

**REPUBLIC OF THE PHILIPPINES (LAND AUTHORITY),
PLAINTIFF-APPELLANT, VS. HERACLIO D. DIAZ,
DEFENDANT-APPELLEE.**

G.R. No. L-36486. August 06, 1979

Ponente: MELENCIO-HERRERA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/a82bb19eacee/>

MELENCIO-HERRERA, J.:

This appeal of the Republic of the Philippines (Land Authority) from the Order dated June 24, 1970, of the Court of First Instance of Nueva Ecija, Branch I, in Civil Case No. 5143, entitled "Republic of the Philippines (Land Authority) vs. Heraclio D. Diaz," dismissing its Complaint for recovery of possession of Lot No. 1467 of the Santa Rosa Cadastre, Nueva Ecija, was certified to this Court by the Third Division of the Court of Appeals** in a Resolution promulgated on February 19, 1973, on the ground that only a pure question of law is involved.[1]

The following are the antecedental facts:

The Republic of the Philippines owns a parcel of land identified as Lot No. 1467 of the Santa Rosa Cadastre, situated in Santa Rosa, Nueva Ecija, containing an area of 131,7992 hectares, and covered by Original Certificate of Title No. 9950.[2] Lot No. 1467 formed part of the "Crisostomo Estate". The records before us are devoid of accurate information on the history of the acquisition by the Philippine Government of that Estate which would be helpful in the disposition of the present controversy. However, an examination of the pertinent documents, now in the possession of the Records Management Division of the Ministry of Agrarian Reform, reveals that while the original documents and papers including the owner's copy of the title, were destroyed during the last World War, we found on pages 162-165 of Volume 3 of the Crisostomo Estate Record a signed duplicate original copy of the letter, dated March 28, 1947, of the then Di-rector of Lands Jose P. Dans addressed to the Secretary of Justice, from which we can gather the following data:

In his Last Will and Testament, dated February 15, 1918, Reverend Gregorio Crisostomo, a "non-secular" priest of Malolos, Bulacan, donated certain tracts of land in Cabanatuan and Sta. Rosa, Nueva Ecija, forming part of the estate he had inherited, to the Government of the Philippine Islands "in order that the same may be invested in the erection of any building for charitable purposes such as hospital, orphanage, maternity house, or such others which may redound to the benefit of the Filipino people," and appointed as his executor the Attorney General of the Philippine Islands.[3]

The then Attorney General represented the Government in the probate of the Will and when the properties left by the testator were partitioned and those pertaining to the Government ascertained and taken over, the Office of the Attorney General continued with the administration of the properties consisting of commercial and residential lots as well as agricultural lands.

Subsequently, however, the Attorney General, concurring with the opinion of the Auditor General, ruled that the properties should properly be administered by the Bureau of Lands. Conformably with this ruling, the late Governor General Leonard Wood issued a Memorandum Order designating the Director of Lands as the

administrator of the Crisostomo Estate. Thereafter, the pro-perties and all records were transferred to said Bureau.

The interpretation given by the Bureau to the Will was that the Government had to keep intact the properties donated to it from the Crisostomo Estate and could use only the income derived therefrom in the form of rents paid by the tenants therein. Conformably thereto, the Governor General, on September 7, 1932, created a Committee composed of the Director of Lands, as Chairman, and the Directors of Health and of Public Welfare, as members, to make recommendations for the disposition of the Crisostomo Estate in order to carry out the wishes of the donor in a fitting manner. This Committee had been instrumental in giving away several thousands of pesos as donations to different municipalities in the Philippines for the construction of puericulture centers and maternity houses, most noteworthy of which were the maternity pavilion of the Provincial Hospital at Malolos and that of the Provincial Hospital in Cabanatuan, Nueva Ecija. At the same time, three of the lots, other than Lot 1467 in question, were leased to Ismael Lapuz for a period of ten years. The dis-puted lot itself was also leased to one Zacarias de Guzman for a period of ten years, but as of March 28, 1947, the land was vacant and the rental thereon had not been paid since 1946.

On May 19, 1947, President Manuel Roxas issued Administrative Order No. 36 transferring the administration of all the properties pertaining to the Crisostomo Estate from the Bureau of Lands to the Rural Progress Administration.

From the records, it now appears that on November 28, 1950, Executive Order No. 376 was issued abolishing the Rural Progress Administration, transferring its powers, duties and functions to the Bureau of Lands, and creating a Division of Landed Estates in the latter Bureau "to handle the various phases of the activities presently undertaken by the Rural Progress Administration." [4]

On March 31, 1955, the then Director of Lands, Zoilo Castrillo, "acting for and in behalf of the Bureau of Lands which succeeded the defunct Rural Progress Administration," entered into a contract of lease with defendant Heraclio D. Diaz over Lot No. 1467 of the Santa Rosa Cadastre under the following terms and conditions:

- "1. That the lessee shall pay to the lessor an annual rental of P800.50 on or before March 30 of every year for the occupation and use of Lot No. 1467 of the Santa Rosa Cadastre, a portion of the Crisostomo Estate, with an area of 131.7992 hectares;
- "2. That this lease shall cover a period of ten (10) years from the execution of this contract renewable for another period of ten (10) years at the option of the lessee unless sooner revoked or renewed as provided hereinafter;
- "3. That the land shall be used for agricultural purposes and that no construction of any kind that may be detrimental or may cause damage to the property shall be made by the lessee;
- "4. That the whole, or any part of the land leased shall not be sublet, transferred, assigned, encumbered or in any way alienated without the previous written permission of the lessor;
- "5. The lessor has the right to terminate this lease any time the lot covered thereby or a part thereof is needed by the government for any public improvements and the lessee agrees to vacate the premises within 30 days from his receipt of notice therefor;
- "6. That violation of any of the terms and conditions hereinabove set forth shall be sufficient cause for the rescission or termination of this contract without prejudice to claiming whatever damages that may be caused by the lessee in the premises and to enforcing the collection of unsettled obligations in favor of the government." [5]

Thereafter, portions of Lot No. 1467 were actually cultivated by thirteen "helpers-tenants" of defendant covering

roughly forty-three (43) hectares, while the remaining area was possessed by defendant himself.[6]

In the meantime, the Division of Landed Estates in the Bureau of Lands was ordered abolished upon the organization of the Land Tenure Administration created under Republic Act No. 1400, which took effect on September 9, 1955, and its functions, powers and duties, among other things, were transferred to this new agency. The Land Tenure Administration was, in turn, abolished upon the effectivity, on August 8, 1963, of Republic Act No. 3844, and its powers and functions which were not inconsistent with the newly-created Land Authority, as well as agricultural lands, public and private under its administration, were transferred to the latter body.

As early as January 31, 1962, the tenants of Lot No. 1467, other landless farmers in the area and the Barrio Council of San Gregorio, Santa Rosa, Nueva Ecija, had filed various petitions to allow them and other farmers of the barrio to lease Lot No. 1467 directly from the Government.[7]

Before the expiration of his lease contract, defendant, in a letter dated January 11, 1965, addressed to the Governor of the Land Authority, gave notice that he was exercising his option to renew the lease contract for another period of ten (10) years, and at the same time requested that he be given written permission to assign his leasehold rights over said lot to the Development Bank of the Philippines as an additional guaranty for payment of a loan intended for the purchase of farm implements.[8]

Sometime in May 1965, the Land Authority sent an investigator to verify the various petitions concerning Lot No. 1467 and to conduct an ocular inspection of said property.[9] A study on the legal aspects of the lease contract was also made.[10]

On October 12, 1965, the Governor of the Land Authority, Hon. Benjamin M. Gozon, sent a reply-letter to defendant informing the latter that the Office could not agree to the latter's exercise of his alleged option to renew the contract of lease over Lot No. 1467 for another period of ten (10) years "in view of the fact that the same is in contravention of the provisions of Article 1878 of the New Civil Code which was already prevailing when the lease contract was entered into" and which limits to one (1) year only the period for which an administrator without special power of attorney could effectively lease real property to another, and inviting Diaz to enter into a contract of lease with the Office for the current agricultural year, inasmuch as he (Diaz) had already begun cultivating the property.[11]

In a letter dated January 27, 1966, addressed to defendant, the Governor of the Land Authority, this time, Hon. Conrado F. Estrella, requested defendant to vacate the premises on or before April 1, 1966 (Lot No. 1467), the lease of which was extended in his favor for the agricultural year terminating on March 31, 1966, "in order to enable (the) Office to administer the property in line with the land reform program and in a manner that will best serve the purposes for which the property has been entrusted to the Government." [12]

Sometime in February 1966, defendant personally went to the Office of the Land Authority and verbally requested for recon-sideration of its decision, for which reason, a team of investigators was again sent to investigate. After the investigating team rendered its report dated April 5, 1966, defendant was invited, through two telegrams sent on two different occasions, to a conference but he failed to come on the days appointed nor on any other day.[13]

Meanwhile, a report was submitted to the Governor of the Land Authority to the effect that defendant was able to pay to the Cashier of the Land Authority advance rentals on the litigated property for the years 1966 to 1970, which payments were considered unauthorized by the Land Authority as per letter of the Chief, Collection and Accounts Division, dated April 25, 1966, addressed to defendant.[14]

On April 25, 1966, the Land Authority received a letter from defendant mentioning the exercise by him of his

option on January 11, 1965 and informing that office that he had already been granted a loan by the Development Bank of the Philippines, for which reason, there would be no further need for the deed of assignment of leasehold rights mentioned in his letter of January 11, 1965.[15]

In a letter dated May 18, 1966, addressed to defendant, Governor Conrado F. Estrella of the Land Authority informed the latter that the decision of the Land Authority contained in its letter of October 12, 1965 to the effect that it could not agree to the exercise of the defendant's option in the lease contract is "in line with the policy of the government, as expressed in the Agricultural Land Reform Code, which favors the actual tillers of the land to be the direct lessees thereof and not crop-sharers or sub-lessees." The Governor also informed defendant of the decision of the Land Authority to lease the property directly to the latter's tenants who are actually cultivating the same and to other landless farmers in the area; that effective April 1, 1966, the Land Authority would cease to recognize any leasehold right which he might claim on the property; and requested him to desist from exercising any such right thereon and to surrender to the Land Authority the possession of the portion of Lot No. 1467 which was being cultivated by him through mechanization.[16]

On February 21, 1969, the Governor of the Land Authority entered into agricultural lease contracts with the actual occupants of Lot No. 1467 numbering fifteen (15) in all, which were all registered in the Office of the Municipal Treasurer of Santa Rosa, Nueva Ecija, on March 5, 1969, pursuant to the Land Reform Code.[17]

On January 20, 1970, the Office of the Solicitor General, (Mr. Justice Felix V. Makasiar was then the Solicitor General), for and in behalf of the Republic of the Philippines (Land Authority), lodged this Complaint for recovery of possession against defendant in the Court of First Instance of Nueva Ecija, Branch I, docketed therein as Civil Case No. 5143, entitled "Republic of the Philippines (Land Authority) versus Heraclio D. Diaz," alleging therein as its first cause of action, that the rest of Lot No. 1467 still in the possession of defendant, is needed by the Republic to enable it to lease the land directly to the persons working on and/or tilling it in line with its policy and to effectively solve the existing socio-economic problem in Central Luzon, particularly in the locality where the land in question is situated; and, as its second cause of action, that, the nullity of the exercise by defendant of the option to renew the lease contract notwithstanding, the Republic was entitled to reasonable compensation for the use and occupation of the parcel of land in question from April 1, 1966 until he vacates and returns possession thereof.

The Complaint prayed for judgment:

- a) declaring null and void and of no legal force and effect the exercise by Heraclio D. Diaz of the right or option to renew the contract of lease of Lot No. 1467 for another period of ten (10) years from March 31, 1965;
- b) declaring illegal the possession by Heraclio D. Diaz of said parcel of land since April 1, 1966 to the present;
- c) directing Heraclio D. Diaz to vacate said parcel of land and deliver possession thereof to the Republic through the Land Authority; and
- d) directing Heraclio D. Diaz to pay to the Republic the amount of P4,000.00 per agricultural year from April 1, 1966 until he vacates and surrenders actual possession of said parcel of land, as reasonable compensation for the use and occupation thereof.[18]

A Motion for the issuance of a Writ of Preliminary Mandatory Injunction and Writ of Preliminary Injunction was filed on March 6, 1970 by the Solicitor General (this time Associate Justice Felix Q. Antonio was the Solicitor General) giving as ground therefor the alleged failure and continued refusal of Heraclio D. Diaz, despite repeated demands, to vacate the subject parcel of land and deliver possession thereof to the Government. And in support of

the prayer for the issuance of a Writ of Preliminary Injunction, the Solicitor General alleged that defendant had sent letters to the agricultural lessees asking them to vacate the parcels of land leased to them by the Government and had bulldozed these landholdings, as shown by an attached copy of the letter received by agricultural lessee Mario de la Paz from defendant and by the joint affidavit of agricultural lessees Leon Mariano and Ceferino Purificacion; and that defendant had been committing acts calculated to instill fear upon the agricultural lessees so as to prevent them from using, enjoying and working on their landholdings.[19]

On March 16, 1970, an urgent ex-parte Motion for a Restraining Order was filed by the Solicitor General praying that an Order be issued restraining defendant, his agents or representatives, during the pendency of the hearing on the Motion for Preliminary Mandatory Injunction and Preliminary Injunction, from divesting the agricultural lessees of their respective landholdings or from molesting or disturbing them in their possession.[20]

On March 31, 1970, defendant filed a Motion to Dismiss the Complaint on two grounds: first, that the cause of action is barred by the statute of limitations (Section 1(f), Rule 16, Rules of Court) and, second, that the Complaint states no cause of action (Section 1(g), Rule 16, Rules of Court).[21] On the same date, March 31, 1970, defendant also filed an Opposition to the Motion for Issuance of Writ of Preliminary Mandatory Injunction and Writ of Preliminary Injunction. [22]

On April 20, 1970, the Solicitor General filed an opposition to the Motion to Dismiss and a Reply to the Opposition to the issuance of Writs of Injunction.[23]

In an Order dated June 24, 1970, the Court of First Instance of Nueva Ecija, Branch I, dismissed the Complaint of the Republic and decreed:

"WHEREFORE, the complaint is hereby dismissed without pronouncement as to costs. The plaintiff (Land Authority) or any person or persons acting in its behalf, or any of its agents, representatives and personnel are enjoined from disturbing, molesting, or in any manner preventing the defendant from the peaceful and actual possession and enjoyment of the Crisostomo Estate described in paragraph 2 of the complaint and in the Contract of Lease (Annex "A" to the Complaint).

"IT IS FURTHER DECLARED that the right or option to renew the contract of lease for a period of ten (10) years and the exercise of the right or option to renew the contract of lease by the defendant on March 31, 1965 is valid and shall remain in full force and effect during its effectivity from March 31, 1965 to March 31, 1975.

"SO ORDERED." [24]

On July 31, 1970, plaintiff appealed to the Court of Appeals.[25]

After the parties had filed their respective Briefs, the Court of Appeals issued a Resolution on February 19, 1973, certifying the case to this Court as "only a pure question of law is involved, that is, the interpretation of the pertinent laws relative to the contract of lease executed by the Director of Lands in favor of defendant." [26]

The appellant Republic made the following Assignments of Error in the Court of Appeals:

1. THE LOWER COURT ERRED IN HOLDING THAT THE CONTRACT OF LEASE IN QUESTION IS VALID INCLUDING ALL THE TERMS AND CONDITIONS THEREOF AS WELL AS THE EXERCISE OF THE OPTION TO RENEW THE CONTRACT OF LEASE FOR ANOTHER PERIOD OF TEN (10) YEARS COMMENCING FROM MARCH 31, 1965 AND ENDING MARCH 31, 1975.
2. THE LOWER COURT ERRED IN DECLARING THAT THE LAND AUTHORITY HAS NO BUSINESS DISTURBING THE POSSESSION BY THE DEFENDANT OF THE LAND IN QUESTION DURING THE EFFECTIVITY OF THE CONTRACT OF LEASE AS RENEWED.

3. THE LOWER COURT ERRED IN HOLDING THAT THE CONTRACT OF LEASE ENTERED INTO BY THE LAND AUTHORITY WITH THE AGRICULTURAL LESSEES OF THE LAND IN QUESTION HAS TRANSGRESSED THE LEASEHOLD RELATIONS WITH THE DEFENDANT APPELLEE.[27]

From the pleadings, the critical issue for resolution is whether or not the Director of Lands had power to convey by way of lease the property owned by the Republic for a period longer than one (1) year, for if he had, then the validity of the lease in defendant's favor will have to be upheld.

In its dismissal Order dated June 24, 1970, the Court *a quo* stated that when the Director of Lands entered into a contract of lease with defendant on March 31, 1955, the Director of Lands exercised his powers, authority and functions not as a Director of Lands as constituted within the meaning of the Revised Administrative Code but as head of the Division of Landed Estates in the Bureau of Lands, with the same powers, functions and authority vested in the Administrator of the defunct corporation Rural Progress Administration; that the powers exercised by the Director of Lands was a corporate power vested in him by Commonwealth Act No. 378 pursuant to Executive Order No. 206 dated May 31, 1939; that as Administrator of the Crisostomo Estate which is a patrimonial property of the State, the Director of Lands went down to the level of a private individual and did not have to seek further authority for such authority has been vested in him by law.

We hold that the Director of Lands acted within his power and authority as head of the Division of Landed Estates when he entered into the contract of lease with defendant on March 31, 1955 for a period of ten (10) years renewable for a like period, at the lessee's option.

The Director of Lands was not acting merely as an agent in the sense that he still needed a special power of attorney to lease the real property to another person for more than one (1) year under Article 1878 (8) of the Civil Code. After the war, administration of the Crisostomo Estate was turned over to the Rural Progress Administration by Administrative Order No. 36 issued by President Manuel Roxas, and thereafter, on November 28, 1950, administration reverted to the Bureau of Lands, particularly in the latter's newly created Division of Landed Estates. When the Director of Lands, therefore, leased the property to defendant, he did so as a public officer and he represented the Government and stood for it as an "arm of the State." He acted by virtue of an authority vested in him by law and needed no further delegation of power. He was clothed with some part of the sovereignty of the State. He acted as a "vice principal" defined as "one vested with the entire management, control, and supervision of a particular work to be done, so as to say, not only what shall be done, but how it shall be done, and has full power and authority to command the men under him in the work, and the work is under his practical direction and control, save and except as he may receive directions from time to time from his employer, and there is ordinarily no one else present and authorized to superintend and direct the work of the men. He then represents the employer -- stands for the employer. When the foreman of a gang of men is invested with such control he is a vice principal (*Lindvall v. Woods*, 44 F. 855, 857)."[28] Directly empowered "to handle the various phases of the activities (presently) undertaken by the Rural Progress Administration," it was his duty to administer the Crisostomo Estate as he saw best and fit.

"When power or jurisdiction is delegated to any public officer over a subject matter, and its exercise is confided to his discretion, the acts done in the exercise of the authority are, in general, binding and valid as to the subject matter."[29]

At the time of the lease, the immediate objective was still to generate funds to carry out the purposes of the donation, and lease was one of the avenues therefor. In fact, on January 1, 1943, Lots Nos. 301, 883 and 1885 of the Estate had been leased for a period of ten (10) years to Ismael Lapuz; while Lot No. 1467 itself had also been leased to Zacarias de Guzman for a similar period.[30] The lease to defendant in 1955 for a period of ten (10) years, therefore, was but a continuation of the pre-war policy.

The lease contract being valid, its renewal for a like period of ten (10) years was likewise valid, the option therefor having been given to and having been exercised by defendant lessee pursuant to the terms of the lease, *supra*.

But while we are finding that the lease contract was valid as well as the exercise by defendant of his option to renew, it is obvious that the period of the lease contract, even as renewed, had already expired on March 31, 1975. Since defendant is still occupying the subject premises, according to a Manifestation dated January 16, 1979 of Ms. Lourdes C. Tabañag of the Bureau of Agrarian Legal Assistance of the Ministry of Agrarian Reform, it will have to be held that defendant's occupancy thereof no longer finds any legal basis. He is a usurper and he has no right to legitimately continue in the use and enjoyment of the premises. He has become a possessor in bad faith.

"If the lessee continues enjoying the thing after the expiration of the contract, over the lessor's objection, the former shall be subject to the responsibilities of a possessor in bad faith." [31]

As claimed by plaintiff, it is entitled to reasonable compensation for the use of the premises by defendant. Plaintiff, however, reckons the date from April 1, 1966. Actually, considering our finding that the renewal of the lease was valid, this should commence only from April 1, 1976, or the day after the expiry of the renewal period. A detainer should be sentenced to pay not necessarily the rental fixed in the contract of lease that has expired but the reasonable compensation for the use and occupation of the detained premises. [32] Evidence herein as to such reasonable compensation is wanting, although plaintiff has prayed for payment of P4,000.00 per agricultural year, which defendant has not controverted. While a remand to the Court *a quo* for determination of such reasonable compensation is called for, it is our opinion that this would only unduly delay the final disposition of this case. A protracted hearing on the issue would not be far-fetched. In the interest of the faster termination of this suit, therefore, we fix the amount of the reasonable compensation for the use and occupation of the premises at P4,000.00 per year, which we find reasonable.

WHEREFORE, defendant Heraclio D. Diaz is hereby ordered:

- 1) to vacate immediately Lot No. 1467 of the Santa Rosa cadastre and deliver possession thereof to plaintiff, Republic of the Philippines, through the Ministry of Agrarian Reform as the successor of the Land Authority;
- 2) to pay plaintiff the arrears in rentals, if any, during the renewed period of the lease from April 1, 1966 to March 31, 1975, with interest at the legal rate from the date of delinquency; and
- 3) to pay plaintiff the amount of P4,000.00 a year as the reasonable compensation for the use and occupation of the leased premises commencing April 1, 1976, with interest at the legal rate, until such time as defendant shall have vacated the property.

With costs against defendant-appellee.

SO ORDERED.

Teehankee, (Chairman), Fernandez, Guerrero, and De Castro, JJ., concur.
Makasiar, J., took no part.

** Composed of Justices Hermogenes Concepcion Jr., Ramon C. Fernandez and Emilio A. Gancayco.

[1] pp. 31-33, Rollo.

[2] p. 5, Record on Appeal.

[3] See p. 214, Vol. 3, Crisostomo Estate Record, for the reproduction of the Last Will and Testament in Spanish; see also p. 337, Vol. 4, *ibid*, for the English translation.

[4] pp. 57-58, Record on Appeal; see also Executive Order No. 376, November 28, 1950.

[5] pp. 12-15, Record on Appeal.

[6] pp. 4-5, Appellant's Brief; see also p. 49, Record on Appeal.

[7] p. 19, Record on Appeal.

[8] p. 16, *ibid*.

[9] p. 19, *ibid*.

[10] *ibid*.

[11] p. 17, *ibid*.

[12] p. 18, *ibid*.

[13] pp. 20-21, *ibid*.

[14] p. 21, *ibid*.

[15] *ibid*.

[16] pp. 19-22, Record on Appeal.

[17] pp. 7-9, *ibid*.

[18] pp. 4-11, *ibid*.

[19] pp. 23-31, *ibid*.

[20] pp. 33-34, *ibid*.

[21] p. 35, *ibid*.

[22] p. 40, *ibid*.

[23] p. 52, *ibid*.

[24] pp. 67-68, *ibid*.

[25] pp. 68-69, *ibid*.

[26] pp. 31-33, Rollo.

[27] pp. 1-2, Appellant's Brief.

[28] Words & Phrases, Vice Principal, p. 404.

[29] 63 Am Jur 2d, p. 786.

[30] Letter dated March 28, 1947 of the Director of Lands, Jose P. Dans to the Secretary of Justice.

[31] Art. 1671, Civil Code.

[32] Secs. 6 & 8, Rule 70, Rules of Court.

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.