

**PHILIPPINE EDUCATION CO., INC., PLAINTIFF-APPELLEE, VS.  
MANILA PORT SERVICE AND/OR MANILA RAILROAD COMPANY,  
DEFENDANTS-APPELLANTS.**

*G.R. No. L-23444. October 29, 1971*

Ponente: CONCEPCION, C.J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/2a9cb9be8f24/>

---

**CONCEPCION, C.J.:**

This is a joint decision for the above-entitled seven (7) cases owing to the common issues therein raised.

Appellants herein, the Manila Port Service (hereinafter re-ferred to as MPS) and/or the Manila Railroad Company — or vice-versa — are defendants in these cases, as operators of the arrastre service in the Port of Manila. They are sued for damages to and/or loss of goods consigned to the plaintiffs or their subrogors or as-signors. The facts pertinent to each case are:

**1. G.R. No. L-23444 (PECO vs. MPS)**

The Philippine Education Co., Inc. (PECO) was the con-signee of one-hundred five (105) packages of books and magazines shipped on board "SS Susan Maersk, " under Bill of Lading No. 147. Of the one-hundred four (104) packages discharged unto the de-fendants' custody, only ninety-seven (97) packages – thirty (30) of them in bad order condition – were delivered to the consignee. Thirteen (13) of said thirty (30) packages were damaged on board the carrying vessel – whose representative paid the correspond-ing indemnity – and seventeen (17) while in defendants' custody. A provisional claim, filed on May 21, 1960, two (2) days after the discharge of the last package, was followed, in October 1960, by a formal claim for P921.64, later reduced to P528.41, the CIF value of the packages short delivered, the invoice value of which was P287.40. In this case, as in the other six (6) cases involved in this joint decision, the value of the goods was not stated in the shipping manifest or in the bill of lading, and the arrastre charges were paid on the basis of weight or measurement, mot of said value. The City Court of Manila, in which the case was initiated, having rendered judgment for the plaintiff in the sum of P528.41, with interest thereon at the legal rate, from the filing of the com-plaint (on May 16, 1961) until fully paid, and P100 as attorney's fees, apart from the costs, the defendants appealed to the Court of First Instance of Manila, with the same result, except as to the attorney's fees, which were increased to P200.

**2. G.R. No. L-23521 (Malayan Insurance vs. MPS)**

As marine-insurer-subrogee of two (2) consignees, the Malayan Insurance Co., Inc. filed, with the Court of First In-stance of Manila, on January 18, 1963, a complaint setting up five (5) causes of action.

The first was for the sum of P2,287.69 paid by the plaintiff for four (4) damaged packages of auto parts consigned to Dupro, Inc., under Bill of Lading No. 306, covering one-hundred forty-six (146) packages, shipped on board the "SS Pioneer Mart." The last discharge took place on January 18, 1962, and the correspond-ing provisional claim was filed eight (8) days later, or on Jan-uary 26.

The second was for the sum of P3,947.42 paid by the plain-tiff for seven (7) damaged packages of auto parts

identically con-signed, under Bill of Lading No. 299, covering forty-nine (49) such packages, shipped on board the same vessel. The corresponding provisional claim was filed on May 25, 1962, seven (7) days after the last discharge.

The third was for the sum of P2,363.28 paid by the plaintiff for four (4) similarly damaged packages, consigned to Dupro, Inc., under Bill of Lading No. 144, covering fifty-seven (57) packages shipped on board the "SS Pioneer Mill." The corresponding pro-visional claim was filed on January 24, 1962, the very day of the last discharge.

The fourth was eventually withdrawn.

The fifth was for the sum of P2,399.26 paid by the plaintiff for four (4) damaged bundles of galvanized steel sheets consigned to Uy Chaco & Sons, Inc., under Bill of Lading No. 2-A, covering thirty-eight (38) bundles of said goods, shipped on board "SS Philippine President Roxas." The corresponding provisional claim, filed on January 31, 1962, three (3) days after the last discharge, was followed, on July 12, 1962, by a formal claim.

In due course, the trial court sentenced the defendants to, jointly and severally, pay to the plaintiff P10,997.65 -- represent-ing the aggregate sum paid by the plaintiff to the respective con-signees -- in addition to the costs.

### 3. G.R. No. L-23522 (PECO vs. MPS)

This case was commenced in the City Court of Manila on January 30, 1962. It involves two (2) shipments of books and magazines on board "SS FERNWAVE," consigned to the plaintiff, under Bills of Lading Nos. 54 and 55. The first covered one-hundred thirty-nine (139) packages, of which only one-hundred eighteen (118) -- including twelve (12) in bad order condition -- were delivered by the defendants to the plaintiff. The second covered thirty-four (34) cartons, of which only thirty-two (32) were delivered to the consignee. The provisional claims, filed on Jan-uary 30, 1961, two (2) days after the last discharge, were followed by a formal claim dated September 8, 1963. The city court having rendered judgment for the plaintiff, the defendants appealed to the Court of First Instance of Manila, which sentenced the de-fendants to, jointly and severally, pay to the plaintiff the invoice value of the missing merchandise, which the Court held to be P1,548.11, with interest thereon at the legal rate from the date of the filing of the complaint until fully paid, aside from P400.00, as attorney's fees and costs.

### 4. G.R. No. L-23602 (Central Surety & Insurance Co., Inc. vs. MPS)

This case refers to one (1) damaged package of miscel-laneous electrical materials consigned to Q. K. Calderon Con-struction Co., Inc., under Bill of Lading No. 247, covering ten (10) packages, insured with the Central Surety & Insurance Co., Inc. - which was subrogated into the rights of the consignee upon payment thereto of the sum of P1,967.34 as indemnity - and shipped on board "SS Pioneer Ming." The corresponding provisional claim, filed on January 5, 1962, five (5) days after the last discharge (December 31, 1961), was followed, on March 15, 1962, by a formal claim for P2,015.44. The complaint was filed, on January 2, 1963, with the Court of First Instance of Manila, which, in due course, sentenced the defendants to pay to the plaintiff the sum of P1,011.10 - representing the invoice value of the damaged package - with interest thereon, at the legal rate, from the date of the commencement of the action, plus P200 as attorney's fees, in addition to the costs.

### 5. G.R. No. L-24046 (St. Paul Fire & Marine Insurance vs. MPS)

As subrogee of Winthrop Stearns, Inc, upon payment of the indemnity due under a marine insurance contract against loss and damages, the St. Paul Fire & Marine Insurance Co., Inc. filed this action to recover P6,133.74, for one (1) damaged drum of castoria concentrate consigned to Winthrop Stearns, Inc. , under Bill of Lading No. 51, covering three (3) drums of said product, shipped on board the "SS Pioneer Moor." and four (4) damaged drums

of medical syrup consigned to the same corporation, under Bill of Lading No. 67, covering twenty-eight (28) drums of said syrup, shipped on board "SS FERNBANK." The provisional claim for the first shipment was filed on December 10, 1959, six (6) days after the last discharge, under Bill of Lading No. 51, whereas the provisional claim for the second was filed on December 14, 1959, three (3) days after the last discharge under Bill of Lading No. 67. The formal claims were filed on June 30, 1960, for P171. 38, and December 14, 1959, for P1. 563. 60, respectively. The Court of First Instance of Manila sentenced the defendants to pay to the plaintiff the sums aforementioned, with interest thereon at the legal rate from December 19, 1961 - when the complaint was filed - until fully paid, in addition to the costs.

6. G.R. No. L-24622 (Mobil Oil Philippines, Inc. v. MPS)

The complaint in this case, filed with the Court of First Instance of Manila, on April 4, 1964, set up seven (7) causes of action.

The first was for two (2) missing drums of petroleum additives consigned to the plaintiff, under a bill of lading covering fifteen (15) drums shipped on board the "SS Turandot." The provisional claim, filed on August 22, 1962, six (6) days after the last discharge, was followed on January 4, 1963, by a formal claim for P999.04.

The second cause of action was dismissed by the trial court and no appeal has been taken in connection therewith.

The third was for a carton of Service Station Machinery parts, shipped on board the "SS Pioneer Minx," from which it was discharged on September 14, 1962. Having subsequently been missing, the corresponding provisional claim, filed on September 17, 1962, was followed on January 4, 1963, by a formal claim for P501.42.

The fourth was for four (4) missing bars of pig lead shipped on board the "SS Samos." The corresponding provisional claim, filed on September 17, 1962, the very same day of the last discharge of the shipment of three-hundred seventeen (317) bars, was followed by a formal claim, for P173.80, on January 4, 1963.

The fifth was dismissed by the lower court, from the decision of which plaintiff did not appeal.

The sixth was for three (3) missing crates of air compressors, shipped on board the "SS Philippine President Quirino." The corresponding provisional claim, filed on November 13, 1962, two (2) days after that of the last discharge, was followed by a formal claim on January 26, 1963.

The seventh was for two (2) missing packages of Lube oil and grease shipped on board the "SS Philippine Jose Abad Santos." The goods having been discharged on December 2, 3 and 4, 1962, the provisional claim, filed on December 3, 1962, was followed by a formal claim on March 6, 1963.

The court of first instance sentenced the defendant to pay to the plaintiff the sums of P999.04, P501.42, P173.80, P3,257.12 and P95.35 - representing the CFI value, the special import tax, the sales tax, the insurance premiums, the freight and the compensating tax paid by the plaintiff - under the first, the third, the fourth, the sixth and the seventh causes of action, with interest at the legal rate from the date of the filing of the action, and the costs.

7. G.R. No. L-24799 (Capital Insurance & Surety Co. vs. MPS)

This case involves the indemnity for five (5) missing cases of Carter carburetor repair kits consigned to the Philippine Coco-nut Products Federation, Inc., under Bill of Lading No. 22, and shipped on board the "SS FERNBANK." The corresponding provisional claim, filed on August 10, 1959, fourteen (14) days after the last discharge (July 27, 1959), was followed by a formal claim, for P2,085.98, on September 15, 1959. Having insured the consignee against all risks and claiming to have been subrogated to its rights by virtue of a "Loan Receipt" issued by the consignee, the Capital Insurance and Surety Co. brought this action, on September 2, 1961, in the Court of First Instance of Manila, which sentenced the defendants to, jointly and severally, indemnify the plaintiff

in the sum of P2,085.98 - the stipulated value of the missing goods - with interest thereon at the rate of six (6) per cent per annum from said date, until fully paid, and the costs.

These cases hinge on the proper interpretation of paragraph 15 of the management contract between the defendants herein, as operators of the arrastre service in the Port of Manila, on the one hand, and the Government of the Philippines, thru the Bureau of Customs, on the other, which paragraph binds the plaintiffs in view of the use made by them or their predecessors-in-interest of the corresponding delivery receipts bearing, stamped thereon, as part thereof, the gist of the contents of said paragraph, which reads as follows:

"x x x and the CONTRACTOR shall be solely responsible as an independent contractor for, and promptly pay to the steamship company, consignee, consignor, or other interested party or parties the invoice value of each package but which in no case shall be more than five hundred pesos (P500.00) for each package unless the value is otherwise specified or manifested, and the corresponding arrastre charges had been paid, including all damages that may be suffered on account of loss, destruction, or damage of any merchandise while in the custody or under the control of the CONTRACTOR upon any pier, wharf or other designated place under the supervision of the BUREAU, x x x in any event the CONTRACTOR shall be relieved and released of any and all responsibility or liability for loss, damage, misdelivery and/or non-delivery of goods, unless suit in the court of proper jurisdiction is brought within a period of one (1) year from the date of the discharge of the goods, or from the date when the claim for the value of such goods have been rejected or denied by the CONTRACTOR, provided that such claim shall have been filed with the CONTRACTOR within fifteen (15) days from the date of discharge of the last package from the carrying vessel." [1]

The specific common issues raised before Us are:

1. Whether the provisional claims filed by the plaintiffs and/or their predecessors-in-interest, within fifteen (15) days from the date of the discharge of the last package from the carry-ing vessel - sufficiently comply with the requirement of said paragraph 15, considering that the value of the goods referred to in said claims was not set forth therein and that the formal claims were filed beyond said period;
2. Whether the action was filed within the period of pre-scription set forth in said paragraph 15;
3. Whether the defendants may be held liable for the CIF value of the goods lost or damaged, even though the value of each package exceeds P500.00 and has not been stated either in the bill of lading or in the manifest of the carrying vessel, and the arrastre charges have been paid on the basis of weight or measurement of the goods, not of the value thereof; and
4. Whether attorney's fees are properly recoverable from the defendants in G.R. No. L-23444, G.R. No. L-23522 and G.R. No. L-23602.

With respect to the first issue - raised in all of the present cases, except in G.R. No. L-24046 and G.R. No. L-24622 - this Court has repeatedly held that a provisional claim is sufficient "even if the value of the goods involved were not stated therein, if it describes the goods sufficiently to permit its identification by the operator and the determination by the latter of the facts relevant thereto, such as the name of the carrying vessel, its date of arrival, the corresponding bill of lading, x x x." <sup>1</sup> In the cases at bar, We find that the provisional claims involved therein contain the data afore-mentioned and that, accordingly, they comply substantially with the requirement of the above-quoted paragraph 15 of the management contract, as a condition precedent to the institution of court action.

As regards the second question - raised in G.R. No. L-23522, G.R. No. L-24046, G.R. No. L-24622, and G.R. No. L-24799 - We note that:

a) The complaint in G.R. No. L-23522 was filed on January 30, 1962, or over a year after the discharge of the last package covered by Bill of Lading No. 54 (January 28, 1961). It appears, however, that defendants had neither rejected nor denied plaintiff's claim, in view of which the same should be deemed constructively denied or rejected only upon the expiration of one year from the date of discharge of the last package,<sup>2</sup> or on January 28, 1962. Since plaintiff had up to January 28, 1963, to sue the defendants, the complaint against them was seasonably filed.

b) The complaint in G.R. No. L-24046 was filed on December 19, 1961, or more than two (2) years from December 4 and 11, 1959, when the products covered by Bills of Lading Nos. 51 and 67 were last discharged. The claims of plaintiff's predecessors-in-interest having been neither denied nor rejected, their one-year period to sue the defendants began to run from December 4 and 11, 1960, and expired on December 4 and 11, 1961, several days before the filing of the complaint. This notwithstanding, defendants may not avail of the defense of prescription, the same not having been specifically pleaded in their answer and, hence, deemed waived.

c) The complaint in G.R. No. L-24622 was filed on April 4, 1964, or over a year after the dates of the last discharge of the goods shipped on board: (1) "SS Turandot" (August 16, 1962); (2) "SS Pioneer Minx" (September 14, 1962); (3) "SS Samos" (September 17, 1962); (4) "SS Philippine President Quirino" (November 11, 1962); and (5) "SS Philippine Jose Abad Santos" (December 4, 1962). Defendants having neither denied nor rejected plaintiff's claims, the latter's one-year period to sue the former began to run on August 16, September 14 and 17, November 11 and December 4, 1963. In short, this action was commenced within said period.

d) In G.R. No. L-24799 there was no express denial or rejection of the claim filed by the consignee, so that the aforementioned period commenced to run upon the expiration of one (1) year from July 27, 1959, the date of discharge of the last package involved in the case. Said period expired on July 27, 1961, or over a month before the filing of the complaint on September 2, 1961. Plaintiff's action is thus barred by prescription, the same having been specifically pleaded in defendants' answer.

As to the extent of the arrastre operator's liability for goods damaged or lost in its possession, the above-quoted paragraph 15 of the management contract provides that said liability shall be limited to "the invoice value of each package but which in no case shall be more than five hundred pesos (P500.00) for each package unless the value is otherwise specified or manifested, and the cor-responding arrastre charges had been paid, including all damages that may be suffered on account of loss, destruction or damage of any merchandise while in the custody or under the control of the contractor x x x." In none of the cases under consideration have the arrastre charges been paid on the basis of the value of the goods involved. Neither had such value been stated, either in the ship manifest or in the bill of lading. Accordingly, the liability of the arrastre operator in these cases is limited to the invoice value of each package, plus "all damages that may be suffered on account of loss, destruction or damage of any merchandise while in the custody or under the control of the contractor"<sup>1</sup> — which liability may in no case exceed P500.00 for each package. In the language of *Phil. Education Co., Inc. v. Manila Port Service*<sup>2</sup>:

"x x x In a number of cases we have inter-preted this provision in the management contract as embracing not only the actual amount of costs, insurance and freight but even marginal fees which had been paid in connection with the shipment. Freight and insurance charges were paid in addition to costs of the shipment, and the shortages suffered by the shipment resulted in their loss. These are actual damages suffered on account of the short-delivery, and, in accordance with par. 15 of the management contract, the arrastre operator must answer for them."

In other words, the defendants are liable for the CIF value of the goods in question and other legitimate expenses incurred in connection therewith, all of which, however, shall not exceed P500.00 for each package.

With reference now to the propriety of the awards for attorney's fees, We have held in *Phil. Education Co., Inc. v. Manila Port Service*<sup>3</sup> that "x x x (appellant (Manila Port Service) has been systematically rejecting claims of the kind shown at bar, as attested by numerous decisions of this Court in this and past years. Such conduct renders the award of attorneys' fees just and equitable and the objection (thereto) must be rejected. (Civil Code, Art. 2208, No. 11)." Defendants have not advanced any reason, and We find none, to warrant departure from this view. On the contrary, the appeals of similar nature that have kept on coming despite said view demand a more emphatic reiteration thereof.

In G.R. No. L-24799, defendants assail the plaintiff's right to prosecute the case upon the ground that it is not the real party in interest, despite a "loan receipt" whereby the consignee appointed "the agent and/or officers of said (plaintiff) insurance company and their successors severally my/our agents and attorneys in fact with irrevocable power of attorney to collect any claim, and to begin, prosecute, compromise or withdraw in my or our name x x x and to execute in my or our name any documents which may be necessary to carry into effect the purpose of this agreement." We find no merit in defendants' pretense, it being undisputed that plaintiff is the insurer of the goods involved in the case and that, as such, it stands to lose the value of the insurance policy issued therefor, should the claim involved in the complaint be disallowed. The irrevocable nature of said power of attorney, coupled with the insurance contract in favor of the consignee, has vested in the plaintiff an actual and special interest different from that of an ordinary attorney-in-fact.

In G.R. No. L-24622, defendants allege that they cannot be held liable under the sixth and seventh causes of action therein set up, the contract in favor of the Manila Port Service as arrastre operator having expired on November 21, 1962. This pretense is clearly untenable insofar as the goods involved in the sixth cause of action are concerned. Said goods were delivered to the MPS on November 11, 1962, and the provisional claim for short-delivery was filed on November 13, 1962, prior to the expiration of the management contract in favor of the MPS. In other words, the shortage took place while the goods were in its custody.

The seventh cause of action refers to goods discharged from the carrying vessel on December 2, 3 and 4, 1962, or after the expiration of the aforementioned management contract. It appears, however, that on January 23, 1963, the MPS issued a certificate to the effect that "out of the manifested 510 packages" consigned to the plaintiff under Bill of Lading No. 66, "only 508 packages appear in our records to have been delivered as of this date." What is more, on September 23, 1963, the MPS acknowledged receipt of plaintiff's claim for the shortage, with a statement that said claim "is under careful consideration and we shall let you know of our action thereon in due time." These acts necessarily imply that the 510 packages were discharged from the carrying vessel unto the custody of the MPS, which in turn delivered only 508 packages to the consignees. Evidently, it took some time before the MPS could actually turn over the arrastre service to the Government. Defendants are accordingly liable for the missing packages.

IN VIEW OF THE FOREGOING, judgment should be, as it is hereby rendered as follows:

(1) In G.R. No. L-23444, the decision of the Court of First Instance of Manila, sentencing the defendants to pay to the plaintiff the sum of P528.41, with interest thereon at the legal rate from the filing of the complaint (May 16, 1961) until fully paid, and attorney's fees in the sum of P200, should be, as it is hereby affirmed;

(2) In G.R. No. L-23521, the decision of the Court of First Instance of Manila should be modified as follows:

The sum of P2,287.69, awarded under the first cause of action, for four (4) damaged packages of auto parts, is hereby reduced to P2,000, since the defendants' liability cannot exceed P500 for each package;

The sum of P3,947.42, awarded under the second cause of action, for seven (7) damaged packages, is hereby

reduced to P3,500, for the same reason;

The award of P2,363.28, awarded under the third cause of action, for four (4) damaged packages, is hereby reduced to P2,000, for the reason adverted to above; and

The sum of P2,399.29, adjudicated under the fifth cause of action, for four (4) damaged bundles of galvanized steel sheets, is hereby reduced to P2,000, for identical reason.

In short, the total award in favor of the plaintiff is hereby reduced to the aggregate sum of P9,500, with interest thereon at the legal rate from January 18, 1963, date of the filing of the complaint, until fully paid, apart from the costs.

(3) The judgment in G.R. No. L-23522, sentencing the defendants to, jointly and severally, indemnify the plaintiff in the sum of P1,548.11, for the missing twenty-one (21) packages and two (2) cartons, with interest thereon at the legal rate from the date of the filing of the original complaint (January 30, 1962) until fully paid, aside from P400 as attorney's fees and costs, is hereby affirmed.

(4) Except as to the sum of P1,011.10, awarded for one (1) damaged package, which is hereby reduced to P500, the appealed decision in G.R. No. L-23602 is hereby affirmed in all other respects.

(5) The appealed decision in L-24046, awarding to the plain-tiff the sums of P171.38 for one (1) damaged drum of castoria con-centrate and P1,563.60 for four (4) damaged drums of medical syrup, with interest and costs, is affirmed.

(6) Except as regards the award of P501.42, for one (1) missing carton of service station machinery parts, which should be reduced to P500, and the award of P3,257.12, for three (3) missing crates of air compressors, which is hereby reduced to P1,500, the appealed decision in G.R. No. L-24622 is hereby affirmed in all other respects.

(7) The decision in G.R. No. L-24799, awarding P2,085.98, for five (5) missing cases of Carter carburetor repair kits, is reversed, the action therein being barred by prescription.

### **IT IS SO ORDERED.**

Reyes, Makalintal, Zaldivar, Castro, Fernando, Teehankee, Barredo, Villamor, and Makasiar, JJ., concur.

[1] Underscoring supplied.

1 Manila Port Service v. Court of Appeals, L-22986, July 29, 1969; Fireman's Fund Insurance Co. v. Manila Railroad Co., L-24166, April 25, 1969; Filipro v. Manila Port Service, L-25724, Oct. 8, 1968; Yap Teck Suy v. Manila Port Service, L-24677, May 29, 1968; Liverpool & London & Globe Insurance v. Manila Port Service, L-23338, Nov. 18, 1967; Tabacalera v. Manila Rail-road, L-23636, Oct. 31, 1967; Phil. Education Co. v. Manila Port Service, L-23811, Oct. 30, 1967; Caltex (Phil.) Inc. v. Manila Port Service, L-24591, Sept. 29, 1967; Phil. Education Co. v. Manila Port Service, L-24091, Sept. 20, 1967; Switzerland Gen-eral Insurance Co. v. Manila Railroad, L-21760, April 30, 1966; State Bonding & Insurance Co., Inc. v. Manila Port Service, L-21833, Feb. 28, 1966; Yu Kimteng Construction Corp. v. Manila Railroad, L-17027, Nov. 29, 1965; GSIS v. Manila Railroad, L--20342, Nov. 29, 1965.

2 The Continental Insurance Co. vs. Manila Port Service, L-22208, March 30, 1966; Delgado Brothers, Inc. vs. Manila Port Service, L-21781, June 30, 1966; Fireman's Fund Insurance Co. vs. Manila Port Service, L-21412, Sept. 28, 1966; The Ame-rican Insurance Co. vs. Manila Port Service, L-22780, Feb. 18, 1967; Philippine Education Co. v. Manila Port Service, L-24091, Sept. 20, 1967.

1 Phil. Education Co. v. Manila Port Service, L-23811, Oct. 30, 1967; Caltex (Phil.) v. Manila Port Service, L-21055, Aug. 31, 1966.

2 L-26524, April 25, 1969.

3 L-23811, Oct. 30, 1967. See, also, Philippine Education Co., Inc. v. Manila Port Service, L-26524, *supra*.

**ABOUT BATAS.ORG**

# Study smarter at BATAS.org

*The Philippine bar review and law-school companion built around how your brain actually remembers.*

**The complete Philippine law library - free for everyone.**

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

**Audio case-brief lectures.**

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

**Bar review built on the science of memory.**

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

**The full law-school curriculum.**

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

**Mock exams that tell you where you stand.**

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

**A study planner that keeps you on pace.**

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

**Start free at <https://batas.org>**

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.