

**REGALADO TOMAS, REPRESENTED BY MARY JANE TOMAS
GUERZON, PLAINTIFF-APPELLEE, VS. ALEJANDRO CABALTICA AND
EMILY CABALTICA, DEFENDANTS-APPELLANTS.**

Ponente: CRUZ, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/86edb039baaf/>

CRUZ, J.:

THE CASE

This is an appeal under Rule 41 of the Rules of Court seeking to reverse and set aside the Decision dated October 21, 2010[1] of the Regional Trial Court (RTC) of Cabanatuan City, Branch 23 in Civil Case No. 4800-AF. The fallo of the Decision reads:

" xxx xxx xxx

WHEREFORE, judgment is hereby rendered:

1. Ordering the defendants to return/surrender possession over the one (1) hectare portion of the land consisting of 1.7846 hectares located at Sta. Barbara, San Jose (now Ligaya), Llanera, Nueva Ecija, covered by TCT No. NT-39897, to plaintiff upon payment to them by the plaintiff the amount of P103,000.00 and,
2. Dismissing both parties' claim for damages and attorney's fees.

No pronouncement as to costs.

SO ORDERED.

xxx xxx xxx "

THE ANTECEDENTS

On September 20, 2004, Regalado Tomas represented by Mary Jane Tomas Guerzon, as plaintiff, filed a complaint for redemption, specific performance, accounting, liquidation and damages against Alejandro Cabaltica, as defendant, before the Regional Trial Court (RTC), of Cabanatuan City, Branch 23, docketed as Civil Case No. 4800-AF.[2]

Plaintiff alleged the following material facts:

" xxx xxx xxx

3. That sometime on the year 1992 the plaintiff mortgage the above mentioned parcel of land with a total consideration of P103,000.00, with a condition that the net realized harvest shall be applied to the mortgage consideration, considering that the possession was delivered to the defendant and that the premises was principally dedicated with the planting of palay crops, the mortgage was orally agreed upon by the plaintiff Regalado Tomas and defendant;
4. That since 1992 up to the present no accounting and liquidation was made by the defendant despite oral demands, including to vacate the land;

5. That because of the actuations of the defendant, the plaintiff brought the matter to the Barangay Justice, who issued a certification to file action, xxx xxx

6. Because of the actuations of the defendants the plaintiffs were constrained to file the instant case and so doing will incur expenses and damages.[3]

xxx xxx xxx "

Hence, she prayed that the RTC render judgment as follows:

" xxx xxx xxx

- a. A decision be issued by ordering the defendant to deliver the possession of the subject land to the plaintiff;
- b. Ordering the defendant to render an accounting and liquidation of the harvest from 1992 to present and convert it to peso money equivalent and thereafter deduct the amount of P103,000.00 including the legal rate of interest as the mortgage consideration and the remaining excess of the purchase price be delivered to the plaintiff;
- c. Ordering defendant to pay the plaintiff damages and expenses in the amount of P20,000.00.

xxx xxx xxx "

Defendant moved initially for the dismissal of the complaint on the ground of lack of jurisdiction[4] but the same was denied in the Order dated July 4, 2005.[5]

Then, in his Answer,[6] Defendant Alejandro Cabaltica denied the material allegations of the complaint and in his defense, averred, that, since plaintiff seeks for the recovery of possession over one (1) hectare of the total land area of 1.7846 hectares, which has a proportionate assessed value of P18,866.97, Philippine Currency, the action falls within the jurisdiction of the MTC and not the RTC; they have entered into a sale over the subject land with an area of one (1) hectare and have been in possession thereof since 1992 and the amount of consideration is P103,000.00, Philippine Currency; he is the owner of the subject land with an area of one (1) hectare by virtue of a verbal contract of sale entered into by the parties in 1992; plaintiff also seeks to enforce an oral agreement and since more than six (6) years has passed, her cause of action has already prescribed.

On September 14, 2006, plaintiff amended the complaint to implead Emily Cabaltica, the wife of Defendant Alejandro Cabaltica, as one of the defendants.[7] The RTC, in its Order dated October 26, 2006,[8] admitted the Amended Complaint.

In the interim, Regalado Tomas, who died,[9] was substituted by his daughter, Mary Jane Tomas Guerzon.[10]

On October 21, 2010, the RTC rendered a Decision[11] in favor of the plaintiff. According to the RTC, the allegation in the complaint that plaintiff mortgaged the subject land to the defendants on the condition that the net realized harvest shall be deducted to the loan is a mere allegation and cannot be given weight in evidence. In the absence of proof, the allegation is bare and self-serving and defendants cannot be obliged to render an accounting and liquidation in favor of the plaintiff of the fruits/harvest from 1992 to the present. It however found that the arrangement between the parties was one of usufruct because of the following circumstances: (i) the possession over the property was delivered to the defendants to enjoy the fruits of the same, and (ii) the duration is temporary in nature, that is, until the return of the money given by the defendants to the plaintiff. It also held that plaintiff has clearly established ownership over the subject land as evidenced by the TCT No. NT-39897, thus, he has a right to recover the possession of the one (1) hectare portion of the total area of 1.7846 hectares.

Hence, the RTC decreed that:

" xxx xxx xxx

WHEREFORE, judgment is hereby rendered:

1. Ordering the defendants to return/surrender possession over the one (1) hectare portion of the land consisting of 1.7846 hectares located at Sta. Barbara, San Jose (now Ligaya) Llanera, Nueva Ecija, covered by TCT No. NT-39897, to plaintiff upon payment to them by the plaintiff the amount of P103,000.00; and
2. Dismissing both parties' claim for damages and attorney's fees.

No pronouncement as to costs.

SO ORDERED.

xxx xxx xxx "

Aggrieved, defendants filed a Notice of Appeal,[12] which the RTC gave due course in its Order dated January 4, 2011.[13]

THE ASSIGNED ERRORS

Defendants, as appellants before Us, assert the following errors of the RTC, that:

- I. THE HONORABLE COURT A QUO ERRED IN DECLARING THAT A USUFRUCT WAS CONSTITUTED BETWEEN THE PARTIES INSTEAD OF A SALE;
- II. THE COURT A QUO ERRED IN NOT DISMISSING THE CASE AS THE CAUSE OF ACTION HAD PRESCRIBED OR THAT LACHES HAD ATTACHED.

Defendants-appellants, in their Brief,[14] submit that the RTC grossly erred in finding that a usufruct was constituted. They point out that while there is an absence of a written agreement, the following circumstances clearly show their intention which was one of sale, because (1) the possession of the subject land given to them by the late Regalado Tomas in 1993 was in the concept of an owner; (2) in consideration thereof, the amount of P103,000.00, Philippine Currency, was given to the late Regalado Tomas; (3) the subject property was to be subdivided and that the cost of the survey in the amount of P15,000.00 was given on June 10, 1995 by Defendant-Appellant Emily Cabaltica; (4) they have been paying real property taxes over the one (1) hectare portion of the land; (5) plaintiff-appellee cannot execute a deed of sale because the certificate of title was lost; (6) the consideration in the amount of P103,000.00, Philippine Currency, was higher than the market value appearing in the Tax Declaration, i.e. P84,166.55, Philippine Currency; (7) plaintiff-appellee never manifested any intention to return the P103,000.00, Philippine Currency, either by tender of payment or by consignment; and (8) defendants-appellants have introduced improvements on the subject land to make it more productive. Since a sale has been consummated between them, the plaintiff-appellee must be ordered to execute the necessary deed of sale to formally convey the property to them.

They also maintain that the Statute of Frauds is inapplicable in the present case because the verbal contract of sale is already executed or completed arguing that the sale of land, once consummated, is valid regardless of the form it may have been entered into. They add that plaintiff-appellee's cause of action has already prescribed or is barred by laches, hence, the complaint must be dismissed.

On the other hand, plaintiff-appellee, in her Brief,[15] maintains the contrary view and asserts that the RTC is correct. The defendants-appellants have already admitted the transaction between them to be one of loan secured by a real property as shown in the Barangay Confrontation dated July 21, 2002 marked as Exhibit "G", where Defendant-Appellant Emily Cabaltica solicited P50,000.00, Philippine Currency, as "porciento" or "tubo" for the money borrowed from her, hence, the appeal must be dismissed.

OUR RULING

The RTC erred in ruling that
a usufruct was constituted
between the parties

We, based on what appears in the records, are tasked to determine whether the nature of the agreement between the parties' over the subject land is one of loan secured by a mortgage as argued by the plaintiff-appellee or a sale albeit an oral one as claimed by the defendants-appellants.

It is a staid precept that in determining the nature of a contract or agreement, We are not bound by the title or name given by the parties. The decisive factor in evaluating an agreement is the intention of the parties, as shown not necessarily by the terminology used but by all the surrounding circumstances, such as the relative situation of the parties at that time, the attitude, acts, conduct, declarations of the parties, the negotiations between them leading to the agreement, and generally, all pertinent facts having a tendency to fix and determine the real nature of their design and understanding.[16]

The defendants-appellants failed to substantiate their assertion that the subject land was already sold to them by plaintiff-appellee. First, there is a patent absence of any document categorically conveying the subject property from the late Regalado Tomas to defendants-appellants. What they did was to try to prove the sale by testimonial evidence. Pertinent portions of the testimony[17] of Emily Cabaltica, who claimed that she paid the purchase price but admitted that she has no proof of payment reads, viz:

" xxx xxx xxx

Court:

Questions from the Court. Clarification.

Q You said you paid certain downpayment and then installment until you paid the amount of One Hundred Thousand (P100,000.00). Is that your testimony?

A Yes, your honor.

Q Do you have proof, aside from your testimony, like receipts?

A I have no proof, your honor, but our neighbors in our barangay will prove it.

Q You said that you gave these amounts to Regalado Tomas, who actually gave these amounts to Mr. Tomas?

A Sometimes they went over to our house and they took it from me, your honor.

Q And then at the other times, who gave these amounts?

A In so many instances, they were the ones who went to our house and took the payment, your honor.

Q For all those times, you did not write or jot down those amounts in paper or in any other document?

A Because I have trust on them so I trusted them, your honor.

Q So how were you able to keep tract (sic) of these payments until you have said you have paid the total amount of One Hundred Thousand (P100,000.00)?

A I have some written notes but it was not signed by them, sir. (Underscoring Ours)

xxx xxx xxx "

Defendant-Appellant Alejandro Cabaltica also affirmed that there was no receipt issued to them. He even declared

that he does not know how many times his wife, Emily Cabaltica, gave money to the late Regalado Tomas.[18] Then as now, in civil cases, he who alleges a fact has the burden of proving it and mere allegation is not evidence.[19] Testimonial evidence is easy of fabricate. Since there is no documentary evidence on this point, for Us, the foregoing testimony are obviously biased and self-serving.

Second, if indeed a sale really took place, defendants-appellants should have immediately took action to enforce the purported sale but they did not. Defendant-appellant Emily Cabaltica testified that since 1992 up to the present there was no deed of sale executed in their name because the certificate of title was lost.[20] And Defendant-appellant Alejandro Cabaltica admitted that a deed of sale was not executed because he considered the late Regalado Tomas as his parent.[21] It appears that were it not for the filing of the complaint, they would not have bothered to assert their rights under the alleged sale. In short, the purported oral sale was not proven by any credible evidence.

Nonetheless, We find plaintiff-appellee's averment that a loan secured by a mortgage contract was the agreement or transaction between the late Regalado Tomas and defendants-appellants bare. A mortgage is an accessory contract and its validity would depend on the validity of the loan secured by it.[22] In order that a mortgage may be validly constituted, it is indispensable that it appears in a document duly recorded in the Registry of Property.[23] Therefore, the best and primary evidence of the contract of mortgage is an authentic copy thereof with all the formalities required by Article 2125 of the Civil Code, otherwise, the real mortgage is not valid.

It appears that the testimony of Plaintiff-appellee Mary Jane Guerzon was presented to establish the existence and contents of the purported loan secured by real mortgage between the late Regalado Tomas and defendants-appellants. In Our view, this is inadmissible and lacks probative value because Plaintiff-appellee Mary Jane Guerzon was not present when the agreement was made between the late Regalado Tomas and Defendant-Appellant Alejandro Cabaltica, viz:

Court:

Q This mortgage that you are referring to, is it written mortgage or a verbal mortgage?

A Verbal agreement between my father and Alejandrino Cabaltica, Your Honor.

Q When the agreement was made between your father Regalado Tomas and the defendant Alejandro Cabaltica, where were you?

A I was then studying at San Jose High School, Your Honor.[24]

xxx xxx xxx "

Plaintiff-appellee's allegation that the net realized harvest over the subject of land shall be applied to the amount of P100,000.00, Philippine Currency is also unreliable because the supposed terms and conditions of the transaction between her father and defendants-appellants were only relayed to her. Her testimony, on direct examination,[25] would attest to this, viz:

" xxx xxx xxx

Q About these conditions of that verbal mortgage, how did you learn that Mr. Cabaltica should give a portion during harvest time?

A My father and mother told me about that condition, Your Honor.

xxx xxx xxx "

It is clear that the foregoing testimony of Plaintiff-appellee Mary Jane Guerzon is hearsay evidence.[26] Hearsay

evidence, whether objected to or not, has no probative value unless the proponent can show that it falls within the exceptions provided under the rule.[27]

Plaintiff-appellee however admitted in the complaint[28] and during the trial[29] that the late Regalado Tomas is indebted to the defendants-appellants in the amount of P100,000.00 and not P103,000.00, Philippine Currency. Both parties also admitted that, sometime in 1992, an agreement was entered into between them but no written document was executed.[30] These admissions obviously partake the nature of judicial admissions. It is well-settled that judicial admissions, verbal or written, made by the parties in the pleadings or in the course of the trial or other proceedings in the same case are conclusive upon them. No evidence is needed to prove the same and it cannot be contradicted unless it is shown to have been made through palpable mistake or that no such admission was made.[31] The Minutes of the Barangay Confrontation dated July 21, 2002[32] also reveals that Defendant-Appellant Emily Cabaltica, instead of demanding the execution of the deed of conveyance, demanded P50,000.00, Philippine Currency, as "porciento" or "tubo" for the money borrowed from her. And, Defendant-appellant Emily Cabaltica admitted that the amount of P150,000.00, Philippine Currency, was demanded by her as settlement of the dispute.[33] Based on the foregoing admissions and judging their subsequent acts, simple loan is easily discernible.

The RTC however did not err in ordering the plaintiff-appellee to pay the amount of P100,000.00, Philippine Currency, and the defendants-appellants to return and/or surrender the possession over the subject land

The records are bereft of any proof when the amount of P100,000.00, Philippine Currency, borrowed by plaintiff-appellee shall become due and demandable. There is also no demand, judicial or extrajudicial, on the part of the defendants-appellants for the payment of the debt, hence, plaintiff-appellee is not considered in default. It must be stressed that interest shall be imposed only when expressly stipulated in writing.[34] Moreover, only a debtor who is in delay shall be liable for damages,[35] in the form of interest.[36]

Because plaintiff-appellee admitted having an obligation to pay the defendants-appellants the amount of P100,000.00, Philippine Currency, she is obliged to pay the same.[37] This is in consonance with the salutary principle of unjust enrichment,[38] defendants-appellants can therefore recover what plaintiff-appellee owes them.

Furthermore, We, like the RTC, find that the defendants-appellants' right to possess the subject land is inferior to that of plaintiff-appellee. The records reveal that the subject property is still declared in the name of Regalado Tomas.[39] It also appears that the late Regalado Tomas, Plaintiff-appellee Mary Jane Guerzon and her spouse, Joseph Guerzon, continued to pay realty taxes on the subject land from 1990 to 2007 as evidenced by the tax receipts issued in their names.[40] While defendants-appellants adduced realty tax receipts, a cursory examination thereof however reveals that they paid realty tax only on 2007 for an area covering 0.7800 hectare of land[41] and not the subject land with an area one (1) hectare. The realty tax receipts presented by defendants-appellants cannot prevail over the Transfer Certificate of Title No. NT-39897 issued by the Registry of Deeds for Nueva Ecija[42] in the name of Regalado Tomas, who remained to be the registered owner of the subject property.

Jurisprudence teaches that a torrens title is evidence of indefeasible title to property in favor of the person in whose name the title appears. It is conclusive evidence with respect to the ownership of the land described therein.

It is also settled that the titleholder is entitled to all the attributes of ownership of the property, including possession.[43] Guided by the foregoing principle, Regalado Tomas, being the registered owner of the subject property, therefore has the right to enjoy it[44] including the right to exclude others from its enjoyment through proper action against its possessor or holder in order to recover it.[45]

The RTC did not err
in denying damages
and attorney's fees

We sustain the order of the RTC denying damages and attorney's fees. Moral damages may be awarded only in cases when a wrongful act or omission has caused the complainant physical suffering, mental anguish, fright, serious anxiety, besmirched reputation, wounded feelings, moral shock, social humiliation or similar injury.[46] Exemplary damages also cannot be recovered as a matter of right.[47] It is awarded only if one has acted in a wanton, fraudulent, reckless, oppressive or malevolent manner. There is no evidence upon which the defendants-appellants' claim for moral and exemplary damages could be based, hence, such cannot be awarded.

Also, while both parties were compelled to litigate and incur expenses to protect and enforce their claims, these do not justify the award of attorney's fees. Jurisprudence[48] teaches that attorney's fees cannot be recovered as part of damages because of the policy that no premium should be placed on the right to litigate. The power of the court to award attorney's fees under Article 2208 of the Civil Code of the Philippines demands factual, legal, and equitable justification, none of which is present in this case.

WHEREFORE, premises considered, the appeal is DISMISSED. The assailed Decision dated October 21, 2010 of the Regional Trial Court (RTC) of Cabanatuan City, Branch 23 in Civil Case No. 4800-AF is MODIFIED, in that, a new judgment is rendered, viz:

- 1) Declaring that the agreement or transaction between the plaintiff-appellee and defendants-appellants is one of simple loan;
- 2) Ordering the plaintiff-appellee to pay defendants-appellants the debt in the amount of P100,000.00, Philippine Currency;
- 3) Ordering Defendants-Appellants Spouses Alejandro and Emily Cabaltica to surrender possession over the one (1) hectare portion of the land located at Sta. Barbara, San Jose (now Ligaya) Llanera, Nueva Ecija, covered by TCT No. NT-39897, to plaintiff-appellee;
- 4) Dismissing both parties' claim for damages and attorney's fees.

SO ORDERED.

Abdulwahid, (Chairperson), and Barza, JJ., concur.

[1] Penned by Hon. Judge Primo G. Sio, Jr.; Records, pp. 238-246.

[2] Complaint; Ibid., pp. 2-4.

[3] Ibid.

[4] Ibid., pp. 11.

[5] Ibid., pp. 18-19.

[6] Answer; Ibid., pp. 21-23.

- [7] Ibid., pp. 57-58.
- [8] Ibid., p. 64.
- [9] Ibid., p. 86.
- [10] Ibid., pp. 82-83.
- [11] Supra, Note 1.
- [12] Ibid., p. 248.
- [13] Ibid., p. 258.
- [14] Defendants-Appellants' Brief; Rollo, pp. 26-46.
- [15] Plaintiff-Appellee's Brief, Rollo, pp. 49-60.
- [16] Spouses Octavio and Epifania Lorbes vs. Court of Appeals, Ricardo Delos Reyes and Josefina Cruz, G.R. No. 139884, February 15, 2001.
- [17] TSN dated February 14, 2008, pp. 21-22.
- [18] TSN dated September 11, 2008, Cross-examination of Alejandro Cabaltica, pp. 6-8.
- [19] P.R. Cerna Corp. vs. Court of Appeals, G.R. No. 91622, April 6, 1993. citing Rodriguez vs. Valencia, 81 Phil. 787 (1948); Legasca vs. de Vera, 79 Phil. 376 (1947)
- [20] TSN dated April 3, 2008, Cross-examination of Emily Cabaltica, p. 4.
- [21] TSN dated September 11, 2008, Cross-examination of Alejandro Cabaltica, p. 4.
- [22] Naguiat vs. Court of Appeals, G.R. No. 118375, October 3, 2003. citing Filipinas Marble Corp. vs. Intermediate Appellate Court, 226 Phil. 109, 119 (1986).
- [23] Article 2125 of the Civil Code of the Philippines.
- [24] TSN dated September 6, 2007. Direct Testimony of Mary Jane Guerzon, p. 10.
- [25] Ibid., p. 11.
- [26] See Section 36, Rule 130 of the Rules of Court.
- [27] Cristobal vs. Court of Appeals, G.R. No. 124372, March 16, 2000.
- [28] Supra, Note 2.
- [29] TSN dated September 6, 2007, Direct Examination of Mary Jane Guerzon, pp. 7-10.
- [30] TSN dated February 14, 2008, p. 8.
- [31] Section 4, Rule 129 of the Rules of Court.
- [32] Marked as Exhibit "G"; Records, p. 100.
- [33] TSN dated April 3, 2008, Testimony of Emily Cabaltica, p. 9.
- [34] Article 1956 of the Civil Code of the Philippines provides:
- " xxx xxx xxx

Art. 1956. No interest shall be due unless it has been expressly stipulated in writing.

Xxx xxx xxx "

[35] Article 1170 of the Civil Code of the Philippines.

[36] Jurado, Desiderio P., Comments and Jurisprudence on Obligations and Contracts, 11th Revised Edition (2002), p. 64, citing Malayan Insurance Co., Inc. vs. IAC, 146 SCRA 45. See also De Leon, Hector S., Comments and Cases on Credit Transactions, 2002 Ed., p. 45. citing Sentinel Insurance Co., Inc. vs. Court of Appeals, 182 SCRA 517 (1990).

[37] See Articles 1249 and 1955 of the Civil Code of the Philippines.

[38] Article 22 of the Civil Code provides:

" xxx xxx xxx

Art. 11. Every person who through an act of performance by another, or any other means, acquires or comes into possession of something at the expense of the of the latter without just or legal ground, shall return the same to him.

xxx xxx xxx "

[39] Marked as Exhibit "B"; Ibid., p. 94.

[40] See Exhibits "H" to "H-28"; Ibid., pp. 101-130.

[41] Exhibits "3-C" and "3-E".

[42] Exhibit "A"; ibid., p. 93 and Exhibit "1"; Ibid., p. 169.

[43] Tolentino, et. al., vs. Laurel, et.al., G.R. No. 181368, February 22, 2012. Citing Caña v. Evangelical Free Church of the Philippines, G.R. No. 157573, February 11, 2008, 544 SCRA 225, 238. Vda de. Aguilar vs. Spouses Alfaro, G.R. No. 164402, July 5, 2010. citing See Baloloy v. Hular, 481 Phil. 398, 410 (2004). Carvajal v. Court of Appeals, 345 Phil. 582, 594 (1997).

[44] Article 428 of the Civil Code.

[45] Article 429 of the Civil Code.

[46] Article 2217 of the Civil Code of the Philippines.

[47] Article 2233 of the Civil Code of the Philippines.

[48] Francisco vs. Co, G.R. No. 151339, January 31, 2006; See Citibank, N.A. vs. Spouses Cabamongan, G.R. No. 146918, May 2, 2006. citing Country Bankers Insurance Corporation v. Lianga Bay and Community Multi-purpose Cooperative, Inc. G.R. No. 136914, January 25, 2002, 374 SCRA 653, 666; Ibaan Rural Bank, Inc. v. Court of Appeals, G.R. No. 123817, December 17, 1999, 321 SCRA 88, 95. See also Spouses Tan vs. Mandap, G.R. No. 150925, May 27, 2004. citing Orosa v. Court of Appeals, G.R. No. 111080, 5 April 2000, 386 Phil. 94, 105.

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.