

CALTEX (PHILIPPINES), INC., PETITIONER, VS. COURT OF APPEALS AND SECURITY BANK AND TRUST COMPANY, RESPONDENTS.

G.R. No. 97753. August 10, 1992

Ponente: REGALADO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-97753/>

REGALADO, J.:

This petition for review on certiorari impugns and seeks the reversal of the decision promulgated by respondent court on March 8, 1991 in CA-G.R. CV No. 23615[1] affirming, with modifications, the earlier decision of the Regional Trial Court of Manila, Branch XLII,[2] which dismissed the complaint filed therein by herein petitioner against private respondent bank.

The undisputed background of this case, as found by the court a quo and adopted by respondent court, appears of record:

"1. On various dates, defendant, a commercial banking institution, through its Sucat Branch issued 280 certificates of time deposit (CTDs) in favor of one Angel dela Cruz who deposited with herein defendant the aggregate amount of P1,120,000.00, as follows: (Joint Partial Stipulation of Facts and Statement of Issues, Original Records, p. 207; Defendant's Exhibits 1 to 280):

C T D

Dates

C T D

Serial Nos.

Quantity

Amount

22 Feb. 82

26 Feb. 82

2 Mar. 82

4 Mar. 82

5 Mar. 82

5 Mar. 82

5 Mar. 82

8 Mar. 82

9 Mar. 82

9 Mar. 82

9 Mar. 82

90101 to 90120

74602 to 74691

74701 to 74740

90127 to 90146

74797 to 94800

89965 to 89986

70147 to 90150

90001 to 90020

90023 to 90050

89991 to 90000

90251 to 90272

Total

20

90

40

20

4

22

4

20

28

10

22

280

P 80,000

360,000

160,000

80,000

16,000

88,000

16,000

80,000

112,000

40,000

88,000

P 1,120,000

"2. Angel dela Cruz delivered the said certificates of time deposit (CTDs) to herein plaintiff in connection with his purchase of fuel products from the latter (Original Record, p. 208).

"3. Sometime in March 1982, Angel dela Cruz informed Mr. Timoteo Tiangco, the Sucat Branch Manager, that he lost all the certificates of time deposit in dispute. Mr. Tiangco advised said depositor to execute and submit a notarized Affidavit of Loss, as required by defendant bank's procedure, if he desired replacement of said lost CTDs (TSN, February 9, 1987, pp. 48-50).

"4. On March 18, 1982, Angel dela Cruz executed and delivered to defendant bank the required Affidavit of Loss (Defendant's Exhibit 281). On the basis of said affidavit of loss, 280 replacement CTDs were issued in favor of said depositor (Defendant's Exhibits 282-561).

"5. On March 25, 1982, Angel dela Cruz negotiated and obtained a loan from defendant bank in the amount of Eight Hundred Seventy Five Thousand Pesos (P875,000.00). On the same date, said depositor executed a notarized Deed of Assignment of Time Deposit (Exhibit 562) which stated, among others, that he (dela Cruz) surrenders to defendant bank 'full control of the indicated time deposits from and after date' of the assignment and further authorizes said bank to pre-terminate, set-off and 'apply the said time deposits to the payment of whatever amount or amounts may be due' on the loan upon its maturity (TSN, February 9, 1987, pp. 60-62).

"6. Sometime in November, 1982, Mr. Aranas, Credit Manager of plaintiff Caltex (Phils.) Inc., went to the defendant bank's Sucat branch and presented for verification the CTDs declared lost by Angel dela Cruz alleging that the same were delivered to herein plaintiff 'as security for purchases made with Caltex Philippines, Inc.' by said depositor (TSN, February 9, 1987, pp. 54-68).

"7. On November 26, 1982, defendant received a letter (Defendant's Exhibit 563) from herein plaintiff formally informing it of its possession of the CTDs in question and of its decision to pre-terminate the same.

"8. On December 8, 1982, plaintiff was requested by herein defendant to furnish the former 'a copy of the document evidencing the guarantee agreement with Mr. Angel dela Cruz' as well as 'the details of Mr. Angel dela Cruz' obligations against which' plaintiff proposed to apply the time deposits (Defendant's Exhibit 564).

"9. No copy of the requested documents was furnished herein defendant.

"10. Accordingly, defendant bank rejected the plaintiff's demand and claim for payment of the value of the CTDs in a letter dated February 7, 1983 (Defendant's Exhibit 566).

"11. In April 1983, the loan of Angel dela Cruz with the defendant bank matured and fell due and on August 5, 1983, the latter set-off and applied the time deposits in question to the payment of the matured loan (TSN, February 9, 1987, pp. 130-131).

"12. In view of the foregoing, plaintiff filed the instant complaint, praying that defendant bank be ordered to pay it the aggregate value of the certificates of time deposit of P1,120,000.00 plus accrued interest and compounded interest therein at 16% per annum, moral and exemplary damages as well as attorney's fees.

"After trial, the court a quo rendered its decision dismissing the instant complaint."[3]

On appeal, as earlier stated, respondent court affirmed the lower court's dismissal of the complaint, hence this petition wherein petitioner faults respondent court in ruling (1) that the subject certificates of deposit are non-negotiable despite being clearly negotiable instruments; (2) that petitioner did not become a holder in due course of the said certificates of deposit; and (3) in disregarding the pertinent provisions of the Code of Commerce relating to lost instruments payable to bearer.[4]

The instant petition is bereft of merit.

A sample text of the certificates of time deposit is reproduced below to provide a better understanding of the issues involved in this recourse.

"SECURITY BANK

AND TRUST COMPANY No. 90101

6778 Ayala Ave., Makati

Metro Manila, Philippines

SUCAT OFFICE P 4,000.00

CERTIFICATE OF DEPOSIT

Rate 16 %

Date of Maturity FEB 23 1984 FEB 22 1982,19__

This is to Certify that _____ B E A R E R _____ has deposited in this Bank

SECURITY BANK

the sum of PESOS: FOUR THOUSAND ONLY. SUCAT OFFICE P4,000 & 00 CTS Pesos,

Philippine Currency, repayable to said depositor __731 das.__ after date, upon presentation

and surrender of this certificate, with interest at the rate of __16%__ per cent per annum.

_____(Sgd. Illigible)_____(Sgd. Illigible)_____

AUTHORIZED SIGNATURES"[5]

Respondent court ruled that the CTDs in question are non-negotiable instruments, rationalizing as follows:

"x x x While it may be true that the word 'bearer' appears rather boldly in the CTDs issued, it is important to note that after the word 'BEARER' stamped on the space provided supposedly for the name of the depositor, the words 'has deposited' a certain amount follows. The document further provides that the amount deposited shall be 'repayable to said depositor' on the period indicated. Therefore, the text of the instrument(s) themselves manifest with clarity that they are payable, not to whoever purports to be the 'bearer' but only to the specified person indicated therein, the depositor. In effect, the appellee bank acknowledges its depositor Angel dela Cruz as the person who made the deposit and further engages itself to pay said depositor the amount indicated thereon at the stipulated date."[6]

We disagree with these findings and conclusions, and hereby hold that the CTDs in question are negotiable instruments. Section 1 of Act No. 2031, otherwise known as the Negotiable Instruments Law, enumerates the requisites for an instrument to become negotiable, viz:

- "(a) It must be in writing and signed by the maker or drawer;
- (b) Must contain an unconditional promise or order to pay a sum certain in money;
- (c) Must be payable on demand, or at a fixed or determinable future time;
- (d) Must be payable to order or to bearer; and
- (e) Where the instrument is addressed to a drawee, he must be named or otherwise indicated therein with reasonable certainty."

The CTDs in question undoubtedly meet the requirements of the law for negotiability. The parties' bone of contention is with regard to requisite (d) set forth above. It is noted that Mr. Timoteo P. Tiangco, Security Bank's Branch Manager way back in 1982, testified in open court that the depositor referred to in the CTDs is no other than Mr. Angel de la Cruz.

x x x

"Atty. Calida:

q In other words Mr. Witness, you are saying that per books of the bank, the depositor referred (sic) in these certificates states that it was Angel dela Cruz?

witness:

a Yes, your Honor, and we have the record to show that Angel dela Cruz was the one who cause (sic) the amount.

Atty. Calida:

q And no other person or entity or company, Mr. Witness?

witness:

a None, your Honor."[7]

x x x

"Atty. Calida:

q Mr. Witness, who is the depositor identified in all of these certificates of time deposit insofar as the bank is concerned?

witness:

a Angel dela Cruz is the depositor."[8]

x x x

On this score, the accepted rule is that the negotiability or non-negotiability of an instrument is determined from the writing, that is, from the face of the instrument itself.[9] In the construction of a bill or note, the intention of the parties is to control, if it can be legally ascertained.[10] While the writing may be read in the light of surrounding circumstances in order to more perfectly understand the intent and meaning of the parties, yet as they

have constituted the writing to be the only outward and visible expression of their meaning, no other words are to be added to it or substituted in its stead. The duty of the court in such case is to ascertain, not what the parties may have secretly intended as contradistinguished from what their words express, but what is the meaning of the words they have used. What the parties meant must be determined by what they said.[11]

Contrary to what respondent court held, the CTDs are negotiable instruments. The documents provide that the amounts deposited shall be repayable to the depositor. And who, according to the document, is the depositor? It is the "bearer." The documents do not say that the depositor is Angel de la Cruz and that the amounts deposited are repayable specifically to him. Rather, the amounts are to be repayable to the bearer of the documents or, for that matter, whosoever may be the bearer at the time of presentment.

If it was really the intention of respondent bank to pay the amount to Angel de la Cruz only, it could have with facility so expressed that fact in clear and categorical terms in the documents, instead of having the word "BEARER" stamped on the space provided for the name of the depositor in each CTD. On the wordings of the documents, therefore, the amounts deposited are repayable to whoever may be the bearer thereof. Thus, petitioner's aforesaid witness merely declared that Angel de la Cruz is the depositor "insofar as the bank is concerned," but obviously other parties not privy to the transaction between them would not be in a position to know that the depositor is not the bearer stated in the CTDs. Hence, the situation would require any party dealing with the CTDs to go behind the plain import of what is written thereon to unravel the agreement of the parties thereto through facts aliunde. This need for resort to extrinsic evidence is what is sought to be avoided by the Negotiable Instruments Law and calls for the application of the elementary rule that the interpretation of obscure words or Stipulations in a contract shall not favor the party who caused the obscurity.[12]

The next query is whether petitioner can rightfully recover on the CTDs. This time, the answer is in the negative. The records reveal that Angel de la Cruz, whom petitioner chose not to implead in this suit for reasons of its own, delivered the CTDs amounting to P1,120,000.00 to petitioner without informing respondent bank thereof at any time. Unfortunately for petitioner, although the CTDs are bearer instruments, a valid negotiation thereof for the true purpose and agreement between it and De la Cruz, as ultimately ascertained, requires both delivery and indorsement. For, although petitioner seeks to deflect this fact, the CTDs were in reality delivered to it as a security for De la Cruz' purchases of its fuel products. Any doubt as to whether the CTDs were delivered as payment for the fuel products or as a security has been dissipated and resolved in favor of the latter by petitioner's own authorized and responsible representative himself.

In a letter dated November 26, 1982 addressed to respondent Security Bank, J. Q. Aranas, Jr., Caltex Credit Manager, wrote: "x x x These certificates of deposit were negotiated to us by Mr. Angel dela Cruz to guarantee his purchases of fuel products" (Underscoring ours.)[13] This admission is conclusive upon petitioner, its protestations notwithstanding. Under the doctrine of estoppel, an admission or representation is rendered conclusive upon the person making it, and cannot be denied or disproved as against the person relying thereon.[14] A party may not go back on his own acts and representations to the prejudice of the other party who relied upon them.[15] In the law of evidence, whenever a party has, by his own declaration, act, or omission, intentionally and deliberately led another to believe a particular thing true, and to act upon such belief, he cannot, in any litigation arising out of such declaration, act, or omission, be permitted to falsify it.[16]

If it were true that the CTDs were delivered as payment and not as security, petitioner's, credit manager could have easily said so, instead of using the words "to guarantee" in the letter aforequoted. Besides, when respondent bank, as defendant in the court below, moved for a bill of particulars therein[17] praying, among others, that petitioner, as plaintiff, be required to aver with sufficient definiteness or particularity (a) the due date or dates of payment of the alleged indebtedness of Angel de la Cruz to plaintiff and (b) whether or not it issued a receipt

showing that the CTDs were delivered to it by De la Cruz as payment of the latter's alleged indebtedness to it, plaintiff corporation opposed the motion.[18] Had it produced the receipt prayed for, it could have proved, if such truly was the fact, that the CTDs were delivered as payment and not as security. Having opposed the motion, petitioner now labors under the presumption that evidence willfully suppressed would be adverse if produced.[19]

Under the foregoing circumstances, this disquisition in *Integrated Realty Corporation, et al. vs. Philippine National Bank, et al.*[20] is apropos:

"x x x Adverting again to the Court's pronouncements in *Lopez, supra*, we quote therefrom:

'The character of the transaction between the parties is to be determined by their intention, regardless of what language was used or what the form of the transfer was. If it was intended to secure the payment of money, it must be construed as a pledge; but if there was some other intention, it is not a pledge. However, even though a transfer, if regarded by itself, appears to have been absolute, its object and character might still be qualified and explained by contemporaneous writing declaring it to have been a deposit of the property as collateral security. It has been said that a transfer of property by the debtor to a creditor, even if sufficient on its face to make an absolute conveyance, should be treated as a pledge if the debt continues in existence and is not discharged by the transfer, and that accordingly the use of the terms ordinarily importing conveyance of absolute ownership will not be given that effect in such a transaction if they are also commonly used in pledges and mortgages and therefore do not unqualifiedly indicate a transfer of absolute ownership, in the absence of clear and unambiguous language or other circumstances excluding an intent to pledge.'"

Petitioner's insistence that the CTDs were negotiated to it begs the question. Under the Negotiable Instruments Law, an instrument is negotiated when it is transferred from one person to another in such a manner as to constitute the transferee the holder thereof,[21] and a holder may be the payee or indorsee of a bill or note, who is in possession of it, or the bearer thereof.[22] In the present case, however, there was no negotiation in the sense of a transfer of the legal title to the CTDs in favor of petitioner in which situation, for obvious reasons, mere delivery of the bearer CTDs would have sufficed. Here, the delivery thereof only as security for the purchases of Angel de la Cruz (and we even disregard the fact that the amount involved was not disclosed) could at the most constitute petitioner only as a holder for value by reason of his lien. Accordingly, a negotiation for such purpose cannot be effected by mere delivery of the instrument since, necessarily, the terms thereof and the subsequent disposition of such security, in the event of non-payment of the principal obligation, must be contractually provided for.

The pertinent law on this point is that where the holder has a lien on the instrument arising from contract, he is deemed a holder for value to the extent of his lien.[23] As such holder of collateral security, he would be a pledgee but the requirements therefor and the effects thereof, not being provided for by the Negotiable Instruments Law, shall be governed by the Civil Code provisions on pledge of incorporeal rights,[24] which ineptively provide:

"Art. 2095. Incorporeal rights, evidenced by negotiable instruments, x x x may also be pledged. The instrument proving the right pledged shall be delivered to the creditor, and if negotiable, must be indorsed."

"Art. 2096. A pledge shall not take effect against third persons if a description of the thing pledged and the date of the pledge do not appear in a public instrument."

Aside from the fact that the CTDs were only delivered but not indorsed, the factual findings of respondent court quoted at the start of this opinion show that petitioner failed to produce any document evidencing any contract of pledge or guarantee agreement between it and Angel de la Cruz.[25] Consequently, the mere delivery of the CTDs did not legally vest in petitioner any right effective against and binding upon respondent bank. The requirement under Article 2096 aforementioned is not a mere rule of adjective law prescribing the mode whereby proof may

be made of the date of a pledge contract, but a rule of substantive law prescribing a condition without which the execution of a pledge contract cannot affect third persons adversely.[26]

On the other hand, the assignment of the CTDs made by Angel de la Cruz in favor of respondent bank was embodied in a public instrument.[27] With regard to this other mode of transfer, the Civil Code specifically declares:

"Art. 1625. An assignment of credit, right or action shall produce no effect as against third persons, unless it appears in a public instrument, or the instrument is recorded in the Registry of Property in case the assignment involves real property."

Respondent bank duly complied with this statutory requirement. Contrarily, petitioner, whether as purchaser, assignee or lienholder of the CTDs, neither proved the amount of its credit or the extent of its lien nor the execution of any public instrument which could affect or bind private respondent. Necessarily, therefore, as between petitioner and respondent bank, the latter has definitely the better right over the CTDs in question.

Finally, petitioner faults respondent court for refusing to delve into the question of whether or not private respondent observed the requirements of the law in the case of lost negotiable instruments and the issuance of replacement certificates therefor, on the ground that petitioner failed to raise that issue in the lower court.[28]

On this matter, we uphold respondent court's finding that the aspect of alleged negligence of private respondent was not included in the stipulation of the parties and in the statement of issues submitted by them to the trial court.[29] The issues agreed upon by them for resolution in this case are:

- "1. Whether or not the CTDs as worded are negotiable instruments.
2. Whether or not defendant could legally apply the amount covered by the CTDs against the depositor's loan by virtue of the assignment (Annex 'C').
3. Whether or not there was legal compensation or set off involving the amount covered by the CTDs and the depositor's outstanding account with defendant, if any.
4. Whether or not plaintiff could compel defendant to preterminate the CTDs before the maturity date provided therein.
5. Whether or not plaintiff is entitled to the proceeds of the CTDs.
6. Whether or not the parties can recover damages, attorney's fees and litigation expenses from each other."

As respondent court correctly observed, with appropriate citation of some doctrinal authorities, the foregoing enumeration does not include the issue of negligence on the part of respondent bank. An issue raised for the first time on appeal and not raised timely in the proceedings in the lower court is barred by estoppel.[30] Questions raised on appeal must be within the issues framed by the parties and, consequently, issues not raised in the trial court cannot be raised for the first time on appeal.[31]

Pre-trial is primarily intended to make certain that all issues necessary to the disposition of a case are properly raised. Thus, to obviate the element of surprise, parties are expected to disclose at a pre-trial conference all issues of law and fact which they intend to raise at the trial, except such as may involve privileged or impeaching matters. The determination of issues at a pre-trial conference bars the consideration of other questions on appeal.[32]

To accept petitioner's suggestion that respondent bank's supposed negligence may be considered encompassed by the issues on its right to preterminate and receive the proceeds of the CTDs would be tantamount to saying that

petitioner could raise on appeal any issue. We agree with private respondent that the broad ultimate issue of petitioner's entitlement to the proceeds of the questioned certificates can be premised on a multitude of other legal reasons and causes of action, of which respondent bank's supposed negligence is only one. Hence, petitioner's submission, if accepted, would render a pre-trial delimitation of issues a useless exercise.[33]

Still, even assuming *arguendo* that said issue of negligence was raised in the court below, petitioner still cannot have the odds in its favor. A close scrutiny of the provisions of the Code of Commerce laying down the rules to be followed in case of lost instruments payable to bearer, which it invokes, will reveal that said provisions, even assuming their applicability to the CTDs in the case at bar, are merely permissive and not mandatory. The very first article cited by petitioner speaks for itself:

"Art. 548. The dispossessed owner, no matter for what cause it may be, may apply to the judge or court of competent jurisdiction, asking that the principal, interest or dividends due or about to become due, be not paid a third person, as well as in order to prevent the ownership of the instrument that a duplicate be issued him." (Emphases ours.)

x x x

The use of the word "may" in said provision shows that it is not mandatory but discretionary on the part of the "dispossessed owner" to apply to the judge or court of competent jurisdiction for the issuance of a duplicate of the lost instrument. Where the provision reads "may," this word shows that it is not mandatory but discretionary.[34] The word "may" is usually permissive, not mandatory.[35] It is an auxiliary verb indicating liberty, opportunity, permission and possibility.[36]

Moreover, as correctly analyzed by private respondent,[37] Articles 548 to 558 of the Code of Commerce, on which petitioner seeks to anchor respondent bank's supposed negligence, merely established, on the one hand, a right of recourse in favor of a dispossessed owner or holder of a bearer instrument so that he may obtain a duplicate of the same, and, on the other, an option in favor of the party liable thereon who, for some valid ground, may elect to refuse to issue a replacement of the instrument. Significantly, none of the provisions cited by petitioner categorically restricts or prohibits the issuance a duplicate or replacement instrument sans compliance with the procedure outlined therein, and none establishes a mandatory precedent requirement therefor.

WHEREFORE, on the modified premises above set forth, the petition is DENIED and the appealed decision is hereby AFFIRMED.

SO ORDERED.

Narvasa, C.J., (Chairman), Padilla, and Nocon, JJ., concur.

[1] Per Justice Segundino G. Chua, with the concurrence of Justices Santiago M. Kapunan and Luis L. Victor.

[2] Judge Ramon Mabutas, Jr., presiding; Rollo, 64-88.

[3] Rollo, 24-26.

[4] *Ibid.*, 12.

[5] Exhibit A, Documentary Evidence for the Plaintiff, 8.

[6] Rollo, 28.

[7] TSN, February 9, 1987, 46-47.

- [8] Ibid., id., 152-153.
- [9] 11 Am. Jur. 2d, Bills and Notes, 79.
- [10] Ibid.; 86.
- [11] Ibid., 87-88.
- [12] Art. 1377, Civil Code.
- [13] Exhibit 563, Documentary Evidence for the Defendant, 442: Original Record, 211.
- [14] Panay Electric Co., Inc. vs. Court of Appeals, et al., 174 SCRA 500 (1989).
- [15] Philippine National Bank vs. Intermediate Appellate Court, et al., 189 SCRA 680 (1990).
- [16] Section 2(a), Rule 131, Rules of Court.
- [17] Original Record, 152.
- [18] Ibid., 154.
- [19] Section 3(e), Rule 131, Rules of Court.
- [20] 174 SCRA 295 (1989), jointly decided with Overseas Bank of Manila vs. Court of Appeals, et al., G.R. No. 60907.
- [21] Sec. 30, Act No. 2031.
- [22] Sec. 191, id.
- [23] Sec. 27, id.; see also Art. 2118, Civil Code.
- [24] Commentaries and Jurisprudence on the Philippine Commercial Laws, T. C. Martin, 1985 Rev. Ed., Vol. I, 134; Art. 18, Civil Code; Sec. 196, Act No. 2031.
- [25] Rollo, 25.
- [26] Tec Bi & Co. vs. Chartered Bank of India, Australia and China, 41 Phil 596 (1916); Ocejo, Perez & Co. vs. The International Banking Corporation, 37 Phil. 631 (1918); Te Pate vs. Ingersoll, 43 Phil. 394 (1922).
- [27] Rollo, 25.
- [28] Ibid., 15.
- [29] Joint Partial Stipulation of Facts and Statement of Issues, dated November 27, 1984; Original Record, 209.
- [30] Mejorada vs. Municipal Council of Dipolog, 52 SCRA 451 (1973).
- [31] Sec. 18, Rule 46, Rules of Court; Garcia, et al. vs. Court of Appeals, et al., 102 SCRA 597 (1981); Matienzo vs. Servidad, 107 SCRA 276 (1981); Aguinaldo Industries Corporation, etc. vs. Commissioner of Internal Revenue, et al., 112 SCRA 136 (1982); Dulos Realty & Development Corporation vs. Court of Appeals, et al., 157 SCRA 425 (1988).
- [32] Bergado vs. Court of Appeals, et al., 173 SCRA 497 (1989).
- [33] Rollo, 58.
- [34] U.S. vs. Sanchez, 13 Phil. 336 (1909); Capati vs. Ocampo, 113 SCRA 794 (1982).

[35] Luna vs. Abaya, 86 Phil. 472 (1950).

[36] Philippine Law Dictionary, F. B. Moreno, Third Edition, 590.

[37] Rollo, 59.

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.