may be enforceable, as those are considered to be final determinations of the issues between the parties for the purpose of res judicata (see *Kok Hoong v Leong Cheong Kweng Mines Ltd* [1964] AC 993 (Privy Council appeal). Where, however, an overseas interlocutory judgment is liable to be set aside, such as where a default judgment is defective ex debito justitae, that will be a legitimate ground upon which the proceedings in Hong Kong may be defended.

Nevertheless, in *Chiyu Banking Corporation Ltd*, Cheung J found that in fact the Mainland judgment concerned was not final and conclusive. The main thrust of Cheung J's decision is that Ch 16 of the Civil Procedure Law of the People's Republic of China provides a mechanism called 'Procedure for Trial Supervision' which is unique in the PRC's civil procedure system. Under this mechanism, upon the occurrence of certain circumstances, parties to the civil litigation and even the People's Procuratorate can apply for reopening of the case. In CACV 159 of 2004, 9 December 2005 (a judgment written in Chinese), the Court of Appeal set out in detail its understanding of the trial supervision system.

In *Chiyu*, the plaintiff, a bank, commenced legal proceedings in the Fujian Intermediate People's Court ('the Intermediate Court') in the Mainland in March 1994 against the defendant, a Hong Kong resident, as the guarantor of the debt of one of its customers pursuant to a guarantee. Judgment was obtained against the defendant in the Intermediate Court. The defendant appealed to the Fujian Higher People's Court but the appeal was dismissed in July 1995 and the decision of the Intermediate Court was affirmed.

Despite dismissal of the appeal, in October 1995, the defendant presented a petition to the Fujian People's Procuratorate for a retrial of the action conducted by the Intermediate Court. In March 1996, nearly two years from the commencement of the action in the Intermediate Court, the Fujian People's Procuratorate presented a report to the Supreme People's Procuratorate requesting to lodge a protest.

In concluding that the judgment of the Fijian Court was not final and conclusive for the purposes of recognition and enforcement in Hong Kong at common law, Cheung J said,

Based on the material before me, the supervisory function of the

Supreme People's Procuratorate and the protest system are not simply an appeal process. The Intermediate Court judgment is final in the sense that it is not appealable and it is enforceable in China, but it is not final and conclusive for the purpose of recognition and enforcement by the Hong Kong Courts because in the words of Lord Watson, it 'is not final and unalterable in the court which pronounced it'. It is liable to be altered by the Intermediate Court on a retrial if the Supreme People's Procuratorate lodge a protest in accordance with the Civil Procedure Law. If upon protest being made, rare the circumstances may be, a Chinese Court has to retry the case, then, clearly it retains the power to alter its own decision.

To deal with the plaintiff's application for recognition of the Intermediate Court judgment, Cheung J ordered that the proceedings be stayed pending the outcome of the decision of the Supreme People's Procuratorate. Based on a search of the Hong Kong Judiciary's website, there does not appear to be any further developments in this case.

Joint Efforts in Building up a Statutory Framework

Nevertheless, economic contact between Hong Kong and the Mainland continues to increase as does the number of civil disputes involving both jurisdictions. A practical resolution must, therefore, be worked out to help people having obtained judgments in Mainland China to enforce those judgments in Hong Kong. Consequently, the Mainland government and that of the Hong Kong Special Administrative Region put their heads together and eventually a ground-breaking agreement on the recognition and enforcement of judgments of Hong Kong and of the Mainland entitled 'An Arrangement on Reciprocal Enforcement of Judgments in Civil and Commercial Matters by the Courts of the Mainland and of the Hong Kong Special Administrative Region pursuant to Choice of Court Agreements between Parties Concerned' (the Arrangement) was signed on 14 July 2006. A copy of the Arrangement (Chinese version only) can be found attached to the Legislative Council Brief for the Bill submitted by the Department of Justice on 14 February 2007. Moreover, in the January 2007 issue of the 'Hong Kong Lawyer', Thomas So and Ariel Leung of Messrs Johnson, Stokes & Master provided an invaluable critique of the Arrangement.

Nevertheless, the Arrangement does not have the effect of law until after a judicial interpretation has been promulgated by the Supreme People's Court of the Mainland and the relevant legislative amendment procedure has been completed in the HKSAR and both sides announce a date on which this Arrangement shall come into effect and be implemented (Art 19 of the Arrangement). The proposed legislation recently submitted to the Legislative Council through the Bill will serve as the implementing legislation of the Arrangement on the part of Hong Kong.

Registration System to be provided by Future Legislation

The future legislation will provide a registration system which highly resembles the one provided by the Foreign Judgments (Reciprocal Enforcement) Ordinance (Cap 319) and Order 71 of the Rules of the High Court (Cap 4, Sub-leg A). If the Bill is passed, a new order, namely Order 71A, will be added to the Rules of the High Court to regulate the registration of Mainland judgments in Hong Kong.

Under s 5(2) of the Bill, a Mainland judgment will be registered by the Court of First Instance if the judgment creditor has proved to the satisfaction of the court that:

(i) the judgment is given by a designated court on or after the commencement of the future legislation;
(ii) the judgment is given pursuant to a choice of Mainland court agreement made on or after the commencement of the future legislation;
(iii) the judgment is final and conclusive as between the parties to the judgment;
(iv) the judgment is enforceable in the Mainland;
(v) the judgment orders the payment of a sum of money (not being a sum payable in respect of taxes or other charges of a like nature or in respect of a fine or other penalty).

Pursuant to s 2(1) of the Bill, 'designated court' means a court in the Mainland which is specified in sch 1 thereof. In sch 1 of the Bill, the following courts in the Mainland are listed as designated courts:

(i) The Supreme People's Court;
(ii) A Higher People's Court;
(iii) An Intermediate People's Court;
(iv) A recognized Basic People's Court.

Section 2(1) of the Bill provides that 'recognized Basic People's Court' means any Basic People's Court ➤

which is specified in a list provided from time to time for the purposes of this definition to the Government of the Hong Kong Special Region by the Supreme People's Court of the PRC. Under s 24 of the Bill, the Chief Executive in Council may, by order published in the Gazette, from time to time amend Schedule 1.

The Meaning of 'Finality' under the Bill

'Finality' is precisely the nub of Cheung J's judgment in *Chiyu Banking Corporation Ltd.* Accordingly, the future legislation must be able to resolve the problem of Mainland judgments lacking finality and conclusiveness.

Section 5(2)(c) of the Bill stipulates that in order to render a Mainland judgment enforceable in Hong Kong, that judgment must be, inter alia, final and conclusive as between the parties to the judgment.

Section 6(1) of the Bill further provides that for the purposes of s 5 (2)(c), a Mainland judgment is final and conclusive as between the parties to the judgment if:

(i) it is a judgment given by the Supreme People's Court;

(ii) it is a judgment of the first instance given by a Higher People's Court, an Intermediate People's Court or a recognized Basic People's Court and no appeal is allowed from the judgment according to the law of the Mainland; or the time limit for appeal in respect of the judgment has expired according to the law of the Mainland and no appeal has been filed;

(iii) it is a judgment given in a retrial by a people's court of a level higher than the original court unless the original court is the Supreme People's Court.

Section 3(2) of the Foreign Judgments (Reciprocal Enforcement) Ordinance (Cap 319) also provides that a judgment shall be registrable if, amongst others, it is final and conclusive as between the parties thereto. In comparison, the meaning of 'final and conclusive' is not as specifically defined in Cap 319 as in the Bill. Section 3(3) of Cap 319 only states that 'For the purposes of this section, a judgment shall be deemed to be final and conclusive notwithstanding that an appeal is pending against it, or that it may still be subject to appeal, in the courts of the country of the original court.

Section 6(1) is clearly a provision deeming some Mainland judgments as final and conclusive. Nevertheless, the definition of finality under the future legislation is not necessary congruent with the concept of 'finality' at common law. Nor does the provision propose to directly deal with the peculiar situation created by the trial supervision system under the PRC Civil Procedure Law.

Limited Application of the Future Legislation

Notwithstanding that it is generally said that the Bill is intended to make provision for the enforcement in Hong Kong of judgments in 'civil or commercial' matters that are given in the Mainland, when examining the Bill in depth, it is concerned that the application of the future legislation will be far more limited than what is allegedly intended.

In the first place, s 5(2)(e) of the Bill provides that the judgment, to be registrable, must be one which orders the payment of a sum of money. Hence, it must be a monetary judgment. Also, s 2(1) states that 'Mainland judgment' means a judgment, ruling, conciliatory statement or order of payment in civil or commercial matters that is given by a designated court. Accordingly, a judgment granting relief other than that of monetary nature, eg specific performance or injunction, will not be registrable under the future legislation.

But this feature of the future legislation is not unique. Section 3 (2)(b) of Cap 319 also stipulates that, for the purpose of being registrable, the foreign judgment must be a judgment for the payment of a sum of money.

Will a judgment be registrable if it grants a mixture of relief, eg damages and injunction? Section 9 of the Bill provides that on an application for registration of a Mainland judgment, it appears to the Court of First Instance that the judgment is in respect of different matters and that some, but not all, of the provisions of the judgment would, if contained in separate Mainland judgments that are the subjects of applications for registration under s 5(1), satisfy the requirements specified in s 5(2)(a) to (e), the judgment, when registered, shall only be registered in respect of those provisions but not in respect of any other provisions contained in the judgment.

There Must be a Choice of Court Agreement

Again, s 5(2) of the Bill provides that to render it registrable in Hong Kong, the Mainland judgment must be, inter alia, a judgment given pursuant to a choice of Mainland court agreement made on or after the date of commencement of the future legislation.

'Choice of Mainland court

agreement' is specifically defined in s 3(2) of the Bill. Section 3(2) states that subject to s 3(3) & (4), 'choice of Mainland court agreement' means 'an agreement concluded by the parties to a specified contract and designating a court in the Mainland to determine a dispute which has arisen or may arise in connection with the specified contract to the exclusion of courts of other jurisdictions.'

As can be seen from the section itself, the pre-requisite for the application of the future legislation is that there must be a specified contract within the meaning of the legislation. Section 2(1) of the Bill defines 'specified contract' as 'a contract other than (a) an employment contract; and (b) a contract to which a natural person acting for personal consumption, family or other non-commercial purposes is a party.'

As a result, it is crystal clear that the future legislation will be applicable to a limited group of Mainland judgments resulting from contractual disputes only. Consequently, judgments given by Mainland courts relating to civil disputes other than those of contractual nature (eg disputes arising tortuous acts, IP infringements and product liability disputes) will not enjoy the benefit of registration under the future legislation. And the logical thinking is that these Mainland judgments will continue to be subject to the controversy given rise by the Court of First Instance's decision in Chiyu.

An alternative approach may be that in future the courts in Hong Kong will adopt a more relaxed interpretation of 'finality' in line with the definition under the future legislation when encountering applications for recognition and enforcement of Mainland judgments which fall outside the ambit of the future legislation.

However, if the courts in Hong Kong choose to do so, a strong justification must be provided as to why two inconsistent approaches (one for Mainland judgments and the other for other foreign judgments) can be adopted by the Hong Kong courts when they equally apply the common law rule to foreign judgments which do not fall with the ambit of the then existing legislative framework.

Even if a Mainland judgment is given in relation to a specified contract, it does not necessarily follow that the judgment is registrable pursuant to the future legislation.

Under s 5(2) of the Bill, there must be a 'choice of Mainland court agreement' reached by the parties to govern that specified contract. And that choice of Mainland court agreement must be an exclusive choice of court agreement (or exclusive jurisdiction agreement). Also, such agreement must be concluded or evidenced in writing either in writing or by any electronic means or by any combination of both means in satisfaction of s 5(3) & (4) of the Bill.

In the circumstances, it is contemplated that in the actual application of the future legislation the following situation may often occur:

Party A (a Hong Kong buyer) and Party B (a Mainland seller) sign a contract for a certain quantity of goods be sold from the Mainland to Hong Kong. In the contract there is a choice of law clause stipulating that the governing law of the contract

should be the law of PRC but the contract remains silent on choice of jurisdiction. A dispute later arises from the contract. Party B issues legal proceedings in Hong Kong. Then the Hong Kong court declines jurisdiction on the ground of forum non conveniens. Accordingly, Party B sues Party A in a court in the Mainland. Jurisdiction of that court in the Mainland is not disputed. A judgment is eventually entered against Party A.

Nevertheless, Party B will not be able to enforce the Mainland judgment in Hong Kong against Party A because, while other things being equal, the requirement under s 5(2)(b) of the future legislation will be fulfilled as a result of the absence of a choice of Mainland court agreement within the meaning of s 2(1) in the contract.

In the circumstances, should the Hong Kong court, when determining the application for stay of the Hong Kong proceedings on the ground of forum non conveniens, take account of the fact that a judgment to be obtained by Party B in the Mainland may not be enforceable in Hong Kong in view of the requirement under s 5(2) and the Chiyu case? Would this be a relevant factor falling within the category of 'juridical advantages' to be taken into consideration as pronounced by the Court of Appeal in *Ahiguna Meranti (Cargo Owners) v Adhiguna Harapan (Owners)* [1987] HKLR 904.

Moreover, there Must be an Unequivocal Exclusive Choice of Court Agreement

Attention should also be paid to s 3(2)'s emphasis on the exclusivity of a Mainland court designated by the parties. If an agreement only specifies that a Mainland court, eg Guangdong Higher People's Court, shall have jurisdiction without saying further, at common law such an agreement may be classified as a non-exclusive jurisdiction agreement in that it does not exclude the other courts from having jurisdiction. Consequently, the judgment given under that agreement may not fulfil the requirement under s 5(2)(b) of the future legislation notwithstanding that that judgment is ultimately rendered by the court chosen under the agreement.

Arising from the same part of that provision, it should be noted that the parties must designated 'a' court in the Mainland. Accordingly, the drafting of the provision may result in a situation where the Hong Kong High Court will refuse to register a judgment given by a Mainland court pursuant to a choice of court agreement which only specifies that the courts in the Mainland (or in a particular province) in general shall have jurisdiction to the exclusion of courts of other jurisdictions but without designating a particular court.

What will happen if the Choice of Mainland Court is Mistaken

The provision also gives rise to concern in respect of a situation in which the choice of Mainland court agreement is mistaken. For example, Party A and Party B reach a choice of court agreement designating a court in the Mainland. When a dispute arises, it is discovered that under the law of the PRC the chosen court actually does not have jurisdiction over the dispute. The parties then submit the dispute to another court with competent jurisdiction in the Mainland and a judgment is rendered. Presuming the court which actually renders the judgment also fall within sch 1 of the future legislation and the requirement under s 5(2)(a) is fulfilled, can the Hong Kong High Court refuse to register the judgment on the ground that the court which gives the judgment is not the one designated by the parties under the choice of Mainland court agreement and, therefore, the requirement under s 5(2)(b) is not fulfilled?

The Time Factor

There are also two points to be noted. The first point is that under s 5(2)(a), to render it registrable, the Mainland judgment must be one given by a designated court on or after the commencement of the future legislation. This means that if a party now obtains a judgment from a Mainland court (which falls within sch 1 of the Bill) pursuant to an exclusive choice of jurisdiction agreement, that person will not enjoy the benefit of having that judgment registered after the enactment of the future legislation because the judgment is not given on or after the commencement of the future enactment.

The additional hurdle set by the future legislation is that even if the judgment is obtained on or after the commencement of the future legislation, under s 5(2)(b) it still will not be registrable if the exclusive jurisdiction agreement pursuant to which the judgment is given is made before the commencement of the future legislation.

Therefore, it appears that the framework intended to be set up by the future legislation is one to solve problems arising in the future rather than one to solve present problems.

Moreover, a timetable when the future legislation will commence has not yet been announced. Accordingly (and sadly), people who obtain judgments from Mainland courts between now and the commencement of the future legislation will still be haunted by the decision in *Chiyu*.

Chiyu Banking Corporation Ltd – the Saga Continues

Chiyu Banking Corporation Ltd is definitely not the end of the saga of enforcing Mainland judgments at common law in Hong Kong. Since Cheung J's decision, there have been further developments in the Hong Kong court's understanding of finality and conclusiveness of Mainland judgments in light of the trial supervision system. In particular, *Chiyu* was subsequently considered by the Court of Appeal on several occasions.

In *Wuhan Zhong Shuo Hong Real Estate Co Ltd v Kwong Sang Hong International Ltd* (unreported, HCA 14325 of 1998, 12 June 2000), Yeung J (as his Lordship then was) refused to grant summary judgment in a case where the judgment debtor was able to produce a letter from the Supreme People's Procuratorate indicating that it 'had decided to review the judgment of the Supreme People's Court on the basis that there was no sufficient evidence to establish the material facts and/or the wrong law had applied and/or that lawful procedure had not been followed.' Yeung J in exercising his discretion made a similar order to that of Cheung J in Chiyu, staying the Hong Kong proceedings for six months.

In 2000, in *Tan Tay Cuan v Ng Chi Hung* (unreported, HCA 5477 of 2000, 5 February 2001), Waung J gave unconditional leave to defend to a Mainland judgment debtor, in reliance upon *Chiyu* as a precedent, but emphasizing the existence of case-specific reasons for the decision, namely a direction by one Mainland court to another to consider the application for a re-trial, rendering the possibility more than merely speculative.

In 2001, in CACV 354 of 2001, 18 December 2001 (a judgment written in Chinese), the Court of Appeal (Leong CJHC, Woo and Cheung JJA) considered *Chiyu* for the first time. In this case, the defendant obtained a judgment in 2000 against the plaintiff from the Dongguan Municipal People's Court (Dongguan Court). In the proceedings before the Dongguan Court, by way of counterclaim, the plaintiff lodged various claims against the defendant but those claims were dismissed.

In parallel with the proceedings in the Mainland, the plaintiff issued proceedings in the Hong Kong High Court against in the defendant. In both the Mainland proceedings and the Hong Kong proceedings, the parties were acting in person. It might be the reason why apparently no application for stay of proceedings on the ground of lis albi pendens had been made to the Hong Kong court. In January 2001, Chung J gave an interlocutory judgment against the plaintiff on the ground of estoppel (or issue estoppel). The plaintiff appealed.

Before the Court of Appeal, the plaintiff argued, inter alia, that the judgment rendered by the Dongguan Court was not final and conclusive. The Court of Appeal referred to the *Chiyu Banking Corporation Ltd* case and confirmed that Cheung J's decision in that case was correct under those particular circumstances as expert evidence was adduced by the parties on the civil litigation system in the Mainland China and, therefore, Cheung J's conclusion was supported.

Nevertheless, the Court of Appeal held that in 林哲民經營之日昌電業公司訴林志滔 there had been no evidence placed before the Hong Kong court as to whether the law in the Mainland was the same as it was when Cheung J decided *Chiyu*. Also, the Court of Appeal found that although the plaintiff had already lodged an appeal against the Dongguan Court judgment, it did not mean that at common law the judgment was not final and conclusive. There was also no evidence that the plaintiff had petitioned to the People's Procuratorate for a protest.

In any event, the Court of Appeal concluded that since it was the defendant who sought to strike out the claim, it was incumbent upon him to prove estoppel and that the Dongguan Court judgment was final and conclusive. However, there was simply no such evidence placed before the court. As a result, the Court of Appeal set aside Chung J's order of striking out and remitted the case to another Court of First Instance judge for trial.

In another Chinese judgment of the Court of Appeal (Cheung and Yuen JJA and Chung J) in CACV 159 of 2004, 9 December 2005, the plaintiff and defendant were elder brother and younger sister. They originally jointly operated a factory in Qingyuan town. Later, it was agreed that the defendant should continue to carry on the business solely and she should pay the plaintiff ➤

RMB199,000 as compensation.

In breach of the agreement, the defendant failed to pay the said amount. The plaintiff brought an action against her in the Qingyuan Town Qingcheng District People's Court (Qingcheng Court). In May 2002, the Qingycheng Court granted a judgment in the plaintiff's favour. The defendant appealed to the Qingyuan Immediate People's Court (Qingyuan Court) and the appeal was dismissed in September 2002. The defendant petitioned to the Guangdong Province Higher People's Court and the petition was dismissed in December 2002.

After the judgment of the Qingyuan Court, the plaintiff brought an action in the District Court in October 2002 for the amount of HK$199,000.00 on the basis of the May 2002 judgment granted by the Qingcheng Court. In November 2002, the plaintiff took out summons for summary judgment under Order 14 of the Rules of the District Court.

In February 2003, the case was transferred to the High Court. The summons was heard by a master in December 2003 and dismissed. The appeal to Deputy High Court Judge Louis Chan was heard and allowed May 2004. The defendant appealed to the Court of Appeal.

There were divergent opinions of the Court of Appeal. Cheung and Yuen JJA, representing the majority opinion of the Court, found that the appeal should be allowed and the case should be remitted to the High Court for trial.

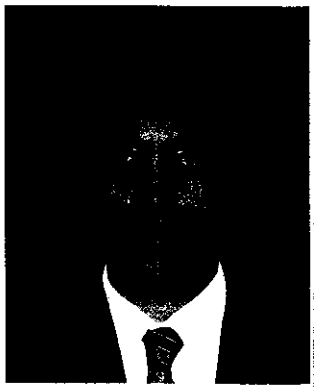
At the stage of appeal, the plaintiff adduced evidence, by way of opinion rendered by a Chinese legal expert to show that in recent years the Supreme People's Court and the Supreme People's Procuratorate had promulgated various judicial interpretations to gradually restrict the invocation of the trial supervision mechanism. On this basis, the plaintiff argued that the Qingcheng Court judgment should be treated as final and conclusive for the purpose of recognition and enforcement in Hong Kong. She did not adduce expert evidence on the law of civil procedure in Mainland China.

In Cheung JA's opinion, the court should not solely rely on written legal opinion to make the decision. Cheung JA further expressed, in line with the usual practice, that the Court should not grant a summary judgment if there are serious disputes or difficult legal issues to be resolved. In the circumstances, the case should proceed to trial and a judgment should be rendered by the trial judge then.

In Cheung JA's view, the serious dispute involved in this case was whether (1) because of the existence of the trial supervision system in the Mainland, the Hong Kong courts should hold that Mainland judgments were absolutely not final and conclusive or (2) the Hong Kong Court should decide whether a particular Mainland judgment was final and conclusive depending upon the circumstances pertaining to that judgment. If it was the latter case, what should be the criteria? Cheung JA expressed that it would be a decision of long-term influence to make. Therefore, his Lordship held that it would not be appropriate to dispose of the question in a summary fashion.

In his dissenting judgment, by praying in aid various paragraphs in the Rules of the High Court, Chung J argued that the trial supervision system was not peculiar and the circumstances under which a Mainland court could revisit a judgment were indeed similar to the grounds upon which the registration of a foreign judgment could be set aside. Chung J also expressed that even at common law, some judgments which could be revisited by the courts which rendered them were still regarded as final and conclusive, and an order for re-trial under the trial supervision system was only a possibility. On this basis, Chung J concluded that the appeal should be dismissed.

To date, there have been apparently no further developments in the 李祐榮訴李瑞群 case. In particular, there is no evidence available in the public domain that the plaintiff in this case is appealing to the Court of Final Appeal. Indeed, for the benefit of enforcing many other judgments to be obtained from Mainland courts in future, which will fall outside the scope of the future legislation, it shall be necessary for the highest court in Hong Kong to decide the question formulated by Cheung JA.



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