(LIP) Bullet Proof Push Back
your BoE Indorsement, Cheque or Promissory Note.

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To effectively address a situation where a biller dishonors a bill of exchange by non-acceptance under the **Bills of Exchange Act 1909 (Cth)** (Australia), and to "bullet-proof" your response to ensure it is robust and legally grounded, you need to follow a structured approach that leverages the relevant provisions of the Act. Below, I outline the steps to construct a strong rebuttal, supported by specific sections of the Act, and provide guidance on how to challenge the biller's non-acceptance. The goal is to assert your rights as the holder of the bill and ensure compliance with the legal framework.

Key Steps to Bullet-Proof Your Push Back

1. **Confirm Dishonour by Non-Acceptance**
   - Verify that the bill was duly presented for acceptance and that acceptance was refused or could not be obtained, as defined in **Section 48** of the Bills of Exchange Act 1909:
     - *"A bill is dishonoured by non-acceptance: (a) when it is duly presented for acceptance, and such an acceptance as is prescribed by this Act is refused or cannot be obtained; or (b) when presentment for acceptance is excused and the bill is not accepted."*[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)
   - Ensure that the presentment for acceptance complied with the rules in **Section 46** (Rules as to presentment for acceptance), which include:
     - Presentment must be made by or on behalf of the holder to the drawee (or their authorized representative) at a reasonable hour on a business day, at a proper place.
     - If the drawee is dead, presentment may be made to their personal representative, or if the drawee is fictitious or lacks capacity, presentment may be excused (**Section 46(2)**).[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)
   - If presentment was excused (e.g., drawee is fictitious or unreachable after reasonable diligence), the bill can still be treated as dishonoured (**Section 46(2)**).[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)

   Action: Document the date, time, and manner of presentment, and any refusal or inability to obtain acceptance. Retain evidence such as registered post receipts or written communication from the biller.

2. **Assert Immediate Right of Recourse**
   - Upon dishonour by non-acceptance, **Section 48(2)** grants the holder an immediate right of recourse against the drawer and endorsers without the need for presentment for payment:
     - *"Subject to this Act, when a bill is dishonoured by non-acceptance, an immediate right of recourse against the drawer and indorsers accrues to the holder, and no presentment for payment is necessary."*[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)[](https://service.betterregulation.com/document/436064)
   - This means you can pursue the drawer or endorsers for payment or damages immediately, strengthening your position against the biller's non-acceptance.

Action: Clearly state in your communication to the biller that their non-acceptance triggers your right to pursue recourse against liable parties, citing **Section 48(2)**.

3. **Issue Notice of Dishonour**
   - **Section 53** requires that notice of dishonour be given to the drawer and each endorser, or they may be discharged from liability:
     - *"Subject to the provisions of this Act, when a bill has been dishonoured by non-acceptance or by non-payment, notice of dishonour must be given to the drawer and each indorser, and any drawer or indorser to whom such notice is not given is discharged…"*[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)[](https://www.legislation.gov.uk/ukpga/Vict/45-46/61)
   - Rules for giving notice are outlined in **Section 54**, including:
     - Notice must be given by or on behalf of the holder or an endorser liable on the bill.
     - It must be given within a reasonable time after dishonour (generally, the next business day if parties are in the same place).
     - Notice can be oral or written and may be sent by post to the party's usual place of business or residence.
   - Exceptions where notice is excused (**Section 55**) include cases where the drawer or endorser is the same person as the drawee, or where the drawee is fictitious or lacks capacity.

Action: Send a formal notice of dishonour to the drawer and endorsers via registered post, specifying the bill's details, the fact of non-acceptance, and citing **Sections 53 and 54**. Include a demand for payment or resolution, and keep proof of delivery.

4. **Address Qualified Acceptance (if applicable)**
   - If the biller offers a qualified acceptance (e.g., conditional or partial acceptance), **Section 49** allows you to refuse it and treat the bill as dishonoured by non-acceptance:
     - *"The holder of a bill may refuse to take a qualified acceptance, and if he does not obtain an unqualified acceptance he may treat the bill as dishonoured by non-acceptance."*[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)[](http://www.paclii.org/pg/legis/consol_act/boea1951148/)
   - If a qualified acceptance is taken without the drawer's or endorser's consent, they may be discharged unless they assent to it (**Section 49(2)**).[](http://www.paclii.org/pg/legis/consol_act/boea1951148/)

Action: If the biller attempts a qualified acceptance, explicitly reject it in writing, citing **Section 49**, and treat the bill as dishonoured, reinforcing your recourse rights under **Section 48**.

5. **Demand Payment or Damages**
   - **Section 62** outlines the measure of damages against parties liable on a dishonoured bill:
     - *"Where a bill is dishonoured, the measure of damages, which shall be deemed to be liquidated damages, shall be as follows: (a) the holder may recover from any party liable on the bill, and the drawer who has been compelled to pay the bill may recover from the acceptor, and an indorser who has been compelled to pay the bill may recover from the acceptor or from the drawer, or from a prior indorser— (i) the amount of the bill; (ii) interest thereon from the time of presentment for payment if the bill is payable on demand, or from the maturity of the bill in any other case; (iii) the

expenses of noting, or when protest is necessary, and the protest has been extended, the expenses of protest."*[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)
- This allows you to claim the full amount of the bill, plus interest and any applicable expenses (e.g., noting or protest costs).

Action: Include in your communication a demand for the bill's amount, interest from the date of dishonour, and any noting/protest expenses, citing **Section 62**.

6. **Consider Noting or Protest (if applicable)**
- **Section 56** provides for noting or protesting a bill to formally record dishonour:
  - *"Where a bill has been dishonoured by non-acceptance or non-payment, it may be noted or protested for non-acceptance or non-payment, as the case may be; but it shall not be necessary to note or protest any such bill in order to preserve the recourse against the drawer or indorsers."*[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)
- Noting involves a notary public recording the dishonour, and protest is a formal declaration. For foreign bills, protest is often required, but for inland bills, it is optional unless specified.

Action: If dealing with a foreign bill or if you wish to strengthen your legal position, have the bill noted by a notary public and obtain a notarial certificate, citing **Section 56**. Include these expenses in your claim under **Section 62**.

7. **Challenge the Biller's Grounds for Non-Acceptance**
- The biller may claim reasons for non-acceptance, such as defects in the bill or lack of obligation. To counter this:
  - Verify the bill meets the requirements of **Section 8** (Bill of exchange defined), including being an unconditional order in writing, signed by the drawer, and payable to a specified person or bearer.[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)
  - Confirm the bill was properly negotiated and you are a holder in due course (**Section 34**), which protects you from certain defenses if taken in good faith, before the bill was overdue, and without notice of defects.[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)
  - If the biller claims the drawee has no obligation to accept, reference **Section 58** (Funds in hands of drawee), which clarifies that a bill does not imply funds are available unless specified, but this does not excuse non-acceptance unless presentment is excused under **Section 46**.[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)

Action: Demand the biller specify in writing their reasons for non-acceptance. Rebut invalid reasons by citing the Act's provisions, such as **Section 8** for the bill's validity or **Section 34** for your rights as a holder in due course.

8. **Use Rebuttal Questions to Challenge the Biller**
- Develop targeted questions to challenge the biller's non-acceptance, inspired by resources like those on lipforms.com, which suggest rebuttal questions to assess the validity of the biller's claims.[](https://lipforms.com/refusal-to-discharge-debt-with-bill-of-exchange/)
- Examples of rebuttal questions:
  - Can you provide evidence that the bill does not comply with the requirements of **Section 8** of the Bills of Exchange Act 1909?

- On what legal basis do you claim the drawee is not obligated to accept the bill, given **Section 48** grants immediate recourse upon non-acceptance?
- Have you provided notice of any qualified acceptance as required by **Section 49**, and if not, why should the bill not be treated as dishonoured?
- Can you confirm that presentment was defective under **Section 46**, and if not, why was acceptance refused?

Action: Include 5–10 specific rebuttal questions in your communication, tailored to the biller's stated reasons for non-acceptance, and demand written responses within a reasonable time (e.g., 7 days).

9. **Document and Send via Registered Post**
   - To bullet-proof your position, all communications should be in writing and sent via registered post to provide proof of delivery. This aligns with **Section 54**'s allowance for notice by post and strengthens your legal record.[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)
   - Keep copies of all correspondence, the bill, proof of presentment, and any notarial documents.

Action: Send a formal letter summarizing the dishonour, citing relevant sections (**Sections 48, 53, 54, 62**, etc.), demanding payment or resolution, and including rebuttal questions. Specify a deadline (e.g., 14 days) for response or further action, such as legal proceedings.

10. **Prepare for Legal Action (if necessary)**
   - If the biller persists in dishonouring the bill without valid grounds, you may pursue legal action to enforce your rights as a holder. **Section 43** (Rights of holder) confirms your ability to sue on the bill, and **Section 62** supports claims for damages.[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)
   - Consult a legal professional to ensure compliance with procedural requirements, such as noting/protesting for foreign bills (**Section 56**) or addressing jurisdictional issues (**Section 77** for conflict of laws).[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)

Action: Warn the biller in your final notice that failure to resolve the matter will lead to legal action under **Section 43**, and seek legal advice to prepare your case.

Sample Letter Framework to the Biller

Below is a template for a formal letter to the biller, incorporating the above steps and citing relevant sections:

[Your Name and Address]
[Date]
[Biller's Name and Address]
Via Registered Post

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your BoE Indorsement, Cheque or Promissory Note.

Subject: Notice of Dishonour by Non-Acceptance of Bill of Exchange and Demand for Payment

Dear [Biller's Name],

I refer to the bill of exchange dated [date], drawn by [drawer's name], payable to [payee's name or bearer], for the amount of [amount], which was duly presented for acceptance on [date of presentment] in accordance with **Section 46** of the Bills of Exchange Act 1909 (Cth). Your refusal to accept the bill, or failure to provide acceptance, constitutes dishonour by non-acceptance under **Section 48(1)** of the Act.

As per **Section 48(2)**, this dishonour grants me, as the holder, an immediate right of recourse against the drawer and endorsers, and no presentment for payment is necessary. Furthermore, pursuant to **Section 53**, I hereby provide notice of dishonour, as required, to preserve my rights against all liable parties.

I demand that you:
1. Provide written reasons for your non-acceptance within [7/14 days].
2. Honor the bill by paying the amount of [amount], plus interest from [date of dishonour] and any noting/protest expenses, as per **Section 62**.
3. Respond to the following questions to clarify your position:
   - [Insert 5–10 rebuttal questions, e.g., "On what legal basis do you claim the bill is invalid under **Section 8**?"]

Failure to respond or resolve this matter by [deadline] will result in further action, including potential legal proceedings under **Section 43** to enforce my rights as holder.

Please direct your response to [your contact details]. All communications are sent via registered post to ensure compliance with **Section 54**.

Yours sincerely,
[Your Name]
[Holder of the Bill]

Additional Tips to Bullet-Proof Your Approach

- **Maintain a Paper Trail**: Keep meticulous records of all interactions, including the bill, presentment attempts, and correspondence. This strengthens your case if legal action is required.
- **Use Notarial Services**: For formal disputes, especially with foreign bills, noting or protesting the bill (**Section 56**) adds weight to your claim and ensures compliance with international standards.[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)
- **Avoid Common Pitfalls**: Ensure the bill is complete and regular on its face (**Section 34**) to protect your status as a holder in due course, and verify that presentment was made correctly to

avoid defenses based on improper procedure.[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)
- **Seek Legal Advice**: If the biller persists in non-acceptance without valid grounds, consult a lawyer familiar with the Bills of Exchange Act to explore remedies, such as suing for damages under **Section 62**.

Relevant Sections of the Bills of Exchange Act 1909 (Cth)

- **Section 8**: Defines a bill of exchange, ensuring its validity.[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)
- **Section 34**: Defines a holder in due course, protecting your rights.[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)
- **Section 46**: Rules for presentment for acceptance.[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)
- **Section 48**: Defines dishonour by non-acceptance and its consequences.[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)
- **Section 49**: Addresses qualified acceptances and the holder’s right to refuse.[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)
- **Section 53**: Requires notice of dishonour to preserve recourse rights.[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)
- **Section 54**: Rules for giving notice of dishonour.[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)
- **Section 55**: Excuses for non-notice of dishonour.[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)
- **Section 56**: Noting or protesting a bill for dishonour.[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)
- **Section 62**: Measure of damages for a dishonoured bill.[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)
- **Section 77**: Addresses conflicts of law for bills involving international parties.[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)

Notes and Cautions

- **Context of the Bill**: Ensure the bill complies with the Act’s requirements (e.g., unconditional order, proper signature). If the biller disputes its validity, they must provide specific grounds, which you can challenge using **Section 8** or **Section 34**.[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)
- **Jurisdictional Considerations**: If the bill involves international parties, check **Section 77** for conflict of laws rules, and ensure compliance with any foreign protest requirements.[](https://classic.austlii.edu.au/au/legis/cth/consol_act/boea1909148/)
- **Avoid Misinformation**: Be cautious of non-legal sources (e.g., some online forums) that may misinterpret the Act or suggest unconventional strategies (e.g., promissory notes as automatic debt

discharge). Always rely on the Act's text and legal advice.[](https://cirnow.com.au/bills-of-exchange-act-1909-explained/)

By following these steps, citing the relevant sections, and maintaining a formal, documented approach, you can effectively challenge a biller's dishonourable non-acceptance of a bill of exchange and protect your rights under the Bills of Exchange Act 1909 (Cth).

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To challenge the biller's comments regarding their dishonourable non-acceptance of a bill of exchange, you need to construct a robust, legally grounded response that directly addresses each of their stated objections while asserting your rights under the **Bills of Exchange Act 1909 (Cth)** (Australia). Below, I provide a step-by-step approach to rebut their specific comments ("We do not accept bill of exchange," "We don't accept that method of payment," and "We don't know what to do with this bill of exchange or how to cash it"), supported by relevant sections of the Act. I'll also include a sample letter and targeted rebuttal questions to strengthen your position and ensure it is "bullet-proof."

Analysis of Biller's Comments and Rebuttals

1. **Biller's Comment: "We do not accept bill of exchange"**
   - **Analysis**: A blanket refusal to accept a bill of exchange without a valid legal basis constitutes dishonour by non-acceptance under **Section 48(1)** of the Bills of Exchange Act 1909, which states:
     - *"A bill is dishonoured by non-acceptance: (a) when it is duly presented for acceptance, and such an acceptance as is prescribed by this Act is refused or cannot be obtained…"*
   - The biller's refusal triggers your immediate right of recourse against the drawer and endorsers under **Section 48(2)**, and their non-acceptance does not absolve them of liability unless they can prove a defect in the bill or presentment (e.g., non-compliance with **Section 8** or **Section 46**).
   - **Rebuttal**: The biller's refusal to accept the bill, without specifying a legal defect, is invalid and constitutes dishonour. You can demand they justify their refusal by referencing the Act's requirements for a valid bill (**Section 8**) and proper presentment (**Section 46**).

2. **Biller's Comment: "We don't accept that method of payment"**
   - **Analysis**: A bill of exchange is a recognized negotiable instrument under the Act, and refusing it as a "method of payment" does not negate its validity or the biller's obligation to accept it if duly presented. **Section 8** defines a bill of exchange as:
     - *"A bill of exchange is an unconditional order in writing, addressed by one person to another, signed by the person giving it, requiring the person to whom it is addressed to pay on demand, or at a fixed or determinable future time, a sum certain in money to or to the order of a specified person, or to bearer."*
   - If the bill meets these criteria, the biller's objection is irrelevant unless they can prove the bill is defective or presentment was improper. Furthermore, **Section 43** grants the holder the right to enforce the bill against liable parties.

   - **Rebuttal**: The biller’s claim that they don’t accept bills of exchange as a payment method lacks legal merit, as the Act establishes bills as valid instruments. You can challenge them to identify any specific defect in the bill or presentment process.

3. **Biller’s Comment: "We don’t know what to do with this bill of exchange or how to cash it"**
   - **Analysis**: Ignorance of how to handle a bill of exchange is not a valid defense under the Act. The drawee’s obligation to accept or refuse a bill is governed by **Section 46** (presentment for acceptance) and **Section 48** (dishonour by non-acceptance). If the bill was duly presented, the biller’s lack of knowledge does not excuse their refusal. Additionally, **Section 53** requires notice of dishonour to be given to preserve recourse rights, and **Section 62** allows you to claim damages, including the bill’s amount and interest, upon dishonour.
   - **Rebuttal**: The biller’s lack of understanding does not absolve them of their obligations under the Act. You can assert that the bill is a valid negotiable instrument and demand they either accept it or provide a legally valid reason for refusal.

Steps to Bullet-Proof Your Challenge

1. **Assert the Validity of the Bill**
   - Confirm that the bill complies with **Section 8** (definition of a bill of exchange) and was duly presented per **Section 46**. This establishes the bill’s legal standing and shifts the burden to the biller to prove any defect.

2. **Declare Dishonour and Your Rights**
   - Cite **Section 48** to confirm that the biller’s refusal constitutes dishonour by non-acceptance, granting you an immediate right of recourse under **Section 48(2)** without needing to present the bill for payment.

3. **Provide Notice of Dishonour**
   - As required by **Section 53**, issue a formal notice of dishonour to the drawer and endorsers to preserve your recourse rights. Follow **Section 54** for proper notice procedures (e.g., in writing, sent via registered post, within a reasonable time).

4. **Demand Specific Justification**
   - Challenge the biller’s vague objections by demanding specific legal grounds for their non-acceptance, referencing **Sections 8, 46, and 48**. Use targeted rebuttal questions to expose the weakness of their position.

5. **Claim Damages**
   - Under **Section 62**, demand the bill’s amount, interest from the date of dishonour, and any noting/protest expenses, reinforcing the financial consequences of their non-acceptance.

6. **Document and Send via Registered Post**
   - Send all communications via registered post to provide proof of delivery, aligning with **Section 54**’s allowance for notice by post. Retain copies of the bill, presentment evidence, and correspondence.

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Sample Letter to Challenge the Biller’s Comments

Below is a formal letter addressing the biller’s comments, incorporating citations from the Bills of Exchange Act 1909 and including rebuttal questions to strengthen your position.

[Your Name and Address]
Date: June 12, 2025
[Biller’s Name and Address]
Via Registered Post

Subject: Challenge to Non-Acceptance of Bill of Exchange and Notice of Dishonour

Dear [Biller’s Name],

I refer to the bill of exchange dated [insert date], drawn by [drawer’s name], payable to [payee’s name or bearer], for the amount of [insert amount], duly presented for acceptance on [insert date of presentment] in accordance with **Section 46** of the Bills of Exchange Act 1909 (Cth). Your refusal to accept the bill, as communicated by your statements ("We do not accept bill of exchange," "We don’t accept that method of payment," and "We don’t know what to do with this bill of exchange or how to cash it"), constitutes dishonour by non-acceptance under **Section 48(1)** of the Act.

Your objections lack legal merit, and I hereby challenge them as follows:

1. **Regarding "We do not accept bill of exchange"**: A blanket refusal to accept a bill of exchange is not a valid defense under the Act. **Section 8** defines a bill of exchange as a valid negotiable instrument, and **Section 48(2)** grants me, as the holder, an immediate right of recourse against the drawer and endorsers upon your non-acceptance. Your refusal, absent a specific legal defect, is dishonourable and actionable.

2. **Regarding "We don’t accept that method of payment"**: A bill of exchange is a recognized instrument under the Act, and your objection to it as a "method of payment" does not negate your obligation to accept a duly presented bill. **Section 43** confirms my right as the holder to enforce the bill, and **Section 8** validates its form and function.

3. **Regarding "We don’t know what to do with this bill of exchange or how to cash it"**: Ignorance of the process for handling a bill of exchange is not a valid excuse for non-acceptance. **Section 46** outlines the requirements for presentment, which were met, and **Section 48** confirms that your refusal constitutes dishonour, entitling me to damages under **Section 62**.

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Pursuant to **Section 53**, this letter serves as formal notice of dishonour to preserve my recourse rights against all liable parties. Under **Section 62**, I demand payment of the bill’s amount ([insert amount]), plus interest from [date of dishonour] and any noting/protest expenses incurred.

To clarify your position, please provide written responses to the following questions within seven (7) days:
1. On what specific legal grounds, under **Section 8** of the Bills of Exchange Act 1909, do you claim the bill is invalid?
2. Can you provide evidence that the bill was not duly presented for acceptance as required by **Section 46**?
3. If you claim no obligation to accept the bill, please specify how this aligns with **Section 48**, which defines non-acceptance as dishonour?
4. If you assert that a bill of exchange is not an acceptable payment method, please cite the legal basis for this claim, given **Section 8**’s definition of a bill as a negotiable instrument?
5. How does your lack of knowledge about handling a bill of exchange exempt you from the obligations outlined in **Sections 46 and 48**?
6. Have you attempted a qualified acceptance under **Section 49**, and if so, why was it not communicated to the holder?
7. Can you confirm that you have notified the drawer or endorsers of your refusal, as required to avoid liability under **Section 53**?
8. If you dispute the bill’s negotiation, can you provide evidence that I am not a holder in due course under **Section 34**?
9. What steps have you taken to verify the bill’s authenticity or the drawer’s authority, as implied by **Section 58**?
10. Why have you failed to provide a written justification for non-acceptance, as is customary under commercial law?

Failure to respond with valid legal grounds or to honor the bill by [insert deadline, e.g., June 19, 2025] will result in further action, including potential legal proceedings under **Section 43** to enforce my rights as holder and recover damages under **Section 62**.

Please direct your response to [your contact details]. All communications are sent via registered post in accordance with **Section 54**.

Yours sincerely,
[Your Name]
[Holder of the Bill]

Additional Rebuttal Questions (to Tailor as Needed)

If you have more context about the biller’s response or the bill’s specifics, you can add or modify these questions:
- If the biller claims a defect in the bill, ask: *“Please specify which element of **Section 8** (e.g., unconditional order, signature, sum certain) the bill fails to meet, and provide evidence.”*

- If they claim improper presentment, ask: *"Can you demonstrate how the presentment on [date] failed to comply with **Section 46**'s requirements for time, place, or manner?"*
- If they dispute liability, ask: *"Are you asserting that you are not the drawee named in the bill, and if so, please provide evidence to support this under **Section 58**?"*

Bullet-Proofing Your Approach

1. **Document Everything**: Retain copies of the bill, proof of presentment (e.g., registered post receipts), the biller's written refusal (if any), and all correspondence. This creates a strong evidentiary trail for potential legal action.

2. **Use Registered Post**: Send the letter via registered post to ensure proof of delivery, aligning with **Section 54**'s requirements for notice of dishonour.

3. **Cite Specific Sections**: By referencing **Sections 8, 43, 46, 48, 53, 54, and 62**, you demonstrate a clear understanding of the Act, putting pressure on the biller to justify their position legally.

4. **Set a Clear Deadline**: Specify a reasonable deadline (e.g., 7 or 14 days) for the biller to respond or honor the bill, signaling your intent to escalate if necessary.

5. **Consider Noting/Protest**: If the bill is foreign or you wish to formalize the dishonour, have it noted by a notary public under **Section 56**. This strengthens your claim, especially for international transactions.

6. **Prepare for Escalation**: If the biller does not respond or provide valid grounds, consult a legal professional to pursue enforcement under **Section 43** or damages under **Section 62**.

Notes and Cautions

- **Verify Bill's Validity**: Ensure the bill meets **Section 8**'s requirements (e.g., unconditional order, signed by the drawer, payable to a specified person or bearer). If the biller claims a defect, they must prove it.
- **Proper Presentment**: Confirm that presentment complied with **Section 46** (e.g., reasonable hour, business day, proper place). If the biller disputes this, demand evidence.
- **Holder in Due Course**: If you took the bill in good faith, before it was overdue, and without notice of defects (**Section 34**), you have strong protections against certain defenses.
- **Avoid Missteps**: Be cautious of relying on non-legal advice (e.g., online forums suggesting bills of exchange can be unilaterally rejected). Stick to the Act's provisions and consult a lawyer if needed.