

LUFTHANSA GERMAN AIRLINES, PETITIONER, VS. COURT OF APPEALS AND DON M. FERRY, RESPONDENTS.

G.R. No. 108997. April 21, 1995

Ponente: NARVASA, C.J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-108997/>

NARVASA, C.J.:

Lufthansa German Airlines, petitioner herein, seeks a review of the Decision of the Court of Appeals promulgated on January 29, 1992 in CA-G.R. No. 22494.[1] That decision affirmed in toto the judgment of the Regional Trial Court of Makati (Branch 145) rendered on July 25, 1988 in Civil Case No. 13306,[2] condemning Lufthansa to pay Don M. Ferry, herein private respondent, the following amounts:

- (a) US\$75,000.00, or its peso equivalent at the time of payment as actual damages;
- (b) US\$75,000.00, or its peso equivalent at the time of payment, as moral damages;
- (c) US\$25,000.00, or its peso equivalent at the time of payment, as exemplary damages;
- (d) US\$25,000.00, or its peso equivalent at the time of payment, as attorney's fees and litigation expenses;
- (e) All the foregoing amounts to bear interest at the legal rate from the date of filing of the complaint until fully paid; and
- (f) Costs of suit.

The relevant facts recited in the appealed judgment, were taken and adopted by the Court of Appeals from the summary set forth by Lufthansa in its brief:[3] "Stripped of non-essentials," said the Appellate Court, "and as disclosed from defendant-appellant's brief, the antecedent facts of the case are as follows:

5. On 16 May 1985, plaintiff-appellee (Don Ferry) purchased from the defendant-appellant a San Francisco/ New York/ Paris/ Frankfurt/ Manila first class open dated ticket (Exh. "B" and Exh. "1").

- (a) There was no carrier indicated for the San Francisco/ New York/ Paris portions of the journey.
- (b) The carrier box for the Paris/ Frankfurt/ Manila portion of the ticket shows the letter "LH" which indicates that plaintiff-appellee agreed to fly those portions or legs of his journey on defendant-appellant Lufthansa.

6. On June 3, 1985, plaintiff-appellee went to Lufthansa's San Francisco office allegedly to get Lufthansa to endorse the San Francisco/New York portion of his journey to Trans World Airlines ("TWA" for brevity).

- (a) But, there was no need to secure said endorsement since no carrier was indicated in the ticket for the San Francisco/ New York leg of the journey (Exh. "B" or "1").
- (b) Thus, plaintiff-appellee was told by Mrs. Ingrid Egger, Lufthansa's ticket agent in its San Francisco office, that no endorsement was required or necessary and that he should go back to TWA and request them to accept the ticket without any endorsement (t.s.n. of Aug. 26, 1987, pp. 20-23 in relation to Exh. "B" and Exh. "1").

7. Instead of going to TWA as advised, plaintiff requested Mrs. Egger for a different routing which omitted the New York/Paris leg of his original itinerary.

(a) Said new routing would require the endorsement of the ticket.

(b) Hence, Mrs. Egger advised the plaintiff-appellee that she would need to get an authorization from Lufthansa's Manila office in order to endorse plaintiff-appellee's ticket. She also explained to plaintiff-appellee the procedure for obtaining the authorization and the reason why it was required.

(c) Upon being advised that securing the necessary authorization could possibly take a day or more, plaintiff-appellee advised Mrs. Egger that he could not wait (t.s.n. of Aug. 26, 1987, pp. 27, 40, 46, 73, 74 and 76).

8. Thereafter, plaintiff-appellee settled on a new routing of San Francisco/ Frankfurt/ Cologne/ Frankfurt/ Manila thereby omitting the New York/ Paris legs of his original itinerary.

(a) Instead of writing "LH" on the carrier's boxes opposite each portion of plaintiff's new ticket (Exh. "C" and Exh. "2") starting with the San Francisco portion up to Manila, Mrs. Egger simplified matters by indicating on the restriction box the phrase "LH only" (ibid., pp. 29-34).

9. On 10 June 1985, plaintiff-appellee went to Baden-Baden GmbH, a travel agency, to make arrangements for his return to Manila on June 12, 1985.

(a) Since no Lufthansa flights were scheduled to leave for Manila on June 12, 1985, plaintiff made a booking on a Cathay Pacific Airlines flight ("CPA") which was supposed to leave the Frankfurt Airport for Hong Kong at noon at 12 June 1985.

10. On June 12, 1985, plaintiff-appellee went to the Frankfurt Airport.

(a) The CPA ticket agent informed the plaintiff that an endorsement from the defendant-appellant Lufthansa was required for him to travel on CPA.

(b) Plaintiff-appellee then proceeded to the Lufthansa's ticket counter at the Frankfurt Airport.

11. Plaintiff-appellee met with Miss Petra Wilhelm, Lufthansa's ticket agent therein.

(a) Miss Wilhelm reiterated Ms. Egger's previous advise that due to currency restrictions, authorization from Lufthansa's Manila office was required before she could endorse plaintiff's ticket to CPA (t.s.n. of Oct. 10, 1987, pp. 21-26).

(b) The reason for the need to get an endorsement from Lufthansa's Manila office and the procedure for obtaining such endorsement was fully explained to the plaintiff-appellee for the second time by Miss Wilhelm (ibid, in relation to Exhs. "10" and "10- A").

(c) Since it would take Miss Wilhelm sometime to communicate and obtain the endorsement from the defendant's Manila office, it was obvious at that time that plaintiff-appellee would be unable to board the CPA flight which he booked.

12. Consequently, upon plaintiff-appellee's request Miss Wilhelm booked him on a Lufthansa flight leaving Frankfurt Airport in the afternoon of the same day, 12 June 1985 for Bangkok and for the Bangkok/Manila portion of his journey, Miss Wilhelm booked plaintiff on a Thai Airways flight (ibid., pp. 36-37).

13. Plaintiff-appellee was able to depart Frankfurt Airport in the afternoon of 12 June 1985 on the Lufthansa flight and was able to board the Thai Airways flight from Bangkok to Manila arriving thereat in the afternoon of the

following day. (Appellant's Brief, pp. 4-8)."

Evidently in the belief that the facts created a right of action in his favor, Don Ferry filed a complaint against Lufthansa on April 1, 1986 in the Regional Trial Court of Makati, for recovery of damages arising from breach of contract.[4] Lufthansa filed its Answer on May 28, 1986, setting up a compulsory counterclaim for compensatory and exemplary damages, attorney's fees, expenses of litigation and costs of suit.

On July 25, 1988, the trial court rendered its decision earlier adverted to, awarding to private respondent the amount of damages prayed for in his complaint. The decision was affirmed in toto by the Court of Appeals. Hence, this petition, in which it is contended that respondent Court of Appeals committed errors of law in:

- a) applying the rule that "findings of the lower court are generally final" and that the "testimonies of petitioner's witnesses are open to criticism as interested witnesses" since respondent Court of Appeals accepted the testimonies of petitioner's witnesses in its statement of facts;
- b) ruling that petitioner "is duty-bound to provide plaintiff-appellee air transport" for the San Francisco/New York/Paris route when it made the factual findings that "there was no carrier indicated for the San Francisco/New York/Paris portions of the journey and private respondent had omitted the New York/Paris leg of his original itinerary;
- c) ruling that petitioner is guilty of bad faith when it "changed plaintiff-appellee's unrestricted ticket to a partly restricted ticket without informing the plaintiff-appellee";
- d) ruling that petitioner "violated its contract of air carriage with plaintiff-appellee by refusing to endorse plaintiff-appellee's first class full fare Lufthansa ticket to Cathay Pacific Airways," since it also made the factual findings that "Miss Wilhelm reiterated Ms. Egger's previous advice that due to currency restrictions, authorization from Lufthansa's Manila office was required" and that "since it would take Miss Wilhelm sometime to communicate and obtain the endorsement from the defendant's Manila office, it was obvious that plaintiff-appellee would be unable to board the CPA flight which he booked";
- e) awarding actual damages of US\$75,000.00 or its peso equivalent in favor of private respondent when there is no proof that would justify the exorbitant award;
- f) awarding moral damages of US\$75,000.00 or its peso equivalent in favor of private respondent when there is no proof of bad faith or malice. Moreover, granting *arguendo* that there is basis for the award of moral damages, the award is "outrageously exorbitant";
- g) awarding exemplary damages of US\$25,000.00 or its peso equivalent in favor of private respondent when there is no proof that petitioner or its employees acted in a wanton, fraudulent, reckless, oppressive or malevolent manner. Moreover, granting *arguendo* that there is basis for the award of exemplary damages, the award is outrageously exorbitant;
- h) awarding attorney's fees and litigation expenses of US\$25,000.00 or its peso equivalent in favor of private respondent when there is no proof that petitioner acted in gross and evident bad faith. Furthermore, there is also no proof presented as to the attorney's fees and expenses of litigation claimed by private respondent; and,
- i) awarding interests.

The established rule is that the findings of the trial court as to the credibility of witnesses are accorded much respect, if not indeed conclusive effect, save only in those exceptional instances where they are clearly shown to be arbitrary.[5] In the case at bench, the Trial Court refused to accord any credit to petitioner Airline's "three (3) foreign witnesses" because they are "all long-time employees of defendant which also shouldered all their

expenses" (in coming to this country to give evidence) and hence, their testimonies "are tainted, polluted and should be seen with disfavor." [6]

While it may be true, as the trial court opines, "that testimony of employees of a party is 'of course' open to the criticism that they would naturally testify, as far as they possibly could in favor of their employers, and in weighing testimony such a relation between a witness and a party is frequently noticed by the court," [7] it is equally true that the fact that the witness is an employee or an overseer of a party is not of itself sufficient to discredit his testimony. [8]

This Court has intensively analyzed the testimonies of petitioner's said three (3) witnesses and found them to be clear, straightforward and convincing. They spoke authoritatively of their respective lines of work, and candidly of their dealings with private respondent, without betraying any trace of falsehood or partiality, or any attempt to exculpate petitioner from the alleged breach of contract; in fact, it may even be said that some of their statements were somewhat damaging to their employer's cause.

That petitioner paid for its witnesses' expenses in coming to the Philippines to testify, is not a valid cause for disbelieving their testimonies; it seems but natural and reasonable under the peculiar circumstances of the case that petitioner should do so. For the record, however, only the expenses of Mrs. Ingrid Egger and Mrs. Petra Wilhelm were shouldered by petitioner, the third witness, Mr. Berndt Loewe, then being based in Manila as petitioner's passenger sales manager. Considering the known disinclination of persons to be involved in court litigations, even if it be only as witnesses, it is hardly reasonable to expect petitioner's witnesses to agree to bear the cost of flying to and staying in Manila to testify in the case. At any rate, there is no showing whatever that petitioner's witnesses were otherwise so materially benefited by their travel to the Philippines, or were so fanatically loyal to Lufthansa, as to be motivated to distort the truth and testify falsely in the latter's favor.

The trial court as well as the appellate court gravely erred, therefore, in totally disregarding the testimonies of petitioner's witnesses on the basis alone of the employment relationship between them. Their factual findings cannot consequently be accorded binding effect, [9] and this Court is thus constrained to itself weigh and evaluate the evidence presented by the parties.

To begin with, private respondent was bound by the conditions of the contract of carriage purchased by him from Lufthansa. [10] The ticket [11] did not indicate any carrier for the San Francisco/New York leg of respondent Ferry's journey. He was therefore free to choose his airline for that leg. With respect, however, to the Paris/Frankfurt/Manila portion of his journey, private respondent was deemed to have agreed to fly Lufthansa as shown by the letters "LH" written on the carrier box.

Thus, in San Francisco, when private respondent chose to take a TWA flight to New York, no endorsement from petitioner Airline was required because, as just mentioned, his ticket did not indicate any carrier for the San Francisco/New York leg. It was only in the Paris/Frankfurt/Manila leg that an endorsement was needed if private respondent desired to fly with an airline other than Lufthansa. These conditions were communicated to private respondent by Ingrid Egger, petitioner's ticket agent:

Q

Now, during his testimony in Court on February 17, 1987, the plaintiff, Mr. Don Ferry testified in Court that he went to the Lufthansa office in San Francisco, was able to talk to you, presented a ticket which was originally issued in Manila and requested you to give him an endorsement as required by TWA so that he could use the ticket for his flight from San Francisco to New York, what can you say about that allegation of the plaintiff?

A

I told the passenger that an endorsement is not necessary on that ticket when he presented to me for the portion he wanted to use it for.

*** **

Q

Now, you said that you told Mr. Ferry that there was no need for a Lufthansa endorsement for him to use the ticket for the San Francisco/New York portion of his journey, why did you say that?

A

There was no carrier entered into the carrier block. It was open, therefore, any carrier should have accepted that portion of the ticket between San Francisco and New York.

Q

What did he tell you, that this was a requirement being imposed by the TWA?

A

I told him that he should go back to TWA and tell them what I told him that it does not need any endorsement for the portion of the ticket.[12]

*** **

Q

Did the plaintiff, Mr. Ferry tell you that he went to the TWA offices in the same building to have a domestic flight from San Francisco to New York and that the TWA offices said that it was necessary to get a Lufthansa endorsement?

A

Yes.

Q

And what was your reply?

A

I told him that it was not necessary for that endorsement.

Q

Yes, but could you have given him an endorsement?

A

Yes, if he wanted to go to San Francisco/New York and New York to Paris, I could give him an endorsement.

Q

Yes, but the point is, he asked for an endorsement but you did not give him an endorsement, is that not correct?

A

I told him he could go back to TWA because he does not need any endorsement.

Q

But the fact is despite his request for endorsement, you did not give him such endorsement, is that not correct?

A

His request for endorsement was for a different routing.[13]

*** **

Q

Now, when Mr. Don Ferry went to see you on June 3, 1985 and informed you that the TWA downstairs needed an endorsement of Lufthansa, you could have given him an endorsement as you said but instead, you told him there was no need, is that correct?

A

That is right.

Q

Why did you not give him an endorsement?

A

Because after we have a conversation, he told me that he wanted to have a different routing.

Q

Yes, but when he requested you for an endorsement, it was very easy for you to give him an endorsement, was it not?

A

That is not what he wanted. He wanted a different routing.

Q

That was after when you did not want to give him an endorsement?

A

That is not right. He came out and he said he wanted an endorsement and I said, if you want to fly to New York, you don't need an endorsement, and then he said, that is not what I want. I want to have a different routing.

Q

You mean to say in the same conversation, he told you he did not like to fly from San Francisco to New York?

A

He told me he needed a different routing.[14]

From the testimony of Mrs. Egger, it is clear that there was no refusal on the part of petitioner airline to give the endorsement required by TWA. The reason no endorsement was given was that there was no requirement for such endorsement. At this point, petitioner Airline did not breach its contract with private respondent because it did not refuse to give him the endorsement being required by TWA. It is one thing to say that petitioner airline

refused to give a required endorsement, and another to say that since no endorsement was needed, none was given.

The same cannot, however, be said with respect to the Frankfurt/Manila portion of respondent Ferry's journey. Petitioner's witness, Mr. Berndt Loewe, admitted that the Baden-Baden GMBH was a Lufthansa-appointed travel agent, authorized to make reservations and confirmations,[15] and that despite the fact that Exhibit "E" was a page of a notebook produced by German Railway Company referring to train connections,[16] the same should be deemed a confirmation of the flight arrangement contained thereon:

Q

Now, if you look at Exhibit "E", as an expert, would you believe that there was confirmed reservation of Cathay Pacific Airways for the flight Frankfurt-Hongkong, Hongkong-Manila?

A

Yes, it say here okay, Frankfurt Hongkong, there is a word "okay" so, it seems that Cathay Pacific gave okay to the travel agent.

Q

Frankfurt/Hongkong okay for June 12?

A

Yes.

Q

Hongkong - Manila okay for June 13?

A

Yes.

Q

For first class?

A

Yes.

Q

With seat?

A

Yes, with seat number 7-K to Hongkong and 1-a to Manila.

Q

So, you would say that this Exhibit "E" is a confirmed flight for Cathay Pacific from Frankfurt Hongkong, Hongkong, Manila?

A

Yes, according to what is written here.

Q

And this travel agent is authorized to make confirmation?

A

Yes.[17]

Private respondent having previously obtained a flight reservation and confirmation from a Lufthansa-appointed travel agent, there was no reason why the Frankfurt Lufthansa office should not give the endorsement needed by private respondent to fly Cathay Pacific Airways. That confirmation necessarily carried with it the prior approval of Lufthansa for private respondent to employ another airline so that all that was needed was the actual, physical signification of said approval through an endorsement which should have been given as a matter of course. Petitioner's failure in this regard constituted breach of its contract of carriage with private respondent.

The breach was not attended by fraud or bad faith, however. When Petra Wilhelm, petitioner airline's ticket agent at its Frankfurt Airport office, informed private respondent that an authorization from Manila was needed before she could give an endorsement, what was foremost in her mind was the policy regarding currency restrictions in effect at that time, which was made known and explained to private respondent in San Francisco. Apparently, the significance of the previously confirmed reservation completely escaped Mrs. Wilhelm on that occasion. The omission or failure of petitioner airline then to give private respondent the required endorsement was thus evidently due to a misappreciation of the significance of private respondent's previously confirmed reservation, and not to any willful desire to deny private respondent the right to utilize another airline.

We cannot give credence to private respondent's claim that he was treated rudely by petitioner airline's personnel. His testimony on the matter is equivocal, to say the least:

Q

Now, what did you do when you went to Lufthansa counter at the airport for the endorsement?

A

The woman in the counter was most interesting in one way.

Q

Why?

A

She gave me the impression of totally impolite. When I presented the ticket to her, I said I need an endorsement for Cathay Pacific. She said, I cannot give an endorsement. I wonder why she immediately showed that impolite attitude.

Q

What did you do next?

A

I said, what seems to be the problem? She said well, you have a restricted ticket. What that does mean, I said. It means that you cannot get endorsement and even if I give you endorsement I still have to communicate in Manila, and then you have to wait.

*** **

Q

What did you do next?

A

Then I said I have a problem about Frankfurt because I don't have to go anywhere. If she could help me to get a hotel and she said that is not our business. So, I said, what can I do. I don't really know. And finally, I asked her if there was any Lufthansa flight to anywhere near Manila to region.

*** **

Q

What happened next?

A

Then she looked at my ticket and she said that I will have to pay extra for the flight. I said this is impossible. I have a first class ticket and fully paid. If I have gone direct from Frankfurt to Manila, I don't have to be charged anything. How come that I will be charged now for the Thai connection and she said well, that is a special rate.

Q

What was your reply?

A

I disagree, I denied. I said I paid the full amount of this ticket and I did not get any special rate.

Q

What was the tenor of your conversation between you and the German Lufthansa stewardess?

A

We were both getting every excited. I was getting very excited because I had fever and she was totally unfriendly to my mind.

Q

What happened next?

A

Finally, she looked at my ticket. I said why don't you compute? What additional amount I have to pay so that I can see if I can afford it. So, she did. And finally, she said, you can be accommodated.[18]

This allegation was directly rebutted by Mrs. Wilhelm, to whose testimony[19] we lend credence as it conforms to normal human behavior:

Q

** My question to you Mrs. Witness is: Were you very impolite to the plaintiff?

A

No, sir. There is no reason to be impolite to a person or to passenger I never has (sic) seen before and if there was no discussion between us, there is no reason to be impolite.

Q

Would you be impolite to a passenger who merely asks for an endorsement?

A

No, sir.

Q

Have you received request for endorsement of tickets before?

A

Often, sir.

Q

What do you do upon receipt of such request for endorsement?

A

I looked at the ticket and checked whether we can get the endorsement and if I can, I would give the endorsement and if I cannot, I will explain why I cannot and I would not be impolite to him.

Where the defendant is not shown to have acted fraudulently or in bad faith in breaching the contract, liability for damages is limited to the natural and probable consequences of the breach of the obligation, and which the parties had foreseen or could reasonably have foreseen. In such a case, liability would not include the payment of moral and exemplary damages. Under Article 2232 of the Civil Code, in a contractual or quasi-contractual relationship, moral or exemplary damages may be awarded only if the defendant had acted in a wanton, fraudulent, reckless, oppressive or malevolent manner.[20]

The trial court's award of actual damages for unrealized profits in the amount of US\$75,000.00, must also be disallowed, private respondent's claim thereto being highly speculative. The realization of profits by respondent Ferry from a real estate development project in Foster City was not a certainty, but depended on a number of factors, foremost of which was his ability to invite investors and to win the bid. Even private respondent himself could only speculate on the amount of profit he might have earned from said transaction:[21]

Q

From this estimated profit of \$687,000.00 if the land were developed, how much would have been your share?

A

Well, I can only speculate on that depending on the fact on how much money I would get in the form of commission. I can only surmise that I could get for at least \$200,000.00 dollars.

Q

If the land would have been developed, how much would be the profit?

A

Based on what was reported to me by Mr. Navarete when the original buyer turned around, maybe million dollar, 550 thousand dollars or 800 thousand, the profit was 200 thousand on the land alone. And I again, speculate my share would be 100 thousand dollars.

Actual or compensatory damages cannot be presumed, but must be duly proved, and proved, with reasonable degree of certainty. A court cannot rely on speculations, conjecture or guesswork as to the fact and amount of damages, but must depend upon competent proof that they have (been) suffered and on evidence of the actual amount thereof." [22]

There is no room to doubt that some species of injury was caused to private respondent because of petitioner airline's failure to endorse his ticket to Cathay Pacific Airways. In the absence of competent proof on the actual damage suffered, private respondent is "entitled to nominal damages -- which, as the law says, is adjudicated in order that a right of the plaintiff, which has been violated or invaded by the defendant, may be vindicated and recognized, and not for the purpose of indemnifying the plaintiff for any loss suffered." [23] We consider the amount of P50,000.00 just and reasonable under the circumstances.

An award of P20,000.00 for and as attorney's fees is likewise just and equitable, private respondent having been compelled to incur expenses to protect his interests.

WHEREFORE, the decision of the Court of Appeals in CA-G.R. CV No. 22494 dated January 29, 1993 is hereby MODIFIED by the deletion of the awards of actual, moral and exemplary damages, as well as the interest thereon. Petitioner Lufthansa German Airlines is hereby ORDERED to pay private respondent Don Ferry the amount of P50,000.00 as nominal damages and the amount of P20,000.00 as and for attorney's fees. No pronouncement as to costs.

SO ORDERED.

Regalado, Puno, and Mendoza, JJ., concur.

[1] Entitled "Don M. Ferry, Plaintiff-Appellee v. Lufthansa German Airlines, Defendant-Appellant;" CA decision written by Associate Justice Jainal D. Rasul, concurred in by Associate Justices Emeterio C. Cui and Pacita Canizares-Nye.

[2] Decision rendered by Hon. Job B. Madayag.

[3] Rollo, pp. 62-65 (CA Decision).

[4] Raffled in due course to Branch 145, presided over by Hon. Job Madayag.

[5] *Peo. v. Caldito*, 182 SCRA 66, citing *Peo v Liston*, G.R. No. 63393, Nov. 15, 1989.

[6] RTC Decision, RTC Records, p. 33

[7] RTC Decision, citing Francisco, Revised Rules of Court, Vol. VII (Part II), pp 602--603, fn 224

[8] *De Santos v. Concepcion, et al.*, G.R. No. L-11068, April 30, 1958, cited in Francisco. *The Revised Rules of Court*, 1964, p. 1083.

[9] *Tapalla v. Court of Appeals*, 222 SCRA 825, 829; *Asia Brewery, Inc. v. Court of Appeals*, 224 SCRA 437, 443.

[10] *Philippine Airlines, Inc. v. Ramos*, G.R. No. 92740, March 23, 1992.

[11] Exhibit "B" ("1)," Records, p. 17

[12] TSN, Aug. 26, 1987, pp. 18-22

[13]Id., pp. 44-46

[14] Id., pp. 49-52.

[15] TSN, July 31, 1987, pp. 43-45.

[16] Id., p. 18.

[17] Id., pp. 45-46; italics supplied

[18] TSN, Feb. 17, 1987, pp. 38-42.

[19] TSN, Oct. 1, 1987, pp. 18-20.

[20] China Airlines Ltd. v. Court of Appeals, 211 SCRA 987, citing China Airlines Ltd. v. I.A.C., 169 SCRA 226 (1989); Sabena Belgian World Airlines v. Court of Appeals, 171 SCRA 620 (1989); Necesito, et al. v. Paras, et al., 104 Phil. 75 (1958).

[21] TSN, April 24, 1987, pp. 52-53.

[22] Dichoso v. Court of Appeals, 192 SCRA 169 (1990), citing Dee Hua Liong Electric Corporation v. Reyes, 145 SCRA 713

[23] Alitalia v. I.A.C., 192 SCRA 9 (1990)

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.