

Abstract – Bill of Exchange Procedure

Litigation in which the receivable, arising from the bill of exchange, is applied has its natural features resulting from substantial law aspects determined by abstract bill of exchange obligation. These natural features are not established by procedure as such, they take their origin in substantial law. While non-bill-of-exchange disputes are related to solely one level of relevant facts (level of casual facts) in bill of exchange dispute there is another level of relevant facts to be always present, no matter whether in addition to such casual level or, eventually, solely. We call this (additional) level of facts the bill-of-exchange level of facts.

It is the distinctive feature of bill of exchange dispute that such dispute may be substantially ruled even upon this bill-of-exchange level of facts only. This bill-of-exchange level of facts is, by its substance, significantly more simple than the casual level of facts. Thus, the court may not realize any casual findings in the bill of exchange dispute and yet such dispute may be adjudicated correctly.

In respect of limited number of bill of exchange necessities there is usually poor hope for success on the part of the defendant in bill-of-exchange level of facts. Thus, the defendants often have to refer to casual facts they find to be decisive. Contrary to plaintiff who needs no casual facts to be illuminated in order to succeed the defendant may be hopeful of such casual facts to assure its defense. In rationally administered bill of exchange dispute the court, if exploring casual fact at all, does such activity only as a result of casual initiative of the defendant.

However, casual statements as such are not capable to provide the defendant any relevant procedural help. Should such casual statements be effective it is necessary that the defendant is able to bear the burden of proof not only in relation to such casual statements but also in terms of the relevant relation between such casual statements and the very bill of exchange applied by the plaintiff. Thus, in bill of exchange procedure the range of defendant's procedural obligations becomes increased substantially.