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Panel on Administration of Justice and Legal Services

Background brief prepared by the Legislative Council Secretariat for the meeting on 27 February 2006

Reciprocal enforcement of judgments in commercial matters Between the Hong Kong Special Administrative Region and the Mainland

Purpose

This paper provides background information on the past discussions of Members of the Legislative Council (LegCo) on issues relating to reciprocal enforcement of judgments (REJ) in commercial matters between the Hong Kong Special Administrative Region (HKSAR) and the Mainland.

Background

Enforcement of Mainland judgments in the HKSAR

2. At present, there is no arrangement between the HKSAR and the Mainland on REJ. However, a Mainland judgment may be recognised and enforced by the HKSAR courts under the common law. At common law, a foreign money judgment, including a Mainland judgment, may be recognised and enforced by action as a debt, if it is –

(a) given by a competent court (as determined by the HKSAR courts with reference to the private international law rules);

(b) a judgment for a fixed sum of money; and

(c) a final judgment that is conclusive upon the merits of the claim.

Enforceability of HKSAR judgments in the Mainland

3. According to the Administration, it does not appear that HKSAR judgments are at present enforceable in the Mainland. China, being a civil law jurisdiction, does not have a rule that is similar to the common law rule in Hong Kong on recognition and enforcement of foreign judgments.

Discussions of the Panel on the proposed arrangement on REJ

4. The subject of REJ was discussed by the Panel at its meetings on 20 December 2001, 27 May 2002, 22 March and 22 November 2004, and 24 October 2005. Representatives of the Hong Kong Bar Association attended some of these meetings and provided submissions on the relevant issues.

Panel meetings held during the period from May 2002 to November 2004

5. At its meeting on 27 May 2002, the Administration briefed the Panel on the proposed broad framework of the REJ arrangement between the Mainland and the HKSAR (the proposed arrangement). According to the paper provided by the Administration in **Annex I**, the main elements of the proposed arrangement are –

(a) it should cover only money judgments given by a court of either the Mainland (at the Intermediate People's Court level or higher), or the HKSAR (at the District Court level or higher) exercising its jurisdiction pursuant to a valid choice of forum clause contained in a commercial contract;

(b) it will only apply to judgments of the HKSAR or Mainland Courts where the parties to a commercial contract have agreed that the court of either place or the courts of both places will have jurisdiction;

(c) to reflect the limits which the law of either jurisdiction puts on the efficacy of a choice of forum clause, it should require that the relevant choice of forum clause is a valid one;

(d) it will only permit the enforcement of a judgment that is final and conclusive; and

(e) it will provide for grounds that will allow the court of either jurisdiction to refuse to enforce a judgment given in the other jurisdiction (the safeguards).

6. The Administration advised the Panel that it had consulted the legal profession, chambers of commerce and trade associations on the proposed arrangement in March and April 2002. The Administration received 17 written responses. Ten respondents expressed support for the proposed arrangement, two respondents including the Hong Kong Bar Association expressed reservations about the proposed arrangement, and the remaining respondents made some comments on certain aspects of the proposed arrangement or indicated that its members had mixed views on the proposed arrangement.

7. The Administration also advised that once a mutually satisfactory arrangement with the Mainland authorities had been reached, it would introduce legislation to give the proposed arrangement the requisite legislative backing.

8. Since the meeting on 27 May 2002, the Administration had continued its discussions with the Mainland authorities on the proposed arrangement, and reported the progress to the Panel on 22 March and 22 November 2004. The concerns raised by Panel members and representatives of the Bar Association are summarised below –

(a) because of the differences in the legal systems of the HKSAR and the Mainland and the quality of justice and judicial decisions rendered by the Mainland courts, there was a need to proceed with the matter with extreme caution. The proposed arrangement should apply to those regions of the Mainland where there were substantial economic activities involving foreign direct investment, such as Tianjin, Beijing, Shanghai, and Guangdong as "trial points" at the initial stage; and

(b) the safeguards in the proposed arrangement should be improved to include grounds such as judgments obtained under duress or by corrupt practices, or obtained under circumstances which were unfair to the defendant; and

(c) Mainland judgments might not be final and conclusive judgments under the common law, in view of the civil procedures there. The common law approach should be maintained in addressing the issue of finality.

Details of the concerns and the Administration's response are in **Annex II**.

Panel meeting on 24 October 2005

9. At the meeting on 24 October 2005, the Administration briefed the Panel on the following new developments on the proposed arrangement –

(a) the Mainland authorities had proposed that in addition to the Intermediate People's Courts or above, the proposed arrangement should also cover the small number of Basic Level People's Courts that were designated to handle foreign-related civil and commercial cases. These courts might have jurisdiction over a single claim of up to or even exceeding RMB 1 million, generally on a par with the District Court of the HKSAR; and

(b) special procedures would be put in place to ensure that after an application had been made to the Hong Kong court to enforce a Mainland judgment under the proposed arrangement, the case, if subject to trial supervision procedures, would be brought up for re-trial by a People's Court at the next higher level in the Mainland and would not be retried by the court making the original judgment.

Details of the new developments are in the Administration's paper in **Annex III**.

10. The concerns raised by members at the Panel meeting on 24 October 2005 are set out in paragraphs 11 to 30 below.

Applicability of the proposed arrangement

11. Hon Margaret NG, Hon Audrey EU and Hon James TO pointed out that they were given to understand at previous Panel meetings that after the proposed arrangement was in place, parties to a commercial contract must make it a term of the contract that they agreed that judgments obtained in Hong Kong would be enforceable in the Mainland and vice versa, before the proposed arrangement was applicable to their contract. These members expressed concern that the proposed arrangement in the Administration's paper for the meeting was different from what the Administration had presented to the Panel previously. They were of the view that REJ should only be applicable to parties who had expressly indicated their agreement to the proposed arrangement in their contracts.

12. Hon Margaret NG pointed out that a clause merely specifying Hong Kong as the chosen court did not have the implication that a judgment obtained there was enforceable in the Mainland, or vice versa. The proposed arrangement therefore changed the meaning of a choice of court agreement. It meant parties could become affected by the proposed arrangement inadvertently.

13. The Administration stressed that the proposed arrangement was the same as that presented to members at previous Panel meetings. Similar to the enforcement regime provided for in the Hague Convention on Choice of Court Agreements (which was drafted with reference to the 1958 New York Convention), the proposed arrangement would only be applicable to choice of court agreements concluded after its implementation. It would not be necessary to specify in such agreements the consent of both parties to the enforcement regime under the proposed arrangement. If parties to the contract did not wish to have the judgments enforced in both the Mainland and the HKSAR, they should not choose the HKSAR courts or the Mainland courts as the exclusive forum for the settlement of disputes arising from their contracts.

14. Hon Audrey EU and Hon James TO considered that REJ should not be applicable to contracts signed before the implementation of the proposed arrangement, unless all the parties to the contracts had agreed to accept the arrangement. Hon James TO also suggested that to further protect the interests of the HKSAR parties, a maximum amount should be set for the money judgments covered by the proposed arrangement. Warnings should be included in the contracts to the effect that once the parties had signified their agreement to the proposed arrangement in their contracts, their properties in the Mainland and the HKSAR might be subject to the judgments given by the chosen court.

15. The Administration clarified that the proposed arrangement would not have retrospective effect on choice of court agreements concluded before its implementation. The Administration would consider clarifying this in the proposed arrangement.

16. Hon Audrey EU sought clarification on the how the relevant judgments would be enforced in case of parallel trials in the Mainland and the HKSAR. The Administration explained that as the proposed arrangement would only be applicable to cases where an exclusive choice of court agreement had been concluded, the risk of parallel trials would be reduced.

17. Hon Audrey EU pointed out that the "exclusive" choice of court clause was not mentioned in paragraph 2 of the Administration's paper for the meeting (Annex III). She considered that notwithstanding the exclusive choice of court clause in the contracts, courts in other places could have jurisdiction to determine the disputes relating to the contracts. As a result, the problem of parallel trials would still exist.

Level of court

18. In response to Hon Audrey EU's question on the criteria for drawing up the list of designated Basic Level People's Courts, the Administration advised that only about 1% out of the 3 100 odd Basic Level People's Courts in the Mainland had been designated to have jurisdiction over foreign-related civil and commercial cases. According to the Mainland authorities, the total number of foreign-related civil and commercial cases heard by the courts, as well as the past performance and location of the courts would be taken into account in the designation of these Basic Level People's Courts. Further, most of the designated courts were located in economic and technological development zones where there were substantial economic activities involving foreign investments and hence a lot of foreign-related civil and commercial court cases.

"Trial points" for initial implementation of the proposed arrangement

19. Hon Audrey EU and Hon Miriam LAU considered that to gain the confidence of businessmen and other parties concerned in the proposed arrangement, REJ should first be implemented in "trial points" such as cities in the Mainland that had proven trade or economic activities with the HKSAR, the Guangdong Province or Shenzhen Special Economic Zone. The proposed arrangement could be extended to other cities upon the successful implementation of such a trial scheme in due course.

20. The Administration responded that it had tried to persuade the Mainland authorities to accept the suggestion of "trial points". However, the Mainland authorities had explained that insofar as their legal system was concerned, the proposed arrangement would be implemented through the promulgation of regulations or judicial explanation which must be applied across all provinces in the Mainland. It would not be feasible or practical to exclude certain parts of the Mainland from the uniform applications of the regulations or judicial explanation. Moreover, there was little established or objective basis for discriminating one city against another. The Administration further explained that the Mainland authorities had reservation to accept the suggestion of "trial points", as a similar arrangement had not been adopted in the Mainland before.

21. As regards the suggestion of implementing the proposed arrangement in the Guangdong Province as a "trial point", the Administration pointed out that the courts in the provinces in the north, northeast and east of China also handled a lot of civil and commercial cases involving parties in the HKSAR. At members' request, the Administration undertook to further discuss with the Mainland authorities members' suggestions on "trial points".

Finality

22. Hon Miriam LAU pointed out that under the special procedures to be put in place, after an application had been made to the Hong Kong court to enforce a Mainland judgment under the proposed arrangement, the case, if subject to trial supervision procedures, could still be brought up for re-trial in the Mainland, although by a People's Court at the next higher level. Since a judgment must be a final and conclusive judgement before it could be enforced, the proposed procedures would cause confusion, and encourage parties to avoid enforcement of judgments by seeking re-trials.

23. The Administration explained that according to the House of Lord's decision in Nouvion v Freeman [1889] 15 AC1 on the common law requirement of a final and conclusive judgment, a judgment could not be regarded as final and conclusive if it could be varied by the original trial court. The Administration had discussed with the Mainland authorities this requirement as well as the concern of some members and the local legal profession whether a Mainland judgment, which was subject to a possible re-trial by the original trial court, could be considered as final and conclusive under the common law rules applied by the HKSAR courts. To address this concern, the Mainland authorities had agreed to put in place the proposed special procedures which were generally in line with the requirements laid down by the HKSAR court for enforcing Mainland judgments in Hong Kong.

24. Hon Margaret NG, however, considered that "enforceability" and "finality" were distinct concepts, and that the proposed special procedures could not solve the legal question of finality. To adopt enforceability instead of finality as the requisite condition was a policy, and not a legal decision. The issue of finality must be addressed before implementation of the proposed arrangement, particularly if the parties would be regarded as "opting in" for the REJ arrangement on the basis of a valid choice of court clause in a commercial contract, and the initial implementation of the proposed arrangement would not be limited to certain "trials points".

25. The Administration stressed that in establishing the proposed arrangement with the Mainland, the HKSAR did not intend to change the judicial system in the two places. The Administration considered the proposed special procedures acceptable in addressing the question of finality of judgments. When compared with the available avenues under the common law system, the trial supervision procedures were not so drastically different. The rates of cases protested and judgment reversed by the Procuratorate in the Mainland in 2001, being 0.3557% and 0.079% respectively, were very low.

Safeguards

26. Members noted that in the cases of enforcement of foreign judgments under common law rules and under the Foreign Judgment (Reciprocal Enforcement) Ordinance (Cap. 319), the proposed arrangement would provide for grounds that would allow the court of either jurisdiction to refuse to enforce a judgment given in the other jurisdiction. The registration of a judgment under the proposed arrangement might be refused or set aside, if –

(a) the judgment was wholly satisfied;

(b) the judgment was obtained by fraud;

(c) the judgment was obtained in breach of natural justice;

(d) enforcement of the judgment would be contrary to public policy (order public) in the place of the registering court;

(e) the judgment was inconsistent with a prior judgment of the registering court;

(f) the judgment was obtained in proceedings at which the defendant was not given sufficient notice; and

(g) in the view of the registering court the judgment debtor either was entitled to immunity from the jurisdiction of that court or was entitled to immunity in the court of origin and did not submit to its jurisdiction.

27. Hon Ronny TONG considered that the proposed safeguard in paragraph 26(e) above would create problems because while prior judgments were not binding in Mainland courts, this was not the case in the HKSAR. Under common law, the proposed safeguard was not a ground for refusal of enforcement of a foreign judgment.

28. Mr TONG suggested that a safeguard should be provided to prevent parties from "forum shopping" in order to secure a judgment from a jurisdiction which was advantageous to their cause.

29. Regarding the safeguard mentioned in paragraph 26 (g) above, Mr TONG suggested the Administration to improve the wording of the safeguard so as to clarify whether the judgment debtor was entitled to immunity from the jurisdiction of the "registering court" or the "court of origin".

30. The Administration responded that it had considered the conflicts of law in the Mainland and the HKSAR, and made reference to Cap. 319 in drawing up the proposed safeguards. It would review the proposed safeguards taking into account members' views and the provisions in Cap. 319.

Issues to be addressed by the Administration

31. Arising from the discussion of the Panel at its meeting on 24 October 2005, members requested the Administration to –

(a) consider revising the proposed arrangement taking into account the concerns and views expressed by members and revert to the Panel in due course;

(b) provide the list of designated Basic Level People's Courts which had jurisdiction over foreign-related civil and commercial cases involving a single claim of up to or exceeding RMB 1 million, and had been proposed by the Mainland authorities for inclusion in the proposed arrangement;

(c) clarify the criteria for drawing up the list of designated Basic Level People's Courts in (b) above;

(d) explain the basis for determining the categories of court which could have jurisdiction over a single claim of up to or exceeding RMB 1 million in the Mainland;

(e) advise whether other jurisdictions with judicial systems similar to that of the Mainland had established REJ arrangement with the HKSAR; and

(f) provide a response to the submission from Mr P Y LO of the Bar Association [LC Paper No. CB(2) 169/05-06(01)] (**Annex IV**). Mr LO's views on "trial points" and "finality of court judgments" were simil ar to those of some members as set out above.

32. Members also requested the Administration not to enter into any agreement on the proposed arrangement with the Mainland authorities before reverting to the Panel.

33. After the meeting on 24 October 2005, Hon Margaret NG had written to the Administration on her concerns in paragraphs 11, 12 and 24 above. Her letter dated 24 October 2005 (**Annex V**) and the Administration's response dated 29 November 2005 (**Annex VI**) were issued to members vide LC Paper Nos. CB(2) 194/05-06(01) and CB(2) 568/05-06(01) respectively. The paper referred to in paragraph 2 of the Administration's response is in Annex I.

Question in Council

34. At the Council meeting on 26 January 2005, Hon Margaret NG raised an oral question to request the Administration to provide statistics on the number of applications for enforcement of Hong Kong arbitral awards in the Mainland, and asked whether the enforcement situation as reflected in the statistics would affect the

Administration's position on the current negotiation on REJ in commercial matters between the HKSAR and the Mainland.

35. In reply, the Secretary for Justice advised that while there was no record for enforcement of Hong Kong arbitral awards in the Mainland, there was no evidence of non-enforcement of arbitral awards. The Intermediate People's Court of Guangdong would conduct a field study in Guangdong to study why there was no record of any application for the enforcement of Hong Kong arbitral awards.

Latest position

36. The Administration will update the Panel on the latest developments regarding the proposed Arrangement at the meeting on 27 February 2006.

Relevant papers

37. A list of relevant papers is in **Annex VII**. These papers are available on the LegCo website (http://www.legco.gov.hk).

Council Business Division 2
Legislative Council Secretariat
22 February 2006

Annex I

RECIPROCAL ENFORCEMENT OF JUDGMENTS IN COMMERCIAL MATTERS BETWEEN THE HKSAR AND THE MAINLAND

PURPOSE

This paper seeks views on the Administration's proposal to establish a mechanism for reciprocal enforcement of judgments ("REJ") between the Mainland and HKSAR and on the scope of the proposed arrangement.

BENEFITS OF THE PROPOSED ARRANGEMENT WITH THE MAINLAND

2. At present, there is no arrangement on REJ between the HKSAR and the Mainland. The current legislative regime under the Foreign Judgments (Reciprocal Enforcement) Ordinance (Cap. 319); the common law position on enforcement of foreign and Mainland judgments in Hong Kong and the enforceability of HKSAR judgments in the Mainland are set out at the Appendix.

3. To facilitate the development of the HKSAR into a centre for commercial dispute resolution, it is important that judgments made in the HKSAR are enforceable in jurisdictions where the judgment debtor keeps his assets. An arrangement on REJ with the Mainland will benefit not only the HKSAR businesses, but also the international community doing business with the Mainland. They will be able to stipulate the courts of the HKSAR as the forum for the settlement of disputes arising from contracts with Mainland parties on the basis that judgments made by HKSAR courts in their favour can be recognised and enforced in the Mainland. Such an arrangement, combined with the cultural similarities between the HKSAR and the Mainland, and the well-developed legal system and legal services sector in the HKSAR, will be instrumental in making the HKSAR a centre for resolution of commercial disputes, especially those involving parties from the Mainland. It will also benefit members of our legal profession.

4. Following China's accession to WTO, and with the growing volume of trade in goods and services between the HKSAR and the Mainland, it is also in our interest to develop an arrangement with the Mainland which will ensure that

HKSAR judgments can be effectively enforced in the Mainland. This does not appear to be the case currently under the Mainland's existing law (see paragraph 7 of the Appendix). From the Mainland's perspective, such an arrangement will also facilitate enforcement of Mainland judgments in the HKSAR by eliminating the disadvantages and problems as set out in the Appendix.

THE PROPOSED ARRANGEMENT

5. As the HKSAR has never had an arrangement with the Mainland for REJ, the Administration intends to start with a focussed approach. We may consider expanding the scope of the co-operation in the light of actual experience gained in running the initial scheme.

6. On these premises, we consider that the arrangement should cover only *money judgments* given by a court of either the Mainland (at the Intermediate People's Court level or higher) or the HKSAR (at the District Court level or higher) exercising its jurisdiction pursuant to a *valid choice of forum clause* contained in a *commercial contract.*

The elements of the arrangement are discussed below.

Money Judgments

7. In line with the system under Cap. 319 and the common law, the proposed arrangement will only apply to money judgments. Orders for specific performance or injunction, for instance, will not be covered.

Commercial Contracts

8. As a starting point, we intend to focus only on commercial contracts and to exclude other civil matters as, in practice, cases most likely to benefit from the arrangement would be judgments arising from commercial contracts. It is also likely that the number of commercial disputes involving Mainland parties will rise after China's accession to the WTO. Such an REJ arrangement is also in line with the Administration's initiative to develop the HKSAR into a centre for resolution of commercial disputes.

9. By “commercial contract”, we mean a contract in which the parties are acting for the purposes of their respective trades or professions, excluding contracts relating to matrimonial matters, wills and successions, bankruptcy and winding up, lunacy, employment and consumer matters, etc. These exclusions are consistent with the intention of Cap. 319 and discussions in the international arena on REJ matters.

Choice of Court

10. The proposed arrangement will only apply to judgments of the HKSAR or Mainland Courts where the parties to a commercial contract have agreed that the court of either place or the courts of both places will have jurisdiction. The deference to choice of court agreement is a reflection of the respect accorded to the autonomy of parties to commercial contracts, a principle that is upheld as well in the international arena. In this connection, it is relevant to note that under the common law, the courts may not give effect to a choice of court expressed in an agreement in certain limited circumstances, e.g. if such a choice is contrary to a statutory rule against the ousting of the jurisdiction of the court or against referring a dispute to the courts and law of a foreign country.

11. To reflect the limits which the law of either jurisdiction puts on the efficacy of a choice of forum clause, the proposed arrangement should require that the relevant choice of forum clause is a valid one.

12. For the purposes of the HKSAR courts, we propose that the arrangement should cover judgments given in the District Court and above (amounting to $50,000 or above generally) and will effectively exclude those given by the Small Claim Tribunal. The reasons for so limiting the scope of HKSAR judgments covered by the arrangement are to bring practical benefits to the parties concerned and to ensure that these practical benefits are proportional to the efforts and resources required for the enforcement of judgments under the proposed arrangement.

13. For the purposes of the Mainland courts, our proposal is to cover judgments given by the Intermediate People’s Courts or above since it will normally be this level of Mainland courts that will have jurisdiction to determine disputes relating to contracts with “HKSAR” parties.

Finality

14. The arrangement will only permit the enforcement of a judgment that is final and conclusive. The issue of how and when a judgment should be treated as final and conclusive will be considered in our discussions with the Mainland authorities to ensure that an arrangement that is mutually satisfactory will be reached.

Safeguards

15. As in the cases of enforcement of foreign judgments under common law rules and under Cap. 319, the proposed arrangement will provide for grounds that will allow the court of either jurisdiction to refuse to enforce a judgment given in the other jurisdiction. Having considered the common law, Cap. 319 as well as international treaty practice, we propose that registration of a judgment under the proposed arrangement may be refused or set aside, if : -

(a) the judgment is wholly satisfied;

(b) the judgment was obtained by fraud;

(c) the judgment was obtained in breach of natural justice;

(d) enforcement of the judgment would be contrary to public policy (order public) in the place of the registering court;

(e) the judgment is inconsistent with a prior judgment of the registering court;

(f) the judgment was obtained in proceedings at which the defendant was not given sufficient notice; and

(g) in the view of the registering court the judgment debtor either is entitled to immunity from the jurisdiction of that court or was entitled to immunity in the court of origin and did not submit to its jurisdiction.

IMPLEMENTATION

16. Once a mutually satisfactory arrangement with the Mainland authorities has been reached, the Administration will seek to promote legislation to give it the requisite legislative backing. We envisage that a statutory registration scheme, similar to Cap 319, will be required. The arrangement will become effective when both jurisdictions have completed the necessary procedure for its implementation.

Administration Wing
Chief Secretary for Administration's Office
March 2002

Appendix

Enforcement of Foreign/Mainland Judgments in the HKSAR Under the Foreign Judgments (Reciprocal Enforcement) Ordinance (Cap. 319)

At present legal arrangements are in place to ensure that civil and commercial judgments obtained in a number of jurisdictions outside the HKSAR may be registered and enforced in the HKSAR, and conversely, that judgments obtained in the courts here can be similarly enforced in other jurisdictions. These arrangements form the basis of the registration system in the Foreign Judgments (Reciprocal Enforcement) Ordinance (Cap. 319). The Ordinance provides that judgments given in superior courts of foreign countries to which the benefits conferred by the Ordinance have been extended are capable of registration for enforcement in Hong Kong, subject to certain conditions. The term "judgment" in the Ordinance has a broad meaning, covering a judgment given by a court in any civil proceedings, and a judgment given by a court in any criminal proceedings for the payment of money in respect of compensation or damages to an injured party. The Ordinance provides the HKSAR with the necessary flexibility in negotiating individual agreements with foreign jurisdictions for enforcement of judgments on a reciprocal basis. However, Mainland judgments cannot be enforced under Cap. 319 and there are no arrangements between the HKSAR and the Mainland on reciprocal enforcement of judgments. Furthermore, the Mainland cannot be considered as a foreign country, or foreign jurisdiction, within the meaning of Cap. 319.

Recognition and Enforcement of Mainland Judgments in the HKSAR under Common Law Rules

2. At common law, a foreign money judgment, including a Mainland judgment, may be recognised and enforced by action as a debt, subject to certain overriding principles. A judgment does not have to originate from a common law country in order to benefit from the common law rules; and reciprocity is not a requirement under the common law**.**

3. Hence, a judgment originating from the Mainland may be recognised and enforced by the HKSAR courts on conditions that it is : -

(a) given by a competent court (as determined by the HKSAR courts with reference to the private international law rules);

(b) a judgment for a fixed sum of money; and

(c) a final judgment that is conclusive upon the merits of the claim.

4. Defences are available to a defendant in a common law action brought on a judgment from another jurisdiction. They include inter-alia the lack of jurisdiction; the judgment having been obtained by fraud; recognition of the judgment being contrary to public policy (of the HKSAR); and the judgment having been obtained in breach of natural justice, etc.

Suing on the Original Cause of Action

5. Instead of bringing an action at common law on a Mainland judgment, the judgment creditor may bring a fresh action in the HKSAR based on the same cause of action. He would have to show, among other things, that the HKSAR courts are an appropriate forum and competent to hear the case.

Enforcement of Mainland Judgments under the common law vs Recognition and Enforcement by Registration Under Cap. 319

6. Compared with a judgment creditor whose judgment is registrable under Cap. 319, the judgment creditor of a Mainland judgment who wishes to seek enforcement at common law in the HKSAR suffers the following disadvantages : -

(a) He cannot use the simplified procedure provided for in Cap. 319;

(b) the proceedings will take longer and he will incur higher legal costs; and

(c) more importantly, he will bear the burden of proof whereas in proceedings for the registration of a foreign judgment under Cap. 319, the burden of proof falls on the judgment debtor who will have to show why the judgment should not be registered.

Enforceability of HKSAR Judgments in the Mainland

7. It does not appear that HKSAR judgments are at present enforceable in the Mainland. The Mainland, being a civil law jurisdiction, does not have a rule that is similar to our common law rule on recognition and enforcement of foreign judgments. Article 267 of the Mainland's Civil Procedure Law enacted on 9 April 1991 provides that foreign judgments may be enforced in accordance with international agreements to which the PRC is a party or in accordance with the principle of reciprocity. It is considered that the HKSAR, not being a "foreign" country, may not benefit from the Article.

Annex II

Reciprocal enforcement of judgments in commercial matters between the Hong Kong Special Administrative Region and the Mainland

Concerns raised at various meetings of the Panel on Administration of Justice and Legal Services between the period from December 2001 to November 2004

The concerns raised by members of the Panel on Administration of Justice and Legal Services (AJLS Panel) and the Hong Kong Bar Association on the proposed mechanism for reciprocal enforcement of judgments (REJ) (the Arrangement) to be established between the Hong Kong Special Administrative Region (HKSAR) and the Mainland at the AJLS Panel meetings on 20 December 2001, 27 May 2002, 22 March and 22 November 2004 are summarised in the ensuing paragraphs.

Scope

2. Some members expressed concern that in view of the differences in the legal systems of the HKSAR and the Mainland, and the quality of justice and judicial decisions rendered by the Mainland courts, there was a need to proceed with the matter with extreme caution. Some other members pointed out that the business sector was concerned about the implications and the possible adverse impact on their interests of the implementation of the Arrangement. These members suggested implementing a limited form of REJ at the initial stage to apply to –

(a) judgments made by certain status of courts in the Mainland which had been approved by the highest court in the Mainland;

(b) those regions of the Mainland where there were substantial economic activities involving foreign direct investment, such as Tianjin, Beijing, Shanghai, and Guangdong as "trial points"; and

(c) claims in the region of $500,000 to $1 million.

3. In response to the proposal in paragraph 2(a) above, the Administration explained that the proposed Arrangement constituted only a limited form of REJ, as it would not apply to all judgments but only foreign-related judgments on commercial agreements, where the parties had consented to have any disputes decided by either the Mainland courts or the Hong Kong courts. Also, given the international nature of the disputes, most of the foreign-related civil and commercial cases were presently handled by the Intermediate

People's Courts or above in major provinces, special economics zones and municipalities in the Mainland.

4. While the Administration agreed to give consideration to the proposals in paragraph 2(b) and (c) above, the Administration explained that there might be difficulties in deciding the criteria for determining the "trial points". The Administration also cautioned that any proposals which imposed unilaterally certain restrictions on the Mainland might not get easy acceptance by the Mainland authorities, given the principle of reciprocity on which the Arrangement was based.

Safeguards

5. The Administration had advised that as in the cases of enforcement of foreign judgments under common law rules and under the Foreign Judgment (Reciprocal Enforcement) Ordinance (Cap. 319), the Arrangement would provide for grounds that would allow the court of either jurisdiction to refuse to enforce a judgment given in the other jurisdiction. The registration of a judgment under the Arrangement might be refused or set aside, if –

(a) the judgment was wholly satisfied;

(b) the judgment was obtained by fraud;

(c) the judgment was obtained in breach of natural justice;

(d) enforcement of the judgment would be contrary to public policy (order public) in the place of the registering court;

(e) the judgment was inconsistent with a prior judgment of the registering court;

(f) the judgment was obtained in proceedings at which the defendant was not given sufficient notice; and

(g) in the view of the registering court the judgment debtor either was entitled to immunity from the jurisdiction of that court or was entitled to immunity in the court of origin and did not submit to its jurisdiction.

6. Some members suggested that the safeguards proposed in the Arrangement should be improved to include grounds such as judgments obtained under duress or by corrupt practices, or obtained under circumstances which were unfair to the defendant.

7. The Administration responded that the safeguards were drawn up by

making reference to cases of enforcement of foreign judgments under common law rules, Cap. 319, and the draft Hague Convention on Jurisdiction and Foreign Judgments in Civil and Commercial Matters. The Administration would take into account members' views in its discussions with the Mainland on the Arrangement.

Choice of court

8. A member asked whether the contracting parties under the Arrangement could choose the HKSAR courts as the place of jurisdiction. The Administration advised that under the Arrangement, both contracting parties would have the freedom to choose whether they wished to have their commercial disputes settled by the courts in the HKSAR or in the Mainland or both, for enforcement in either the HKSAR or in the Mainland as the case might be. The REJ arrangement would not alter the bargaining power between the contracting parties.

9. The Bar Association pointed out that the criteria for determining whether cases fell within the jurisdiction of the Intermediate People's Courts or above and the HKSAR's District Court or above might be different. Certain cases might be heard and determined by the courts in one place but not in the courts in the other place for reasons such as the nationality of the litigating parties. The Administration agreed to undertake some research on the matter and revert to the Panel.

Finality

10. Some members and the Bar Association expressed concern whether Mainland judgments were final and conclusive judgments under the common law, in view of the civil procedures in the Mainland. The Bar Association suggested that the common law approach should be maintained in addressing the issue of finality.

11. The Administration responded that the issue of how and when a judgment should be treated as final and conclusive would be discussed with the Mainland authorities to ensure that an arrangement that was mutually acceptable would be reached. The Administration's initial thinking was to follow the arrangements adopted under Cap. 319.

Implementation

12. A member asked how REJ could be implemented if parties to a commercial contract under the Arrangement filed charges against one another in courts of different places. The Administration undertook to discuss with the Mainland authorities on ways to address such a situation.

13. Some members expressed concern whether enforcement of judgments would be truly reciprocal. A member considered that the major factor for the successful implementation of the Arrangement was confidence of the contracting parties in submitting cases to the jurisdiction of the courts of the HKSAR and the Mainland. The experience in implementing the arrangements for reciprocal enforcement of arbitral awards between the HKSAR and the Mainland which had been concluded a few years ago could be useful reference. In this connection, the Panel noted the advice of the Administration in July 2004 that between 2000 and 2003, a total of 58 applications for enforcement of Mainland arbitral awards were granted. However, the Administration was still awaiting a reply from the Mainland authorities on the number of applications for enforcement of Hong Kong arbitral awards in the Mainland.

LC Paper No. CB(2)122/05-06(04)

For information
On 24 October 2005

LegCo Panel on Administration of Justice and Legal Services

Reciprocal Enforcement of Judgments in Commercial Matters between the HKSAR and the Mainland

PURPOSE

This paper informs Members of the progress of the Administration's discussion with the Mainland authorities on the proposed arrangement for reciprocal enforcement of judgments (REJ) in commercial matters between the HKSAR and the Mainland.

BACKGROUND

2. As part of the Administration's initiative to promote the HKSAR as a centre for the resolution of commercial disputes, and to develop the HKSAR's legal services, we proposed to establish between the HKSAR and the Mainland a mechanism for REJ (the Arrangement). Following the agreed step-by-step approach, we proposed that the Arrangement should cover only money judgments given by a designated court of either the Mainland or the HKSAR exercising its jurisdiction pursuant to a valid choice of court clause contained in a commercial contract.

3. We briefed this Panel on 27 May 2002 on the proposed scope and safeguards of the Arrangement. Since then, we have conducted a series of meetings with the Mainland authorities to exchange views on the scope of the proposed Arrangement, the issue of finality and the technicalities involved in the recognition and enforcement of judgments in both jurisdictions. We last briefed the Panel on 22 November 2004 on the progress of the Administration's discussion with the Mainland authorities. We undertook to keep the Panel informed of any major development or discussion that might involve deviation from the principles and direction of our original proposal.

LATEST DEVELOPMENT

4. Pursuant to the meeting with the Mainland authorities at the end of September 2005, we see that we have come to terms on the bulk of the items for discussion and would like to update Members of developments on the following major issues.

(a) Level of court

5. The Administration initially proposed that the Arrangement should cover judgments given by courts at the Intermediate People's Court level or higher in the Mainland, and at the District Court level or higher in Hong Kong. The rationale was that, according to our understanding then, it would normally be this level of Mainland People's Courts that would have jurisdiction to determine foreign-related civil and commercial disputes.

6. During the course of discussions, it came to light that some of the designated Basic Level People's Courts also have jurisdiction over foreign-related civil and commercial cases. Indeed, these designated Basic Level People's Courts may have jurisdiction over a single claim of up to or even exceeding RMB 1 million, generally on a par with the District Court of the HKSAR which has jurisdiction over a single claim of not exceeding HK$ 1 million. In the Mainland, there is stringent control over the designation of Basic Level People's Courts. As a result, only about one percent out of the about 3,100 Basic Level People's Courts is so designated. People's Courts of the basic level to be included in the Arrangement will be made up of these designated courts only. As we understand it, in those provinces, autonomous regions and municipalities directly under the Central Government, a good proportion of foreign-related cases were dealt with by the Basic Level People's Courts, which could well be over 50% of the total number of foreign-related civil and commercial cases in the relevant region.

7. In addition to the Intermediate People's Courts or above, therefore, the Mainland authorities propose that the Arrangement should also cover the small number of Basic Level People's Courts that are designated to handle foreign-related civil and commercial cases. We consider this proposal reasonable and conducive to the effective implementation of the Arrangement.

(b) <u>Limiting the trial scheme to certain cities</u>

8. There is a suggestion of identifying only the better developed cities in the Mainland that have proven trade or economic activities with the HKSAR as "trial points" for initial implementation of the Arrangement. The Arrangement may be extended to other cities only upon the successful implementation of such a trial scheme in due course.

9. We have raised this suggestion for the consideration of the Mainland authorities. The Mainland authorities explained that insofar as their legal system is concerned, the Arrangement would be implemented through the promulgation of regulations or judicial explanation which must be applied across all provinces in the Mainland. It would not be feasible or practical to exclude certain parts of the Mainland from the uniform application of the regulations or judicial explanation. Moreover, there is little established or objective basis for one to discriminate one city against another. We consider their explanation acceptable.

(c) <u>Finality</u>

10. The HKSAR and the Mainland have different ways to determine if a judgment is considered enforceable. At common law, for a judgment to be enforceable, it must be a final and conclusive judgment. What it means is that the case cannot be reheard by the original trial court. In accordance with the trial supervision procedures in the Mainland, however, it is possible for a case to be retried by the same court that made the original judgment, although the original judgment will remain legally enforceable. Doubts have been expressed by some members of the local legal profession as to whether a Mainland judgment which is subject to a possible retrial by the original trial court can be considered as final and conclusive under the common law rules applied by the HKSAR courts.

11. However, the Mainland authorities stress that the procedures for conducting a retrial of a case are only invoked sparingly with restrictive conditions set out in the Mainland law, amidst continued improvement in the quality of the Mainland judicial system especially in recent years. In order to address our concerns, the Mainland authorities have agreed special procedures would be put in place to ensure that after an application has been made to the Hong Kong court to enforce a Mainland judgment under the Arrangement, the case, if subject to trial supervision procedures, will be brought up for re-trial by a People's Court at the next higher level in the Mainland and will not be retried by the

court making the original judgment. In this regard, the special procedures are generally in line with the requirements laid down by our court for enforcing Mainland judgments in Hong Kong.

WAY FORWARD

12. We would strive to reach agreement on the Arrangement with the Mainland authorities as soon as possible. Any Arrangement between the HKSAR and the Mainland authorities would need to be underpinned by local legislation in the HKSAR before it may take effect in Hong Kong. In accordance with existing arrangements, we will consult the LegCo again in the context of the detailed legislative proposals.

Administration Wing
Chief Secretary for Administration's Office

Department of Justice

October 2005

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24th October 2005

The Hon. Margaret Ng
Chairman of the Panel
Panel on Administration of Justice
and Legal Services
Legislative Council Building
8 Jackson Road, Central,
Hong Kong.

Dear Ms. Ng,

Panel on Administration of Justice and Legal Services
Meeting on 24th October 2005

Please find herewith the comments from Mr. PY Lo of the Hong Kong Bar Association on the Administration's paper on the issue of 'Reciprocal enforcement of Judgments (REJ) in commercial matters between the HKSAR and the Mainland' for your attention.

(a) **Level of court**: Please consider asking the Administration to provide a list of the small number of Basic Level People's Court contemplated by the Mainland Side to be included in the Arrangement.

(b) **Limiting the trial scheme to certain cities**: Please consider clarifying with the Administration as to whether the parties have ruled out a trial scheme applicable to some cities ahead of a general Arrangement. The "trial point" proposal as a matter of logic would precede any general Arrangement.

.../2

HONG KONG BAR ASSOCIATION

(c) **Finality**: Please consider indicating that the HKSAR courts must remain in a position to decide on whether the "special procedures" proposed by the Mainland Side, if adopted in the Arrangement, meet the HKSAR conflict of law rule of requiring the judgment sought to be enforced to be final and conclusive. Thus the draft HKSAR legislation must be prepared towards preserving this position. Attention is also drawn to two recent HKSAR cases: *New Link Consultants Ltd v Air China & Ors* [2005] 2 HKC 260, CFI and *Xinjiang Xingmei Oil-Pipeline Co Ltd v China Petroleum & Chemical Corp* [2005] 2 HKC 292, CFI. The first case is of importance as it appears to be the only fully argued case with expert evidence on "lack of finality" of Mainland judgments. The judgment of the case contains an interesting summary of the expert evidence of both sides, with the Court expressing caution against the expert evidence of New Link. It may assist the deliberations of the Panel if the parties to the case are willing to provide to the Panel copies of the expert reports filed. Leading counsel for New Link was Martin Lee SC and leading counsel for Air China was Paul Shieh SC.

Yours sincerely,

Mendy Chong
Administrator

PYL/al

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24th October 2005

BY HAND

Mr. Stephen Wong
Deputy Solicitor General
Legal Policy (General) Section
Department of Justice
4th floor, High Block
Queensway Government Offices
HONG KONG

Dear Stephen

REJ

I am quite concerned about what transpired at today's AJLS Panel meeting on the above captioned item. The two most crucial issues are:

(1) Parties affected: Whereas our previous understanding is that, after the REJ agreement is in place, parties in a commercial contract must make it a term of the contract that they agree that judgments obtained in Hong Kong will be enforceable in the Mainland and vice versa, before the REJ arrangement is applicable to them. In other words, the parties have to **opt in** expressly for the arrangement to be enforceable against either party.

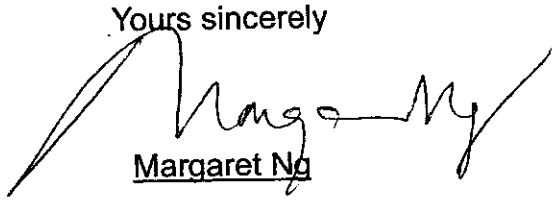
However, you now say the arrangement is enforceable against any party who, after the REJ agreement is in place, enters into a commercial contract which contains a valid choice of court clause specifying either Hong Kong or the Mainland as the choice of court. This is unacceptable because a clause merely specifying, say, "Hong Kong" as the choice of court does not have the implication that a judgment obtained there is enforceable in the Mainland, or vice versa. The REJ arrangement therefore changes the meaning of the choice of court clause. It means parties can become affected by the REJ agreement inadvertently. It also forces parties not prepared to accept REJ to choose a third jurisdiction as the choice of court, or to leave out a choice of court clause.

(2) Finality: You appeared to propose the "special procedure" as a legal solution to the legal question of finality. This is clearly inappropriate, and moreover the simplistic approach adopted is extremely risky.

"Enforceability" and "finality" are distinct concepts. To adopt "enforceability" instead of "finality" as the requisite condition is a **policy**, not legal decision. This policy is not a step to be lightly taken. If the Government is going down that route, I expect thorough consultation on the basis of sufficient discussion on the consequences.

I should be grateful for your response.

Yours sincerely



Margaret Ng

c.c. Clerk, AJLS Panel (for circulation to members)
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c.c. Present, The Law Society of Hong Kong

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29 November 2005

The Hon. Margaret Ng
Chairperson
LegCo Panel on Administration of Justice
and Legal Services
Legislative Council
Hong Kong

Dear Margaret,

Reciprocal Enforcement of Judgment (REJ) between The Mainland and the HKSAR

I am most grateful for your letter of 24 October 2005 reiterating your concerns on the proposed Arrangement that was discussed at the meeting of the AJLS Panel on the same day. I set out below the Administration's consolidated response to the issues raised.

Parties affected

It has always been the Administration's proposal that the Arrangement will only apply to judgments given by a court designated in a choice of court agreement agreed upon in a contract. In March 2002, the then Director of Administration wrote to the Panel explaining the framework of the proposed Arrangement. You may recall that the issue of "choice of court" was discussed in a paper attached to the letter, a copy of which is now enclosed for your easy reference.

In gist, the proposed Arrangement will only apply to judgments of the HKSAR or Mainland Courts where the parties to a commercial contract have entered into a choice of court agreement. The Administration explained that the deference to a choice of court agreement was a reflection of the respect accorded to the autonomy and freedom of parties to commercial contracts. No suggestion was made that the parties should be required to expressly opt in for the proposed Arrangement to apply in respect of the

relevant judgment. It may be further noted that during the consultation exercise before we first reported to the Panel, none of the views received suggested that the parties should expressly opt in for the proposed Arrangement to apply.

While the Administration is willing to take up the Panel's suggestion with the Mainland authorities, we would like to point out that an exclusive choice of court agreement is not a pre-condition for the application for registration of foreign judgments under the Foreign Judgments (Reciprocal Enforcement) Ordinance (Cap. 319). Further, under the recently concluded Hague Convention on Choice of Court Agreements (which provides for free circulation of judgments based on choice of court agreements among Party States), it is not necessary for the parties to a choice of court agreement to expressly opt in the enforcement regime under the Convention. This is in line with the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958, which does not require the parties to an arbitration agreement to expressly opt in the enforcement regime provided for in the Convention in order that the related arbitral award is enforceable thereunder. During the discussions with the Mainland authorities on the proposed REJ, both parties took heed of the development and practice in international judicial co-operation. Requiring parties to expressly opt in would be a step backward in the promotion of judicial co-operation. Such a requirement would also be inconsistent with the normal rules and practices adopted in the relevant international agreements.

Finality of Judgment

I am sure there is no dispute that at common law, in order to establish that a foreign money judgment is final, it must be shown that the court, by which the judgment was pronounced, conclusively, finally and forever established the existence of the debt in question so as to make it *res judicata* between the parties. However, you will also agree that a judgment can still be regarded as final even if it is under appeal.[1]

In *Chiyu Banking Corp. Ltd v. Chan Tin Kwun* [1996] 2 HKLR 395, Cheung J (as he then was) held that because of the initiation of the protest procedure against the Mainland judgment sought to be enforced in Hong Kong in that case, which could result in the retrial of the case by the original trial court, the Mainland judgment failed to satisfy the common law requirement of being final and conclusive, and consequently ordered a stay of the Hong Kong

[1] See *Nouvion v Freeman* (1889) 15 App. Cas. 1; *Dicey and Morris on Conflict of Laws*, 13th edition, Vol 1, paras 14-021 and 14-024; Philip Smart, "Enforcement of Foreign Judgments" in Christine Booth (ed), *Enforcing Judgments in Hong Kong* (2004), Chap 13, at pp 260-1; and Peter Barnett, *Res Judicata, Estoppel, and Foreign Judgments* (2001), paras 2.36-2.37. The principle stated above was followed by Hong Kong courts in many cases, including Cheung J in *Chiyu Banking Corporation Limited v Chan Tin Kwun* [1996] 2 HKLR 395.

enforcement proceedings pending the outcome of the protest procedure. You will note that Cheung J's judgment was based on the expert evidence before him in the relevant proceedings and his judgment was approved by the Court of Appeal in subsequent cases, eg *Lam Chit Man (trading as Yet Chong Electronic Co.* v. *LAM Chi-To* (unreported, 18 December 2001, CACV 354/2001).

The Mainland team and our team deliberated the complicated concepts and issues involved at great lengths. Apart from saying that the number of cases under the protest procedure has been small as compared with the overall case load of the Mainland courts in each year and that the quality of judges has been improving due to the adoption of various measures, the Mainland team eventually agrees to create a special concession, which will be set out clearly in the arrangement as follows :

(i) only a final judgment will be recognised and enforced;

(ii) "final judgment" is defined, stating clearly that in case where an application to enforce a Mainland court judgment has been made in Hong Kong and the trial supervision procedure calling for a retrial is subsequently invoked, that case will not be retried by the original trial court but will have to be brought up for a retrial by a higher court. This is to ensure that the People's Court which pronounced the original judgment will not have the opportunity to vary or abrogate the very judgment of which enforcement is sought;

(iii) a certificate of "final judgment" to be issued by the relevant Mainland court giving the judging must be submitted to the Hong Kong court by the person seeking enforcement; and

(iv) a judicial interpretation will be issued by the Supreme People's Court (SPC) (this will be to the effect that the special retrial procedure for Mainland judgments sought to be enforced in Hong Kong will be published formally by SPC by way of a directive). In addition, an internal explanatory note on the new procedure will be drawn up and distributed by SPC before the Arrangement comes into force.

The above special procedures are generally in line with the requirements laid down by Hong Kong courts for determining the finality and conclusiveness of foreign judgments seeking registration and enforcement.

What has been intended since day one, and we believe is now before us, is an arrangement that addresses the legal issues identified by our court. The new mechanism, whereby judgments can be enforced in a summary way on a reciprocal basis, is designed only for those parties who, on the basis of freedom of contract, agree in the relevant contract to submit to the jurisdiction of the courts of the Mainland or Hong Kong. Upon application for enforcement of a Mainland judgment in Hong Kong, the judgment debtor may ask the Hong Kong court to refuse to enforce the judgment on the grounds listed in the proposed Arrangement, one of which relates to judgments obtained by fraud. Should there be problems in implementing the arrangement, they can be taken up and resolved by SPC and HKSARG through consultations. It is also evident that the Mainland authorities have, at their highest level, repeatedly (especially after the accession to the WTO) expressed unequivocally their commitment to strengthening the Rule of Law, implementing legal and judicial reform and enhancing the quality of judges through, inter alia, vigorous training and recruitment by way of State Judicial Examinations.

As soon as the proposed draft Arrangement is put in place, we will have a mechanism whereby parties who agree to submit to the court's jurisdiction have an option, which does not exist currently, to apply for enforcement of a money judgment in the other jurisdiction without having to go through the time-consuming and costly litigation process as it is the case now. There is no doubt that a simple and effective enforcement mechanism is one of the key considerations for investors in deciding where to resolve their disputes. If Hong Kong judgments can be enforced in the Mainland, this will make Hong Kong a more attractive dispute resolution centre. The proposed mechanism should dovetail with the greater PRD economic development plan, strengthen the relationship between the Mainland and Hong Kong, and reinforce Hong Kong's status as a leading financial and legal services centre.

The Administration should be pleased to discuss the subject matter in detail at the meeting of the AJLS Panel scheduled for 23 January 2006.

Yours sincerely,

(Stephen Kai-yi Wong)
Deputy Solicitor General

with enclosure

c.c. Chairman, Hong Kong Bar Association
President, the Law Society of Hong Kong
Clerk, the LegCo Panel on Administration of Justice and Legal Services (for circulation to members)
Members of the REJ Team, HKSAR

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Annex VII

Reciprocal enforcement of judgments in commercial matters between the Hong Kong Special Administrative Region and the Mainland

Relevant papers/documents

LC Paper No.		Papers/Documents
Papers provided by the Administration		
CB(2)722/01-02(04)	--	Administration's paper on "Enforcement of Mainland Judgments in the HKSAR and Benefits of an Arrangement of Reciprocal Enforcement of Judgments (REJ) between the HKSAR and the Mainland and Choice of Forum Provisions and their Implications on REJ under the Draft Hague Convention on Jurisdiction and foreign Judgments in Civil and Commercial Matters"
CB(2)1431/01-02(01)	--	Letter dated 20 March 2002 from Director of Administration enclosing a copy of paper on "Reciprocal enforcement of judgments in commercial matters between the HKSAR and the Mainland"
CB(2)2020/01-02(01)	--	Paper provided by Director of Administration on "Result of the Consultation Exercise"
CB(2)248/04-05(05)	--	Administration's paper on "Reciprocal enforcement of judgments in commercial matters between the HKSAR and the Mainland"
CB(2)122/05-06(04)	--	Administration's paper on "Reciprocal enforcement of judgments in commercial matters between the HKSAR and the Mainland"
CB(2)568/05-06(01) *(English version only)*	--	Administration's response to the letter dated 24 October 2005 from the Chairman of the Panel on Administration of Justice and Legal Services (AJLS Panel)

Submissions

CB(2)248/04-05(04) *(Chinese version only)*	--	Submission from Mr P Y LO, a member of the Hong Kong Bar Association
CB(2)169/05-06(01) *(English version only)*	--	Letter dated 24 October 2005 from the Hong Kong Bar Association forwarding comments from Mr P Y LO on issues relating to REJ
CB(2)194/05-06(01) *(English version only)*	--	Letter dated 24 October 2005 from the Chairman of the AJLS Panel to the Administration on REJ

Minutes of meetings of Panel on Administration of Justice and Legal Services

CB(2)955/01-02	--	Minutes of meeting on 20 December 2001
CB(2)2780/01-02	--	Minutes of meeting on 27 May 2002
CB(2)386/04-05	--	Minutes of meeting on 22 November 2004
CB(2)499/05-06	--	Minutes of meeting on 24 October 2005