

EDNA DIAGO LHUILLIER, PETITIONER, VS. BRITISH AIRWAYS, RESPONDENT.

G.R. No. 171092. March 15, 2010

Ponente: DEL CASTILLO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-171092/>

DEL CASTILLO, J.:

Jurisdictio est potestas de publico introducta cum necessitate juris dicendi. Jurisdiction is a power introduced for the public good, on account of the necessity of dispensing justice.[1]

Factual Antecedents

On April 28, 2005, petitioner Edna Diago Lhuillier filed a Complaint[2] for damages against respondent British Airways before the Regional Trial Court (RTC) of Makati City. She alleged that on February 28, 2005, she took respondent's flight 548 from London, United Kingdom to Rome, Italy. Once on board, she allegedly requested Julian Halliday (Halliday), one of the respondent's flight attendants, to assist her in placing her hand-carried luggage in the overhead bin. However, Halliday allegedly refused to help and assist her, and even sarcastically remarked that "If I were to help all 300 passengers in this flight, I would have a broken back!"

Petitioner further alleged that when the plane was about to land in Rome, Italy, another flight attendant, Nickolas Kerrigan (Kerrigan), singled her out from among all the passengers in the business class section to lecture on plane safety. Allegedly, Kerrigan made her appear to the other passengers to be ignorant, uneducated, stupid, and in need of lecturing on the safety rules and regulations of the plane. Affronted, petitioner assured Kerrigan that she knew the plane's safety regulations being a frequent traveler. Thereupon, Kerrigan allegedly thrust his face a mere few centimeters away from that of the petitioner and menacingly told her that "We don't like your attitude."

Upon arrival in Rome, petitioner complained to respondent's ground manager and demanded an apology. However, the latter declared that the flight stewards were "only doing their job."

Thus, petitioner filed the complaint for damages, praying that respondent be ordered to pay P5 million as moral damages, P2 million as nominal damages, P1 million as exemplary damages, P300,000.00 as attorney's fees, P200,000.00 as litigation expenses, and cost of the suit.

On May 16, 2005, summons, together with a copy of the complaint, was served on the respondent through Violeta Echevarria, General Manager of Euro-Philippine Airline Services, Inc.[3]

On May 30, 2005, respondent, by way of special appearance through counsel, filed a Motion to Dismiss[4] on grounds of lack of jurisdiction over the case and over the person of the respondent. Respondent alleged that only the courts of London, United Kingdom or Rome, Italy, have jurisdiction over the complaint for damages pursuant to the Warsaw Convention,[5] Article 28(1) of which provides:

An action for damages must be brought at the option of the plaintiff, either before the court of domicile of the carrier or his principal place of business, or where he has a place of business through which the contract has been made, or before the court of the place of destination.

Thus, since a) respondent is domiciled in London; b) respondent's principal place of business is in London; c) petitioner bought her ticket in Italy (through Jeepney Travel S.A.S, in Rome);[6] and d) Rome, Italy is petitioner's place of destination, then it follows that the complaint should only be filed in the proper courts of London, United Kingdom or Rome, Italy.

Likewise, it was alleged that the case must be dismissed for lack of jurisdiction over the person of the respondent because the summons was erroneously served on Euro-Philippine Airline Services, Inc. which is not its resident agent in the Philippines.

On June 3, 2005, the trial court issued an Order requiring herein petitioner to file her Comment/Opposition on the Motion to Dismiss within 10 days from notice thereof, and for respondent to file a Reply thereon.[7] Instead of filing a Comment/Opposition, petitioner filed on June 27, 2005, an Urgent Ex-Parte Motion to Admit Formal Amendment to the Complaint and Issuance of Alias Summons.[8] Petitioner alleged that upon verification with the Securities and Exchange Commission, she found out that the resident agent of respondent in the Philippines is Alonzo Q. Ancheta. Subsequently, on September 9, 2005, petitioner filed a Motion to Resolve Pending Incident and Opposition to Motion to Dismiss.[9]

Ruling of the Regional Trial Court

On October 14, 2005, the RTC of Makati City, Branch 132, issued an Order[10] granting respondent's Motion to Dismiss. It ruled that:

The Court sympathizes with the alleged ill-treatment suffered by the plaintiff. However, our Courts have to apply the principles of international law, and are bound by treaty stipulations entered into by the Philippines which form part of the law of the land. One of this is the Warsaw Convention. Being a signatory thereto, the Philippines adheres to its stipulations and is bound by its provisions including the place where actions involving damages to plaintiff is to be instituted, as provided for under Article 28(1) thereof. The Court finds no justifiable reason to deviate from the indicated limitations as it will only run counter to the provisions of the Warsaw Convention. Said adherence is in consonance with the comity of nations and deviation from it can only be effected through proper denunciation as enunciated in the Santos case (ibid). Since the Philippines is not the place of domicile of the defendant nor is it the principal place of business, our courts are thus divested of jurisdiction over cases for damages. Neither was plaintiff's ticket issued in this country nor was her destination Manila but Rome in Italy. It bears stressing however, that referral to the court of proper jurisdiction does not constitute constructive denial of plaintiff's right to have access to our courts since the Warsaw Convention itself provided for jurisdiction over cases arising from international transportation. Said treaty stipulations must be complied with in good faith following the time honored principle of *pacta sunt servanda*.

The resolution of the propriety of service of summons is rendered moot by the Court's want of jurisdiction over the instant case.

WHEREFORE, premises considered, the present Motion to Dismiss is hereby GRANTED and this case is hereby ordered DISMISSED.

Petitioner filed a Motion for Reconsideration but the motion was denied in an Order[11] dated January 4, 2006.

Petitioner now comes directly before us on a Petition for Review on Certiorari on pure questions of law, raising the following issues:

Issues

- WHETHER X X X PHILIPPINE COURTS HAVE JURISDICTION OVER A TORTIOUS CONDUCT COMMITTED AGAINST A FILIPINO CITIZEN AND RESIDENT BY AIRLINE PERSONNEL OF A FOREIGN CARRIER TRAVELLING BEYOND THE TERRITORIAL LIMIT OF ANY FOREIGN

COUNTRY; AND THUS IS OUTSIDE THE AMBIT OF THE WARSAW CONVENTION.

- WHETHER x x x RESPONDENT AIR CARRIER OF PASSENGERS, IN FILING ITS MOTION TO DISMISS BASED ON LACK OF JURISDICTION OVER THE SUBJECT MATTER OF THE CASE AND OVER ITS PERSON MAY BE DEEMED AS HAVING IN FACT AND IN LAW SUBMITTED ITSELF TO THE JURISDICTION OF THE LOWER COURT, ESPECIALLY SO, WHEN THE VERY LAWYER ARGUING FOR IT IS HIMSELF THE RESIDENT AGENT OF THE CARRIER.

Petitioner's Arguments

Petitioner argues that her cause of action arose not from the contract of carriage, but from the tortious conduct committed by airline personnel of respondent in violation of the provisions of the Civil Code on Human Relations. Since her cause of action was not predicated on the contract of carriage, petitioner asserts that she has the option to pursue this case in this jurisdiction pursuant to Philippine laws.

Respondent's Arguments

In contrast, respondent maintains that petitioner's claim for damages fell within the ambit of Article 28(1) of the Warsaw Convention. As such, the same can only be filed before the courts of London, United Kingdom or Rome, Italy.

Our Ruling

The petition is without merit.

The Warsaw Convention has the force and effect of law in this country.

It is settled that the Warsaw Convention has the force and effect of law in this country. In *Santos III v. Northwest Orient Airlines*,^[12] we held that:

The Republic of the Philippines is a party to the Convention for the Unification of Certain Rules Relating to International Transportation by Air, otherwise known as the Warsaw Convention. It took effect on February 13, 1933. The Convention was concurred in by the Senate, through its Resolution No. 19, on May 16, 1950. The Philippine instrument of accession was signed by President Elpidio Quirino on October 13, 1950, and was deposited with the Polish government on November 9, 1950. The Convention became applicable to the Philippines on February 9, 1951. On September 23, 1955, President Ramon Magsaysay issued Proclamation No. 201, declaring our formal adherence thereto, "to the end that the same and every article and clause thereof may be observed and fulfilled in good faith by the Republic of the Philippines and the citizens thereof."

The Convention is thus a treaty commitment voluntarily assumed by the Philippine government and, as such, has the force and effect of law in this country.^[13]

The Warsaw Convention applies because the air travel, where the alleged tortious conduct occurred, was between the United Kingdom and Italy, which are both signatories to the Warsaw Convention.

Article 1 of the Warsaw Convention provides:

- This Convention applies to all international carriage of persons, luggage or goods performed by aircraft for reward. It applies equally to gratuitous carriage by aircraft performed by an air transport undertaking.
- For the purposes of this Convention the expression "international carriage" means any carriage in which,

according to the contract made by the parties, the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated either within the territories of two High Contracting Parties, or within the territory of a single High Contracting Party, if there is an agreed stopping place within a territory subject to the sovereignty, suzerainty, mandate or authority of another Power, even though that Power is not a party to this Convention. A carriage without such an agreed stopping place between territories subject to the sovereignty, suzerainty, mandate or authority of the same High Contracting Party is not deemed to be international for the purposes of this Convention. (Emphasis supplied)

Thus, when the place of departure and the place of destination in a contract of carriage are situated within the territories of two High Contracting Parties, said carriage is deemed an "international carriage". The High Contracting Parties referred to herein were the signatories to the Warsaw Convention and those which subsequently adhered to it.[14]

In the case at bench, petitioner's place of departure was London, United Kingdom while her place of destination was Rome, Italy.[15] Both the United Kingdom[16] and Italy[17] signed and ratified the Warsaw Convention. As such, the transport of the petitioner is deemed to be an "international carriage" within the contemplation of the Warsaw Convention.

Since the Warsaw Convention applies in the instant case, then the jurisdiction over the subject matter of the action is governed by the provisions of the Warsaw Convention.

Under Article 28(1) of the Warsaw Convention, the plaintiff may bring the action for damages before -

- the court where the carrier is domiciled;
- the court where the carrier has its principal place of business;
- the court where the carrier has an establishment by which the contract has been made; or
- the court of the place of destination.

In this case, it is not disputed that respondent is a British corporation domiciled in London, United Kingdom with London as its principal place of business. Hence, under the first and second jurisdictional rules, the petitioner may bring her case before the courts of London in the United Kingdom. In the passenger ticket and baggage check presented by both the petitioner and respondent, it appears that the ticket was issued in Rome, Italy. Consequently, under the third jurisdictional rule, the petitioner has the option to bring her case before the courts of Rome in Italy. Finally, both the petitioner and respondent aver that the place of destination is Rome, Italy, which is properly designated given the routing presented in the said passenger ticket and baggage check. Accordingly, petitioner may bring her action before the courts of Rome, Italy. We thus find that the RTC of Makati correctly ruled that it does not have jurisdiction over the case filed by the petitioner.

Santos III v. Northwest Orient Airlines[18] applies in this case.

Petitioner contends that Santos III v. Northwest Orient Airlines[19] cited by the trial court is inapplicable to the present controversy since the facts thereof are not similar with the instant case.

We are not persuaded.

In Santos III v. Northwest Orient Airlines,[20] Augusto Santos III, a resident of the Philippines, purchased a ticket

from Northwest Orient Airlines in San Francisco, for transport between San Francisco and Manila via Tokyo and back to San Francisco. He was wait-listed in the Tokyo to Manila segment of his ticket, despite his prior reservation. Contending that Northwest Orient Airlines acted in bad faith and discriminated against him when it canceled his confirmed reservation and gave his seat to someone who had no better right to it, Augusto Santos III sued the carrier for damages before the RTC. Northwest Orient Airlines moved to dismiss the complaint on ground of lack of jurisdiction citing Article 28(1) of the Warsaw Convention. The trial court granted the motion which ruling was affirmed by the Court of Appeals. When the case was brought before us, we denied the petition holding that under Article 28(1) of the Warsaw Convention, Augusto Santos III must prosecute his claim in the United States, that place being the (1) domicile of the Northwest Orient Airlines; (2) principal office of the carrier; (3) place where contract had been made (San Francisco); and (4) place of destination (San Francisco).[21]

We further held that Article 28(1) of the Warsaw Convention is jurisdictional in character. Thus:

A number of reasons tends to support the characterization of Article 28(1) as a jurisdiction and not a venue provision. First, the wording of Article 32, which indicates the places where the action for damages "must" be brought, underscores the mandatory nature of Article 28(1). Second, this characterization is consistent with one of the objectives of the Convention, which is to "regulate in a uniform manner the conditions of international transportation by air." Third, the Convention does not contain any provision prescribing rules of jurisdiction other than Article 28(1), which means that the phrase "rules as to jurisdiction" used in Article 32 must refer only to Article 28(1). In fact, the last sentence of Article 32 specifically deals with the exclusive enumeration in Article 28(1) as "jurisdictions," which, as such, cannot be left to the will of the parties regardless of the time when the damage occurred.

x x x x

In other words, where the matter is governed by the Warsaw Convention, jurisdiction takes on a dual concept. Jurisdiction in the international sense must be established in accordance with Article 28(1) of the Warsaw Convention, following which the jurisdiction of a particular court must be established pursuant to the applicable domestic law. Only after the question of which court has jurisdiction is determined will the issue of venue be taken up. This second question shall be governed by the law of the court to which the case is submitted.[22]

Contrary to the contention of petitioner, Santos III v. Northwest Orient Airlines[23] is analogous to the instant case because (1) the domicile of respondent is London, United Kingdom;[24] (2) the principal office of respondent airline is likewise in London, United Kingdom;[25] (3) the ticket was purchased in Rome, Italy;[26] and (4) the place of destination is Rome, Italy.[27] In addition, petitioner based her complaint on Article 2176[28] of the Civil Code on quasi-delict and Articles 19[29] and 21[30] of the Civil Code on Human Relations. In Santos III v. Northwest Orient Airlines,[31] Augusto Santos III similarly posited that Article 28 (1) of the Warsaw Convention did not apply if the action is based on tort. Hence, contrary to the contention of the petitioner, the factual setting of Santos III v. Northwest Orient Airlines[32] and the instant case are parallel on the material points.

Tortious conduct as ground for the petitioner's complaint is within the purview of the Warsaw Convention.

Petitioner contends that in Santos III v. Northwest Orient Airlines,[33] the cause of action was based on a breach of contract while her cause of action arose from the tortious conduct of the airline personnel and violation of the Civil Code provisions on Human Relations.[34] In addition, she claims that our pronouncement in Santos III v. Northwest Orient Airlines[35] that "the allegation of willful misconduct resulting in a tort is insufficient to

exclude the case from the comprehension of the Warsaw Convention," is more of an obiter dictum rather than the ratio decidendi.[36] She maintains that the fact that said acts occurred aboard a plane is merely incidental, if not irrelevant.[37]

We disagree with the position taken by the petitioner. Black defines obiter dictum as "an opinion entirely unnecessary for the decision of the case" and thus "are not binding as precedent." [38] In *Santos III v. Northwest Orient Airlines*, [39] Augusto Santos III categorically put in issue the applicability of Article 28(1) of the Warsaw Convention if the action is based on tort.

In the said case, we held that the allegation of willful misconduct resulting in a tort is insufficient to exclude the case from the realm of the Warsaw Convention. In fact, our ruling that a cause of action based on tort did not bring the case outside the sphere of the Warsaw Convention was our ratio decidendi in disposing of the specific issue presented by *Augusto Santos III*. Clearly, the contention of the herein petitioner that the said ruling is an obiter dictum is without basis.

Relevant to this particular issue is the case of *Carey v. United Airlines*, [40] where the passenger filed an action against the airline arising from an incident involving the former and the airline's flight attendant during an international flight resulting to a heated exchange which included insults and profanity. The United States Court of Appeals (9[th] Circuit) held that the "passenger's action against the airline carrier arising from alleged confrontational incident between passenger and flight attendant on international flight was governed exclusively by the Warsaw Convention, even though the incident allegedly involved intentional misconduct by the flight attendant." [41]

In *Bloom v. Alaska Airlines*, [42] the passenger brought nine causes of action against the airline in the state court, arising from a confrontation with the flight attendant during an international flight to Mexico. The United States Court of Appeals (9[th] Circuit) held that the "Warsaw Convention governs actions arising from international air travel and provides the exclusive remedy for conduct which falls within its provisions." It further held that the said Convention "created no exception for an injury suffered as a result of intentional conduct" [43] which in that case involved a claim for intentional infliction of emotional distress.

It is thus settled that allegations of tortious conduct committed against an airline passenger during the course of the international carriage do not bring the case outside the ambit of the Warsaw Convention.

Respondent, in seeking remedies from the trial court through special appearance of counsel, is not deemed to have voluntarily submitted itself to the jurisdiction of the trial court.

Petitioner argues that respondent has effectively submitted itself to the jurisdiction of the trial court when the latter stated in its Comment/Opposition to the Motion for Reconsideration that "Defendant [is at a loss] x x x how the plaintiff arrived at her erroneous impression that it is/was Euro-Philippines Airlines Services, Inc. that has been making a special appearance since x x x British Airways x x x has been clearly specifying in all the pleadings that it has filed with this Honorable Court that it is the one making a special appearance." [44]

In refuting the contention of petitioner, respondent cited *La Naval Drug Corporation v. Court of Appeals* [45] where we held that even if a party "challenges the jurisdiction of the court over his person, as by reason of absence or defective service of summons, and he also invokes other grounds for the dismissal of the action under Rule 16, he is not deemed to be in estoppel or to have waived his objection to the jurisdiction over his person." [46]

This issue has been squarely passed upon in the recent case of *Garcia v. Sandiganbayan*,^[47] where we reiterated our ruling in *La Naval Drug Corporation v. Court of Appeals*^[48] and elucidated thus:

Special Appearance to Question a Court's Jurisdiction Is Not
Voluntary Appearance

The second sentence of Sec. 20, Rule 14 of the Revised Rules of Civil Procedure clearly provides:

Sec. 20. Voluntary appearance. - The defendant's voluntary appearance in the action shall be equivalent to service of summons. The inclusion in a motion to dismiss of other grounds aside from lack of jurisdiction over the person of the defendant shall not be deemed a voluntary appearance.

Thus, a defendant who files a motion to dismiss, assailing the jurisdiction of the court over his person, together with other grounds raised therein, is not deemed to have appeared voluntarily before the court. What the rule on voluntary appearance - the first sentence of the above-quoted rule - means is that the voluntary appearance of the defendant in court is without qualification, in which case he is deemed to have waived his defense of lack of jurisdiction over his person due to improper service of summons.

The pleadings filed by petitioner in the subject forfeiture cases, however, do not show that she voluntarily appeared without qualification. Petitioner filed the following pleadings in Forfeiture I: (a) motion to dismiss; (b) motion for reconsideration and/or to admit answer; (c) second motion for reconsideration; (d) motion to consolidate forfeiture case with plunder case; and (e) motion to dismiss and/or to quash Forfeiture I. And in Forfeiture II: (a) motion to dismiss and/or to quash Forfeiture II; and (b) motion for partial reconsideration.

The foregoing pleadings, particularly the motions to dismiss, were filed by petitioner solely for special appearance with the purpose of challenging the jurisdiction of the SB over her person and that of her three children. Petitioner asserts therein that SB did not acquire jurisdiction over her person and of her three children for lack of valid service of summons through improvident substituted service of summons in both Forfeiture I and Forfeiture II. This stance the petitioner never abandoned when she filed her motions for reconsideration, even with a prayer to admit their attached Answer Ex Abundante Ad Cautelam dated January 22, 2005 setting forth affirmative defenses with a claim for damages. And the other subsequent pleadings, likewise, did not abandon her stance and defense of lack of jurisdiction due to improper substituted services of summons in the forfeiture cases. Evidently, from the foregoing Sec. 20, Rule 14 of the 1997 Revised Rules on Civil Procedure, petitioner and her sons did not voluntarily appear before the SB constitutive of or equivalent to service of summons.

Moreover, the leading *La Naval Drug Corp. v. Court of Appeals* applies to the instant case. Said case elucidates the current view in our jurisdiction that a special appearance before the court--challenging its jurisdiction over the person through a motion to dismiss even if the movant invokes other grounds--is not tantamount to estoppel or a waiver by the movant of his objection to jurisdiction over his person; and such is not constitutive of a voluntary submission to the jurisdiction of the court.

Thus, it cannot be said that petitioner and her three children voluntarily appeared before the SB to cure the defective substituted services of summons. They are, therefore, not estopped from questioning the jurisdiction of the SB over their persons nor are they deemed to have waived such defense of lack of jurisdiction. Consequently, there being no valid substituted services of summons made, the SB did not acquire jurisdiction over the persons of petitioner and her children. And perforce, the proceedings in the subject forfeiture cases, insofar as petitioner and her three children are concerned, are null and void for lack of jurisdiction. (Emphasis supplied)

In this case, the special appearance of the counsel of respondent in filing the Motion to Dismiss and other pleadings before the trial court cannot be deemed to be voluntary submission to the jurisdiction of the said trial

court. We hence disagree with the contention of the petitioner and rule that there was no voluntary appearance before the trial court that could constitute estoppel or a waiver of respondent's objection to jurisdiction over its person.

WHEREFORE, the petition is DENIED. The October 14, 2005 Order of the Regional Trial Court of Makati City, Branch 132, dismissing the complaint for lack of jurisdiction, is AFFIRMED.

SO ORDERED.

Carpio, (Chairperson), Brion, Abad, and Perez, JJ., concur.

[1] 50 C.J.S. 1089.

[2] Records, pp. 1-5.

[3] Id. at 11.

[4] Id. at 12-16.

[5] Convention for the Unification of Certain Rules Relating To International Transportation by Air, signed at Warsaw on October 12, 1929.

[6] Records, p. 8.

[7] Id. at 21

[8] Id. at 25-27.

[9] Id. at 37-41.

[10] Id. at 56-57; penned by Judge Rommel O. Baybay. Emphasis in the original text.

[11] Id. at 75.

[12] G.R. No. 101538, June 23, 1992, 210 SCRA 256.

[13] Id. at 260-261.

[14] Mapa v. Court of Appeals, 341 Phil. 281, 295 (1997).

[15] Rollo, pp. 155-157.

[16] The United Kingdom signed the Warsaw Convention on October 12, 1929 and ratified the same on February 14, 1933. The Convention became effective in the United Kingdom on March 15, 1933.

[17] Italy signed the Warsaw Convention on October 12, 1929 and ratified the same on February 14, 1933. The Convention became effective in Italy on May 15, 1933.

[18] Supra note 12.

[19] Id.

[20] Id.

[21] In said case, we distinguished between a "destination" and an "agreed stopping place." We held that:

Article 1(2) also draws a distinction between a "destination" and an "agreed stopping place." It is the "destination" and not an "agreed stopping place" that controls for purposes of ascertaining jurisdiction under the Convention.

The contract is a single undivided operation, beginning with the place of departure and ending with the ultimate destination. The use of the singular in the expression indicates the understanding of the parties to the Convention that every contract of carriage has one place of departure and one place of destination. An intermediate place where the carriage may be broken is not regarded as a "place of destination." *Id.* at 270-271.

[22] *Id.* at 266-267.

[23] *Id.*

[24] Rollo, p. 139.

[25] *Id.*

[26] *Id.* at 174.

[27] *Id.* at 155-157.

[28] Article 2176. Whoever by act or omission causes damage to another, there being fault or negligence, is obliged to pay for the damage done. Such fault or negligence, if there is no pre-existing contractual relation between the parties, is called a quasi-delict and is governed by provisions of this Chapter.

[29] Article 19. Every person must, in the exercise of his rights and in the performance of his duties, act with justice, give everyone his due and observe honesty and good faith.

[30] Article 21. Any person, who willfully causes loss or injury to another in a manner that is contrary to morals, good customs or public policy shall compensate the latter for the damage.

[31] *Supra* note 12.

[32] *Id.*

[33] *Id.*

[34] Rollo, pp. 159 and 162.

[35] *Supra* note 12.

[36] Rollo, p. 159.

[37] *Id.* at 162.

[38] Black's Law Dictionary, 6th ed., 1990.

[39] *Supra* note 12.

[40] 255 F.3d 1044.

[41] *Id.*

[42] 36 Fed. Appx. 278, 2002 WL 1136727 (C.A. 9).

[43] *Id.*

[44] Rollo, p. 169.

[45] G.R. No. 103200, August 31, 1994, 236 SCRA 78.

[46] Id. at 89.

[47] G.R. No. 170122, October 12, 2009.

[48] 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.