

**JANG LIM, WILFREDO MARIGA, AMIL MAULANA, ROLANDO SANTOS,
MARCIANO VICTORIANO, JR., SHERILYN TAUPAN, BADO
DELASANTOS, CELSO ARANETA, FELIX BAGUIO, ANECETO LAS
PINAS, VICENTE ESCA...**

G.R. No. 124630. February 19, 1999

Ponente: QUISUMBING, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-124630/>

QUISUMBING, J.:

Asserting grave abuse of discretion amounting to lack or excess of jurisdiction, petitioners seek to annul the Resolutions[1] of public respondent National Labor Relations Commission ("NLRC")[2] promulgated on October 23, 1995 and January 16, 1996.

The relevant factual and procedural antecedents of the case, as culled from the records, are as follows:

"Petitioners are regular workers of private respondent Cotabato Timberland Co. Inc. ('CTCI' for brevity) who were initially hired to perform milling and piling [sic] works [sic] at EX-ARANETA by M & S Company, a sister company of CTCI.

Thereafter, EX-ARANETA was closed and the sawmill operation of M & S Company was transferred to private respondent TIMEX SAWMILL, a subsidiary of respondent CTCI where Melchor Borbon is the Administrative Manager. The transfer was done sometime in July 1989."[3]

"The production and manufacture of plywood and veneer involves the following steps: (1) rebucking; (2) peeling; (3) drying; (4) splicing; (5) gluing; (6) pressing; (7) sizing; (8) putty application; (9) [s]anding; and (10) finishing [(i)bid.].

However, there are allegedly other odd jobs independent from the main plywood production or manufacturing operations, which require manpower, like the milling, piling and bundling of logs (sic) ends or sawn lumber in small scale, as well as clearing and hauling of firewood or waste firewood (ibid., Affidavit of Esperidion Tagalo, p. 1).

In mid-1989, CTCI experienced an abnormal rise in demand for its plywood and other lumber products. CTCI's regular workers could not allegedly cope with this demand, and this in turn led to an increased need for additional manpower on the part of CTCI to enable it to meet such demand (CTCI's Position Paper, p. 3)."[4]

"The hiring of herein [p]etitioners was facilitated through Teddy Arabi, who was tapped and hired by private respondent CTCI to recruit [p]etitioners under strict instructions. Majority of herein [p]etitioners are neighbors, friends and provincemates of Teddy Arabi. In short, [p]etitioners were engaged, briefed and instructed by CTCI before the commencement of their respective works. Teddy Arabi never maintained an office in private respondent's company since his main task is simply to recruit, under strict instruction, additional workers as the need arises."[5]

"Respondent Teddy Arabi was allegedly provided office space within the Timex sawmill premises, but had no equipment, tools, and capital of his own to carry on his work; CTCI lent him the tools and equipment to

undertake his milling, piling and bundling work (CTCI's Position Paper, Joint Affidavit of Geronimo Bala and Romeo Enriquez, p. 1, and Affidavit of Melchor Borbon, p. 1).

Work activities and schedules pertaining [to] sawmill manning and (sic) operations as well as other aspects of work of the complainants were set by CTCI, through administrative personnel like Geronimo M. Bala (Complainants' Position Paper, Annex K), Romeo Enriquez, a foreman/supervisor; Malone L. Paquiao, sawmill manager; and respondent Melchor D. Borbon, administrative manager (Teddy Arabi's Position Paper, p. 2 and Exhs. A, B, C & D; CTCI's Position Paper, Annex 3).

The complainants worked on shifting, initially, in three (3) shifts - 7:00 a.m. to 3:00 p.m.; then, 3:00 p.m. to 11:00 p.m.; and finally, 11:00 p.m. to 7:00 a.m. (Complainants' Position Paper, p. 4 and Exh. K). Subsequently, however, in January 1990, when demand for CTCI wood products was reduced, CTCI decided to cut the number of shifts to only two (CTCI's Position Paper, Affidavit of Teofilo Navales, p. 1).

Respondent Teddy Arabi appeared to have been paid by CTCI on the basis of sawmill production and/or number of workers or time used in a certain job or area of operation (ibid., Annexes 1 to 10-B, inclusive, [sic] of Affidavit of Esperidion Tagalog). The former respondent [sic] in turn paid the complainant[s] their wages, at the rate of P35.00 daily starting July 1989 and P50.00 daily, starting April 1990 (Complainants' Position Paper, p. 3), which they continued to have (sic) up to the time this case was filed on 17 October 1994 (ibid., pp. 3-4).

It appears that aside from said basic wages, the complainants were not paid anything else."^[6]

"Considering that herein [p]etitioners were exploited and underpaid, Teddy Arabi was also tasked by private respondent CTCI to double as an "enforcer" to sweet talk, threaten or silence any worker who would inquire or question their unconscionably P50.00 per day wage rate and other unpaid labor standards benefits.

For effectivity and faster communication, private respondent CTCI provided Teddy Arabi and his brother Ronie (also an employee of CTCI) with hand-held radios so that the latter could immediately contact the former whenever some (sic) problem (sic) arises (sic) from among (sic) the workers in the work premises. Because of this set-up, complaining workers usually do not anymore pursue their labor claims against CTCI with the Department of Labor and Employment. This has been the modus operandi of private respondent CTCI.

Petitioners continued working as workers/laborers at TIMEX SAWMILL and were working under the full control and supervision of CTCI's personnel such as [c]heckers, [y]ard [m]asters, [c]lerk[s], [a]uditors, [f]ormen (sic) and [s]upervisors.

Eventually, the working conditions thereat became uncontrollable and Teddy Arabi became helpless in controlling the worker's demands. On May 26, 1994, a letter-complaint was filed by [a] group of disgruntled workers with the DOLE, Region IX Office, Zamboanga City for unpaid Labor Standards benefits due them. Thereafter, their group of complainants were continuously harassed and intimidated by management people and [were told] that if they will pursue their complaints, their services will be terminated and no benefits whatsoever shall be paid them.

Fortunately, private respondent CTCI managed to convince Teddy Arabi to intercede in this problem and subsequently, an amicable settlement was effected between CTCI and the complaining workers. CTCI paid a total of P223,531.25 as settlement to (sic) the claims of the workers. However, CTCI, with ill-motives, maliciously made it appear in the signed quitclaims of the complaining workers that Teddy Arabi was the workers' employer and the one who paid their claims. However, the checks were issued in the name of CTCI.

Thereafter on June 17, 1994, [p]etitioners were warned verbally by Admin[istration] Personnel that allegedly (sic) top management has been dissatisfied with their work performance and production output results and that very soon their services will be terminated.

Eventually, [p]etitioners were barred from entering the main gate of respondent CTCI on July 31, 1994 by the company security guards when they reported for work. Petitioners were informed by the guards that they were already terminated effective that day and should not anymore report for work.

Evidently, [p]etitioners' termination was without notice and without the observance of due process required under the Labor Code and the Constitution. Thus, [p]etitioners, in search for justice filed their respective complaints with the NLRC Regional Arbitration Branch 9, Zamboanga City, for the (sic) illegal dismissal and other monetary claims.

On May 17, 1995, Executive Labor Arbiter Rhett Julius Plagata rendered a decision in favor of herein [p]etitioners and against private respondent CTCI. The dispositive portion thereof (sic) provided, and we [q]quote:

“WHEREFORE, in view of the foregoing considerations, judgment is hereby rendered in the above-entitled case (1) Ordering Cotabato Timberland Company, Inc., through its president, manager, treasurer, cashier, or other proper officer, to pay the complainants the following awards in the following sums:

(a) For each of Jang Lim, Wilfredo Mariga, Amil Maulana, Rolando Santos, Marciano Victoriano, Jr., Sherilyn Taupan, Dabo Dela Santos, Celso Araneta, Felix Baguio, Aneceto Las Pinas, Vicente Escalicas, Nestor Varona, Razel Taupan, Vicente Wong, Carlos Babiga, Benjamin Estrallado, Zaldyvar Juaini, Roger Mostero, Florante Amis, Augusto Reyes, Jr., Victoria Gomez, Murside Hadjirol, Sandra Sincay, Minda Latip, Han Ammang, Edison Sincay, Titing Arasad, Omar Bayan, Maritess Verdon, Abraham Bayan, Rodelyn Del Rosario, Jefferson Sincay, Sagga Salian, Cherry Emmang, Banning Elias, Tessie Bait-it, Elecio Paradaz, Jr., Moid Sahiron Eddie Elias, Esmeralda Doble, Adayan Sukamo, Myla Mostero, Allan Pablan, Mahadum Mohammad, Jun Salcedo, Brando Diaz, Rolando Montejo, Abs Tapsi, Jakarta Suba, Wenceslao Alayan, Constancio Cativida, Restia Gomez, Nukkiya Servandi, Sandy Sincay, Jahirin Maulana, Mariam Daris, Aley Sajiin, Nursida Lahaman, Rahim Bayan, Salson Ibbob, Bausan Salian, Jimmylyto Ayco, Maribeth Limba, Tatah de la Cruz, Jalsum Ibbob, Endang Tondo, Nuralyn Yarte, Tatah Solomon, Lacaya Abutan, Chelton Emmang, Boy Sahira, Eddie Cadion, Armando Dela Cruz, Susana Arabejo, Tatah Jose, Darwesa Salcedo, Hussein Ammang, Ibrahim Elias, Marry Sadjail, Kemelde Okoy, Elias Paragas, and Maulay Taupan, Amelia Degarbis, John Okoy, and Luditha Talbobo:

Separation Pay----- P 7,432.80

Indemnity----- 1,000.00

Unpaid Wages----- 1,288.35

Wage Differentials----- 46,213.75

Night Shift Differential----- 705.26

Service Incentive Leave Pay----- 1,500.00

13th Month pay----- 9,493.12

Cost of Litigation and Attorney's Fees----- 6,772.32

Total----- P 74,495.60

(b) For each of Rudy Servandi, Nurmine Salapuddin, Rodriguez Ituralde, Ramon Ituralde, Henry Ituralde, Sonny Boy Deller, Saturnino Ituralde, Sammy Abdurajik, Usay Sahip and Kalbi Bayan:

Separation pay----- P 7,432.80

Indemnity----- 1,000.00

Unpaid Wages----- 1,288.35
Wage Differentials----- 41,195.95
Night Shift Differentials----- 643.75
Service Incentive Leave Pay----- 1,080.00
13th Month pay----- 6,832.96
Cost of Litigation and Attorney's Fees----- 5,947.38
Total----- P 65, 421.19

(2) Dismissing complainants' claim for holiday premium pay, for insufficiency of evidence; and

(3) Dismissing the complaints and claims of the complainants as against respondent Teddy Arabi, for lack of cause of action as against him.

SO ORDERED.'

“Private respondents (s) (sic) appealed the above-quoted decision to public respondent NLRC which promulgated its resolution on October 25, 1995 reversing and setting aside Executive Labor Arbiter Plagata's decision.”[7]

On January 16, 1996, the NLRC issued a Resolution[8] denying petitioners' motion for reconsideration for lack of merit. Hence, this petition.

In challenging the resolutions of the NLRC, the petitioners specifically cited the following errors allegedly committed:

I. Public respondent NLRC erred when it ruled that no employer-employee relationship exist (sic) between petitioners and private respondent CTCI.

II. Public respondent NLRC erred when it ruled that Teddy Arabi is an independent contractor and the employer of herein petitioners.”[9]

The principal query to be resolved now is whether the NLRC erred in finding that the petitioners herein are not employees of private respondent CTCI but of Teddy Arabi, allegedly an independent contractor.

At the outset, we note that as a general rule, findings of fact of administrative bodies like the NLRC are binding upon this Court. A review of such findings is justified, however, in instances when the findings of the NLRC differ from those of the labor arbiter, as in this case.

We turn now to the crux of the matter.

The existence of an employer-employee relationship is principally determined by the following indicia: (1) selection and engagement of the employee; (2) payment of wages; (3) power of dismissal; and (4) employer's power to control the employee with respect to the result to be done and to the means and methods by which the work is to be accomplished.[10]

Private respondent CTCI denies that it is involved in the selection of petitioners. It explained that it had a verbal contract with Arabi, allegedly an independent contractor, for the latter to undertake some of its milling and piling works.[11] According to petitioner, it merely accepts the workers provided by Arabi.

It is true that the records show that it was Arabi who "recruited" the petitioners to work for the company, the latter being neighbors, friends and provincemates of the former. However, it must be emphasized that Arabi "invited" or

"enlisted" the petitioners to work for CTCI only because the latter instructed him to do so. Arabi's main task is simply to recruit, under strict instructions from CTCI, additional workers as the need arises. In fact, before the petitioners were dispatched to perform their assigned tasks, they were engaged, briefed and instructed by CTCI. While it may be argued that Arabi played a role in the eventual selection and employment of the petitioners, it is clear that his involvement therein was at best perfunctory and mechanical. This is because the "recruitment" only starts when, in the discretion of CTCI, additional manpower is needed. Patently, the exercise of the power to select and engage the petitioners rested solely in CTCI.

With respect to the power of control over the result of the work to be done and to the means and methods by which the work is to be accomplished, CTCI alleges that it neither exercised nor exerted any control over petitioners because they never set foot on its premises. It argues that the "control test" has no application in the instant case because there was no occasion to control the petitioners.[12]

We, however, find persuasive support on record showing that CTCI exercised the power of control over the employees. As correctly found by the labor arbiter, the work activities and schedules of petitioners were set by CTCI.[13] Evidence of CTCI's absolute control and supervision over the manner and conduct of work of the petitioners can be established from the following: (1) the manning/shifting schedules of the petitioners were entirely prepared and approved by CTCI; and (2) photocopies of the company identification cards not only bear the name of the issuing company as "COTABATO TIMBERLAND CO., INC.", but were likewise countersigned by CTCI's Personnel Officer Teofilo Navales[14]. Also, the fact that on June 17, 1994, petitioners herein were advised that "the management of CTCI has been dissatisfied with their work performance and production output results", undoubtedly indicate CTCI's power to regulate and direct the means and methods to be utilized in petitioners' work.

Private respondent CTCI likewise contends that, assuming arguendo that the petitioners actually worked for CTCI, the services provided by the petitioners which include milling, piling and bundling of log ends or sawn lumber, and clearing and hauling of firewood or waste firewood, are not directly related nor necessary to its principal business. CTCI claims that these services are purely incidental to its principal business of producing and manufacturing plywood and veneer.

But as correctly found by the Labor Arbiter, "the complainants' work/job activities were necessary to CTCI's principal business".[15] We find that the petitioners performed usual, regular and necessary services for petitioner's production of goods. In *Zanotte Shoes v. NLRB*,[16] it was held that there is an employer-employee relationship where the work performed is clearly related to, and in the pursuit of, the principal business activity of the employer.

With respect to the payment of wages, private respondent CTCI alleges that the names of petitioners were not in the payrolls of the company. CTCI asserts that petitioners do not have any evidence to prove that it paid their salaries, directly or indirectly, or that they were issued payslips by the company.

We are not unaware of the practice among employers of not issuing payslips, precisely to evade the liabilities that correspond to "employers" as mandated under the Labor Code. Under the current practice a third person, usually the purported contractor (service or manpower placement agency), assumes the act of paying the wage.

"From the point of view of the contracted-out workers, the payment of wages must observe the conventional procedure. It is with the labor-only contractor whom they signed their contract of employment. Since the two-tier contract formatting is being made to operationalize, it thus becomes irrelevant whether or not their employer is a downright cabo or a labor-only contractor. What is important is that they receive their wages and are able to identify the person paying them."[17]

It is thus understandable why the petitioners were unable to present any payslip bearing the name of CTCI as employer. For the lowly workers, especially in far-flung areas where the wages are extremely low, it is enough that they actually receive their pay, oblivious of the need for payslips, unaware of its legal implications. In fine, we believe that the payment of petitioners' wages was coursed through Arabi, but the funds therefor came from the coffers of CTCI.

To further buttress its allegation that Arabi is an independent contractor, CTCI presented in evidence its letter dated August 9, 1993,[18] informing Arabi that payment for the contracted services will be on an output/bundled basis, and its letter dated August 2, 1994,[19] notifying Arabi of its decision to increase the workers' milling rate. CTCI also alleges that Arabi paid the workers through billings made on CTCI based on work output.[20]

We, however, find these averments unavailing in the face of more persuasive circumstances on record. As found by the Labor Arbiter:

"It appears that earlier, on 26 May 1994, some of complainants' co-workers filed a letter-complaint with the Department of Labor and Employment (D.O.L.E.) Regional Office No. 09, for certain labor claims. This allegedly resulted in the harassment and intimidation of the complainants by CTCI's Admin[istration] Personnel, that if complainants follow suit, their services will be terminated and that no benefits will be paid to them (Complainants' Position Paper, p.2).

It further appears that the said complain[t] was settled with CTCI purportedly lending Teddy Arabi the sum of P223,531.25 (CTCI's Comment on Complainants' Position Paper, Annex 1), which amount was paid to the complainants in said D.O.L.E. case (CTCI's Comment on Arabi's Position Paper, Annexes 1,2 & 3). Payments were by checks of CTCI to the individual complainants (ibid., Annex 3). In consideration of the payments, the worker-complainants concerned executed releases and quitclaims witnessed by CTCI's Teofilo Navales and respondent Teddy Arabi (Arabi's Rejoinder to CTCI's Comments, Annexes A to A-82)."[21]

If it were true that Arabi was the employer of the petitioners, then it does not make sense for CTCI to pay the labor benefits of the complaining workers, through the DOLE Regional Office, by means of its checks.[22] The reason CTCI paid the benefits is that it was, indeed, liable therefor as petitioners' employer.

CTCI's asseveration that it merely lent the amount of P223,531.25 to Arabi, is at best, a self-serving assertion not supported by the records.

With respect to the power of dismissal, the following facts belie the allegation that CTCI did not possess nor exercise the same: (1) Shortly after a group of disgruntled workers lodged a complaint with the DOLE Region IX Office, Zamboanga City, the complainants were continuously harassed and intimidated by management people and were told that if they would pursue their complaints, their services would be terminated and no benefits whatsoever would be paid to them; and (2) Petitioners were barred from entering the main gate of CTCI on July 31, 1994, when they reported for work, and were informed that they were already terminated effective that day. If it were true that Arabi, and not CTCI, was the employer of the petitioners, it should have been the former and not CTCI who should have taken steps to inform the petitioners of their termination.

CTCI is steadfast in its allegation that Arabi is an independent contractor and, thus, he alone is liable to petitioners as employer. However, we find this assertion devoid of convincing and substantial support.

Under DOLE Department Order No. 10 (1997),[23] contracting shall be legitimate if the following circumstances concur:

"i) The contractor or subcontractor carries on a distinct and independent business and undertakes to perform the job, work or service on its own account and under its own responsibility, according to its own manner and method, and free from the control and direction of the principal in all matters connected with the performance

of the work except as to the results thereof;

ii) The contractor or subcontractor has substantial capital or investment; and

iii) The agreement between the principal and contractor or subcontractor assures the contractual employees entitlement to all labor and occupational safety and health standards, free exercise of the right to self-organization, security of tenure, and social and welfare benefits."

CTCI contends that:

"11. Arabi had substantial capital. He had a service jeep and several fishing boats as declared by his former employees in a sworn statement (Joint Affidavit dated February 14, 1995 of Kuddur Allbani, Ramal Karagi and Salim Antong, Annex "5" Comment on Arabi's Position Paper). He also had a strapping machine for the bundling job he performed for the Respondent Companies (Joint Affidavit of Romeo Enriquez and Romeo Bala, December 23, 1994). In a case, this Honorable Court has held that even if the alleged contractor has no substantial investment in the form of tools, equipments and machineries, if it is shown that he has substantial capital to operate his business, than he may be considered an independent contractor [Neri v. National Labor Relations Commission, 224 SCRA 717 (1993)].[24]

However, the finding of the Labor Arbiter contradicts that contention, thus:

"As Teddy Arabi has no capital of his own in the form of equipment, tools, machineries and materials in undertaking sawing, milling, piling, bundling and clearing work for CTCI; as such activities are necessary to CTCI's plywood manufacturing and woodprocessing business operations; as Teddy Arabi's work premises are also the sawmill premises operated by CTCI; as the equipment and tools utilized in Teddy Arabi's undertaking actually belonged to CTCI which allegedly "lent" the same to him, then Teddy Arabi is only a "labor-only" contractor."[25]

The allegations that Arabi has sufficient capitalization or that he has investments in the form of tools, equipment, machineries, and work premises, are entirely unsubstantiated. In our view what clearly appears here is that Arabi is a mere agent of CTCI. His only job is to recruit and hire manpower as needed. Arabi is definitely not an independent contractor. Therefore, it is not Arabi but CTCI which is responsible to petitioners who must be deemed employed not by Arabi but by the company.[26]

The scourge of exploitation of labor, as shown by numerous petitions before us, remains pervasive. It is imperative for all government agencies concerned to exert all-out efforts to prevent any further violation or circumvention of the provisions of the Labor Code through deceptive devices and malpractices. Unscrupulous employers could not be allowed to hide behind labor-only contracting in order to escape the just claims of their workers and other employees.

WHEREFORE, the challenged resolutions dated October 23, 1995 and January 16, 1996, rendered by the NLRC in NLRC CA No. M-002543-95 are hereby SET ASIDE, and the decision of the Labor Arbiter of the NLRC Regional Arbitration Branch No. 09, Zamboanga City, promulgated on May 17, 1995, in NLRC Case No. RAB-09-1-0-00284-94 is hereby REINSTATED.

Costs against respondents.

SO ORDERED.

Bellosillo, (Chairman), Puno, Mendoza, and Buena, JJ., concur.

[1] Penned by Presiding Commissioner Musib M. Buat, and concurred in by Commissioner Oscar N. Abella and

Commissioner Leon G. Gonzaga, Jr., in NLRC Case No. M-002543-95.

[2] NLRC Fifth Division, Cagayan de Oro City.

[3] Petition, p. 5; rollo, p. 7.

[4] Decision, p. 4; Rollo, p. 55.

[5] Supra, note 3.

[6] Decision, p. 5; rollo, p. 56.

[7] Petition, pp. 5-10; rollo, pp. 7-12.

[8] Annex "B", Petition; rollo, pp. 46-50.

[9] Petition, pp. 10-11; rollo, pp. 12-13.

[10] *Zanotte Shoes, et al. v. NLRC, et al.*, 241 SCRA 261, 265 (1995); *Cabalan Pastulan Negrito Labor Association (CAPANELA), et al. v. NLRC, et al.*, 241 SCRA 643, 652-653 (1995).

[11] Private respondent's Comment, p.5; rollo, p. 92.

[12] *Id.*, p.4; rollo, p. 91.

[13] Decision., p. 8; rollo, p. 59.

[14] Petitioners' Consolidated Reply, p. 2; rollo, p. 119.

[15] Supra, note 13.

[16] Supra, note 10, at 264-265.

[17] Rodrigo P. Kapunan, *Labor-Only Contractors: New Generation of "CABOs"*, 65 Phil. L.J. 388 (1991).

[18] Annex "G", Petition; rollo, p. 73.

[19] Annex "H", Petition; rollo, p. 74.

[20] Private respondent's Comment, p. 5; rollo, p. 92.

[21] Decision, pp. 6-7; rollo, pp. 57-58.

[22] *Id.*, p. 8; rollo, p. 59.

[23] Amending the Rules Implementing Books III and IV of the Labor Code as Amended.

[24] Private respondent's Comment, p. 6; rollo, p.93.

[25] Decision, p. 9; rollo, p. 60.

[26] LABOR CODE, Article 106.

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.