

MEYNARDO POLICARPIO, PETITIONER, VS. COURT OF APPEALS AND ROSITO PUECHI S. UY, RESPONDENTS.

G.R. No. 116211. March 07, 1997

Ponente: PANGANIBAN, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-116211/>

PANGANIBAN, J.:

The Court finds occasion to apply the general principles of constructive trust as authorized by the Civil Code in granting this petition and in compelling private respondent to implement his trust relationship with petitioner.

This is a petition under Rule 45 of the Rules of Court to reverse the Decision[1] of public respondent[2] in CA-G.R. CV No. 32821 promulgated on March 21, 1994, and the Resolution[3] promulgated on July 5, 1994, denying petitioner's motion for reconsideration.

The dispositive portion of the assailed Decision reads:[4]

"WHEREFORE, in view of the foregoing, judgment is hereby rendered:

1. REVERSING and SETTING ASIDE the appealed decision dated 10 September 1990;
2. DISMISSING the Complaint; and
3. Without pronouncement as to costs."

The Facts

The facts of the case, as culled from the challenged Decision, are simple. Petitioner (along with his co-plaintiffs in the antecedent cases, namely, Rodolfo Gayatin, Jose Villacin and Jocelyn Montinola)[5] and private respondent were former tenants of the 30-door Barretto Apartments formerly owned by Serapia Realty, Inc.. Sometime in April 1984, private respondent was elected President of the Barretto Tenants Association (hereafter referred to as the "Association") which was formed, among others, "to promote, safeguard and protect the general interest and welfare of its members." [6]

In a letter dated July 30, 1984, private respondent as president of the Association sought the assistance of the then Minister of Human Settlements to cause the expropriation of the subject property under the Urban Land Reform Program for subsequent resale to its tenants. The matter was endorsed to the Human Settlements Regulatory Commission, which in a letter dated November 5, 1984, signed by Commissioner and Chief Executive Officer Ernesto C. Mendiola, rejected the tenant's request for expropriation. The letter stated in part:[7]

"At the moment, the effects of the provisions of PD 1517, otherwise known as the Urban Land Reform Decree, are limited only to the proclaimed 245 APD's and/or ULRZ's. Be informed further that, pursuant to Rule VIII & IX of the Rules and Regulations of the abovementioned Decree, expropriation will be availed of only as a last resort as there are various modes of Land Acquisition/Disposition techniques which the Ministry can avail of to help bonafide (sic) tenants/residents of a certain area."

Failing to get the assistance of the government, the tenants undertook to negotiate directly with the owners of the Barretto Apartments. Initially, Private Respondent Rosito Uy orally expressed to Mrs. Rosita Barretto Ochoa the tenants' desire to purchase their respective units. Later, in a letter dated May 29, 1985, signed by thirty (30) tenants of the commercial and residential units, the tenants formally expressed to Mrs. Ochoa their intent to purchase.

On July 27, 1985, Serapia Real Estate, Inc., sent to Rosito Uy, in his capacity as president of the Association, the following letter:[8]

"Sir:

This is in response to your letter regarding your intent to buy our property together with its improvements located at corners Haig and Romualdez Streets and along Gen. Kalentong Street, Mandaluyong, Metro Manila. We would like to inform you that we are offering to sell the said property at a price of FOUR MILLION FIVE HUNDRED THOUSAND (P4,500,000.00) PESOS ONLY, under the following Terms and Conditions:

AREA: 2,237 square meters

Manner of Payment: An earnest money of P100,00.00 within 30 days.

Full payment payable within 60 days.

This offer is on a 'FIRST COME FIRST SERVED BASIS' and our price is good only within 60 days or until September 30, 1985 only.

Thank You."

In addition, Serapia Realty, Inc., sent to spouses Gayatin a mimeographed letter stating:[9]

"November 15, 1985

Mr./Mrs. Gayatin

SIR/MADAM:

Please be informed that we are intending to sell the unit you are now occupying.

We are therefore giving you the first priority to purchase the same, if you desire.

We are giving you a period of ten (10) days from receipt hereof to see us(.) otherwise, we will consider your inaction a waiver in (sic) your part to purchase the same.

Very truly yours,

SERAFIA REALTY INC.

By: S/ Mrs. Rosa B. Ochoa

T/ Mrs. Rosa B. Ochoa

Kalentong Mandaluyong,

Metro Manila

(Authorize (sic) representative)"

On November 20, 1985, Rodolfo Gayatin acknowledged receipt of the said letter with a request that he be furnished with the following information:[10]

- “a. Consideration of the sale;
- b. Terms and conditions of the sale; and
- c. Plan indicating the areas and boundaries of each unit.”

Letters acknowledging receipt of Mrs. Ochoa's letter of intent to sell the apartment unit occupied by the tenants were sent by Dionisio Enriquez and Elena J. Bañares. The tenants designated and appointed private respondent as their president to negotiate with Serapia Realty, Inc.. But the negotiations apparently did not ripen into a perfected sale.

One and a half years later, on March 12, 1987, petitioner and his co-plaintiffs were notified that private respondent was the new owner of the apartment units occupied by them. Believing that they had been betrayed by their Association president, petitioner sued for "Redemption and Damages with Prayer For Preliminary Injunction."

Private respondent counter-sued for Damages and Accion Publiciana with Preliminary Attachment. Joint trial of the two cases ensued. The trial court found that private respondent had been designated and entrusted by plaintiffs to negotiate with the Barretto family for the sale of the units. It also found that a constructive trust was created between the private respondent as "the cestui que trust [should be trustee] and plaintiffs as beneficiaries [or cestuis que trust] vis-à-vis the subject units." [11] The dispositive portion of the trial court decision reads: [12]

"WHEREFORE, judgment is hereby rendered in the above-entitled cases in favor of plaintiffs Rodolfo Gayatin, Jose Villacin, Jocelyn Montinola and Meynardo Policarpio, and against defendant, Rosito Puechi S. Uy, -

1. Ordering said defendant to execute the corresponding deeds of conveyance in favor of plaintiffs Meynardo Policarpio, Jocelyn Montinola, Jose Villacin and Rodolfo Gayatin covering Door 8, Lot 14; Door 3, Lot 9; Door 2, Lot 9; and Door 1, Lot 9, upon refund by the plaintiffs to the defendant of the sums of P35,200.00; P35,520.00; P35,600.00 and P47,200.00 respectively, without any interest.

Should defendant Uy fail to so execute the deeds of conveyance herein ordered within fifteen (15) days from finality of judgment, the Clerk of this Court will execute the same and the Register of Deeds will be ordered to nullify the certificates of title in the name of said defendant and to issue other certificates of title in favor of the four above-named plaintiffs, respectively; and to pay to the plaintiffs the following sums:

- a) P15,000.00 as attorney's fees;
- b) P40,000.00 as moral damages; and
- c) P20,000.00 as exemplary damages,

all with interest at 12% per annum from date of this decision;

- 2. Dismissing the Complaint in Civil Case No. 54444 as far as defendant Serapia Real Estate Inc. is concerned;
- 3. Dismissing defendants' counterclaims in Civil Case No. 54444; and
- 4. Dismissing Rosito Puechi Uy's complaint in Civil Case No. 55739.

Costs against defendant Uy."

Private respondent appealed the decision to public respondent which as earlier stated reversed the decision and denied the subsequent motion for reconsideration. Hence, this petition only by Meynardo Policarpio. His co-plaintiff in the antecedent case, Jose Villacin, filed a Petition for Intervention [13] on March 28, 1995, which

the First Division of this Court in a Resolution dated June 26, 1995, denied for lack of merit, because Villacin's earlier petition docketed as G.R. No. 116137 (Jose Villacin vs. Court of Appeals, et al.) had already been dismissed for failure to attach an affidavit of service.[14]

The Issue

The sole issue raised by petitioner in this appeal is:[15]

"The respondent Court erred in reversing the finding of the trial court that a constructive trust existed between the plaintiffs and the defendant."

Public respondent, in finding that a constructive trust had not been created, ruled:[16]

"The contemporary and subsequent acts of the parties herein fail to convince Us that a constructive trust exists for the benefit of the appellees (tenants). A reading of the Articles of Incorporation of Barretto Apartment Tenants Association, Inc. (Exh. 'J') shows that the purpose for its formation is couched in general terms without specifically stipulating the proposed purchase and sale of the apartment units. While it may be conceded that the sale to the tenants was a general concern that would have redounded to their benefit, still it cannot be denied that the transaction could not have been effected unless the tenants and the owners came to terms regarding the sale. The record reveals that appellant (herein private respondent) did in fact send several communications, first to the Ministry of Human Settlements and when this avenue did not prosper, to the Barretto family in an effort to pursue their common desire to own their respective unit(s). The letter to the Minister of Human Settlements is dated July 30, 1984 (Exh. 'J') about a year before the execution of the Articles of Incorporation on 06 August 1985. Incidentally, no evidence appears on record to show that the Association filed the requisite documents for incorporation with the Securities and Exchange Commission.

The Deeds of Absolute Sale in favor of appellant over appellees' unit appear to have been executed on 05 August 1986 (Exhs. 'B' to 'F') or about two (2) years after appellant was designated President of the Association and approximately one (1) year after the Articles of Incorporation were drawn up and signed by the parties. (Exhibit 'S')"

Public respondent contended that plaintiffs were informed of the negotiations for the purchase and sale of property. Further, public respondent said:

"it appears incumbent upon the tenants to verify from time to time on (sic) the progress of the negotiations not only from Mrs. Ochoa but also from appellant who live (sic) in the same apartment complex. Their inaction leads to the impression that they lacked interest to pursue their original plan to purchase the property or they could not agree on the terms and conditions for the sale."[17]

Before us, petitioner argues that public respondent erred in stating that "there was no common interest on the part of the members of the association to purchase units they were occupying." [18] He also maintains that it is immaterial whether the intent to buy the units was specifically stated in the purposes of the Association. What is important is that the "contemporary and subsequent acts of parties indicated such a purpose." Petitioner insists that the tenants had authorized and private respondent had agreed to negotiate with the owners regarding the terms of the sale, precisely to conform to the desire of the owners to deal with only one person. Petitioner vehemently denies that the co-tenants of private respondent "had revoked or withdrawn the authority and trust reposed on the private respondent to act as negotiator in their behalf." [19]

Private respondent rebuts by saying that the entire property consisting of thirty (30) doors was not sold on one particular date. Rather, there were actually two batches of sale. He asserts that petitioner, in feigning ignorance of

the two batches of sale and suing private respondent, had created an alibi to suspend payment of rental for years.[20]

It should also be considered, states private respondent, that upon denial of the tenants' request for expropriation by the Ministry of Human Settlements, and the revelation that Barretto's apartments were heavily encumbered, tenants "completely abandoned the plan to organize a formal association." Assuming for the sake of argument, adds private respondent, that the informal Association created a relationship among the parties, "the same ceased and expired by virtue of the act of the owners of the apartment who directly deal with the tenants" under Article 1924[21] of the Civil Code.[22]

The Court's Ruling

We find for petitioner.

As a rule, the jurisdiction of this Court in cases brought before it from the Court of Appeals is limited to the review and revision of errors of law allegedly committed by the appellate court. However, when there is conflict between the factual findings of the Court of Appeals and the trial court,[23] the Court may review such findings and conclusions, as we now do.

We hold that an implied trust was created by the agreement between petitioner (and the other tenants) and private respondent. Implied trusts are those which, without being expressed, are deducible from the nature of the transaction by operation of law as matters of equity, independently of the particular intention of the parties.[24] Constructive trusts are created in order to satisfy the demands of justice and prevent unjust enrichment. They arise against one who, by fraud, duress or abuse of confidence, obtains or holds the legal right to property which he ought not, in equity and good conscience, to hold.[25] It is not necessary that the intention of the tenants to purchase their apartments units be categorically stated in the purposes of their Association. A constructive trust as invoked by petitioner can be implied from the nature of the transaction as a matter of equity, regardless of the absence of such intention in the purposes of their Association. During his negotiations with Serapia Realty, Inc., private respondent admitted that he was not only representing himself but also the other tenants as president of the Association. This admission recognized the confidence reposed in him by his co-tenants. He testified:[26]

Q Apart from the Regulatory Commission, and from the First Lady Imelda Marcos, you did not make any communication to any person or body in your capacity as President of the Association anymore?

A We also tried to negotiate with Mr. Ochoa.

Q What was your purpose of attempting to communicate with Mr. Ochoa?

A So that those who cannot afford to pay in cash can be allowed to pay in installment.

Q You used the word 'we', to whom are you referring to?

A My co-tenants in the apartment.

Q And when you made representations with the owner of the apartment, you were doing this in your capacity as President?

A Both as individual member and as President.

Q In your capacity as both individual member and President?

A Yes, sir."

Alfonso Barretto, president of Serapia Realty Estate Corporation, testified that the owners wanted to deal with one "spokesman." [27] Hence, the tenants authorized private respondent to negotiate on their behalf. Unfortunately, private respondent negotiated for himself only, and successfully purchased eight (8) apartment units and secured an authority to sell the remaining twenty-two (22) units.

Private respondent alleges that, after being informed by the owner, petitioner, together with the latter's co-plaintiffs in the action for redemption, did not want to contribute funds to redeem the encumbered apartment. (Such redemption was required before the units could be sold.) The trial court debunked this allegation thus:[28]

" x x x. It taxes the mind no end to accept defendant's claim that when the units which the tenants have for years been dreaming of owning one day were ready to be sold to them, all of them would suddenly become `reluctant,' to quote his word, to buy them. Considering the virtually (sic) give-away considerations (P42,200.00, P35,600.00, P35,520.00 and P35,200.00) for the subject units all of which were uniformly two-storey apartments with '2 bedrooms, living and dining rooms and kitchen' (citing TSN, January 12, 1990, p. 7) situated in a strategic and prime area, it is unbelievable and inconsistent with the ordinary imperatives of human experience for the plaintiffs to suddenly show reluctance towards the opportunity they have been expecting and preparing for all along."

If only the tenants had been informed by private respondent of this predicament of the owners, surely they would have raised the required amount to redeem the property and, in turn, acquired the units being rented by them. The incriminating admission of private respondent that he had not informed the plaintiffs in the redemption case of the prices at which the apartment units were sold demonstrated beyond cavil his betrayal of their trust:[29]

Q Did you inform veragally (sic) these 4 plaintiffs that their apartments were being bought at P47,200.00, P35,600, P35,520 and P35,200?

A I did not.

Q As President of the association who got the trust and confidence of the members including the 4 plaintiffs, did you not consider it in keeping with trust and confidence to officially inform them that these apartments is (sic) being sold at that (sic) prices and if you could buy this (sic), you pay this (sic) amount. You did not inform them, is it not?

ATTY. BALLELOS (counsel for private respondent):

Already answered. He did not inform them but as far as the amount is concerned as a matter of discretion."

The ability of the tenants to pay the purchase price for their units was clearly found by trial court to be sufficient; and this finding was not contested by private respondent, to wit:[30]

"The ability of the plaintiffs to pay for their respective apartment units in question is demonstrated when they promptly complied with the Court's Order of March 15, 1990 `to pay to the Branch Clerk of this Court all the rentals due on their respective units from the time they stopped paying up to this month of March, which amounts were ordered to be deposited `with the Philippine National Bank, Pasig Branch, Shaw Blvd., Pasig, in self-renewing 120-day time deposits,' which now stands at P126,434.84 (including `the monthly rentals in the same amount that they were last paying to defendant Serapia Real Estate, Inc.,' from the month of April 1990 to July 1990) per PNB Certificates of Time Deposit Nos. 713637-C, 713638-C, 713639-C, 713640-C and 6713641-C, all dated August 30, 1990, now in the possession of the Branch Clerk of this Court."

The tenants could not be faulted for not inquiring into the status of private respondent's negotiation with the owners of the apartments. They had a right to expect private respondent to be true to his duty as their representative and to take the initiative of informing them of the progress of his negotiations.

The sale of the apartments in favor of private respondent was on August 6, 1986. Yet, it was only on March 27, 1987, that he informed the tenants of such sale. If he was in good faith, why the delay? Obviously, he hid the perfection of the sale from them. Why did he not inform the tenants that he was the owner as soon as the sale was consummated if, according to him, his co-tenants were unwilling to share the expenses of redemption? His co-tenants could not have blamed him for acquiring the entire property; after all, they supposedly did not have the money to contribute. Truly, the actuations of private respondent show nothing but greed on his part; he purchased

the units for himself at bargain prices so he could resell them at a profit at the expense of the tenants. This violation of the trust reposed in him warrants the sanction provided by the equitable rule on which constructive trust is founded. Unfortunately, however, not all the plaintiffs in the original redemption case will be able to avail of this award because a party who has not appealed from the decision may not obtain any affirmative relief from the appellate court other than what he had obtained from the lower court, if any, whose decision is brought up on appeal.[31]

The conclusion we thus reach in this case, finding constructive trust under Article 1447[32] of the New Civil Code, rests on the general principles on trust which, by Article 1442, have been adopted or incorporated into our civil law, to the extent that such principles are not inconsistent with the Civil Code, other statutes and the Rules of Court.

This Court has ruled in the case of *Sumaoang vs. Judge, RTC, Br. XXXI, Guimba, Nueva Ecija*[33] that:

"A constructive trust, otherwise known as a trust ex maleficio, a trust ex delicto, a trust de son tort, an involuntary trust, or an implied trust, is a trust by operation of law which arises contrary to intention and in invitum, against one who, by fraud, actual or constructive, by duress or abuse of confidence, by commission of wrong, or by any form of unconscionable conduct, artifice, concealment, or questionable means, or who in any way against equity and good conscience, either has obtained or holds the legal right to property which he ought not, in equity and good conscience, hold and enjoy. It is raised by equity to satisfy the demands of justice. However, a constructive trust does not arise on every moral wrong in acquiring or holding property or on every abuse of confidence in business or other affairs; ordinarily such a trust arises and will be declared only on wrongful acquisitions or retentions of property of which equity, in accordance with its fundamental principles and the traditional exercise of its jurisdiction or in accordance with statutory provision, takes cognizance. It has been broadly ruled that a breach of confidence, although in business or social relations, rendering an acquisition or retention of property by one person unconscionable against another, raises a constructive trust.

And specifically applicable to the case at bar is the doctrine that 'A constructive trust is substantially an appropriate remedy against unjust enrichment. It is raised by equity in respect of property, which has been acquired by fraud, or where although acquired originally without fraud, it is against equity that it should be retained by the person holding it.'

The above principle is not in conflict with the New Civil Code, Codes of Commerce, Rules of Court and special laws. And since We are a court of law and of equity, the case at bar must be resolved on the general principles of law on constructive trust which basically rest on equitable considerations in order to satisfy the demands of justice, morality, conscience and fair dealing and thus protect the innocent against fraud. As the respondent court said, 'It behooves upon the courts to shield fiduciary relations against every manner of chicanery or detestable design cloaked by legal technicalities.'"

Although the citations in the said case originated from American jurisprudence, they may well be applied in our jurisdiction. "(S)ince the law of trust has been more frequently applied in England and in the United States than it has been in Spain, we may draw freely upon American precedents in determining the effects of trusts, especially so because the trusts known to American and English equity jurisprudence are derived from the fidei commissa of the Roman Law and are based entirely upon civil law principles." [34]

Having concluded that private respondent willfully violated the trust reposed in him by his co-tenants, we consider it a serious matter of "justice, morality, conscience and fair dealing" that he should not be allowed to profit from his breach of trust. "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 latter without just or legal ground, shall return the same to him." [35] Thus, petitioner is granted the opportunity to purchase the property which should have been his long ago had private respondent been faithful to his trust.

We only regret that we cannot grant the same opportunity to the other beneficiaries or cestuis que trust for their failure to perfect their petitions for review of the respondent Court's Decision.

WHEREFORE, the petition is hereby GRANTED. The assailed Decision and Resolution are hereby REVERSED and SET ASIDE. Consistent with the trial court's decision, Private Respondent Rosito Puechi S. Uy is ORDERED to EXECUTE a deed of conveyance covering Door 8, Lot 14, in favor of Petitioner Meynardo Policarpio upon the latter's payment of P35,200.00 without any interest.

No costs.

SO ORDERED.

Narvasa, C.J., (Chairman), Davide, Jr., Melo, and Francisco, JJ., concur.

[1] Rollo, pp. 30-42.

[2] Sixteenth Division composed of Justice Pacita Cañizares-Nye, ponente, and Justices Jorge S. Imperial and Eduardo G. Montenegro, concurring.

[3] Rollo, p. 44.

[4] Ibid., pp. 41-42.

[5] In Civil Case Nos. 54444 for Redemption and Damages with Prayer for Preliminary Injunction and 55739 for Damages, Accion Publiciana with Preliminary Attachment filed before Branch CLI (151) of the Regional Trial Court in Pasig.

[6] Rollo, p. 32.

[7] Ibid., pp. 32-33.

[8] Ibid., p. 33.

[9] Ibid., p. 34.

[10] Ibid., p. 34.

[11] Ibid., p. 84.

[12] Ibid., pp.30-31.

[13] Ibid., pp. 197-230.

[14] Ibid., p. 249.

[15] Ibid., p. 20.

[16] Ibid., p. 40.

[17] Ibid., p. 41.

[18] Ibid., p. 21.

[19] Ibid., pp. 20-23.

[20] Ibid., pp. 135-141.

[21]"Article 1924. The agency is revoked if the principal directly manages the business entrusted to the agent,

dealing directly with third persons."

[22] Rollo, p. 138.

[23] Quebral vs. Court of Appeals, 252 SCRA 353, 364, January 25, 1996; Co vs. Court of Appeals, 247 SCRA 195, 200, August 11, 1994 citing Gaw vs. Intermediate Appellate Court, 220 SCRA 405, March 24, 1993. See also Florentino Reyes, et al. vs. Court of Appeals, G.R. No. 110207, July 11, 1996, for the ten exceptions to the rule that findings of facts of the Court of Appeals are binding to this Court.

[24] Cuaycong vs. Cuaycong, 21 SCRA 1192, 1196-1197, December 11, 1967, citing 89 C.J.S. 722, 724.

[25] Vda. De Esconde vs. Court of Appeals, 253 SCRA 66, 73-74, February 1, 1996, citing O'Laco vs. Co Cho Chit, 220 SCRA 656, 663, March 31, 1993. See also 89 C.J.S. 726-727 and 76 Am Jur 2d 446.

[26] TSN, May 15, 1990, pp. 11-12.

[27] TSN, January 12, 1990, p. 3.

[28] Rollo, pp. 82-83.

[29] TSN, May 15, 1990, p. 17.

[30] Rollo, pp. 83-84.

[31] Atlantic Gulf and Pacific Company of Manila, Inc. vs. Court of Appeals, 247 SCRA 606, August 23, 1995; Santos vs. Court of Appeals, 221 SCRA 42, 46, April 6, 1993 citing De Lima vs. Laguna Tayabas Co., 160 SCRA 70, 76, April 15, 1988.

[32] Article 1447 of the Civil Code provides:

"ART. 1447. The enumeration of the following cases of implied trust does not exclude others established by the general law of trust, but the limitation laid down in Article 1442 shall be applicable."

[33] 215 SCRA 136, 147, October 26, 1992, citing Roa, Jr. vs. Court of Appeals, 123 SCRA 3, June 28, 1983.

[34] Miguel vs. Court of Appeals, 29 SCRA 760, 775, October 30, 1969, citing Government of the Philippine Islands vs. Abadilla, 46 Phil. 642 (1924).

[35] Article 22 of the Civil Code.

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.