

**RODIL ENTERPRISES, INC., PETITIONER, VS. COURT OF APPEALS,
CARMEN BONDOC, TERESITA BONDOC-ESTO, DIVISORIA
FOOTWEAR AND CHUA HUAY SOON, RESPONDENTS.**

G.R. No. 129609. November 29, 2001

Ponente: BELLOSILLO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-129609/>

BELLOSILLO, J.:

These twin petitions filed under Rule 45 seek to set aside the Decisions of the Court of Appeals in CA-G.R. Nos. 39919, 36381 and 37243.

Petitioner Rodil Enterprises Inc. (RODIL) is the lessee of the Ides O'Racca Building (O'RACCA) since 1959.[1] It was a "former alien property" over which the Republic of the Philippines acquired ownership by virtue of RA 477, as amended.[2]

Sometime in 1980 RODIL entered into a sublease contract with respondents Carmen Bondoc, Teresita Bondoc-Esto, Divisoria Footwear and Chua Huay Soon,[3] members of the Ides O'Racca Building Tenants Association Inc. (ASSOCIATION).

On 4 September 1972 the lease contract between RODIL and the REPUBLIC was renewed for another fifteen (15) years.[4] At that time the O'RACCA was under the administration of the Building Services and Real Property Management Office (BSRPMO) then headed by Director Jesus R. Factora.[5]

On 12 September 1982 BP 233[6] was enacted. It authorized the sale of "former alien properties" classified as commercial and industrial, and the O'RACCA building was classified as commercial property.[7]

On 8 January 1987 RODIL offered to purchase the subject property conformably with BP 233 and the REPUBLIC responded that its offer to purchase would be acted upon once the Committee on Appraisal shall have determined the market value of the property.[8]

On 22 July 1997 the ASSOCIATION also offered to lease the same building through the Department of General Services and Real Estate Property Management (DGSREPM).[9]

Pending action on the offer of RODIL to purchase the property, Director Factora of the BSRPMO granted RODIL's request for another renewal of the lease contract on 23 September 1987 for another five (5) years from 1 September 1987.[10] The renewal contract was forwarded to then Secretary Jose de Jesus of DGSREPM for approval.

On 25 September 1987 Undersecretary of DGSREPM Rufino B. Banas recommended to Secretary De Jesus the suspension of the approval of the renewal contract because the offer of the ASSOCIATION was more beneficial to the REPUBLIC.

Resultantly, on 30 September 1987 Secretary De Jesus issued another memorandum to Director Factora disapproving the renewal contract in favor of RODIL, at the same time recalling all papers signed by him

regarding the subject. Secretary De Jesus likewise directed RODIL to pay its realty tax delinquency and ordered the issuance of a temporary occupancy permit to the ASSOCIATION.[11]

On 6 October 1987 RODIL filed an action for specific performance, damages and injunction with prayer for temporary restraining order before the Regional Trial Court of Manila against the REPUBLIC, De Jesus, Banas, Factora and the ASSOCIATION.[12] RODIL prayed that a restraining order be issued enjoining the ASSOCIATION or any person acting under it from collecting rentals from the occupants or sub-lessees of O'RACCA. On 26 October 1987 the trial court granted the writ of preliminary injunction.[13] On appeal, the Court of Appeals upheld the issuance of the writ of preliminary injunction and ordered the deposit of the monthly rentals with the lower court pendente lite.

On 20 November 1987 the REPUBLIC, De Jesus, Banas and Factora filed their Answer with Counterclaim for damages. On 21 December 1987 the ASSOCIATION also filed its Answer with Counterclaim for damages.

De Jesus, Banas and Factora were later substituted by Secretary Fulgencio Factoran of the Department of Environment and Natural Resources (DENR) in the action for specific performance. On 31 May 1988 Factoran issued Order No. 1 designating the Land Management Bureau represented by Director Abelardo Palad, Jr. as custodian of all "former alien properties" owned by the REPUBLIC.

On 18 May 1992 RODIL signed a renewal contract with Director Palad which was approved by Secretary Factoran.[14] The renewal contract would extend the lease for ten (10) years from 1 September 1987. A supplement to the renewal contract was subsequently entered into on 25 May 1992 where rentals on the previous lease contract were increased.[15]

On 14 August 1992 the action for specific performance was dismissed by the trial court upon joint motion to dismiss by RODIL and the Solicitor General. The order of dismissal however was appealed by the ASSOCIATION to the Court of Appeals.[16]

On 25 September 1992 the spouses Saturnino Alvarez and Epifania Alvarez, sublessees of RODIL, filed with the Office of the President a letter-appeal assailing the authority of Factoran to enter into the renewal contract of 18 May 1992 with RODIL, and claiming the right to purchase the subject property.[17]

While the appeal of the ASSOCIATION from the order of dismissal and the letter-appeal of the spouses Alvarez were pending, the ASSOCIATION instituted Civil Case No. 92-63833 with the Regional Trial Court of Manila[18] praying for the setting aside of the renewal contract of 18 May 1992 as well as the supplementary contract of 25 May 1992, and further praying for the issuance of a writ of preliminary injunction. On 3 May 1993 the trial court denied the prayer for preliminary injunction.

On 30 July 1993 RODIL filed an action for unlawful detainer against Divisoria Footwear,[19] and on 4 August 1993, a similar action against Chua Huay Soon.[20]

On 10 September 1993 the trial court dismissed the action for declaration of nullity of the lease contract filed by the ASSOCIATION on the ground of *litis pendencia*. [21] The Order stated that the action for declaration of nullity and the action for specific performance filed by RODIL were practically between the same parties and for the same causes of action.[22] This Order was appealed by the ASSOCIATION to the Court of Appeals.[23]

On 19 January 1994 RODIL filed an action for unlawful detainer against respondent Teresita Bondoc-Esto,[24] and on 1 February 1994 filed another action against respondent Carmen Bondoc,[25] both with the Metropolitan Trial Court of Manila.

On 8 February 1994 the Office of the President through Executive Secretary Teofisto Guingona Jr. denied the

letter-appeal of the spouses Alvarez, but nullified the renewal contract of 18 May 1992 and the supplementary contract of 25 May 1992.[26]

Meanwhile, the Metropolitan Trial Court of Manila upheld RODIL's right to eject respondents Bondoc, Bondoc-Esto, Divisoria Footwear and Chua Huay Soon,[27] as promulgated in separate decisions the dispositive portions of which read -

IN CIVIL CASE NO. 143301 -

WHEREFORE, IN VIEW OF THE FOREGOING, judgment is hereby rendered in favor of the plaintiff [RODIL ENTERPRISES, INC.] and against the defendant [CARMEN BONDOC], to wit: 1. Ordering the defendant and all those claiming title under her to vacate the subleased portion of the O'Racca Building, corner Folgueras and M. de los Santos Streets, Binondo, Manila; 2. Ordering the defendant to pay plaintiff the back rentals from October 1987 to August 1992 at the rate of P2,665.00 per month and from September 1992 at the rate of P2,665.00 per month plus a yearly increase of 20% per month up to the time that she vacates the premises; 3. Ordering the defendant to pay the amount of P10,000.00 as attorney's fees and to pay the cost of suit.

IN CIVIL CASE NO. 143216 -

WHEREFORE, judgment is hereby rendered in favor of the plaintiff [RODIL ENTERPRISES, INC.] as against the defendant [TERESITA BONDOC ESTO] ordering the defendant and all persons claiming rights under her to vacate the premises at O'Racca Building located at corner Folgueras and M. de los Santos Streets, Binondo, Manila, and turn over the possession thereof to plaintiff; ordering the defendant to pay plaintiff the amount of P29,700.00 as rental in arrears for the period from September 1992 plus legal rate of interest less whatever amount deposited with the Court; ordering defendant to pay the sum of P3,000.00 as reasonable compensation for the use and occupancy of the premises from January 1994 until defendant shall have finally vacated the premises minus whatever amount deposited with the Court as rental; ordering defendant to pay reasonable attorney's fees in the amount of P2,000.00 and the costs of suit.

IN CIVIL CASE NO. 142258 -

WHEREFORE, judgment is hereby rendered in favor of plaintiff [RODIL ENTERPRISES, INC.], ordering defendant [DIVISORIA FOOTWEAR], its representatives, agents, employees and/or assigns to vacate the leased premises or portion of the Ides O'Racca Building presently occupied by said defendant and to pay plaintiff the following: a) Rentals in arrears from October 1987 to June 1993 in the amount of P521,000.00; b) Rentals in the amount of P9,000.00 a month from July, 1993 until defendant will have vacated the premises; c) Attorney's fees in the amount of P15,000.00; d) Costs of suit.

IN CIVIL CASE NO. 142282-CV -

IN VIEW THEREOF, judgment is hereby rendered ordering: 1. defendant CHUA HUAY SOON and all persons claiming rights through him, to vacate the premises occupied by him at O'RACCA Building, located at the corner of Folgueras and M. delos Santos Street, Binondo, Manila, and turn over possession thereof to plaintiff RODIL ENTERPRISES, INC.; 2. defendant to pay rentals in arrears from October 1987 up to June 1993 at the rate of P6,175.00 a month, representing the rentals in arrears; 3. defendant to pay P6,175.00 per month from July 1993 until he vacates the premises, as reasonable compensation for the use of the premises; 4. defendant to pay the sum of P20,000.00 as attorney's fees; 5. defendant to pay interests on the amounts mentioned in Nos. 2 and 3 above at ten (10%) percent per annum from the date of the filing of the complaint until said amounts are fully paid; and, 6. defendant to pay the costs.

The Regional Trial Court affirmed the Metropolitan Trial Court[28] in all the four (4) decisions above quoted. Thus, respondents Bondoc, Bondoc-Esto and Divisoria Footwear subsequently filed a Petition for Review with

the Court of Appeals,[29] followed by respondent Chua Huay Soon.[30]

While the consolidated appeals from the unlawful detainer cases were pending, the Second Division of the Court of Appeals promulgated its decision on 12 April 1996 with regard to CA-G.R. No. 39919 declaring the renewal contract between RODIL and the REPUBLIC null and void.[31] RODIL moved for reconsideration but its motion was denied.[32] Hence, this petition for review on certiorari under Rule 45.[33]

On 29 November 1996 the Special Fourth Division of the Court of Appeals promulgated its Decision in CA-G.R. No. 36381 and CA-G.R. No. 37243 setting aside the decisions of the Regional Trial Court, which sustained the Metropolitan Trial Court, and dismissing the action for unlawful detainer filed by RODIL against its lessees.[34] RODIL moved for reconsideration but the motion was denied.[35] Hence, this petition for review on certiorari.[36]

On respondents' motion, G.R. Nos. 129609 and 135537 were consolidated.

RODIL now contends that the Court of Appeals erred in annulling its renewal contract with the REPUBLIC and in dismissing its actions for unlawful detainer against respondents Bondoc, Bondoc-Esto, Divisoria Footwear and Chua. RODIL claims that the assailed contracts are neither void nor voidable as the facts show they do not fall within the enumerations under Arts. 1305 and 1409, and an implied new lease still exists by virtue of Art. 1670. As a result, the right to eject respondents properly belongs to it.[37]

With regard to CA-G.R. No. 39919, RODIL argues that the REPUBLIC, the only defendant who is a real party in interest, signified its assent to having the action dismissed. Assuming *arguendo* that the ASSOCIATION was a real party in interest, its counterclaim was nonetheless unmeritorious.[38]

On the other hand, respondents Bondoc, Bondoc-Esto, Divisoria Footwear and Chua contend that the lease contract which the lease contract of 18 May 1992 was to renew, never came into existence. Therefore, since there was no contract to "renew," the renewal contract had no leg to stand on, hence, is also void.[39] Respondents then conclude that since there was no lease contract to speak of, RODIL had no right to relief in its action for unlawful detainer. The ASSOCIATION, for its part, argues that the counterclaim it filed against RODIL cannot be dismissed because the trial court has not passed upon it.[40]

We rule for RODIL. The owner has the right to enjoy and dispose of a thing, without other limitations than those established by law.[41] Every owner has the freedom of disposition over his property. It is an attribute of ownership, and this rule has no exception. The REPUBLIC being the owner of the disputed property enjoys the prerogative to enter into a lease contract with RODIL in the exercise of its *jus disponendi*. Hence, as lessor, the REPUBLIC has the right to eject usurpers of the leased property where the factual elements required for relief in an action for unlawful detainer are present.

Private respondents claim that the agreements of 23 September 1987, 18 May 1992 and 25 May 1992 did not give rise to valid contracts.[42] This is true only of the Contract of Lease entered into on 23 September 1987 which the REPUBLIC did not approve. RODIL neither alleged nor proved that such approval was made known to it. The so-called approval of the lease contract was merely stated in an internal memorandum of Secretary De Jesus addressed to Director Factora.[43] This is evident from the fact that Secretary De Jesus, in his letter, asked Factora to duly execute a lease contract and forward it to his office for approval.[44] The consequences of this fact are clear. The Civil Code provides that no contract shall arise unless acceptance of the contract is communicated to the offeror.[45] Until that moment, there is no real meeting of the minds, no concurrence of offer and acceptance, hence, no contract.[46]

However, the same is not true of the contracts of 18 May 1992 and 25 May 1992. As argued by RODIL, these

contracts are not proscribed by law; neither is there a law prohibiting the execution of a contract with provisions that are retroactive. Where there is nothing in a contract that is contrary to law, morals, good customs, public policy or public order, the validity of the contract must be sustained.[47]

The Court of Appeals invalidated the contracts because they were supposedly executed in violation of a temporary restraining order issued by the Regional Trial Court.[48] The appellate court however failed to note that the order restrains the REPUBLIC from awarding the lease contract only as regards respondent ASSOCIATION but not petitioner RODIL. While a temporary restraining order was indeed issued against RODIL, it was issued only on 25 May 1992 or after the assailed contracts were entered into. As correctly stated by petitioner, one cannot enjoin an act already fait accompli.[49]

Private respondents argue that the "renewal contract" cannot "renew" a void contract. However, they could cite no legal basis for this assertion. It would seem that respondents consider the renewal contract to be a novation of the earlier lease contract of 23 September 1987. However, novation is never presumed.[50] Also, the title of a contract does not determine its nature. On the contrary, it is the specific provisions of the contract which dictate its nature.[51] Furthermore, where a contract is susceptible of two (2) interpretations, one that would make it valid and another that would make it invalid, the latter interpretation is to be adopted.[52] The assailed agreement of 18 May 1992, "Renewal of Contract of Lease," merely states that the term of the contract would be for ten (10) years starting 1 September 1987. This is hardly conclusive of the existence of an intention by the parties to novate the contract of 23 September 1987. Nor can it be argued that there is an implied novation for the requisite incompatibility between the original contract and the subsequent one is not present.[53] Based on this factual milieu, the presumption of validity of contract cannot be said to have been overturned.

Respondent ASSOCIATION claims that the Decision of the Office of the President declaring null and void the lease contracts of 18 May 1992 and 25 May 1992 should be counted in its favor.

We do not agree. The contention does not hold water. It is well-settled that a court's judgment in a case shall not adversely affect persons who were not parties thereto.

Respondent ASSOCIATION finally argues that the 18 May 1992 and 25 May 1992 contracts can be considered rescissible because they concern property under litigation and were entered into without the knowledge and approval of the litigants or of competent judicial authority.[54] Civil Case No. 87-42323 involved an action for specific performance and damages filed by RODIL against the REPUBLIC and the ASSOCIATION. The right to file the action for rescission arises in favor of the plaintiff when the defendant enters into a contract over the thing under litigation without the knowledge and approval of the plaintiff or the court. The right of action therefore arose in favor of petitioner RODIL and not respondent ASSOCIATION.

Having preliminarily dealt with the validity of the lease contracts, we now proceed to resolve the issue raised by respondent ASSOCIATION with regard to its counterclaim.

The ASSOCIATION argues that its counterclaim should not have been dismissed. On this point, we agree. The requisites for the application of Rule 17 of the Rules of Civil Procedure are clearly present.[55] The counterclaim is necessarily connected with the transaction that is the subject matter of the claim. In malicious prosecution, there must be proof that the prosecution was prompted by a sinister design to vex and humiliate a person, and that it was initiated deliberately by the defendant knowing that his charge was false and groundless.[56] A determination of whether the charge is groundless would necessarily involve an analysis of whether the action instituted by RODIL is meritorious. The counterclaim did not require the presence of third parties over which the court could not acquire jurisdiction, and that the court had jurisdiction over the subject matter of the counterclaim since the amount of damages claimed by the ASSOCIATION in its counterclaim amounted to P3,500,000.00, clearly

within the jurisdictional amount for the Regional Trial Court under BP 129.

However, in the interest of making a final adjudication on an issue which has been pending for fourteen (14) years, we will rule on the issues raised by the ASSOCIATION in its counterclaim, and accordingly deny the same, dispensing with any discussion regarding the merits of RODIL's cause of action which is clearly neither "false" nor "groundless." Therefore, the elements of malicious prosecution are absent.

As regards the action for unlawful detainer, respondents Bondoc, Bondoc-Esto, Divisoria Footwear and Chua argue that this should not prosper because RODIL is not in actual possession of the property and because they are not its sublessees.[57] Their arguments do not convince.

In an action for unlawful detainer the plaintiff need not have been in prior physical possession. Respondents have admitted that they have not entered into any lease contract with the REPUBLIC and that their continued occupation of the subject property was merely by virtue of acquiescence.[58] The records clearly show this to be the case. The REPUBLIC merely issued a "temporary occupancy permit" which was not even in the name of the respondents Bondoc, Bondoc-Esto, Divisoria Footwear or Chua but of respondent ASSOCIATION. Since the occupation of respondents was merely tolerated by the REPUBLIC, the right of possession of the latter remained uninterrupted. It could therefore alienate the same to anyone it chose. Unfortunately for respondents, the REPUBLIC chose to alienate the subject premises to RODIL by virtue of a contract of lease entered into on 18 May 1992. Resultantly, petitioner had the right to file the action for unlawful detainer against respondents as one from whom possession of property has been unlawfully withheld.

Respondents finally argue that petitioner failed to comply with the mandatory provisions of Rule 45 so that its petition must be dismissed. They allege that petitioner failed to state in its petition that a motion for reconsideration was filed, the date of filing, when the motion was denied, and the date when the resolution denying the motion was received.

A cursory review of RODIL's petition belies respondents' assertion. All dates required under Rule 45, Sec. 4, are properly indicated except when the motion for reconsideration was filed. Procedural rules are required to be followed as a general rule, but they may be relaxed to relieve a litigant of an injustice not commensurate with the degree of his noncompliance with the procedure required. Dismissal of appeals purely on technical grounds is frowned upon and the rules of procedure ought not to be applied in a very rigid, technical sense, for they are adopted to help secure, not override, substantial justice, and thereby defeat their very aims. The rules have been drafted with the primary objective of enhancing fair trials and expediting the proper dispensation of justice. As a corollary, if their application and operation tend to subvert and defeat, instead of promote and enhance its objective, suspension of the rules is justified.[59] Petitioner did not repeat its error in its later petition filed under G.R. No. 135537. The oversight must be fashioned with leniency.

WHEREFORE, the consolidated petitions are GRANTED. The assailed Decisions of the Court of Appeals in CA-G.R. Nos. 36381, 37243 and 39919 are REVERSED and SET ASIDE. Accordingly, the Decisions of the Regional Trial Court, Br. 39, in Civil Cases Nos. 94-70776, 94-71122 and 94-71123 as well as the Decision of the Regional Trial Court, Br. 23, in Civil Case No. 94-72209 affirming in toto the Decisions of the MeTC - Br. 28 in Civil Case No. 143301, MeTC - Br. 15 in Civil Case No. 143216, MeTC - Br. 7 in Civil Case No. 142258, and MeTC - Br. 24 in Civil Case No. 142282-CV, as herein quoted, and the Orders dated 14 August 1992 and 6 November 1992 of the Regional Trial Court, Br. 8 in Civil Case No. 87-42323, recognizing the validity and legality of the Renewal of the Lease Contract dated 18 May 1992 and the Supplemental Contract dated 25 May 1992, are REINSTATED, AFFIRMED and ADOPTED. Costs against private respondents in both cases.

SO ORDERED.

Mendoza, Quisumbing, Buena, and De Leon, Jr., JJ., concur.

[1] Rollo, G.R. No. 129609, p. 62.

[2] An Act to Provide for the Administration and Disposition of Properties, Including the Proceeds and Income thereof Transferred to the Republic of the Philippines under Philippine Property Act of 1946 and of Republic Act No. 8 and all of the Public Lands and Improvements thereon transferred to the National Abacca and Fibers Corporation.

[3] See Note 1.

[4] Id., pp. 173-178.

[5] Ibid.

[6] An Act Authorizing the Sale of Commercial and Industrial Lands of the Public Domain (commonly known as NAFCO Lands) transferred from the Board of Liquidators to the Bureau of Building and Real Property Management Amending for the purpose Republic Act Four Hundred Seventy-Seven as Amended.

[7] See Note 4.

[8] Ibid.

[9] Original Records, p. 67.

[10] Rollo, G.R. No. 129609, pp. 113, 174.

[11] Rollo, G.R. No. 135537, p. 136.

[12] Docketed as Civil Case No. 87-42323.

[13] Rollo, G.R. No. 135537, pp. 67-71.

[14] Rollo, G.R. No. 129609, pp. 85-90.

[15] Ibid.

[16] Docketed as CA-G.R. No. 39919.

[17] Rollo, G.R. No. 129609, p. 66.

[18] Raffled to RTC-Br. 9.

[19] Roll, G.R. No. 129609, pp. 102-108.

[20] Id., pp. 121-125.

[21] Original Records, p. 237.

[22] Ibid.

[23] Docketed as CA-G.R. No. 44818.

[24] Rollo, G.R. No. 129609, pp. 97-101.

[25] Id., pp. 92-96.

- [26] Original Records, pp. 189-204.
- [27] *Id.*, pp. 88-115.
- [28] *Id.*, pp. 67-68.
- [29] Docketed as CA-G.R. No. 36381; Original Records, pp. 7-41.
- [30] Docketed as CA-G.R. No. 37423 which was ordered consolidated by the Fifth Division with CA-G.R. No. 36381.
- [31] Rollo, G.R. No. 135537, pp. 46-54.
- [32] *Id.*, pp. 56-57.
- [33] Docketed as G.R. No. 135537; *id.*, pp. 3-41.
- [34] *Id.*, pp. 3-38.
- [35] Rollo, G.R. No. 129609, pp. 61-71.
- [36] Docketed as G.R. No. 129609; *id.*, p. 34.
- [37] *Id.*, pp. 3-55.
- [38] *Id.*, pp. 402-404.
- [39] *Id.*, pp. 36-38.
- [40] Rollo, G.R. No. 135537, pp. 18-19.
- [41] Art. 428, The New Civil Code.
- [42] Rollo, G.R. No. 129609, p. 130.
- [43] Tolentino, Commentaries and Jurisprudence on the Civil Code, Vol. II, 1997 Ed., pp. 45-46.
- [44] Rollo, G.R. No. 129609, pp. 162-165; Rollo, G.R. No. 135537, pp. 126-127.
- [45] Art. 1319, The New Civil Code.
- [46] *Ibid.*
- [47] Tolentino, Commentaries and Jurisprudence on the Civil Code, Vol. I, 1997 Ed., p. 407.
- [48] Rollo, G.R. No. 129609, pp. 40-41.
- [49] Rollo, G.R. No. 135537, p. 57.
- [50] Art. 1292, The New Civil Code.
- [51] *Filinvest Credit Corporation v. Court of Appeals*, G.R. No. 82508, 29 September 1989, 178 SCRA 188.
- [52] *Lao Lim v. Court of Appeals*, G.R. No. 87047, 31 October 1990, 191 SCRA 150.
- [53] *Caneda Jr. v. Court of Appeals*, G.R. No. 81322, 5 February 1990, 181 SCRA 762.
- [54] Art. 1381(4), The New Civil Code.
- [55] Rollo, G.R. No. 135537, p. 127.

[56] Tolentino, Commentaries and Jurisprudence on the Civil Code, Vol. I, 1997 Ed., p. 583.

[57] Original Records, p. 110.

[58] Rollo, G.R. No. 129609, pp. 166-169.

[59] Limpot v. Court of Appeals, No. L-44642, 20 February 1989, 170 SCRA 367.

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.