THE HEIRS OF BALTAZAR R. RAPACON, PLAINTIFFS-APPELLANTS, VS. JOSIE VAQUILAR RAPACON, DEFENDANT-APPELLEE.

Ponente: CASTILLO, M., J.

Read online (full-text search, related cases, audio case brief): https://batas.org/library/0adf0ec0bb78/

CASTILLO, M., J.:

Before this Court is an appeal from the September 28, 2009 Decision[1] of the Regional Trial Court of Vigan City, Ilocos Sur, Branch 21, dismissing plaintiffs-appellants' complaint for annulment of deeds and reconveyance.

The facts, as culled from the record of the case, are as follows:

On October 23, 2001, Baltazar R. Rapacon filed a Complaint for Annulment of Deeds and Reconveyance with Prayer for Preliminary Injunction and Temporary Restraining Order[2] against defendant-appellee Josie Vaquilar Rapacon before the Regional Trial Court of Vigan City, Ilocos Sur, Branch 21, docketed as Civil Case No. 5658-V.

The plaintiff alleged that he was the owner of two (2) parcels of land. One was located at Pantay Daya, Vigan, Ilocos Sur with an area of 1.6570 hectares and covered by Tax Declaration No. 24-007475-A.[3] The other was located at Ayusan Norte, Vigan, Ilocos Sur with an area of 5,010 square meters and covered by Tax Declaration No. 10-002993-A.[4] Plaintiff had been bedridden for almost a year at the time of the filing of the complaint and had only completed the 5[th] year of elementary education. He also had failing eyesight for several years already, seeing only shadows and relying on the representations of people he trusted on matters concerning written documents.

On or about August 2, 2001, Julito Rapacon, a nephew of the plaintiff, told the latter that he had to affix his thumbmark to a document in order for him to claim the death benefits of his (plaintiff) late brother, Eutiquio Rapacon. Julito Rapacon then held the hand of the plaintiff and affixed the latter's thumbmark to a document. On August 3, 2001, plaintiff's son, Mario Rapacon (the husband of the defendant), died of cancer of the tongue, a disease that he had long been suffering from. Not long after the interment of Mario Rapacon, the plaintiff was fetched by his other son, Buenaventura Rapacon, and the latter's father-in-law. During that time, the defendant admitted to Buenaventura that she took the money of the plaintiff that amounted to P50,000.00.

The plaintiff later learned from Buenaventura that the documents to which Julito Rapacon made him affix his thumbmark were actually deeds of transfer of the subject two parcels of land in favor of plaintiff's son, Mario Rapacon, both dated August 2, 2001.[5] The plaintiff averred that he never had any intention of selling the parcels of land to his late son Mario Rapacon, who by then was already on the brink of death. They never even talked with each other about any sale whatsoever. Moreover, no amount of money was ever given to him by the late Mario Rapacon as payment for the said parcels of land. The plaintiff claimed that the defendant and Julito Rapacon took advantage of his lack of education and that the former made fraudulent misrepresentations to enable the defendant to usurp the lots which he owned.

Plaintiff also averred that he did not even appear before the Notary Public who notarized the deeds of transfer of the lots. He maintained that the defendant resorted to machinations in order to ensure that she had an inheritance

since she and her husband did not have any children. Due to such machinations, the defendant was able to have the lots declared in the name of the late Mario Rapacon.[6] Plaintiff stated that he and his two other sons asked the defendant to return the documents of sale to the plaintiff for the purpose of rescinding them as the said documents were procured fraudulently. However, the defendant refused and instead filed partition proceedings of the estate of her late husband, Mario Rapacon, to be able to get hold of the subject lots. Finally, plaintiff alleged that his consent to the sale was vitiated by fraud and mistake. Thus, the contracts of sale were void and that no valid transfer of right could proceed therefrom in favor of the late Mario Rapacon.

In her Answer with Counterclaim,[7] the defendant countered in essence that she occupied the subject lots as a valid vendee under legal and just deeds of sale. The deeds, in all respects, were valid and legal, having been entered into by a person of sound mind. Moreover, the plaintiff was duly assisted by his educated son, Buenaventura, who witnessed the execution (thumbmarking) of the document by the plaintiff without any protest from the latter regarding any covert, misleading or deceptive representation allegedly employed by the defendant. Finally, the defendant denied having taken the sum of P50,000.00 from the plaintiff, contending that with the latter's dwindling condition, it was highly impossible that he kept large sums of money in his body in a strange place (the house of the defendant and her husband, Mario Rapacon).

During the trial, plaintiff Baltazar Rapacon presented himself, his sons, Buenventura and Nerio, and her daughter-in-law, Luz Rapacon, as witnesses. We summarize the pertinent portions of their respective testimonies as follows:

Plaintiff, who was strapped to a wheelchair when he testified, averred that he has been bedridden for a long time, could not move around and could not see. He claimed that he owned the two parcels of land subject of the case. He denied having executed the questioned deeds of sale, stressing that he never sold the subject parcels of land to anybody. He denied knowing the Notary Public, Atty. Roman Mario Panem, nor appearing before him for the alleged notarization of the deeds of sale. When confronted with his thumbmarks on the documents, he explained that one time, his nephew, Julito Rapacon, came to him and asked him to sign some documents. Julito told him that his thumbmarks on the documents were necessary for the claiming of the death benefits of plaintiff's brother, Eutiquio Rapacon. Julito then pulled his hand and affixed his thumbmarks on the documents. The plaintiff stressed that he never sold the lots to his son, Mario, nor did he talk with the latter about the sale of the said properties. He also averred that he never received any money from Mario or from the defendant as proceeds of the alleged sale. In fact, the spouses (Mario and the defendant) even took his money in the amount of P50,000.00.[8]

Nerio Rapacon testified that he was one of the sons of the plaintiff, Baltazar Rapacon. He claimed that his father told him that he (the plaintiff) was made to affix his thumbmark to a document the contents of which were not explained to him. His father then was bedridden and had poor eyesight. He had been in such state for about two and one half (2 ½) years. On August 2, 2001, his father was then residing at the house of his brother, Mario, and the latter's wife, defendant Josie Rapacon, in Bannuar, San Juan, Ilocos Sur. His father had been staying in the said house for about eight (8) months, although all of them had been providing support for their father. For his part, he was giving his father monthly support of P1,500.00, sometimes P2,000.00. The witness also stated that Mario died of cancer of the tongue on August 3, 2001. Prior to his brother's death, he would sometimes speak with the defendant and ask her if she had money for the treatment and operation of Mario. They eventually took their father from the house of the defendant after the burial of Mario and brought him to his house. It was after the death of Mario that he and his other brother, Buenaventura, had a misunderstanding with their sister-in-law, defendant Josie Rapacon. When they took his father from the house of the defendant, the latter uttered to them many bad words that “even dogs could not eat.” Their misunderstanding arose from the defendant's attempt to deprive them of their father's properties by misleading them that the latter had already sold the said properties to

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

her. Finally, the witness averred that while his father was staying with the defendant, the former had about P47,000.00 in cash in his possession. When they took their father away from defendant's house, however, the money was gone and the defendant herself told them that she took the money.[9]

Buenaventura Rapacon testified on how his signatures were affixed to the subject deeds of sale. He explained that on the night of August 2, 2001, his cousin, Julito Rapacon, came to his house in Pantay Daya, Vigan City. He had just come from his farm in Busiling Norte, San Ildefonso, Ilocos Sur. Julito wanted him to sign some documents which Julito explained to him as the admission slip for his brother's (Mario) admission to the hospital. He was not able to read anymore the contents of the documents because it was then dark and Julito was in a hurry. Moreover, Julito told him that if he did not sign the documents, his brother, Mario, would not be admitted to the hospital and that he would be responsible if something happened to Mario. Also, he trusted Julito, being the more educated one (Julito was an Engineer while the witness was a high school graduate). Thus, he just looked at the documents without reading their contents. He, however, learned later (during his brother's interment) that the documents he signed were actually deeds of sale purporting to show that his father sold the subject lots to his brother Mario. When asked for the reason why his cousin, Julito, would mislead him into signing the documents, the witness averred that he later learned that the defendant promised Julito one (1) parcel of land located in Pantay Daya, Vigan City, at the northern portion of the subject lot.[10]

Finally, Luz Rapacon, the wife of Nerio Rapacon, essentially testified that prior to his death, Mario Rapacon could no longer talk and that the latter communicated with them only through sign language. She also corroborated the testimonies of her husband and father-in-law that the plaintiff had been for a long time incapacitated and had a failing eyesight.[11]

On the other hand, the defendant presented herself, Julito Rapacon and Atty. Roman Mario Panem as witnesses. The pertinent portions of their respective testimonies are summarized as follows:

Defendant Josie Vaquilar Rapacon testified that the plaintiff was her father-in-law, her husband, Mario Rapacon, being the son of the plaintiff. Her husband died on August 3, 2001. The witness averred that she and her husband bought four parcels of land from the plaintiff, starting in 1994. They paid the purchase price on an installment basis beginning in 1994 and paid the balance on the day of the execution of the subject deeds of sale on August 2, 2001. They paid a total of P40,000.00 to the plaintiff. She explained that the deeds of sale were executed at their house, in the room of the plaintiff near the kitchen. Present during the execution of the documents were herself, her husband, the cousin of her husband, Julito Rapacon, Notary Public Roman Mario Panem, and a barangay official. The witness also explained that her father-in-law was then staying with them because the plaintiff's siblings requested them because nobody else wanted to take care of him. Finally, the witness denied having taken any money from the plaintiff.[12]

Atty. Roman Mario Panem, the defendant's counsel, testified that on August 2, 2001, he was at his office in Vigan City. At 12:00 noon, he went to Bannuar, San Juan, Ilocos Sur to notarize and acknowledge documents executed by one Baltazar Rapacon in the house of spouses Mario and Josie Rapacon. At the said place, Baltazar Rapacon affixed his thumbmarks on the subject documents. Julito Rapacon was also present, and was one of the witnesses to the instruments. Mario Rapacon and his wife, Josie, were also present. The witness admitted, however, that Julito's signature was already affixed to the documents when he notarized and acknowledged them. On cross-examination, the witness admitted that at that time, the plaintiff was already bedridden but could not determine if the latter already had failing eyesight. He stated, however, that he showed the documents to the plaintiff and explained the contents thereof in Ilocano dialect to the latter. He also asked the plaintiff if he voluntarily executed the documents and the latter answered in the affirmative.[13]

Finally, Julito Rapacon essentially testified that he was a witness to the deeds of sale executed by his uncle, Baltazar Rapacon, and affirmed that the latter indeed sold the subject lots to the defendant and her husband. The witness admitted, however, that one of the witnesses to the instruments, Buenaventura Rapacon, was not present during the notarization of the said documents.[14]

On September 28, 2009, the trial court rendered the assailed Decision dismissing the complaint. The trial court ratiocinated that since the subject documents were notarized, they enjoyed a presumption of regularity in their execution. It also found incredible the testimony of the plaintiff, holding that the plaintiff did not categorically declare that the thumbmarks on the subject documents were not his. He merely stated that he affixed his thumbmarks to some documents presented to him by Julito but did not categorically declare that the thumbmarks appearing on the deeds of sale were not those which he affixed on the documents Julito presented to him. Finally, the trial court found unbelievable Buenaventura's assertion that he did not read anymore the documents presented to him by Julito because it was already dark and the latter was in a hurry.

Aggrieved by the above decision, plaintiffs-appellants now come to this Court for relief via the instant appeal, essentially arguing that the late Baltazar Rapacon's thumbmarks on the questioned deeds of sale were procured through fraud, the latter being then unable to read the contents of the said documents.

We find merit in the appeal.

Preliminarily, We note that Baltazar Rapacon died on March 8, 2005,[15] while the case was still pending with the lower court. The record does not show that a formal substitution of the heirs was made by Baltazar Rapacon's (and now plaintiffs-appellants') counsel as plaintiffs in the case despite the lower court's directive.[16] Notwithstanding the absence of a formal substitution of parties, however, jurisdiction was acquired over the heirs of Baltazar Rapacon, namely: Buenaventura and Nerio Rapacon, who voluntarily participated in the proceedings below. Particularly, the said heirs offered their testimonial evidence to support their father's claim. The Supreme Court has ruled that formal substitution of parties is not necessary when the heirs themselves voluntarily appeared, participated, and presented evidence during the proceedings.[17] For the purpose of the instant appeal, therefore, We deem the heirs of Baltazar Rapacon as plaintiffs-appellants in this case in lieu of their deceased father.

Coming now to the merit of the instant case, plaintiffs-appellants essentially argue that the subject deeds of sale are void because Baltazar's thumbmarks on the said documents were obtained through fraud and mistake. They contend that Baltazar could not have read the contents of the said documents and could not have known their nature because he was already blind, paralyzed and bedridden at the time of their execution.

Indeed, it has been sufficiently established that Baltazar Rapacon was already bedridden and had failing eyesight when he affixed his thumbmarks on the questioned documents. When Baltazar took the witness stand, he was strapped to a wheelchair. His vision was smoky, and he could not see the judge, not even the interpreter who was standing just a half meter beside him.[18] His son, Nerio Rapacon, testified that he had been like that for more than two years.[19] Indeed, the defendant-appellee, in her answer, even stated that Baltazar was then bedridden, had a failing eyesight and a dwindling condition.[20] Also, during his testimony, the notary public testified that when he notarized the subject documents, Baltazar was already bedridden.[21] Furthermore, defense witness Julito Rapacon, when asked whether Baltazar was able to read the deeds of sale, testified that the latter could not read.[22] Finally, the trial court even noted as undisputed the fact that Baltazar's advanced age had rendered him unable to take care of himself, and that he could no longer walk by himself.[23]

We thus agree with the plaintiffs-appellants that considering Baltazar's condition when he allegedly executed the subject documents, Article 1332 of the Civil Code should apply to his case. The said provision reads:

> "ART. 1332. When one of the parties is unable to read, or if the contract is in a language not understood by him, and mistake or fraud is alleged, the person enforcing the contract must show that the terms thereof have been fully explained to the former."

In this jurisdiction, the general rule is that he who alleges fraud or mistake in a transaction must substantiate his allegation as the presumption is that a person takes ordinary care of his concerns and that private dealings have been entered into fairly and regularly. The above-cited Article 1332 of the Civil Code provides for an exception to this rule.[24] Under the said article, where a party is unable to read or when the contract is in a language not understood by a party and mistake or fraud is alleged, the obligation to show that the terms of the contract had been fully explained to said party who is unable to read or understand the language of the contract devolves on the party seeking to enforce it.[25] The burden rests upon the party who seeks to enforce the contract to show that the other party fully understood the contents of the document. If he fails to discharge this burden, the presumption of mistake, if not, fraud, stands unrebutted and controlling.[26]

The above provision is intended to protect a party to a contract disadvantaged by illiteracy, ignorance, mental weakness or some other handicap. It contemplates a situation wherein a contract is entered into but the consent of one of the contracting parties is vitiated by mistake or fraud committed by the other.[27] "Thus, in case one of the parties to a contract is unable to read and fraud is alleged, the person enforcing the contract must show that the terms thereof have been fully explained to the former."[28]

The question now is: Was the defendant-appellee, the person enforcing the deeds of sale, able to sufficiently establish that the contents and terms of the deeds of sale had been fully explained to Baltazar Rapacon? We answer in the negative.

During his direct examination, Atty. Roman Mario Panem, the notary public who notarized the deeds of sale, never stated that he explained the contents of the deeds of sale to Baltazar Rapacon. He merely testified in essence that on August 2, 2001, he went to the house of the defendant in Bannuar, San Juan, Ilocos Sur to notarize some documents executed by Baltazar Rapacon and that the latter affixed his thumbmarks to the documents in his (Atty. Panem) presence. It was only during the cross-examination, upon questioning by the plaintiff's counsel whether Baltazar was able to read the documents, that the notary public belatedly averred that he explained the contents of the documents to Baltazar in the Ilocano dialect. We deem, however, that such assertion of Atty. Panem is self-serving. In the first place, Atty. Panem was also the counsel of the defendant-appellee in the proceedings below as well as in the instant appeal. His assertion, therefore, should be taken with a grain of salt. Moreover, as stated above, he never mentioned this material fact during his direct examination. It must be pointed out that Atty. Panem himself conducted the direct examination on himself. Finally, his testimony was never corroborated by the other defense witnesses, Julito Rapacon and defendant-appellee Josie Rapacon. This Court, therefore, holds that the defendant-appellee failed to discharge her burden of proving that the contents of the subject deeds of sale were fully explained to Baltazar Rapacon.

Defendant-appellee cannot rely on – and for this matter, the lower court erred in relying on – the presumption of regularity and due execution of notarized documents. Generally, a notarized document carries the evidentiary weight conferred upon it with respect to its due execution. In addition, documents acknowledged before a notary public have in their favor the presumption of regularity. However, the presumption is not absolute and may be rebutted by clear and convincing evidence to the contrary.[29] The presumption cannot be made to apply in this case because the regularity in the execution of the documents were challenged in the proceedings. Moreover, there were defects in the notarization of the subject documents which, when taken together with the highly questionable circumstances surrounding the execution of the said documents, cast a serious on their due execution and their validity. We shall now dwell on these defects and questionable circumstances.

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

First, the defendant-appellee and her witnesses all testified that the questioned documents were notarized in the former's house in Bannuar, San Juan, Ilocos. However, the documents themselves indicated that they were subscribed, acknowledged and sworn to before the notary public in Vigan City. Moreover, it is not disputed that Buenaventura Rapacon, one of the alleged witnesses to the execution of the said documents, was not present when the notary public notarized them.

But more serious than the said defects are the questionable circumstances surrounding the said documents. First, as already discussed above, the alleged vendor, Baltazar, could not read and was already bedridden at the time of the execution of the said documents. Second, the alleged vendee, Mario Rapacon, was suffering from cancer and, as Atty. Panem himself pointed out (as allegedly revealed to him by the defendant-appellee), was already dying.[30] As a matter of fact, Mario died on August 3, 2001, just a day after the subject documents were allegedly executed on August 2, 2001.

Third, the deeds of sale were never signed by Mario Rapacon, the supposed vendee. While it is not uncommon that a deed of sale may be executed unilaterally by a vendor without the participation of the vendee (consisting in the former's unilateral declaration that for a valuable consideration, he is selling his property to the latter), given the circumstances of the case, Mario should have also signed the documents as proof of his consent and agreement to the sale. We must not lose sight of the basic fact that a deed of sale is a contract of sale, and a contract requires the meeting of two minds.[31] It is the concurrence of the minds of the parties on the object and on the cause which constitutes the contract.[32] In this case, considering his physical and even mental condition at that time, Mario's signature in the deeds of sale was important and necessary as this would have proven his voluntary and knowing consent to the contracts of sale.

Lastly, considering the physical conditions of both the alleged vendor and vendee, We cannot understand why the two other legal heirs, Nerio and Buenventura Rapacon, were not present during the execution and notarization of the subject documents. If the subject documents were indeed honestly and duly executed, good faith, prudence, decency and even caution should have prompted not only the notary public but the defendant-appellee herself to call, if not demand, the presence of these two other heirs of Baltazar. Indeed, this tact would have been more for the interest and protection of the defendant-appellee – if the documents were really duly and genuinely executed.

Clearly, therefore, the presumption of regularity and due execution of notarized documents cannot be applied to the instant case. It has been held that notarization per se is not a guarantee of the validity of the contents of a document.[33] The notarization of the document does not guarantee its validity because it is not the function of the notary public to validate an instrument that was never intended by the parties to have any binding legal effect on them. Neither is the notarization of a document conclusive of the nature of the transaction conferred by the said document, nor is it conclusive of the true agreement of the parties thereto.[34]

At this juncture, We deem it apt to apply to the instant case the pronouncement of the Supreme Court to the effect that in determining whether consent is vitiated by any of the circumstances mentioned in Art. 1330 of the Civil Code (mistake violence, intimidation, undue influence or fraud), courts are given a wide latitude in weighing the facts or circumstances in a given case and in deciding in favor of what they believe actually occurred, considering the age, physical infirmity, intelligence, relationship and the conduct of the parties at the time of making the contract and subsequent thereto, irrespective of whether the contract is in a public or private writing.[35] We likewise take note of Article of 24 of the Civil Code, which provides:

> “ART. 24. In all contractual, property or other relations, when one of the parties is at a disadvantage on account of his moral dependence, ignorance, indigence, mental weakness, tender age or other handicap, the courts must be vigilant for his protection.”

Study hands-free: podcast-style lessons with read-along highlighting - batas.org

Guided by the foregoing pronouncement and provision of law, We, therefore, conclude that in view of the physical condition of Baltazar Rapacon, and in view of the failure of the defendant-appellee to prove by convincing evidence that the contents of the questioned documents were fully explained to the former, Baltazar Rapacon never intended to sell the subject properties to Mario Rapacon. Moreover, considering his sickness at that time, We are also not convinced that Mario Rapacon also consented to such sale. Accordingly, We rule that the questioned deeds of sale are null and void.

WHEREFORE, premises considered, the instant appeal is GRANTED and the September 28, 2009 Decision of the Regional Trial Court of Vigan City, Ilocos Sur, Branch 21, is REVERSED and SET ASIDE. Accordingly, the late Baltazar Rapacon's complaint for annulment of deeds and reconveyance is GRANTED and the questioned Deed of Adjudication with Absolute Sale Over a Portion and Deed of Absolute Sale Over a Portion, both dated August 2, 2001, are DECLARED null and void. The defendant-appellee is DIRECTED to reconvey the subject properties to the heirs of the late Baltazar Rapacon. Finally, the Register of Deeds of the Province of Ilocos Sur and the appropriate government agency are DIRECTED to cancel certificates of title and tax declarations, if any, that may have been issued pursuant to the said deeds of sale.

SO ORDERED.

Lazaro-Javier and Galapate-Laguilles, JJ., concur.

---

[1] Original Record, pp. 456-468.

[2] Id., pp. 1-7.

[3] Id., p. 8.

[4] Id., p. 9.

[5] Id., pp. 10-11.

[6] Id., pp. 12-14.

[7] Id., pp. 182-188.

[8] TSN of Baltazar Rapacon, April 22, 2002.

[9] TSN of Nerio Rapacon, March 27, 2003.

[10] TSN of Buenaventura Rapacon, April 26, 2004.

[11] TSN of Luz Tubera Rapacon, September 29, 2003.

[12] TSN of Josie Vaquilar Rapacon, November 27, 2006, April 16, 2007.

[13] TSN of Atty. Roman Mario Panem, June 20, 2005.

[14] TSN of Julito Rapacon, April 17, 2006.

[15] Original Record, p. 316.

[16] Id., p. 317.

[17] Regional Agrarian Reform Adjudication Board v. Court of Appeals, G.R. No. 165155 (April 13, 2010).

[18] TSN, April 22, 2002, pp. 6-8.

[19] The subject documents were executed on August 2, 2001. Baltazar Rapacon took the witness stand on April 22, 2002.

[20] Paragraphs 7 and 13.5 of the defendant-appellee's Answer with Counterclaim.

[21] TSN, June 20, 2005, p. 18.

[22] TSN, April 17, 2006, p. 20.

[23] Page 2 of the assailed Decision.

[24] Vda. de Ape v. Court of Appeals, 456 SCRA 193, 211 (April 15, 2005).

[25] Mayor v. Belen, 430 SCRA 561, 566 (June 3, 2004).

[26] Ibid.

[27] Leonardo v. Court of Appeals, 438 SCRA 201, 206 (September 13, 2004).

[28] Ibid, p. 207.

[29] Mayor v. Belen, 430 SCRA 561, 567 (June 3, 2004).

[30] TSN, June 20, 2005, p. 20.

[31] Article 1305 of the Civil Code.

[32] Leonardo v. Court of Appeals, 438 SCRA 201, 205 (September 13, 2004).

[33] Mayor v. Belen, 430 SCRA 561, 567 (June 3, 2004).

[34] Salonga v. Concepcion, 470 SCRA 291, 309 (September 20, 2005).

[35] Leonardo v. Court of Appeals, 438 SCRA 201, 207 (September 13, 2004).

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

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.