

ROLANDO M. ABRASADO (DOING BUSINESS UNDER THE NAME AND STYLE “ TELEPOINT ENTERPRISES” REPRESENTED BY HIS ATTORNEY IN FACT, CRISANTO E. MALASA, PLAINTIFF-APPELLEE, VS. SPS. JOWEL...

Ponente: INTING, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/2af1a3bd29b1/>

INTING, J.:

This is an appeal from the August 5, 2010 Decision[1] of the Regional Trial Court Branch 16, Davao City in Civil Case No. 32,115-07 for sum of money, damages and attorney’s fees, the fallo of which states:

“WHEREFORE, premises considered, judgment is hereby rendered in favor of the plaintiff and against the defendants, to wit:

1. Ordering defendants to pay jointly and severally plaintiff the amount of:
 - a. P1,356,774.00, plus legal interest of 12% per annum from date of Judgment;
 - b. 15% attorney’s fees on the amount due and collectible; and
 - c. Cost of the Suit.

The Counter-claim is hereby DISMISSED.

SO ORDERED.”

The facts of the case are as follows: Plaintiff Rolando Abrasado is in the wholesale and retail of cellphones under the business name Telepoint Enterprise with its main office in Laguna. Abrasado is represented herein by his attorney in fact Crisanto Malasa (Malasa for brevity) through a Special Power of Attorney.[2] Malasa is also the manager of Telepoint Enterprise Davao branch.

Malasa avers that since December 2006, defendant Jowell Rodriguez (Rodriguez for brevity) has been their customer. Rodriguez orders several units from them, and in turn sells them in installment basis to his customers in Davao City (hereinafter referred as retail customers). Rodriguez undertook to pay in installment his obligations due to Telepoint by executing a promissory note[3], which pertinently states in part:

“For value received, I/We, the undersigned, promise to pay jointly and severally to the order of TELEPOINT ENTERPRISES the sum of PESOS xxx Philippine currency with interest at xxx, 200xx payable in the following manner...

xxx

Until fully paid, and We also agree to pay jointly and severally Three percent (3%) per week of the due amount as penalty charge when this note becomes overdue and unpaid.

Without need for notice or demand and as time is of the essence, failure to pay this note or any installment thereon when due shall constitute default and in such cases or in case of garnishment, receivership or

bankruptcy or suit in any kind filed against me/us by TELEPOINT ENTERPRISES the entire principal of this note, at the option of TELEPOINT ENTERPRISES, and without prior notice or demand, shall immediately become due and payable. xxx”

For each unit sold to Rodriguez, a promissory note was executed and signed by him as a co-maker or co-applicant but with the space for the maker or applicant left blank. Rodriguez’s obligation allegedly amounted to a total of P1,665,443.00 and only P308,669.00[4] was paid by him leaving an unpaid balance of P1,356,774.00 exclusive of interest and penalties per summary of account.[5] Despite repeated verbal demands for Rodriguez to pay, he failed to heed. Thus, on October 2, 2007, a demand letter[6] was sent to him but to no avail. Consequently, on November 8, 2007, Telepoint filed a complaint[7] for sum of money, damages, and attorney’s fees against Rodriguez.

In his answer,[8] Rodriguez admits that he and Malasa met in 2006. However, he alleges that the latter actually offered him a job as Telepoint’s sales agent in Davao City hence, as a mere agent, he should not be made liable for the unpaid units. He maintains that his collections from the units sold were all remitted either to Malasa or directly to the company. Rodriguez denies buying the units but nonetheless acknowledges that he signed the promissory notes.

During trial, Malasa was presented as the sole witness for the plaintiff. He deposed that he knew Rodriguez was engaged in buying and selling cellphones in installments but maintains that he is not aware who Rodriguez’s customers were. He also testified that upon Rodriguez’s receipt of the cellphones, the latter would then sign the promissory note acknowledging his obligations.[9] The space on the promissory note intended for the maker or applicant was supposed to be signed by Rodriguez’s retail customers but Rodriguez failed to secure their signatures, hence, it was left in blank. However, Malasa further alleges that the promissory note was substantially complete with the details when Rodriguez affixed his signature. Malasa avows that Rodriguez was their customer and not their agent.[10]

On his cross-examination, Malasa alleged that it was him who bought the units from Telepoint but later retracted it, saying that he actually did not buy the units as he had no money to pay for them. Malasa added that Rodriguez could not pay his orders immediately as he sold the units to his retail customers in installments.

On the other hand, defendant Rodriguez testified that he was employed by Telepoint as their sales agent in Davao albeit without a formal appointment as the enterprise wanted to do business in Davao even without a branch. He received the units from Manila and sold them in installment basis. He remitted his collections to Malasa or to Abrasado and Telepoint gave its invoices after the retail customers make the full payment. However, the invoices were issued only upon the retail customer’s request. He was paid commissions for units sold. However, when the retail customers defaulted in their payments sometime in 2007,[11] they demanded from him to pay the unpaid balance which he refused believing that as an agent, he cannot be held liable. Further, he denied buying the units and alleges that he signed a blank promissory note despite his hesitations because Malasa told him to do so. He admits, however, that he understood the contents of the note.[12] He maintains that Telepoint’s documents show that he was not the customer but rather only the agent who sold the units to retail customers whose names appear in the invoices.[13] On cross-examination, it was established that Rodriguez graduated with a degree in Engineering from the University of the Philippines.

Also presented for the defendants were John Merquita and Alver Reganit who corroborated Rodriguez’s testimony that they knew Rodriguez to be Telepoint’s agent as this was how he introduced himself to them. They were hired by Rodriguez as his sub-agents selling units to several retail customers for a commission of P500.00 per unit taken directly from the retail customer’s payments as directed by Rodriguez. Malasa allegedly knew of their hiring.[14] Both their collections were remitted to Rodriguez until the latter left Telepoint. From then on, the

remittances were made to Malasa.[15]

The court a quo rendered the assailed Decision finding for the plaintiff Telepoint holding that no control existed between the parties because upon receipt of the units, Rodriguez can dispose of them at his own will to whomever customer he chooses; that the sales were not subject to the approval of Telepoint and no specific stipulations or instructions on how to dispose the units or a report on the sale and inventory was required from Rodriguez; and that Rodriguez merely borrowed Telepoint's receipts and invoices but the promissory notes clearly show that the contract was one of sale with Rodriguez promising to pay a sum certain in money.

Defendant Rodriguez filed a motion for reconsideration of the Decision[16] but the court a quo denied it in its Order dated November 8, 2010.[17]

The defendants now come before Us contending that:

I.

THE COURT A QUO SERIOUSLY ERRED IN DISREGARDING SIGNIFICANT FACTUAL EVIDENCE (SUCH AS USE OF CUSTOMER FORMS, RECEIPTS, ABSENCE OF SIGNATURE OF DEFENDANT RODRIGUEZ ON THE FIRST PAGE OF THE BLANK PROMISSORY NOTES, CONSENT IN THE HIRING OF THE SUB-AGENTS, RECEIVING REMITTANCE FROM SUB-AGENT, ETC.) THAT WILL INDICATE THAT THE TRANSACTION BETWEEN TELEPOINT OR CRISANTO MALSA AND JOEL RODRIGUEZ WAS ONE OF AGENCY;

II.

THE COURT A QUO SERIOUSLY ERRED IN DISREGARDING SIGNIFICANT TESTIMONIAL ADMISSION OF WITNESS CRISANTO MALASA WHEN CROSS-EXAMINED, THAT WILL INDICATE THAT THE TRANSACTION BETWEEN CRISANTO MALASA AND JOEL RODRIGUEZ WAS ONE OF AGENCY. THE DISREGARDED FACTS ARE: [1] THE ADMISSION BY CRISANTO MALASA THAT HE GAVE THE CELLPHONES TO RODRIGUEZ BY WAY OF TRUST; [2] THE ABSENCE OF REQUIRING A BUSINESS PERMIT FROM RODRIGUEZ AND A COLLATERAL OR BOND IS CONTRARY TO BUSINESS CUSTOMS EVEN AS HUGE VALUE OF ITEMS INVOLVED;

III.

THE COURT A QUO SERIOUSLY MISAPPLIED AND ERRED (SIC) THE CITED JURISPRUDENCE IN ITS DECISION, THE CASE OF QUIROGA VS. PARSONS HARDWARE CO. 38 PHIL 501 AND AMON TRADING CORPORATION VS. COURT OF APPEALS, G.R. NO. 158585, DECEMBER 13, 2005. UPON THOROUGH READING OF THESE TWO CASES, THE SAME SIGNIFICANTLY DIFFER FROM THE TOTALITY OF FACTS APPEARING IN THIS INSTANT CASE. THE PRINCIPLE OF CONTROL IN AGENCY IS EVEN APPARENT BETWEEN IN (SIC) THE RELATIONSHIP OF TELEPOINT AND/OR CRISANTO MALASA WITH RESPECT TO THE DEFENDANT-APPELLANT RODRIGUEZ. INCIDENTALLY, THE OTHER PRINCIPLES APPLIED BY THE SUPREME COURT IN THE CITED CASE OF AMON TRADING CORPORATION VS. COURT OF APPEALS EVEN SUPPORTS THE DISMISSAL OF TELEPOINT'S COMPLAINT AGAINST APPELLANT RODRIGUEZ;

IV.

AS ALTERNATIVE GROUND, THE COURT A QUO SERIOUSLY ERRED IN NOT DISMISSING THE COMPLAINT AS HAVING BEEN IMPROPERLY FILED BY TELEPOINT WHEN ITS LONE WITNESS, CRISANTO MALASA, TESTIFIED THAT HE BOUGHT THE CELLPHONES FROM TELEPOINT. HENCE, CRISANTO MALASA IS THE REAL PARTY IN INTEREST AND TECHNICALLY SHOULD

NOT HAVE APPEARED IN A REPRESENTATIVE CAPACITY.

Stripped of the non-essentials, the pivotal issues are (1) whether or not the defendant-appellant Jowell Rodriguez is an agent of plaintiff-appellee Telepoint Enterprise; and (2) whether or not he should be made liable for the unpaid cellphones sold.

The defendant-appellant Rodriguez maintains that he was only acting as Telepoint's agent when he sold the cellphone units to the retail customers as proved not only by Telepoint's documents, which were signed by the buyers and subject to the company's approval but also through Malasa's admissions that he gave the units to Rodriguez by way of trust without required him to furnish a business permit or even to put up a bond. Further, although he admits signing the promissory notes, Rodriguez claims that he only did so as a co-maker. Rodriguez avers that the element of control in an agency was apparent not only through the documents but also through the fact that the payments were submitted to Telepoint or Malasa.

Our Ruling

The appeal is partly imbued with merit.

Articles 1868 and 1869 of the New Civil Code, respectively, provide:

Art. 1868. By the contract of agency a person binds himself to render some service or to do something in representation or on behalf of another, with the consent or authority of the latter.

Art. 1869. Agency may be express, or implied from the acts of the principal, from his silence or lack of action, or his failure to repudiate the agency, knowing that another person is acting on his behalf without authority.

Agency may be oral, unless the law requires a specific form.

The essential elements of agency are: (1) there is consent, express or implied of the parties to establish the relationship; (2) the object is the execution of a juridical act in relation to a third person; (3) the agent acts as a representative and not for himself, and (4) the agent acts within the scope of his authority.[18]

In the case at bench, We find that the contract of agency between plaintiff-appellee Telepoint and defendant-appellant Rodriguez was sufficiently established.

A scrutiny of the documents proffered reveals that Telepoint offers cellphone loans to its customers. They set the requirements for the cellphone loan application.[19] A potential customer or applicant is required to fill up a personal data sheet[20] provided by Telepoint Enterprises. The applicant is also required to sign a letter which certifies receipt of the unit, a promise to pay installments with interest or penalty in case of delinquency, and a notice of dishonor from Telepoint. The notice also states that Telepoint's responsibility ceases with the delivery of the unit. The applicant is likewise required to have a co-maker. All these documents were issued by Telepoint. Upon payment, the customer was issued a sales invoice registered under Telepoint Enterprises.

Based on the evidence, the retail customers loaned the cellphones from Telepoint and not from Rodriguez. The documents belied Malasa's contention that they were unaware of who the retail customers were. This is very evident from Telepoint's personal data sheet filled-up by the retail customers, the letter acknowledging receipt of the units, and the waiver of dishonor all made under Telepoint's official forms. The invoices issued in the retail customer's name likewise support the contention that the payment did go to Telepoint and not to Rodriguez. Telepoint was a party to the sales made to the retail customers.

It was, however, not refuted that Rodriguez caused the afore-mentioned sales. It was through him that the orders were made and it was admitted that Telepoint allowed Rodriguez to use their invoices and documents to facilitate

the cellphone loans to the retail customers. It can, therefore, be inferred that Rodriguez was allowed to use Telepoint's name in marketing the cellphones. Through such act, We find that Telepoint is now estopped from assailing lack of Rodriguez's authority to sell in their name. Granting that there was indeed no authority, an implied agency, nevertheless, was created between them.

In the case of *Yun Kwan Byung v. PAGCOR*,^[21] the Supreme Court explains that an implied agency is derived from the acts of the principal, from his silence or lack of action, or his failure to repudiate the agency, knowing that another person is acting on his behalf without authority. On the other hand, apparent authority is based on estoppel and can arise from two instances. First, the principal may knowingly permit the agent to hold himself out as having such authority, and the principal becomes estopped to claim that the agent does not have such authority. Second, the principal may clothe the agent with the indicia of authority as to lead a reasonably prudent person to believe that the agent actually has such authority. In an agency by estoppel, there is no agency at all, but the one assuming to act as agent has apparent or ostensible, although not real, authority to represent another.

In the present case, Rodriguez's apparent authority to sell in behalf of Telepoint was obvious taking into account the latter's consent in the use of their official documents and invoices on the sales made through Rodriguez. These records show that the retailer customers, who placed their orders with Rodriguez, actually obtained the cellphone loan from Telepoint promising to pay the latter the amount. Rodriguez was merely acting in behalf of Telepoint when he sold the units to the retail customers otherwise, Telepoint would not have allowed the use of their documents. These documents prove that the sale was between the retail customers and Telepoint albeit made through Rodriguez. The consensual use of Telepoint's documents will lead a reasonably prudent man to believe that Rodriguez, to whom the order was made, was not only connected but also had the power to represent the enterprise.

Granting that Rodriguez was without authority to represent Telepoint, it was undisputed that Telepoint never questioned the use of their official documents to record a sale which they claim they are not a part of despite being aware of it. Hence, there was failure to object, silence, and inaction on the part of Telepoint even when the use of their official documents by Rodriguez would make it appear that Telepoint was a party to the sale and that Rodriguez would appear to be authorized to use Telepoint's name. From such act, an agency is implied

. As regards the cases cited by the court a quo, the discussions on agency are very well applicable to the instant case notwithstanding the facts not being highly analogous. In the case of *Amon Trading v. CA*,^[22] the Supreme Court cites *Victoria Milling Co. v. CA* in quoting that:

“... on the part of the principal, there must be an actual intention to appoint or an intention naturally inferable from his words or actions and on the part of the agent, there must be an intention to accept the appointment and act on it, and in the absence of such intent, there is generally no agency. One factor which most clearly distinguishes agency from other legal concepts is control; one person - the agent - agrees to act under the control or direction of another - the principal. Indeed, the very word ‘agency’ has come to connote control by the principal. The control factor, more than any other, has caused the courts to put contracts between principal and agent in a separate category.” (Emphasis ours)

In the instant case, We find that an agency can be inferred from the acts of herein parties with Rodriguez selling the cellphone units to retailer customers and Telepoint providing the units and receiving the payments as seen on the documents presented. We do not agree with the court a quo that Telepoint had no control over the customers as Telepoint took active participation in accommodating the customers' orders by providing the personal data sheets and the invoices, including the forms which contained the retailer customer's promise to pay and the mode of installment payments, all in the enterprise's name. It bears noting that Telepoint has requirements before approving a cellphone loan which means that if the applicant fails to satisfy them, he will likely be rejected.

The case of Quiroga v. Parsons Hardware[23] supports Rodriguez's contention, which is contrary to the court a quo's findings. In the Quiroga case, the court held that the contract between the parties therein is one of sale because it was written in their contract that the plaintiff was obliged to supply the beds for the defendant who would then pay the price at the agreed payment scheme without any consideration and regardless as to whether the beds were sold or not. Undeniably, this is one of sale and not agency. There was no such contract in the case at bench. Hence, the transaction between Rodriguez and Telepoint is hardly one of sale.

Nevertheless, it was unquestionably proven that Rodriguez executed a promissory note and signed therein as a co-maker or co-applicant even without having received the consideration, which is the cellphone unit. Based on the promissory note, Rodriguez made himself liable to Telepoint for the amount stated therein regardless of whether he was the latter's agent or not. Under the Negotiable Instruments Law, persons who write their names on the face of promissory notes are makers, promising that they will pay to the order of the payee or any holder according to its tenor.[24] Promissory note is a solemn acknowledgment of a debt and a formal commitment to repay it on the date and under the conditions agreed upon by the borrower and the lender. A person who signs such an instrument is bound to honor it as a legitimate obligation duly assumed by him through the signature he affixes thereto as a token of his good faith. If he reneges on his promise without cause, he forfeits the sympathy and assistance of this Court and deserves instead its sharp repudiation.[25]

In the case before Us, the terms of the promissory note are unequivocal - Rodriguez, as a co-applicant, made himself jointly and severally liable with the maker or the applicant. A judicious review of the records shows that at least three of the promissory notes signed by Rodriguez matched three (3) of the retailer customers whose records were adduced as evidence by Rodriguez himself. This shows that Rodriguez obligated himself to pay for the cellphone units sold to the retail customers by executing or signing a contract of surety by way of the promissory note. A suretyship is a direct contract to pay the debt of another. A surety is liable as much as his principal is liable and absolutely liable as soon as default is made, without any demand upon the principal whatsoever or any notice of default.[26]

Moreover, since Rodriguez did not receive the consideration of the promissory note, he is deemed an accommodation party who is solidarily liable with the party he accommodated. The Supreme Court, in the case of Gonzales v. PCIB,[27] held:

"xxx Third, as an accommodation party, Gonzales is solidarily liable with the spouses Panlilio for the loans. In Ang v. Associated Bank, quoting the definition of an accommodation party under Section 29 of the Negotiable Instruments Law, the Court cited that an accommodation party is a person 'who has signed the instrument as maker, drawer, acceptor, or indorser, without receiving value therefor, and for the purpose of lending his name to some other person.' The Court further explained:

'[A]n accommodation party is one who meets all the three requisites, viz: (1) he must be a party to the instrument, signing as maker, drawer, acceptor, or indorser; (2) he must not receive value therefor; and (3) he must sign for the purpose of lending his name or credit to some other person. An accommodation party lends his name to enable the accommodated party to obtain credit or to raise money; he receives no part of the consideration for the instrument but assumes liability to the other party/ies thereto. The accommodation party is liable on the instrument to a holder for value even though the holder, at the time of taking the instrument, knew him or her to be merely an accommodation party, as if the contract was not for accommodation.'

As petitioner acknowledged it to be, the relation between an accommodation party and the accommodated party is one of principal and surety—the accommodation party being the surety. As such, he is deemed an original promisor and debtor from the beginning; he is considered in law as the same party as the debtor in relation to whatever is adjudged touching the obligation of the latter since their liabilities are interwoven as to be inseparable.

Although a contract of suretyship is in essence accessory or collateral to a valid principal obligation, the surety's liability to the creditor is immediate, primary and absolute; he is directly and equally bound with the principal. As an equivalent of a regular party to the undertaking, a surety becomes liable to the debt and duty of the principal obligor even without possessing a direct or personal interest in the obligations nor does he receive any benefit therefrom."

Accordingly, this Court holds that Rodriguez, being an accommodation party, is liable for the amounts stated in the promissory notes he signed. Apparently, he allowed himself to be a co-maker of the retail customers knowing that a co-maker is one of the requirements for the approval of the cellphone loans. In essence, he signed the note without receiving value therefor for the purpose of lending his name to some other person.

We cannot hold against the validity of the promissory note just because Rodriguez claimed that he signed it in blank. It was well-established that Rodriguez was an educated man. He is a product of the University of the Philippines with a degree in engineering. He cannot feign ignorance of the effect of the documents he signed. In fact, he admitted that he understood the contents thereof. In a litany of cases, the defense of ignorance and misapprehension of the effects of the contract is frowned upon especially if the party invoking it does not appear to be illiterate. In *Olbes v. China Banking Corp.*,^[28] the Supreme Court ruled:

"Having affixed his consenting signature in a contract with full knowledge of its terms and conditions, petitioner Ricardo Olbes is precluded from asserting, as he presently does, that he acted under a misapprehension or in ignorance of the legal effect of the contract, or the undertaking he assumed thereunder. He, just like his co-petitioner, Ramon Olbes, does not appear to be unlettered."

Likewise, in the case of *Palmares v. CA*,^[29] it was held:

"xxx Petitioner admits that she voluntarily affixed her signature thereto; ergo, she cannot now be heard to claim otherwise. xxx

Having entered into the contract with full knowledge of its terms and conditions, petitioner is estopped to assert that she did so under a misapprehension or in ignorance of their legal effect, or as to the legal effect of the undertaking. The rule that ignorance of the contents of an instrument does not ordinarily affect the liability of one who signs it also applies to contracts of suretyship. And the mistake of a surety as to the legal effect of her obligation is ordinarily no reason for relieving her of liability."

Consequently, Rodriguez, being highly educated, cannot escape liability on the promise he made by raising the defense that he did not understand the contents of the promissory notes he signed. Further, his claims that the notes were incomplete at the time he affixed his signatures cannot also be given credit for being unfounded. He was not able to substantiate such allegation. Besides, he should have been cautious in signing the promissory notes if they were really in blank knowing that by affixing his signature thereon, he could be made liable for the promise contained therein.

Anent the issue of Telepoint being not the proper party to bring the action, it is a contention raised only upon appeal and hence, does not deserve consideration. It is a fundamental rule of procedure that higher courts are precluded from entertaining matters neither alleged in the pleadings nor raised during the proceedings below, but ventilated for the first time only in a motion for reconsideration or on appeal.^[30] Be that as it may, We find that Rodriguez's contention that Malasa already bought the units from Telepoint is groundless. The bare testimony of Malasa, which he afterwards retracted, would not suffice to prove that the units bought were no longer owned by Telepoint. This is even contrary to the documentary evidence adduced during trial.

WHEREFORE, the instant appeal is **DISMISSED**. The August 5, 2010 Decision of the Regional Trial Court Branch 16, Davao City in Civil Case No. 32,115-07 is hereby **AFFIRMED**.

SO ORDERED.

Camello (Chairperson) and Lopez, JJ., concur.

- [1] Rollo, pp. 29-35.
- [2] Records, p. 8.
- [3] Records, pp. 12-163.
- [4] Records, pp. 164-166.
- [5] Records, pp. 9-11.
- [6] Records, p. 168.
- [7] Records, pp. 3-7.
- [8] Records, pp. 180-183.
- [9] TSN, March 12, 2009, pp. 8-9.
- [10] Records, pp. 220-223.
- [11] Records, p. 623.
- [12] TSN, August 10, 2009, pp. 7, 9-15.
- [13] Records, pp. 414-418.
- [14] Records, pp. 410, 427-428.
- [15] TSN, June 15, 2009, pp. 4-5; TSN, October 20, 2009, pp. 5-7.
- [16] Records, pp. 638-641.
- [17] Records, p. 646.
- [18] Sps. Vilorio v. Continental Airlines, G.R. No. 188288, January 16, 2012.
- [19] Records, p. 443.
- [20] Records, p. 445.
- [21] G.R. No. 163553, December 11, 2009.
- [22] G.R. No. 158585, December 13, 2005.
- [23] G.R. No. L-11491, August 23, 1918.
- [24] Astro Electronics Corp. v. Philippine Export and Foreign Loan Guarantee Corp., G.R. No. 136729, September 23, 2003.
- [25] Pentacapital Investment Corporation v. Mahinay, G.R. Nos. 181482, and 171736, July 5, 2010.
- [26] Palmares v. CA, G.R. No. 126490, March 31, 1998.
- [27] G.R. No. 180257, February 23, 2011.

[28] G.R. No. 152082, March 10, 2006.

[29] Supra.

[30] Maxicare v. Contreras, G.R. No. 194352, January 30, 2013.

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.