

ANGELITO CABALIDA, PETITIONER, V. ATTY. SOLOMON A. LOBRIDO, JR. AND ATTY. DANNY L. PONDEVILLA, RESPONDENTS.

A.C. No. 7972. October 03, 2018

Ponente: LEONARDO-DE CASTRO, CJ.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/a-c-no-7972/>

LEONARDO-DE CASTRO, CJ.:

Before Us is a Petition for Review under Rule 45 of the 1997 Rules of Civil Procedure of the Resolutions issued by the Board of Governors of the Integrated Bar of the Philippines (IBP) dated December 29, 2012[1] and September 27, 2014.[2]

The lone issue to be resolved by this Court is:

"Whether the Board of Governors of the IBP gravely erred in exonerating Respondents despite the commission of acts violative of the Code of Professional Responsibility."[3]

Petitioner Angelito Cabalida (Cabalida) avers to be a high school undergraduate who was drawn into a legal battle over property rights and in the process found himself dealing with two law practitioners herein named respondents Atty. Solomon Lobrido, Jr. and Atty. Danny Pondevilla.

Cabalida believes that he had been wronged by both respondents-lawyers on account of which he lost a piece of real estate property located at Rio Vista Homes, Barangay Tacoling, Bacolod City and covered by Transfer Certificate of Title (TCT) No. T-227214 registered in his name.

The present case, which began as an issue involving land ownership, sales and mortgages, concludes with a reminder to members of the Bar of the proper discharge of their duties in their practice of law. It also covers a proper reading and interpretation of the 1997 Rules of Civil Procedure and a review of a decision of the Board of Governors of the Integrated Bar of the Philippines (IBP-BOG).

This is an opportune time for this Court to articulate, once again, the very essence of principled legal practice based on our Code of Professional Responsibility and the Canons of Professional Ethics to serve as a guide to all legal practitioners.

We proceed with the factual and procedural background of this case.

Civil Case No. 30337 for Ejectment with Damages[4] was instituted before the Municipal Trial Court in Cities (MTCC) of the City of Bacolod, Negros Occidental by Cabalida against Reynaldo Salili (Salili) and Janeph Alpiere (Alpiere). Cabalida alleged in his complaint that he is the owner of a parcel of land, on which a residential property stands, located in Rio Vista Homes Subdivision, Barangay Taculing, Bacolod City, registered under Transfer Certificate Title No. T-227214 in his name. Alan Keleher (Keleher), an Australian national, gifted the property to Cabalida by virtue of their special relationship and they lived therein until they encountered a minor misunderstanding. Cabalida returned to his family residence in Purok Pag-asa, Barangay Estefania, Bacolod City while Keleher continued living in the property. Keleher then hired Alpiere as his house help who would clean the

property every Saturday.

On April 4, 2005, Keleher committed suicide inside the property. Since Keleher had no family in the Philippines, Alpiere, as his house help, was assigned by the Australian Embassy to arrange the disposition of Keleher's body and to sell his personal properties to produce funds for the funeral expenses. Cabalida assisted Alpiere in preparing a memorial for Keleher in Alisbo Funeral Homes. After selling Keleher's personal properties, however, Alpiere kept the proceeds of the sale and failed to return to the funeral homes. Thus, Cabalida bore the obligation of paying Alisbo Funeral Homes in order to finally dispose Keleher's body.

Cabalida thereafter returned to his property to find it locked. He learned that Alpiere bolted the property because Keleher failed to pay him his salary, refusing to open the gates to anyone until he receives proper compensation. Cabalida requested the police and the barangay to assist him in entering his property but they refused to get involved in the absence of a court order. Later, Cabalida learned that Alpiere leased the property to Salili. Cabalida approached Salili and requested him to vacate the property but Salili refused and instead dared Cabalida to institute a civil action.

Aggrieved by the situation, Cabalida filed a complaint for ejectment[5] in the Office of the Lupong Tagapamayapa of Barangay Taculing, Bacolod City on August 12, 2005, but no settlement was reached. On August 19, 2005, Cabalida sent a demand letter[6] to Alpiere and Salili, ordering them to vacate the property and to pay the rent. Since the demand proved futile, Cabalida availed the legal services of herein respondent Atty. Solomon Lobrido (Atty. Lobrido) for purposes of representing him in a civil action for Ejectment against Alpiere and Salili. At the time of said action, Atty. Lobrido was a partner in Ramos, Lapore, Pettiere and Lobrido Law Offices. On September 23, 2005, Lobrido filed Civil Case No. 30337 for Ejectment with Damages against Alpiere and Salili in the MTCC.

For their part, Alpiere and Salili availed the legal services of herein respondent Atty. Danny L. Pondevilla (Atty. Pondevilla), who at the time was a partner in Basiao, Bolivar and Pondevilla Law Office and was concurrently a City Legal Officer (CLO) of Talisay City, Negros Occidental for the years 2004-2007. In their Answer with Counterclaim[7] dated October 10, 2005, Alpiere and Salili stated that Cabalida was merely a dummy of Keleher because the latter cannot register the property under his name. Cabalida had also surrendered his interests over the property when he abandoned Keleher, and turned over the title of the property and the deed of sale for a considerable amount. Alpiere thereafter bought the property for P161,000.00, as evidenced by a deed of sale,[8] and later sold the same to Emma Pondevilla-Dequito (Pondevilla-Dequito), Pondevilla's sister, who leased the property to Salili.

In his Reply to Counterclaim[9] dated October 13, 2005, Cabalida admitted that he left a blank pre-signed deed of sale in Keleher's possession. Keleher and Cabalida allegedly had an understanding that Keleher could dispose the property to a buyer of their choice with or without the presence of Cabalida. Alpiere however stole the deed of sale and falsified it by inserting his name as vendee. Furthermore, it was impossible that Cabalida would have sold the property to Alpiere for P161,000.00 especially that weeks before the alleged sale, they were adversaries in the failed mediation with the barangay.

Civil Case No. 30337 was then set for Preliminary Conference on February 23, 2006 but was reset to May 17, 2006. In between those periods, the parties, with their respective lawyers, Atty. Lobrido and Atty. Pondevilla (respondents for brevity), met for a possible amicable settlement at Atty. Pondevilla's office. In their initial meeting, the parties agreed that the defendants would no longer pursue the case in exchange for P150,000.00.[10] Three days thereafter, Cabalida, unassisted by Atty. Lobrido, returned to Atty. Pondevilla's office to finalize the amicable settlement. Atty. Pondevilla conveyed to Cabalida that his clients decided to increase the amount to

P250,000.00. The new terms were embodied in a Memorandum of Agreement that was prepared by Atty. Pondevilla but it only contained the signatures of Alpiere and Pondevilla-Dequito because Salili wanted to ponder on its terms for two more weeks. Cabalida on the other hand signed the Memorandum of Agreement on the belief that he can sell the property to a prospective buyer who was willing to purchase the same for P1,300,000.00. For the time being, however, Cabalida considered mortgaging his property and thus hired Lydia S. Gela (Gela) and Wilma Palacios (Palacios), real estate brokers, to assist him in the mortgaging process.

Atty. Pondevilla presented the Memorandum of Agreement to the MTCC on May 17, 2006 but moved for the resetting of the Preliminary Conference, which was granted, because Salili has not yet signed the Memorandum of Agreement. The Preliminary Conference was moved to June 14, 2006. On said date however, counsels for both parties requested for the provisional dismissal of Civil Case No. 30337 on the belief that the parties are close to arriving at an amicable settlement.

Cabalida again met with Atty. Pondevilla on June 17, 2006. This time, he was accompanied by his brokers, Gela and Palacios, and by Danilo Flores (Flores), a common friend of Cabalida and Keleher. Atty. Pondevilla entered into a Trust Agreement with Cabalida and his companions as evidenced by a document, entitled Trust Agreement, which was prepared by Atty. Pondevilla on the same day. The Trust Agreement provides that Cabalida, Gela, Palacios and Flores received in trust P250,000.00 from Atty. Pondevilla with the obligation to return the same upon release of the proceeds of the mortgage over the property covered by TCT No. 277214. Upon signing the Trust Agreement, Atty. Pondevilla released TCT No. 277214. In truth there was no money "received in trust."

Cabalida, again unassisted by Atty. Lobrido, returned to Atty. Pondevilla's office on July 2, 2006 to finalize his amicable settlement with Salili and Alpiere. Atty. Pondevilla prepared a new Memorandum of Agreement which contained the same terms as its earlier version but no longer listed Salili as a party or signatory. Nonetheless, Cabalida signed the revised Memorandum of Agreement, which provides:

WITNESSETH:

WHEREAS, [Alpiere and Pondevilla-Dequito] are the holder[s] of the land title of the property described as TCT No. T-227218, located at Bacolod City;

WHEREAS, [Cabalida] filed an ejectment case now pending before Br. 4, of the Municipal Trial Court, Bacolod City against [Alpiere and Pondevilla-Dequito], and [Salili];

NOW THEREFORE, the parties hereto agree to settle the case amicably by the following terms and conditions:

1. [Alpiere and Pondevilla-Dequito] will no longer claim the lot subject of the case and will allow the mortgage of the property by the registered owner ANGELITO CABALIDA and [Alpiere and Pondevilla-Dequito] will turnover possession of the original title.
2. That [Cabalida] will pay [Alpiere and Pondevilla-Dequito] the amount of Two Hundred Fifty Thousand Pesos (P250,000.00) immediately upon execution of this document.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, this 2nd day of July, 2006 at Bacolod City, Philippines.

(signed)

(signed)

JANEPH ALPIERE ANGELITO CABALIDA

(signed)

EMMA L. PONDEVILLA[-DEQUITO][11]

On July 19, 2006, Metropol Lending Corporation (MLC) informed Cabalida that the loan has been released in Philippine National Bank (PNB). Immediately after claiming the loan, Cabalida paid P250,000.00 to Atty. Pondevilla for which Atty. Pondevilla issued a receipt[12] cancelling the trust agreement.

After receipt of P250,000.00 from Cabalida, Atty. Pondevilla submitted the Memorandum of Agreement to the MTCC on August 7, 2006. Simultaneously, Atty. Pondevilla submitted his Ex-parte Manifestation with Motion to Withdraw, with the following averments:

That it is hereby manifested that Angelito Cabalida and Janeph Alpiere already entered into a Memorandum of Agreement to amicably settle the case dated July 2, 2006; x x x.

That it is further manifested that in case the case will be revived against the remaining defendant Reynaldo Salili, he will be withdrawing as his counsel due to conflict of interest as he is already formally joining the law office of the plaintiff.

PRAYER

WHEREFORE, it is respectfully prayed to this Honorable Court to note the manifestation to grant his withdrawal as counsel for the defendant Reynaldo Salili.[13]

In its Decision[14] dated August 17, 2006, the MTCC rendered a judgment in accordance with the terms and conditions that were stipulated in the Memorandum of Agreement after finding that "the Memorandum of Agreement is not contrary to law, morals and public policy."

On September 18, 2006, Atty. Lobrido filed an Ex-parte Motion to Withdraw[15] as Cabalida's counsel stating therein that it was upon Cabalida's request and with his conformity. Atty. Adrian Arellano (Atty. Arellano) filed his Formal Entry of Appearance[16] for Cabalida on the same date and filed a Motion to Amend Decision praying that the order be amended to include Salili as he refused to vacate the property. The pertinent provisions of the motion thus provides:

4. That to buy peace and to facilitate the termination of the case, Plaintiff had mortgaged his aforementioned property in order to produce the amount which he utilized to settle this case with [Alpiere and Pondevilla-Dequito];
5. That [Salili], a lessee of the aforestated disputed property, merely derives his right to lease the property from the alleged right of [Pondevilla-Dequito], whose alleged right is now extinguished because of the settlement she had entered into with the Plaintiff who has now an unquestionable rights over the disputed property;
6. That Defendant Salili has no more leg to stand on [sic] with the settlement of this case with defendant Alpiere and claimant [Pondevilla-Dequito];
7. Henceforth, Defendant Salili should now be ordered to vacate the premises, pay the corresponding rentals from the time he occupied the aforementioned property up to the present, and damages at the discretion of the Honorable Court.[17]

The MTCC issued an Order^[18] on September 25, 2006 stating that the Memorandum of Agreement did not bind Salili because he was not one of its signatories. Hence, Civil Case No. 30337 continued only against Salili until it was ultimately dismissed on January 24, 2008,^[19] when Cabalida failed to appear on time for the Preliminary Conference.

In the meantime, Cabalida was unable to pay off his debt to MLC thus his property was foreclosed and sold in a public auction.

On October 8, 2007, the Regional Trial Court of Bacolod City sent a Notice of Extrajudicial Sale of Real Estate Mortgage^[20] to Cabalida, alleging as follows:

To satisfy the outstanding indebtedness of the Mortgagor ANGELITO CABALIDA of Block 81, Lot 17, Purok Pag-asa, Brgy. Estefania, Bacolod City with the Mortgagee in the amount of SEVEN HUNDRED FIFTY-ONE THOUSAND TWO HUNDRED FIFTY PESOS (P751,250.00), exclusive of interest and other charges, the Mortgagee [Metropol Lending Corp.], through this Office, pursuant to Act 3135, as Amended, will SELL at PUBLIC AUCTION on Nov 08, 2007 at Bacolod City Hall of Justice, between the hours of 10:00 a.m. until 11:00 a.m., whatever rights, interest and participation the Mortgagor has in the real estate mortgaged property with all its improvements.

Cabalida now comes before the Court, through the Office of the Bar Confidant, instituting the present administrative complaint with the allegations that respondents engaged in various unethical acts which caused the loss of his property.

Cabalida asserts in his complaint that respondents colluded to dispossess him of his property. Atty. Pondevilla was already a member of Lobrido's law firm as early as their initial meeting for the amicable settlement of Civil Case No. 30337. In the said meeting, respondents convinced Cabalida that the best course of action for him was to obtain a loan in order to come up with P250,000.00 as payment to Alpiere. This was made even after the respondents learned that Cabalida was in communication with a prospective buyer who was willing to purchase the property for P1,300,000.00. Atty. Pondevilla also withheld the possession of TCT No. T-227214 from Cabalida and placed it in the custody of his office staff until Cabalida's property was mortgaged to MLC. As for the issuance of the Trust Agreement, Cabalida claims that he did not receive P250,000.00 in trust from Atty. Pondevilla.

Cabalida also alleges in his complaint that the loan from the mortgage was distributed as follows: P250,000.00 to Atty. Pondevilla, in view of the Trust Agreement, P86,000.00 to the brokers, P50,000.00 to Atty. Lobrido, P3,000.00 to Atty. Pondevilla's office staff, and an unspecified amount for Atty. Lobrido's appearance fee and for the filing fee.

The complaint also provides that Atty. Lobrido did not assist Cabalida when he entered into the Memorandum of Agreement on July 2, 2006. Atty. Lobrido also made it appear that his withdrawal as counsel was due to Cabalida's insistence when it was Atty. Lobrido himself who advised Cabalida to look for a new counsel as his work was already over.

Thus, Cabalida claims that the unethical acts of respondents clearly violated the Code of Ethics. Respondents took advantage of their knowledge of the law as against him who was not even a high school graduate. He prays that their actions merit disbarment and that they be held liable for damages equivalent to the value of the property lost.

In support of his allegations Cabalida submitted, among others, the Trust Agreement that he entered into with Atty. Pondevilla; the receipt for the cancellation of the Trust Agreement; the Memorandum of Agreement between Alpiere and Cabalida, and the Motions to Withdraw of respondents.

In his Comment[21] filed on January 8, 2009, Atty. Lobrido alleged that Cabalida never declared that the property costs more than P1,000,000.00. Atty. Lobrido also denies that Atty. Pondevilla joined his law firm as early as the initial meeting for the amicable settlement of Civil Case No. 30337 and that the main reason for their meeting was to enter into a compromise, as encouraged by the courts.

Atty. Lobrido also avers that he was not consulted nor was a privy to the Memorandum of Agreement. He learned of the Memorandum of Agreement only after it was submitted to the MTCC, when Cabalida complained of the excessive rates of the brokers. It was at this time that he reminded Cabalida of his unpaid acceptance fee of P15,000.00, and not P50,000.00, which he deems fair and reasonable. Finally, Atty. Lobrido states that Cabalida consented to his withdrawal as counsel because it was for reasons of propriety since Atty. Pondevilla was about to join their law firm. Atty. Lobrido has not kept track of the case thereafter.

On the other hand, Atty. Pondevilla professes in his Comment,[22] filed on January 8, 2009, that the idea of mortgaging the property came from Cabalida and his brokers. As to the circumstances surrounding the Memorandum of Agreement, Atty. Pondevilla avers that Cabalida fully understood its contents and that it has been notarized by another lawyer. Atty. Pondevilla also alleged that Alpiere complied with his obligations as stated in the Memorandum of Agreement, and that the fault lies with Cabalida and Atty. Arellano when they failed to immediately act on the decision of the MTCC. Finally, Atty. Pondevilla claims that he joined Atty. Lobrido's law office only after he withdrew as counsel of Alpiere and Salili.

In a Resolution[23] dated February 4, 2009, the Court referred the administrative case to the Integrated Bar of the Philippines (IBP) for investigation, report, and recommendation or decision.

The IBP Commission on Bar Discipline set the case for mandatory conference on April 17, 2009. Flores appeared as a representative of Cabalida stating that Cabalida cannot appear because he was looking for a lawyer who can assist him in the administrative case. Respondents however appeared in their own behalf. In his Order[24] dated April 17, 2009, Commissioner (Comm.) Wilfredo E.J.E. Reyes (Reyes) reset the mandatory conference to May 12, 2009. On the aforementioned date, only respondents were present when the case was called for mandatory conference. Cabalida arrived, with his legal counsel Atty. Ma. Agnes Hernando-Cabacungan (Atty. Cabacungan), but only after the mandatory conference was again reset to June 16, 2009, as per Order[25] of Comm. Reyes.

Cabalida, represented by Atty. Cabacungan, and respondents appeared on June 16, 2009. In his Order,[26] Comm. Reyes terminated the mandatory conference and stated therein that the mandatory conference order shall be issued after it has been reviewed and corrected by the parties. Comm. Reyes also directed the parties to file their respective verified position papers, attaching thereto certified true copies of documentary exhibits and affidavits of witnesses. The case was then set for clarificatory hearing on August 14, 2009.

The parties appeared in the clarificatory hearing on August 14, 2009. The Mandatory Conference Order,[27] was furnished to the parties on the same day and it contained the admissions of Cabalida and the respondents. The admissions of respondents were limited to the following:

- Complainant engaged the services of Atty. Solomon Lobrido sometime in September 23, 2005 for the purpose of filing a[n] Ejectment case against [Janeph] Alpiere and Reynaldo Salili which case was filed before the Municipal Trial Court of Bacolod City, Branch 4.
- That the respondent in that case which is docketed as Ejectment Civil Case No. 30337 filed a responsive pleading, an answer and they were represented thereat by Atty. Danny Pondevilla.
- That during the pendency of this ejectment case, Atty. Lobrido advised complainant to just settle the case with the respondent in this case so as not to prolong the litigation during the pre-trial stage of the case.

- Atty. Danny Pondevilla admit on the stipulation on the Memorandum of Agreement, what was stated in the Memorandum of Agreement. [sic]

Cabalida, on the other hand, admitted:

- That it was [Cabalida] who hired a broker to assist him.[28]

In his Order[29] dated August 14, 2009, Comm. Reyes stated that the parties signed the final version of the mandatory conference order and exchanged position papers. Another clarificatory hearing was scheduled on September 17, 2009.

All the parties were present for the clarificatory hearing on September 17, 2009. In his Order issued on the said date, Comm. Reyes terminated the clarificatory questioning between the parties and deemed it submitted for resolution.

Comm. Reyes rendered his Report and Recommendation[30] on January 19, 2010 finding that:

The counsel of the complainant, Atty. Lobrido, advised his client to settle the case with the respondent in the ejectment case. It would appear that the complainant negotiated directly with Atty. Danny Pondevilla without the assistance of his counsel Atty. Lobrido, Jr. and Atty. Pondevilla came out with a Memorandum of Agreement with the complainant, Angelito Cabalida.

The narration of Atty. Pondevilla in his answer is hereto quoted:

"During the preliminary conference of the case, the court advised to talk on the possible settlement of the case and for the meantime have the case into the archive.

Complainant Angelito Cabalida went to the undersigned respondent's office at Talisay City because at that time, he was holding office at Talisay City Hall being the City Legal Officer of the City and offered to talk about the settlement of the case. The undersigned then talked to his client Janeph Alpiere about his proposal and said that if Angelito Cabalida will pay the amount of Two Hundred Fifty Thousand Pesos (P250,000.00) he will no longer claim over [sic] the property.

Angelito Cabalida then asked the undersigned respondent to give him time to find money because he is trying to find [a] buyer for the lot, however, he failed to find one and instead went again to the office of the undersigned at Talisay City together with his two brokers who offered him help [to] mortgage his property.

A Memorandum of Agreement then was entered by my client Janeph Alpiere and let my sister signed [sic] the Memorandum of Agreement to afford complainant Angelito Cabalida a complete security that Janeph Alpiere as well as my sister [will] no longer claim the property because in the answer that we filed it was said that the property was already sold to my sister.

In order to make sure that my client Janeph Alpiere will be paid the amount of Two Hundred Fifty Thousand Pesos, the undersigned respondent then let Angelito Cabalida and the two other broker[s] [sign] a Trust Receipt because the undersigned is thinking that Angelito Cabalida might not give any consideration to my client after he will receive a copy of the Title and the amount of the loan. [sic]

The provision in the Memorandum of Agreement is [sic] very much simple which I would like to quote, to wit:

- That my client Janeph Alpiere as well as my sister will no longer claim over the property and will turn-over possession on the Original Title.

- That Angelito Cabalida will pay my client the amount of Two Hundred Fifty Thousand Pesos (P250,000.00).

That after the execution of the said Memorandum of Agreement which was notarized by a Notary Public in

their presence, [complainant] Angelito Cabalida with the two other broker[s] again went to the office of the undersigned and asked for time to give the money as they were processing the loan on the property. After several days, they informed the undersigned that they already have the loan and they will have the check change to [sic] a bank and requested my secretary to get the amount as the undersigned has his out of town hearing at that time.

After payment of the amount of consideration based on the Memorandum of Agreement, the undersigned respondents immediately submitted it to the court and ma[d]e a proper Manifestation as well as motion to withdraw insofar as defendant Reynaldo Salili is concerned because the undersigned respondent will be joining the Law Office of Lapore, Lobrido, Ramos and Petierre upon verbal negotiation with a friend Atty. Arnel Lapore. [sic]

That the undersigned respondent joined the law office of Lapore, Lobrido, Ramos and Petierre after the settlement of my client Janeph Alpiere and complainant Angelito Cabalida.

After the filing of the Manifestation with Motion to Withdraw as counsel for Reynaldo Salili on the ground that the undersigned will be joining the law office of the plaintiff's counsel, the court rendered a Decision based on the Memorandum of Agreement, the same [not being] contrary to law and public policy.

This is the version of Atty. Pondevilla insofar as how he was able to secure the Memorandum of Agreement with the complainant in this case. His allegations also [show] that after the Memorandum of Agreement was finalized, he made a proper manifestation as well as motion to withdraw insofar as Reynaldo Salili [was] concerned because he was joining the Law Offices of Lapore, Lobrido, Ramos and Petierre.

Atty. Lobrido on the other hand confirm[ed] that a settlement was encouraged by the Court and he told the complainant that he would explore settlement with Atty. Pondevilla.

However, in Paragraph no. 8 of Atty. Lobrido's answer, [he] admitted to [the] Court that the respondent ha[d] no participation in the Memorandum of Agreement and that it came to his knowledge only after it was submitted to the Court for approval.

Clearly on the part of Atty. Lobrido, he did not actively assist his client Angelito Cabalida in negotiating with Atty. Danny Pondevilla.

After the memorandum of agreement was submitted, both lawyers withdrew as counsel. An analysis of the memorandum of agreement entered into by Angelito Cabalida would readily show that his right was not protected due to the following reasons:

- Angelito Cabalida will pay the amount of Php250,000.00 but not all defendants to the complaint signed the agreement.
- Surprisingly, only Janeph Alpiere signed the agreement and the other party, the sister of Atty. Pondevilla, was included as party [to] the agreement. Reynaldo Salili, one of the defendants, was not included in the memorandum of agreement.

The memorandum of agreement submitted to the Court was designed to fail because Reynaldo Salili, one of the defendants, was not a party and did not sign the agreement.

The complainant Angelito Cabalida filed this case for the simple reason that he felt betrayed by his counsel Atty. Lobrido who was suppose[d] to assist him in the memorandum of agreement against the other counsel Atty. Pondevilla who after submitting the memorandum of agreement for approval by the Court, manifested and moved for his withdrawal as counsel for the other defendant Reynaldo Salili.

Both respondents would want to make an impression [sic] that it is a mere coincidence that Atty. Pondevilla joined the Law Office of Atty. Lobrido a few months after the filing of the memorandum of agreement.

The actuation of Atty. Lobrido of not assisting his client during the negotiation violates the Code of Professional Responsibility while the action of Atty. Pondevilla of negotiating with the party who is not assisted by his counsel is [a] blatant violation of the Code of Professional Responsibility.

The undersigned Commissioner would like to give both the respondents the benefit of the doubt that there was no collusion in their actions however, individually both counsels have violated the Code of Professional Responsibility.

The act of Atty. Danny L. Pondevilla of negotiating with the party who was not assisted by counsel is a blatant violation of the Code of Professional Responsibility.

x x x x

Atty. Solomon A. Lobrido, Jr. failed to assist his client during the negotiation which led to the act of his client in signing the agreement without the assistance of counsel. If his lawyer was present during the signing, the lawyer would notice that not all the defendants in the case have signed the agreement and that the case was not being resolved completely.

Under Canon 18 - A lawyer shall serve his client with competence and diligence. Atty. Lobrido clearly had the obligation to exert his best effort, [and] best judgment in the prosecution of litigation entrusted to him. He should have exercise[d] care and diligence in the application of his knowledge to his client's cause.

As the counsel for the complainant, Atty. Lobrido had the duty to safeguard the client's interest while he was handling the case of complainant, Cabalida.

x x x x

In the case at bar, Atty. Lobrido failed to render the proper legal assistance to his client.

It is respectfully recommended that both respondents be meted a penalty of six (6) months suspension for violation of the Code of Professional Responsibility. Atty. Solomon A. Lobrido, Jr. for failing to assist his client for violation of Canon 18 and for Atty. Danny L. Pondevilla [for] negotiating [with] a party without assistance of counsel for violation of Canon 8.

In its Resolution No. XX-2012-660 dated December 29, 2012, the IBP Board of Governors (IBP-BOG) reversed the findings of Comm. Reyes with the following recommendations:

Resolution No. XX-2012-660
Adm. Case No. 7972
Angelito Cabalida vs. Atty. Solomon Lobrido, Jr.
And Atty. Danny Pondevilla

RESOLVED to REVERSE as it is hereby unanimously REVERSED the Report and Recommendation of the Investigating Commissioner in the above-entitled case, herein made part of this Resolution as Annex "A", and for lack of merit the case is hereby DISMISSED with Warning to be more circumspect in their dealings and repetition of the same or similar act shall be dealt with more severely.[31]

Cabalida filed a Motion for Reconsideration[32] dated April 5, 2013 with the IBP-BOG praying that a harsher penalty of suspension or disbarment be meted out to respondents, as well as payment of damages amounting to P1,000,000.00 as compensation for the property that he lost.

The IBP-BOG issued Resolution No. XX-2014-592 dated September 27, 2014, which maintains:

Resolution No. XXI-2014-592
Adm. Case No. 7972 Angelito
Cabalida vs. Atty. Solomon Lobrido, Jr.
And Atty. Danny Pondevilla

RESOLVED to DENY Complainant's Motion for Reconsideration, there being no cogent reason to reverse the findings and the resolution subject of the motion, it being a mere reiteration of the matters which had already been threshed out and taken into consideration. Thus, Resolution No. XX-2012-660 dated December 29, 2012 is hereby AFFIRMED.[33]

Cabalida filed a Petition for Review on Certiorari[34] on May 15, 2015, with the lone issue, to wit:

Whether the Board of Governors of the IBP gravely erred in exonerating respondents despite the commission of acts violative of the Code of Professional Responsibility.

Cabalida further discusses:

5. At the onset, it bears emphasizing that the IBP Board of Governors' reversal of the initial recommendation by the Investigating Commissioner was never justified. Cabalida travelled all the way from the province to secure a copy of the December 29, 2012 resolution only to be informed by the attending staff that the initial recommendation for respondents' suspension, along with the single page reversal of the same sans any discussion, constitutes the entire decision of the IBP. Clearly, this is in violation of the rules governing disbarment and discipline of attorney under Rule 139-B of the Rules of Court, Section 12(a) of which provides:

"Every case heard by an investigator shall be reviewed by the IBP Board of Governors upon the record and evidence transmitted to it by the Investigator with his report. The decision of the Board upon such review shall be in writing and shall clearly and distinctly state the facts and the reasons on which it is based. It shall be promulgated within a period not exceeding thirty (30) days from the next meeting of the Board following the submittal of the Investigator's report."[35]

After a thorough review of the records, the Court adopts the findings of Comm. Reyes but modifies the penalty to be imposed on one of the respondents.

At the outset, the records do not support Cabalida's allegation that respondents colluded to deprive him of his property. Cabalida failed to convince that respondents were colleagues as early as the initial meeting for the amicable settlement. While Cabalida fully recounted his encounter with Pondevilla which led to the creation of the Trust Agreement and the Memorandum of Agreement, the participation of Atty. Lobrido has always been narrated vaguely. Cabalida also submitted an envelope bearing the office address of Atty. Lobrido which included Atty. Pondevilla as one of the partners. The envelope is however dated April 13, 2009 which is almost three years after Atty. Lobrido withdrew as Cabalida's counsel. No conflict of interest can thus be attributed to respondents during this period.

The MTCC Order[36] dated May 17, 2006 however bares the participation of the respondents in the Memorandum of Agreement. The MTCC Order provides:

When this case was called for preliminary conference, Atty. Danny Pondevilla, counsel for the defendant appeared in court. Atty. Pondevilla showed to the Court the Amicable Settlement that he prepared already signed by the parties except for defendant Reynaldo Salili who is asking for about two weeks for him to sign the same.

As prayed for by Atty. Danny Pondevilla, reset for the last time the preliminary conference in this case on June 14, 2006, at 8:30 in the morning. Atty. Pondevilla is directed to exert utmost effort to have the Amicable

Settlement ready before the next scheduled hearing.

Atty. Danny Pondevilla is notified of this Order in open court.

Furnish copy of the Order Atty. Solomon Lobrido, counsel for the plaintiff.

The Court Order shows that 1) Atty. Pondevilla prepared the Amicable Settlement, in the form of Memorandum of Agreement; 2) Salili was the only party in Civil Case No. 30337 that has not signed the Memorandum of Agreement; 3) Atty. Pondevilla was directed by the Court to ensure that the Memorandum of Agreement is ready before the next hearing; and 4) Atty. Lobrido was furnished a copy of the Order. This document supports the findings of Comm. Reyes that respondents were remiss in their duties as lawyers and officers of the court.

It is a fundamental rule that official duty is presumed to have been performed regularly, thus it is presumed that the aforementioned court order has been furnished accordingly to Atty. Lobrido. Atty. Lobrido's bare denial of knowledge of the negotiations for and the submission of the Memorandum of Agreement must fail. His failure to represent Cabalida in the negotiations for the Memorandum of Agreement shows gross neglect and indifference to his client's cause. Hence, there was abject failure to observe due diligence. Atty. Lobrido has therefore violated Canon 18 of the Code of Professional Responsibility and Canon 18.03 which provides:

Canon 18 – A lawyer shall serve his client with competence and diligence.

x x x x

Canon 18.03 A lawyer shall not neglect a legal matter entrusted to him, and his negligence in connection therewith shall render him liable.

Competence is a professional obligation. A member of the legal profession owes his client entire devotion to his genuine interest, warm zeal in the maintenance and defense of his rights and the exertion of his utmost learning and ability. Public interest demands that an attorney exert his best efforts and ability to preserve his client's cause, for the unwavering loyalty displayed to his client likewise serves the ends of justice. Verily, the entrusted privilege to practice law carries with it the corresponding duties not only to the client but also to the court, to the bar and to the public. A lawyer's inability to properly discharge his duty to his client may also mean a violation of his correlative obligations to the court, to his profession and to the general public.[37]

The Court fully adopts the findings of Comm. Reyes that Atty. Lobrido failed to render proper legal assistance to his client and imposes upon him six (6) months suspension from the practice of law.

On the other hand, the MTCC Order[38] also reflects that Atty. Pondevilla prepared the Memorandum of Agreement. The uncontroverted facts of the decision of the MTCC dated September 17, 2007 further suggests that Atty. Pondevilla actively participated in the negotiation of the Memorandum of Agreement:

On the scheduled date, [Atty. Pondevilla] manifested that the parties have arrived at an amicable settlement and asked for 10 days within which to submit the compromise agreement among the parties to the case. Accordingly the hearing was set on May 17, 2006.

On the apportioned date, Atty. Pondevilla showed to the Court the Amicable Settlement already signed by the parties, except for defendant Reynaldo Salili, who was asking for about two weeks to sign said document. As prayed for by counsel, the preliminary conference was reset for the last time on June 14, 2006.

On June 14, 2006, counsel for both sides agreed to have the case provisionally dismissed until after they can finalize the amicable settlement.

On August 7, 2006, the Court was in receipt of an Ex-Parte Manifestation With Motion to withdraw as counsel

for defendant Reynaldo Salili, filed by Atty. Danny L. Pondevilla with a Memorandum of Agreement executed among plaintiff Angelito Cabalida, defendant Janeph Alpiere and a certain Emma Pondevilla [Dequito].

With the Memorandum of Agreement as basis, the Court rendered a Decision based on compromise dated August 17, 2006.

The transcript of stenographic notes (TSN)[39] in the hearing on June 16, 2009 further affirms Atty. Pondevilla's undertaking in the Memorandum of Agreement:

COMM. REYES:

Can I ask you clarificatory question? (Was) this Memorandum of Agreement entered into as a result of the trial or as a compromise agreement as a result of a filing of the case?

ATTY. PONDEVILLA:

During the pre-trial conference, Your Honor, we were advised by the judge to settle the case, Your Honor, and in fact, I think they archive the case for the meantime. When the pre-trial conference was conducted, Your Honor, we were advised by the Judge to settle the case and have the case archive[d], Your Honor, [in] the meantime that we talk[ed] on the settlement, Your Honor, of the case. And after that, Your Honor, with the agreement reached by the parties (sic), Your Honor, I submit[ted] the Memorandum of Agreement to the court, Your Honor, as a basis of its decision.

COMM. REYES:

I am just surprised that when our clients normally enter into a Memorandum of Agreement/compromise we are almost sure to be assisted by counsel in the said agreement. You just forgot...

ATTY. LOBRIDO:

This came the rapt (sic), Your Honor...

COMM. REYES:

For clarification, if you feel you can answer.

ATTY. PONDEVILLA:

Because they mutually agree[d], Your Honor, and we just put what [h]as been agreed upon by the parties.

x x x x

COMM. REYES:

And you agreed to submit a Memorandum of Agreement signed by your client and the other party without informing the adverse counsel?

ATTY. PONDEVILLA:

It was submitted to the court, Your Honor.

COMM. REYES:

Yes, but you submitted to the court but are you not aware that you might be in trouble for submitting a compromise agreement wherein the adverse party was not assisted by counsel.

ATTY. PONDEVILLA:

Because my client, Your Honor, [was] assisted by me, Your Honor.

COMM. REYES:

Yes.

ATTY. PONDEVILLA:

And my concern is my client.

COMM. REYES:

Yes, are you trying to tell me that you negotiated with other party without the assistance of counsel?

ATTY. PONDEVILLA:

I did not negotiate actually, Your Honor, it was they who came to the office, Your Honor, and I said that my client is offering that if he is paid the amount of P250,000.00 he will give the title to their possession, Your Honor, and the title was given to them, Your Honor. It was complied [with].

COMM. REYES:

Yes, but they entered into a Memorandum of Agreement without the knowledge of their counsel. Obviously, that's the implication of your position. Pañero, you came to know of the compromise agreement only after it was submitted to the court?

ATTY. LOBRIDO:

Yes, Your Honor.

COMM. REYES:

Meaning he was signing the documents without the assistance of counsel?

ATTY. PONDEVILLA:

It was notarized by other counsel, Your Honor, and I think the notary public explain[ed] what he is signing, Your Honor, because it was notarized by...

COMM. REYES:

So, now you are saying that it was notary public who assisted the...

ATTY. PONDEVILLA:

It will be, Your Honor. x x x.[40] (Emphasis ours.)

Atty. Pondevilla's participation in the negotiation for the Memorandum of Agreement ensued when he relayed Alpiere's terms to Cabalida. The same terms that Pondevilla relayed to Cabalida were then faithfully stated in the Memorandum of Agreement. Thus, Pondevilla cannot dilute his role in the creation of the Memorandum of Agreement to that of a spectator. The notary public's presence also does not remedy the situation especially that his obligation is only towards ensuring the authenticity and due execution of the instrument. Atty. Pondevilla knew that Atty. Lobrido was Cabalida's counsel thus he should have, at the very least, given notice to Atty. Lobrido prior to submission of the Memorandum of Agreement to court.

Atty. Pondevilla's actions violated Canon 8.02 of the Code of Professional Responsibility when he negotiated with Cabalida without consulting Atty. Lobrido. Canon 8, Rule 8.02 of the Code of Professional Responsibility provides that:

A lawyer shall not, directly or indirectly, encroach upon the professional employment of another lawyer;

however it is the right of any lawyer, without fear or favor, to give proper advice and assistance to those seeking relief against unfaithful or neglectful counsel.

This failure of Atty. Pondevilla, whether by design or because of oversight, is an inexcusable violation of a canon of professional ethics and in utter disregard of a duty owing to a colleague. Atty. Pondevilla fell short of the demands required of him as a lawyer and as a member of the Bar.[41]

For these infractions, the Court imposes upon Atty. Pondevilla a penalty of six months suspension from the practice of law in line with jurisprudence. *Binay-an v. Addog*,[42] imposed a penalty of six months suspension on a lawyer who issued an affidavit of desistance with opposing parties but without informing their counsel.

On another point, by his admissions, Atty. Pondevilla was engaged in the practice of law while also employed as a City Legal Officer. This can be gathered from Atty. Pondevilla's statement in his position paper dated July 23, 2009, to wit:

The court records will clearly show that the address of the undersigned [Pondevilla] when he filed his Answer with Counterclaim is Basiao, Bolivar Law Office having been connected with that Law Office at that time and also concurrently holding office at City Legal Services Offices of Talisay City, Negros Occidental, being a City Legal Officer of the City from 2004 to 2007. In fact when he filed his motion to withdraw, counsel was using that address until he resigned from the office.[43]

There is no doubt that Atty. Pondevilla acted as counsel for Alpiere and Salili in Civil Case No. 30337, by preparing their pleadings, appearing in court in their behalf, and negotiating for them with the opposing party. In addition, his submission of Motion to Withdraw affirms his standing as counsel of Alpiere and Salili.

Atty. Pondevilla was also a named partner in a law office during his tenure as a City Legal Officer, which shows his active engagement in the practice of law. The Counterclaim and Reply to Counterclaim in Civil Case No. 30337 list his address as:

BASIAO, BOLIVAR & PONDEVILLA LAW OFFICE

By:

ATTY. DANNY L. PONDEVILLA

Counsel for the Defendant

Room 254, Plaza Mart Bldg.

Araneta Street, Bacolod City[44]

Furthermore, Salili's Verification[45] in his Counterclaim for Civil Case No. 30337 also shows that Atty. Pondevilla was likewise a notary public in 2005.

Atty. Pondevilla thus engaged in the unauthorized practice of law, in violation of Section 7(b)(2) of Republic Act No. 6713, otherwise known as the Code of Conduct and Ethical Standards for Public Officials and Employees, in relation to Memorandum Circular No. 17, series of 1986, which prohibits government officials or employees from engaging in the private practice of their profession unless: 1) they are authorized by their department heads, and 2) that such practice will not conflict or tend to conflict with their official functions.[46]

The pertinent provision of Republic Act No. 6713 provides:

Section 7. Prohibited Acts and Transactions.—In addition to acts and omissions of public officials and employees now prescribed in the Constitution and existing laws, the following shall constitute prohibited acts and transactions of any public official and employee and are hereby declared to be unlawful:

x x x x

(b) Outside employment and other activities related thereto. 151; Public officials and employees during their incumbency shall not:

x x x x

(2) Engage in the private practice of their profession unless authorized by the Constitution or law, provided, that such practice will not conflict or tend to conflict with their official functions[.]

On the other hand, Memorandum Circular No. 17,[47] s. 1986, provides:

The authority to grant permission to any official or employee shall be granted by the head of the ministry or agency in accordance with Section 12, Rule XVIII of the Revised Civil Service Rules, which provides:

"Sec. 12. No officer or employee shall engage directly in any private business, vocation, or profession or be connected with any commercial, credit, agricultural, or industrial undertaking without a written permission from the head of Department; Provided, That this prohibition will be absolute in the case of those officers and employees whose duties and responsibilities require that their entire time be at the disposal of the Government: Provided, further, That if an employee is granted permission to engage in outside activities, the time so devoted outside of office hours should be fixed by the chief of the agency to the end that it will not impair in any way the efficiency of the officer or employee: And provided, finally, That no permission is necessary in the case of investments, made by an officer or employee, which do not involve any real or apparent conflict between his private interests and public duties, or in any way influence him in the discharge of his duties, and he shall not take part in the management of the enterprise or become an officer or member of the board of directors", subject to any additional conditions which the head of the office deems necessary in each particular case in the interest of the service, as expressed in the various issuances of the Civil Service Commission.

Atty. Pondevilla's engagement in the unlawful practice of law, through disregard and apparent ignorance of Sec. 7(b)(2) of Republic Act No. 6713, is a contravention of Canon 1, Rule 1.01 of the Code of Professional Responsibility which provides:

CANON 1 – A lawyer shall uphold the constitution, obey the laws of the land and promote respect for law and for legal processes.

Rule 1.01 A lawyer shall not engage in unlawful, dishonest, immoral or deceitful conduct.

Lawyers are servants of the law, vires legis, men of the law. Their paramount duty to society is to obey the law and promote respect for it.[48]

The Court holds Atty. Pondevilla administratively liable, even in the absence of further investigation, by reason of his admissions of facts on record. This here is an application of the principle of *res ipsa loquitur*. In several instances, the Court has sanctioned lawyers for their blatant misconduct even in the absence of a formal charge and investigation because their admissions are sufficient bases for the determination of their administrative liabilities.[49]

A penalty of another six months suspension from the practice of law is further imposed on Atty. Pondevilla, thus bringing his suspension to a period of one year. This is in congruence with *Lorenzana v. Fajardo*[50] and *Catu v. Relloso*,[51] which imposed six month suspension on respondent lawyers when they engaged in private practice while subsequently employed in government service, in the absence of authorization from their respective department heads.

On a final note, the Court frowns upon IBP-BOG's one paragraphed resolutions for it does not clearly and distinctly state the facts and the reasons on which it is based, as required by Section 12(b), Rule 139-B of the Rules of Court.[52] Time and again, the court consistently holds that such form does not satisfy the procedural

requirements of the Rules of Court because it makes the entire petition vulnerable for a remand.[53] The requirement, which is akin to what is required of the decisions of courts of record, serves an important function. For aside from informing the parties the reason for the decision to enable them to point out to the appellate court the findings with which they are not in agreement, in case any of them decides to appeal the decision, it is also an assurance that the Board of Governors, reached his judgment through the process of legal reasoning.[54] However, considering that the present controversy has been pending resolution for quite some time, that no further factual determination is required, and the issues being raised may be determined on the basis of the numerous pleadings filed together with the annexes attached thereto, we resolved to proceed and decide the case on the basis of the extensive pleadings on record, in the interest of justice and speedy disposition of the case.[55]

Perhaps this is the best time as any for this Court to remind members of the Philippine Bar the wordings of a covenant in the Magna Carta. "To no man will we sell, to no man will we refuse, or delay, right or justice." [56]

As for the damages, the Court refuses to rule on Cabalida's claim for damages. In disciplinary proceedings against lawyers, the only issue is whether the officer of the court is still fit to be allowed to continue as a member of the Bar. Our only concern therefore is the determination of respondent's administrative liability. Furthermore, disciplinary proceedings against lawyers do not involve a trial of an action, but rather investigations by the Court into the conduct of one of its officers. Thus, this Court cannot rule on the issue of the amount of money that should be returned to Cabalida.[57]

WHEREFORE, premises considered, Atty. Danny L. Pondevilla is found guilty of violation of Canon 8, Rule 8.02 and unauthorized practice of law and is ordered **SUSPENDED** from the practice of law for a period of **ONE (1) YEAR** effective immediately upon receipt of this decision. Atty. Solomon A. Lobrido, Jr. is also ordered **SUSPENDED** from the practice of law for a period of six (6) months for failure to render proper legal assistance to his client. Respondents are further **WARNED** that a repetition of the same or similar offenses shall be dealt with more severely.

Let a copy of this Resolution be **FORWARDED** to the Office of the Bar Confidant, to be appended to the personal records as attorneys of Atty. Solomon A. Lobrido, Jr. and Atty. Danny L. Pondevilla. Likewise, copies shall be furnished to the Integrated Bar of the Philippines and all courts in the country for their information and guidance.

SO ORDERED.

Del Castillo, Jardeleza, and Tijam, JJ., concur.
Bersamin, J., on official business.

[1] Rollo, p. 486.

[2] Id. at 514-515.

[3] Id. at 546.

[4] Id. at 8-13.

[5] Id. at 16.

[6] Id. at 17.

[7] Id. at 18-21.

[8] Id. at 22.

[9] Id. at 23-24.

[10] Id. at 272.

[11] Id. at 27.

[12] Id. at 26.

[13] Id. at 29.

[14] Id. at 30-31; penned by Judge Danilo P. Amisola.

[15] Id. at 32.

[16] Id. at 34.

[17] Id. at 37.

[18] Id. at 40.

[19] Id. at 398.

[20] Id. at 45.

[21] Id. at 243-246.

[22] Id. at 248-253.

[23] Id. at 254.

[24] Id. at 261.

[25] Id. at 263.

[26] Id. at 266.

[27] Id. at 423-424.

[28] Id.

[29] Id. at 425.

[30] Id. at 487-500.

[31] Id. at 486.

[32] Id. at 501-503.

[33] Id. at 514.

[34] Id. at 539.

[35] Id. at 547.

[36] Id. at 294.

[37] Emiliano Court Townhouses Homeowners Association v. Dioneda, 447 Phil. 408, 414 (2003).

[38] Rollo, pp. 336-341.

- [39] Id. at 471.
- [40] TSN, June 16, 2009, pp. 471-478.
- [41] Camacho v. Pangulayan, 385 Phil. 353, 357 (2000).
- [42] A.C. No. 10449, July 28, 2014 (Resolution).
- [43] Id. at 367.
- [44] Rollo, p. 374.
- [45] Id. at 375.
- [46] Fajardo v. Alvarez, 785 Phil. 303, 316 (2016).
- [47] Dated September 4, 1986.
- [48] Catu v. Rellosa, 569 Phil. 539, 550 (2008).
- [49] Query of Atty. Silverio-Buffe, 613 Phil. 1, 22-23 (2009).
- [50] 500 Phil. 382, 390 (2005).
- [51] Supra note 48.

[52] Rule 139-B Disbarment and Discipline of Attorneys

Sec. 12. Review and recommendation by the Board of Governors.

x x x x

b) After its review, the Board, by the vote of a majority of its total membership, shall recommend to the Supreme Court the dismissal of the complaint or the imposition of disciplinary action against the respondent. The Board shall issue a resolution setting forth its findings and recommendations, clearly and distinctly stating the facts and the reasons on which it is based. The resolution shall be issued within a period not exceeding thirty (30) days from the next meeting of the Board following the submission of the investigator's report.

- [53] Malonso v. Principe, 488 Phil. 1, 15-16 (2004).
- [54] Teodosio v. Nava, 409 Phil. 466, 474 (2001).
- [55] Pormento, Sr. v. Pontevedra, 494 Phil. 164, 177 (2005).
- [56] Senate President Neptali Gonzales, "The Mission of the Law;" I Kept the Faith, 1999.
- [57] Heenan v. Espejo, 722 Phil. 528, 537 (2013).

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.