

Enforcement of foreign judgments – Bermuda (Kluwer Law International)

Briefing Summary: Partner Keith Robinson and associate Marcus Symonds have recently authored the Bermuda chapter of 'Enforcement of foreign judgments' for Kluwer Law International. The chapter covers a number of topics including uniformity of law and regulation, judgments, currency regulations and restrictions, and documentary requirements.

Service Area: Dispute Resolution and Litigation

Location: Bermuda

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Uniformity of Law and Regulation

Bermuda is a British Overseas Territory and its legal system is derived from the English legal system. By virtue of the Constitution of Bermuda (1965), legislation is passed by a bicameral legislature. Subject to any statutory amendment since, the common law, the doctrines of equity, and the Acts of Parliament of England of general application which were in force in England at the date when Bermuda was settled (11 July 1612) have the force of law in Bermuda [1]. Bermuda is not a federal jurisdiction and the method for the enforcement of a judgment in Bermuda depends on the country from which the judgment emanates. A system of reciprocal enforcement by registration applies to judgments for a fixed sum issued in certain countries [2] while with respect to the remainder, under common law principles, fresh proceedings must be issued in Bermuda founded upon the overseas judgment providing that it is for a fixed or arithmetically ascertainable amount.

Judgments

Definition

The Judgments (Reciprocal Enforcement) Act 1958 defines a judgment as:

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a judgment or order given or made by a court in any civil proceedings, or a judgment or order given or made by a court in any criminal proceedings for the payment of a sum of money in respect of compensation or damages to an injured party; and it also includes an award in proceedings on an arbitration if the award has, in pursuance of the law in force in the place where it was made, become enforceable in the same manner as a judgment given by a court in that place. [3]

The Judgments (Reciprocal Enforcement) Act 1958 applies only to judgments of the superior courts of the countries, states or territories listed at paragraph 21 which are final and conclusive [4] as between the parties thereto and there is payable under the judgment 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.

Categories

1. Money judgments are enforceable either under the Judgments (Reciprocal Enforcement) Act 1958 or common law providing certain conditions are met.
2. Non-money judgements are not enforceable under the 1958 Act or common law. To the extent that the foreign judgment orders the defendant to do anything else, for example, specific performance of a contract, that part of the judgment will likely not be enforceable based on English and Australian authorities [5], although it may be capable of recognition, for example, on the grounds of issue estoppel or res judicata
3. Injunctions will not be enforced by the courts of Bermuda. Such a judgment may be recognized by the Bermuda courts as a defence to a claim or as conclusive of an issue in a claim but would not be sufficient to found a cause of action.
4. Arbitration awards are enforceable through the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards and Part IV of the Bermuda International Conciliation and Arbitration Act 1993.
5. Judgments as to personal status are not enforceable as such in Bermuda but they may be recognized by the courts of Bermuda either pursuant to section 7 of the Judgments (Reciprocal Enforcement) Act 1958 or common law. Recognition would be given to such judgments in the course of proceedings where an issue arose as to personal status. See also 2.2(h) below with regard to maintenance orders.
6. Judgments which consist of an award of multiple damages being a judgment for an amount arrived at by doubling, trebling or otherwise multiplying a sum assessed as compensation for the loss or damage found to have been sustained by the person in whose favour the judgment is given will not be enforced in Bermuda either under the Judgments (Reciprocal Enforcement) Act 1958 or at common law. This is the effect of section 7 of the Protection of Trading Interests Act 1981. An award for punitive damages which does not fall within the definition of multiple damages in the 1981 Act may be unenforceable as being contrary to public policy in Bermuda.
7. Providing that the judgment is of a nature that would otherwise be enforced in Bermuda, then it is unlikely that it would be material that the judgment was itself a recognition of a previous foreign judgment.

8. Foreign custody orders are not enforceable. [6] The Maintenance Orders (Reciprocal Enforcement) Act 1974 makes provision for the reciprocal enforcement in respect of certain maintenance orders made by the courts of the United Kingdom of Great Britain and Northern Ireland, Barbados, Guernsey, Hong Kong, Jamaica, Jersey, New South Wales, St. Vincent, The Isle of Man, The Leeward Islands, [7] the State of California, the State of Connecticut, the State of Florida, the State of Hawaii, the State of Maryland, the State of New Jersey and the State of Ohio. The legislation provides for the enforcement of provisional maintenance orders made in reciprocating countries, states or territories providing same are confirmed by the Bermuda Magistrates Court. Maintenance Orders from countries other than those to which the Maintenance Orders (Reciprocal Enforcement) Act 1974 applies are not enforceable in Bermuda but would be recognized under the principles set out at paragraph 2(e).
9. There is no reason in principle why judgments against the government of Bermuda or any of its organs would not be enforced subject to the defences and requirements for jurisdiction as are set out in this chapter. [8]
10. Judgments which seek to enforce foreign fiscal laws will not be enforced. [9] In addition, section 7 of the Protection of Trading Interests Act 1981 provides that the Minister of Finance can make an order in respect of any provision or rule of law which appears to him or her to be concerned with the prohibition or regulation of agreements, arrangements or practices designed to restrain, distort or restrict competition. Any foreign judgment based on such a provision or rule of law will not be enforced in Bermuda.

Reciprocity

Reciprocity of enforcement on the part of foreign courts is essential for enforcement pursuant to the Judgments (Reciprocal Enforcement) Act 1958. Enforcement at common law as outlined herein does not depend on reciprocity.

Currency Regulations and Restrictions

(a & b) Bermuda has detailed exchange control regulations set out in the Exchange Control Act 1972 and the Exchange Control Regulations 1973. It is unlikely that these provisions would prevent the free transfer of any amount which may be recovered as a result of the enforcement of a foreign judgment. The currency of Bermuda is the Bermuda Dollar which is at par with the United States Dollar.

(c) Any judgment which is to be registered under the Judgments (Reciprocal Enforcement) Act 1958 and which is expressed in any currency not legal tender in Bermuda must be converted into Bermuda Dollars at the exchange rate prevailing at the date of the judgment. [10] In an action seeking to enforce a judgment other than by means of the Judgments (Reciprocal Enforcement) Act 1958, the value of the judgment does not need to be converted into Bermuda Dollars. [11]

Documentary Requirements

For judgments which can be enforced by registration under the Judgments (Reciprocal Enforcement) Act 1958 the provisions for documentation set out in the Judgments (Reciprocal Enforcement) Rules 1976 must be followed. [12] These provide for a supporting Affidavit which exhibits the judgment or a verified or certified or otherwise duly authenticated copy stating to the best of the information and belief of the deponent that the judgment creditor is entitled to enforce the judgment and that the judgment does not fall within any of the classes of judgment which cannot be properly ordered to be registered under the Act. The Affidavit must also in so far as possible, give the full name, title, trade or business and last known place of abode or business of the judgment creditor and judgment debtor. The Affidavit would also need to state that the judgment remains unsatisfied.

In the case of a judgment which is enforceable by action at common law, the party who has the benefit of the foreign money judgment should issue a Writ of Bermuda ;6Summons endorsed with a Statement of Claim. [13] The Statement of Claim should plead the date, subject matter and amount of the foreign judgment. The Statement of Claim should also plead the basis on which it is claimed that the foreign court had jurisdiction over the defendant and it should be clear from the pleading that the judgment is for a fixed or arithmetically ascertainable amount, that it does not offend against section 7 of the Protection of Trading Interests Act 1981 and that it does not concern a foreign fiscal law. It should also be pleaded in the Statement of Claim that the judgment remains unsatisfied in whole or in part. The Statement of Claim should seek an order for the payment of the sum to the Plaintiff together with interest.

It will be usual for a common law enforcement action to come before the court by way of application for summary judgment under Order 14 of the Rules of the Supreme Court 1985. In this case, the grounding Affidavit will in effect need to cover the same matters as are set out in the Judgments (Reciprocal Enforcement) Rules 1976. Such an application can be made after the Plaintiff has served a Statement of Claim and after the defendant has entered an appearance. [14] In the event that proceedings are commenced and properly served and the defendant does not enter an appearance, then the Plaintiff would be entitled to judgment in default of an appearance pursuant to Order 13 of the Rules of the Supreme Court 1985.

In the event that an application for summary judgment under Order 14 of the Rules of the Supreme Court 1985 is necessary, then the Plaintiff having verified the facts on which the claim is based on Affidavit must also aver by Affidavit that there is no defence to the claim. [15] Providing that these steps are taken then the Plaintiff is entitled to judgment unless the defendant can show, by Affidavit or otherwise, that 'there is an issue or question in dispute which ought to be tried or that there ought for some other reason to be a trial of that claim'. [16] When deciding an application for summary judgment the Supreme Court of Bermuda will apply a number of overlapping principles. [17] In essence, leave to defend will be granted when a defendant shows that he has a fair case for defence, or reasonable grounds for setting up a defence, or even a fair probability that he has a bona fide defence.

Despite the apparent breadth of this test, given the very narrow grounds for defence as set out in paragraph 10 and the considerable respect which will be shown to the judgments of foreign courts, a defendant seeking leave to defend will have a considerable burden to discharge. It would be usual for a defendant who wishes to defend to file Affidavit evidence in answer to an Order 14 summons and this Affidavit evidence would need to go into detail as to the alleged defence:

1. If the Plaintiff is a company, then the deponent of the supporting Affidavit would need to state the capacity of the deponent in the company (usually one of the officers of the company) and that the deponent had been duly authorized to swear the Affidavit on behalf of the company.
2. See the precedent Affidavit produced at Annex A for registration pursuant to the Judgments (Reciprocal Enforcement) Act 1958. This precedent can be adapted as indicated for an application for summary judgment under Order 14 of the Rules of the Supreme Court 1985 in the case of an action for enforcement at common law.
3. If the original judgment cannot be produced for whatever reason, then a notarized copy would be acceptable. It is thought that faxed documents would not be acceptable. [18]

Conventions

The application of the Hague Conventions on Service Abroad, Recognition of Divorces, and the Civil Aspects of International Child Abduction have been extended to Bermuda by the government of the United Kingdom.

Authentication of Documents

The seal or the stamp of the foreign court should be sufficient. The certification of the local consulate should not be necessary.

>Translation of Documents

1. Only documents in English are recognized. Documents in all other languages will need to be translated into English.
2. The translation should be certified by a notary public or verified by Affidavit. Certification by a foreign notary public would be acceptable. If the translation is verified by Affidavit then the qualifications of the deponent should be clearly stated so that the court can be satisfied that the deponent is in a position to verify the translation.

Reopening or Review of Judgments

(a&b) The Bermuda court will not review the foreign judgment if all formalities have been complied with and if the judgment meets local requirements. See, however, paragraph 10 for possible defences to enforcement/recognition.

(c) A new allegation of fraud may be raised in proceedings before the Bermuda court even if such an allegation was not raised before the foreign court. The onus would be on the defendant raising this allegation to explain why the allegation of fraud was only being raised at the stage of enforcement. [19]

Pending Procedure

1. Pending proceedings instituted by the defendant in the local country or in another foreign country prior to the granting of judgments in the foreign country would be a bar to enforcement of the later foreign judgment.
2. A judgment is capable of being registered as 'final and conclusive' under the Judgments (Reciprocal Enforcement) Act 1958 notwithstanding that its appeal is pending. However, the fact that an appeal is pending or a defendant wishes to appeal is a ground for setting aside registration and in practice, where a defendant is able to show that an appeal is pending or is to be instituted within a reasonable time, then such an appeal is likely to operate as a bar to both enforcement by registration under the 1958 Act and by an application for summary judgment at common law.

Defences

1. lack of jurisdiction of the foreign court according to Bermuda Conflict of Law principles;
2. the judgment was obtained by fraud; [21]
3. enforcement of the judgment would be contrary to Bermuda public policy;
4. the proceedings in which the judgment was obtained were contrary to Natural Justice. [22]

Jurisdiction

(a&b) The courts of Bermuda will not automatically accept that the foreign court had jurisdiction and was properly seized of the matter. For a Bermuda court to enforce or recognize a foreign judgment either at common law or under the Judgments (Reciprocal Enforcement) Act 1958, the foreign court must have had jurisdiction according to Bermuda Conflict of Law principles. There are four cases in which a Bermuda court will recognize at common law that a foreign court had jurisdiction to give judgment in personam. These are:

1. If the judgment debtor was, at the time the proceedings were instituted, present in the foreign country.
2. If the judgment debtor was claimant, or counterclaimed, in the proceedings in the foreign court.
3. If the judgment debtor, being a defendant in the foreign court, submitted to the jurisdiction of that court by voluntarily appearing in the proceedings.
4. If the judgment debtor, being a defendant in the foreign court, had before the commencement of the proceedings agreed, in respect of the subject matter of the proceedings, to submit to the jurisdiction of that court or of the courts of that country. [23]

(c)

1. Express consent to the foreign jurisdiction is not required but consent is the underlying principle of the finding of jurisdiction according to Bermuda Conflict of Law principles.
2. Residence, citizenship, property ownership or domicile in the foreign country is not required.

(d) The entry of an appearance to defend in the foreign court to contest jurisdiction would probably not amount to a submission to the jurisdiction of the foreign court. [24] The entry of an unconditional appearance to defend in the foreign court otherwise than to contest jurisdiction would likely be construed as a submission to the jurisdiction of the foreign court.

(e) (i & ii) A foreign default judgment would not be treated differently and the Bermuda court would treat as a default judgment that which the foreign court classed as a default judgment. As noted at paragraph 10(d) above, a breach of Natural Justice as determined by the Bermuda court would operate as a defence to enforcement and this may be particularly relevant when considering the rules of the foreign court for the granting of a default judgment.

(f) If the foreign court accepted a clause conferring exclusive jurisdiction on the foreign court then the Bermuda court would not review the judgment on this basis unless the acceptance of the exclusive jurisdiction clause breached the Bermuda Conflict of Law principles on jurisdiction set out at paragraph 10 (a & b) above or amounted to a breach of Natural Justice.

(g) It is not necessary for the respondent to be a citizen/resident, own assets or carry on business in Bermuda for an application for enforcement to be submitted.

Contractual Waiver

1. A prior contractual waiver of service or notice would be unlikely to be recognized by the Bermuda court.
2. The Bermuda court would enforce the judgment although it was granted after a contractual waiver of procedural requirements usually imposed in the Bermuda court but the Bermuda court would still have to be satisfied that the defendant was properly served with the proceedings giving rise to the judgment and had an effective opportunity to be heard in those proceedings.

Service Requirements

The Bermuda court will usually accept the method of service recognized by the foreign court, even if it is not a method which would be recognized in respect of an action initiated in Bermuda. However, if the method of service of the foreign court was not sufficient to enable the defendant to defend the proceedings then this would be a ground for refusing enforcement. [25]

Cession

1. The Bermuda court would recognize cession of the judgment to another foreign claimant or to a local claimant, subject to proper notice being given to the person against whom the judgment is to be enforced.
2. The cession would not confer any advantage in proceedings before the Bermuda court whether or not the foreign claimant was a national or resident of a country to which the Judgments (Reciprocal Enforcement) Act 1958 applied.

Interim Relief

1. Interim relief could be granted at the time of the registration of the foreign judgment under the Judgments (Reciprocal Enforcement) Act 1958 or at the time of the issue of proceedings to enforce a judgment which is not covered by the 1958 Act. It is not possible to apply for interim relief simply upon the filing of an application for the registration of a judgment under the 1958 Act. [26] However, since the registration procedure under the 1958 Act is in the first instance *ex parte* (see paragraph 17), this should not cause practical problems. An order freezing assets or restraining the defendant from leaving the jurisdiction could be granted although the latter type of order would be extremely rare and an application for interim relief would need to be supported by appropriate evidence.
2. The Bermuda court would require the foreign applicant to provide security in the form of a cross undertaking in damages to pay any damage suffered by the party against whom judgment was sought to be enforced in the event that it is found that relief should not have been granted. The Bermuda court would have to be satisfied that the foreign applicant's cross undertaking was of real value and could order that it be supported by a payment into court or by another form of security.

Interest

1. Interest will be allowed on the original judgment in the terms of the judgment.
2. Following either registration of the judgment under the Judgments (Reciprocal Enforcement) Act 1958 [27] or upon judgment upon a fresh action to enforce a foreign judgment, interest will run pursuant to statute. [28]

Time of Enforcement and Subsequent Action

1. (i & ii) Initial registration under the Judgments (Reciprocal Enforcement) Act 1958 is usually *ex parte* subject to the right of the defendant to apply to set registration aside. Initial registration should therefore be completed within a number of weeks with any contested proceedings seeking to set aside registration taking somewhat longer. Enforcement under common law is usually achieved by the issue of a Writ of Summons and an application for summary judgment pursuant to Order 14 of the Rules of the Supreme Court 1985. [29] This process, if unopposed, would take approximately three months. Opposed applications could take considerably longer.

2. Under the Rules of the Supreme Court 1985, judgments can be enforced by:

- writ of *fiery facias*;
- garnishee proceedings;
- the appointment of a receiver;
- an order for committal;
- a writ of sequestration. [30]

Judgments can also be enforced by liquidation or bankruptcy provided that appropriate legislation is complied with.

3. See (2) above.

4. There is an automatic right of appeal to the Court of Appeal from any decision of the Supreme Court exercising its civil jurisdiction save for interlocutory orders or orders for costs in which case leave to appeal is needed. [31] The time limit for an appeal is six weeks from the date of the judgment of the Supreme Court [32] and an appeal does not act as an automatic stay of the appealed judgment. Upon application by the defendant, a stay of execution proceedings pending appeal would be usual.

Expenses, Legal Fees and Security for Costs

1. Court fees are modest.
2. Attorneys fees are normally charged on an hourly basis.
3. Contingent fee agreements are not permitted in Bermuda.
4. Costs would normally be awarded to a successful applicant for enforcement of a foreign judgment. The costs actually recoverable from an unsuccessful party would normally amount to 60%–80% of the successful party's attorneys fees.
5. An applicant would not normally have to give security for costs. [33]

Bankruptcy/Liquidation

1. A foreign creditor will enjoy equality of dividend with local creditors.
2. A foreign trustee would have to take proceedings within the jurisdiction in order to enforce a foreign bankruptcy. If the foreign trustee had obtained a money judgment in a foreign jurisdiction then he or she could seek to enforce that judgment under either the Judgments (Reciprocal Enforcement) Bermuda Act 1958 or common law depending from which foreign jurisdiction the judgment emanated. Otherwise, the foreign trustee would need to bring fresh proceedings in Bermuda seeking to claim local assets or recognition by the Supreme Court of Bermuda of his appointment as a foreign office holder. As a matter of common law, the Supreme Court of Bermuda will (a) usually recognize company liquidators appointed by the court of a company's domicile and the effects of a winding-up order made by that court and (b) has discretion pursuant to such recognition to assist the primary liquidation court provided that the relief sought (i) could be granted under statutory powers in the foreign court conducting or controlling the winding up; and (ii) is available at common law in Bermuda. [34]

Lawyers (Who Can Appear)

Only those attorneys called to the Bar of Bermuda according to the Bermuda Bar Act 1974 are entitled to appear in the Supreme Court of Bermuda.

International Treaties

Judgments from the superior courts of the countries, states or territories listed below are enforceable in Bermuda by registration of the judgment pursuant to the Judgments (Reciprocal Enforcement) Act 1958: [35] [36]

England & Wales	Scotland	Northern Ireland
Bahamas	Barbados	British Guiana
Gibraltar	Grenada	Hong Kong [37]
Leeward Islands [38]	St. Vincent	Jamaica
Nigeria	Dominica	St Lucia
Capital Territory	New South Wales	Northern Territory
Queensland	Tasmania	Victoria
Western Australia	South Australia	Australian Antarctic Territory
Heard and MacDonalad Territory	Coral Sea Islands Territory	Territory of Ashmore and Cartier Islands.

Cross Examination of Affidavit's Deponent

1. Cross examination of a deponent's Affidavit in support of enforcement would not normally be required unless the circumstances were exceptional.
2. The defendant/respondent would have to show by credible evidence that cross examination was justified.
3. If the defendant/respondent was successful in having an order for cross examination of a deponent, then security for the travel expenses would not normally follow unless there was some good reason for granting an order for security.

Required Affidavit

See the precedent Affidavit at Annex A.

New Action Instead of Enforcement

1. No proceedings for the recovery of a sum payable under a judgment to which the Judgments (Reciprocal Enforcement) Act 1958 applies other than proceedings under the Act will be entertained. [39] In all other cases, while there is no reason in principle to prevent a new action instead of enforcement providing that jurisdiction for such a fresh action can be founded in Bermuda, the defendant to such a new action could set up a final and conclusive foreign judgment as a defence to such a new action.
2. The normal periods of limitation for the cause of action pursuant to the Limitation Act 1984 would apply. These vary depending on the cause of action with six years being the standard limitation period for simple claims in tort and contract. [40]

Prescription

In the case of registration of a foreign judgment pursuant to the Judgments (Reciprocal Enforcement) Act 1958, the time limit for an application for registration is six years from the date of the judgment or where there have been proceedings by way of an appeal against the judgment, the date of the last judgment given in those proceedings. [41] In the case of enforcement of a judgment by action at common law, the period is twenty years pursuant to the Limitation Act 1984. [42]

States/Cantons

Not applicable to Bermuda.

Annex A

In the Supreme Court of Bermuda

Civil Jurisdiction

20** No. ***

IN THE MATTER OF THE JUDGMENT (RECIPROCAL ENFORCEMENT) ACT 1958

AND IN THE MATTER OF THE JUDGMENT OBTAINED AGAINST THE DEFENDANT
IN **[DESCRIPTION OF ORIGINAL COURT]** DATED DAY OF 20**

BETWEEN:

[NAME OF PLAINTIFF]

Plaintiff:

And

[NAME OF DEFENDANT]

Defendant:

I, **[name]**, **[address]**, **[occupation]** being aged 18 years and upwards do make
Oath and say as follows:

1. I am a director of the Plaintiff company and I am duly authorized by the Plaintiff company to make this Affidavit on its behalf. I make this Affidavit in support of an application by the Plaintiff to register a judgment under the Judgments (Reciprocal Enforcement) Act 1958. **[Amend for an individual Plaintiff]**
2. On **[date]** the Plaintiff company was granted judgment (the judgment) against the Defendant in **[location and description of the foreign court]** in the sum of **[amount]** together with interest at the rate of **[rate]** from the date of judgment. I beg leave to refer to a copy of the said judgment bearing the original stamp of the **[description of the foreign court]** now shown to me marked '**[insert initials of the deponent]**'. I have signed my name at the time of swearing hereof. **[Otherwise set out how the document exhibited has been verified, certified or otherwise duly authenticated].**
3. To the best of my information and belief the Defendant has not satisfied the judgment by the date of swearing hereof, the Plaintiff is entitled to Bermuda 17 enforce the judgment and the judgment could be enforced by execution in the **[foreign country from which the judgment emanates].**
4. To the best of my information and belief the judgment does not fall within any of the cases in which a judgment cannot properly be registered as set out in section 4 of the Judgments (Reciprocal Enforcement) Act 1958 and is not one to which section 7 of the Trading Interests Act 1981 applies.
5. The details of the Plaintiff required by Rule 2(2) of the Judgments (Reciprocal Enforcement) Rules 1976 are as follows. **[Set out full name, title, trade or business and the usual or place of abode or business of the Plaintiff].**
6. The details of the Defendant required by Rule 2(2) of the Judgments (Reciprocal Enforcement) Rules 1976 are as follows. **[Set out full name, title, trade or business and the last known or usual or place of abode or business of the Defendant].**
7. In the circumstances, I respectfully request on behalf of the Plaintiff leave to register the judgment in this Honourable Supreme Court of Bermuda.

Save as where otherwise stated or appearing, I depose to the foregoing from facts within my own knowledge.

SWORN BY THE said)

[NAME OF DEPONENT] in the)

[PLACE]

this day of 20**.)

BEFORE ME:

COMMISSIONER FOR OATHS

This Affidavit is filed by **[name and address of attorneys]**, attorneys for the Plaintiff.

1 - Supreme Court Act 1905, s. 15.

2 - See para. 21.

3 - Section 1(1).

4 - In the case of *Laep Investments Ltd v Emerging Markets Special Situations 3 Ltd* [2015] CA (Bda) 10 Civ the Bermuda Court of Appeal held that a Brazilian arbitration award was not final and conclusive as a result of a stay order issued by the Brazilian Court in Brazilian Arbitration proceedings. The Bermuda Court of Appeal held that the recognition order would be set aside pending the outcome of the appeal in Brazil.

5 - *Church of Scientology of California v Miller*, The Times, 15 October 1987; 23 October 1987, CA; *Re Resort Condominiums International Inc* [1995] 1 Qd 406 (interlocutory injunction held not enforceable).

6 - As noted at para. 5, the Hague Convention on Civil Aspects of Abduction of Children has been extended to Bermuda by the United Kingdom government.

7 - The Leeward Islands as a distinct colony was dissolved in 1956. It is listed in the Judgments Extension Order 1956 which was made under the predecessor to the Judgments (Reciprocal Enforcement) Act 1958 and applied to the 1958 by s. 11 of the 1958 Act. It is unclear as to whether judgments from the courts of all of the former island members of the Leeward Islands could be enforced by registration under the 1958 Act in Bermuda. It is thought that only judgments from those former members of the Leeward Islands which have in force reciprocal enforcement legislation naming Bermuda would be enforced in Bermuda.

8 - Save that the Bermuda court would not enforce a judgment which was contrary to the Crown Proceedings Act 1966.

9 - This is both under the Judgments (Reciprocal Enforcement) Act 1958 and under common law.

10 - Judgments (Reciprocal Enforcement) Act 1958, s. 3(4).

11 - See Order 45, Rule 1(5) of the Rules of the Supreme Court 1985 which states that, 'In any writ or order issued or made to enforce a judgment or order for the payment of money, the amount to be recovered may be stated in Bermudian currency or in such other currency as the Court may order.'

12 - Strict compliance with the Rules is required, see *Young v. Hodge & GNI Fund Management (Bermuda) Limited and Celtic Investments Limited* [2001] Bda LR 70.

13 - The appropriate form is Form 3 of Appendix A to the Rules of the Supreme Court 1985.

14 - Rules of the Supreme Court 1985, Order 14, Rule 1(1)

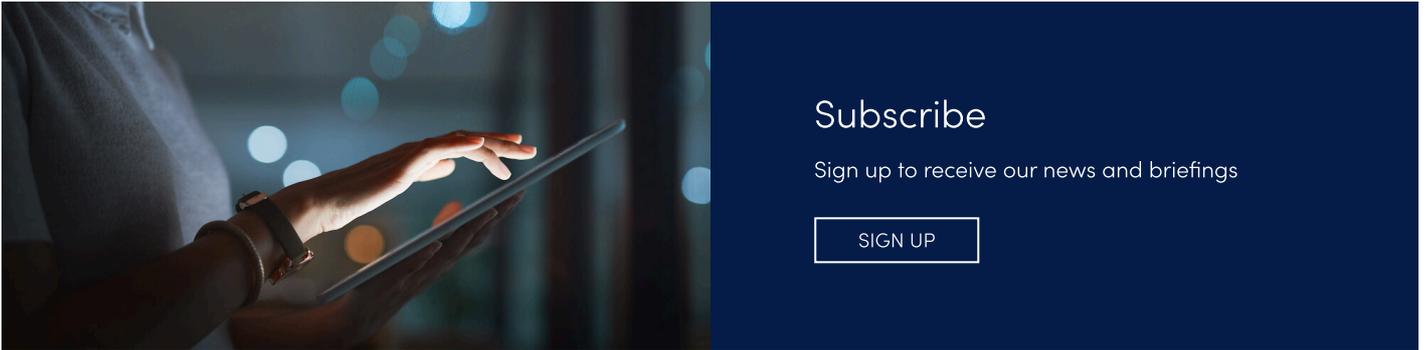
15 - *Ibid.* Rule 2(1).

16 - *Ibid.* Rule 3(1).

17 - The Supreme Court of Bermuda has enumerated seven tests which should be applied on the hearing of an Order 14 Summons. These have been set out in

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