

**JOSEFA CH. MAESTRADO, AS SUBSTITUTED BY HER DAUGHTER
LOURDES MAESTRADO-LAVIÑA AND CARMEN CH. ABAYA,
PETITIONERS, VS. THE HONORABLE COURT OF APPEALS, NINTH
DIVISION AND JESUS C. ...**

G.R. No. 133345. March 09, 2000

Ponente: DE LEON, JR., J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-133345/>

DE LEON, JR., J.:

Before us are two (2) consolidated petitions for review on certiorari of the Decision[1] of the Court of Appeals[2] dated November 28, 1997 declaring Lot No. 5872, located in Kauswagan, Cagayan de Oro City, as common property of the heirs of the deceased spouses, Ramon and Rosario Chaves, and ordering its equal division among all the co-owners. The Court of Appeals affirmed the Decision of the Regional Trial Court, Branch 23 of Cagayan de Oro City, which dismissed petitioners' action against the private respondents for Quieting of Title over the said lot.

The pertinent facts are the following:

These consolidated cases involve the status of Lot No. 5872 and the rights of the contending parties thereto. The said lot which has an area of 57.601 square meters, however, is still registered in the name of the deceased spouses Ramon and Rosario Chaves. The spouses Ramon and Rosario died intestate in 1943 and 1944, respectively. They were survived by the following heirs, namely: Carmen Chaves-Abaya, Josefa Chaves-Maestrado, Angel Chaves, Amparo Chaves-Roa, Concepcion Chaves-Sanvictores and Salvador Chaves.

To settle the estate of the said deceased spouses, Angel Chaves initiated intestate proceedings[3] in the Court of First Instance of Manila and was appointed administrator of said estates in the process. An inventory of the estates was made and thereafter, the heirs agreed on a project of partition. Thus, they filed an action for partition[4] before the Court of First Instance of Misamis Oriental. The court appointed Hernando Roa, husband of Amparo Chaves-Roa, as receiver. On June 6, 1956, the court rendered a decision approving the project of partition. However, the records of said case are missing and although respondents claimed otherwise, they failed to present a copy of said decision.

This notwithstanding, the estate was actually divided in this wise: (1) Lot No. 3046 situated in Bulalong, Cagayan de Oro City, consisting of 44 hectares of coconut land was distributed equally among four (4) heirs, namely: (a) Concepcion Chaves-Sanvictores; (b) Angel Chaves; (c) Amparo Chaves-Roa; and (d) Ramon Chaves, while (2) Lot Nos. 5925, 5934, 1327 and 5872, all located in Kauswagan, Cagayan de Oro City and consisting of an aggregate area of 14 hectares was distributed equally between petitioners (a) Josefa Chaves-Maestrado; and (b) Carmen Chaves-Abaya.

At the time of the actual partition, Salvador Chaves had already died. His share was given to his only son, Ramon, who is the namesake of Salvador's father. In 1956, the year the partition case was decided and effected, receiver

Hernando Roa delivered the respective shares of said heirs in accordance with the above scheme. Subsequently, Concepcion sold her share to Angel, while Ramon sold his share to Amparo. Hence, one-half (1/2) of Lot No. 3046 went to Angel and the other half to Amparo.

Significantly, Lot No. 5872 was not included in any of the following documents: (1) the inventory of properties of the estate submitted to the court in the proceedings for the settlement of said estate; (2) the project of partition submitted to the court for approval; (3) the properties receiver Hernando Roa had taken possession of, which he listed in the "Constancia" submitted to the court; and (4) the court order approving the partition. Decedent Ramon Chaves acquired Lot No. 5872 from Felomino Bautista, Sr. but he subsequently delivered it to the spouses Hernando Roa and Amparo Chaves-Roa[5]. It was thereafter delivered to petitioners during the actual partition in 1956, and petitioners have been in possession of the same since then.

As to the omission of Lot No. 5872 in the inventory and project of partition, the parties offer different explanations. Respondents claim that due to the series of transactions involving the said lot, the heirs were unsure if it belonged to the decedents' estate at all. As a result, they deferred its inclusion in the inventory of the properties of the estate and its distribution pending the investigation of its status. In fact, administrator Angel Chaves filed a motion in the proceedings for the settlement of the estate to include the said lot in the inventory but the court did not act on it. Petitioners, on the other hand, insist that the omission was inadvertent and the inaction of the court on the motion was due to the compromise agreement entered into by the heirs[6].

Petitioners' thesis consists of the existence of an oral partition agreement entered into by all heirs soon after the death of their parents. The proposed project of partition was allegedly based on it but the court's order of partition failed to embody such oral agreement due to the omission of Lot No. 5872. For some reason, however, the actual partition of the estate conformed to the alleged oral agreement.

Petitioners claim that they failed to notice the non-inclusion of Lot No. 5872 in the court's order. They only realized such fact after the death in 1976 of Silvino Maestrado, the husband of petitioner Josefa. They discovered among Silvino's belongings, the partition order and found out that Lot No. 5872 was not included therein.[7]

In an effort to set things right, petitioners prepared a quitclaim to confirm the alleged oral agreement. On August 16, 1977, Angel, Concepcion and Ramon signed a notarized quitclaim in favor of petitioners. Amparo was unable to sign because she had an accident and had passed away on the following day. It was her heirs who signed a similarly worded and notarized quitclaim on September 8, 1977.[8]

Respondents dispute the voluntariness of their consent or the consent of their predecessors-in-interest to the quitclaims. Ramon claims to have been betrayed by his lawyer, Francisco Velez, who is the son-in-law of petitioner Josefa Maestrado. He allegedly signed the quitclaim without reading it because his lawyer had already read it. He believed that since his lawyer was protecting his interests, it was all right to sign it after hearing no objections from said lawyer. On the other hand, Angel signed the quitclaim "out of respect" for petitioners. On the other hand, Concepcion signed because she was misled by alleged misrepresentations in the "Whereas Clauses" of the quitclaim to the effect that the lot was inadvertently omitted and not deliberately omitted due to doubts on its status.[9]

Six (6) years after the execution of the quitclaims, respondents discovered that Lot No. 5872 is still in the name of the deceased spouses Ramon and Rosario Chaves. Thus, on October 14, 1983, respondent Ramon Chaves, the sole heir of Salvador Chaves, and respondent Jesus Roa, the son of Amparo Chaves-Roa, wrote a letter to their uncle Angel Chaves to inform him that said property, which they claim to belong to the estate of their deceased grandparents, has not yet been distributed to the concerned heirs. Hence, they requested Angel Chaves to distribute and deliver it to the heirs.[10] On October 24, 1983, respondent Natividad Santos, daughter and

attorney-in-fact of Concepcion Chaves-Sanvictores, also wrote a similar letter to Angel Chaves. On December 1, 1983, Angel Chaves transmitted the said letters to petitioner Carmen Abaya and requested her to respond.

In response, petitioners filed, on December 22, 1983, an action for Quieting of Title[11] against respondents in the Regional trial Court of Cagayan de Oro. On April 10, 1995, the trial court rendered its Decision in favor of respondents, the dispositive portion of which reads as follows:

"In view of these facts, the court therefore considers the property, Lot 5872 still common property. Consequently, the property must be divided in six (6) parts, there being six heirs. But since the group of Jesus Roa already quitclaimed in favor of plaintiffs and the same is true with Angel Chaves, the defendants Natividad Santos and Ramon Chaves shall receive one-sixth (1/6) each out of Lot 5872 and the balance will be divided equally by the plaintiffs Josefa Chaves-Maestrado represented by her daughters and the other half to Carmen Chaves-Abaya.

With no other pronouncements.

SO ORDERED."

The petitioners appealed to the Court of Appeals which in a Decision, promulgated on November 28, 1997, sustained the said Decision of the trial court, in this wise:

"WHEREFORE, in view of the foregoing premises, the Decision dated April 10, 1995 subject of the appeal, is hereby AFFIRMED in toto.

Costs against the plaintiffs-appellants.

SO ORDERED."

On May 29, 1998, petitioner Lourdes Maestrado-Lavina, in substitution of her deceased mother, Josefa Chaves-Maestrado, filed a petition for review on certiorari with this Court.[12] Petitioner Carmen Chaves-Abaya also filed her own petition for review on certiorari on June 1, 1998.[13] Since the two petitions involve the same facts and issues, we decided in a Resolution[14] to consolidate the said cases.

Petitioner Maestrado-Lavina assigns the following errors:

I. THE COURT OF APPEALS ERRED IN AFFIRMING THE TRIAL COURT'S DECISION DECLARING LOT 5872 AS STILL COMMON PROPERTY, THEREBY EFFECTIVELY NULLIFYING THE VERBAL PARTITION AGREEMENT REACHED AND IMPLEMENTED BY THE CHILDREN/HEIRS OF DECEDENTS RAMON AND ROSARIO CHAVES WAY BACK IN 1956;

II. THE COURT OF APPEALS ERRED IN AFFIRMING THE TRIAL COURT'S DECISION DECLARING LOT 5872 AS STILL COMMON PROPERTY UPON ITS CONCLUSION THAT THE SIGNATURES OF RESPONDENTS ON THE DULY NOTARIZED QUITCLAIMS WERE OBTAINED THROUGH FRAUD;

III. THE COURT OF APPEALS ERRED IN ITS LEGAL CONCLUSION THAT, ON THE BASIS ALONE OF THE CLAIMS THAT (A) RAMON CHAVES SIGNED THE QUITCLAIM WITHOUT READING IT; AND THAT (B) ANGEL CHAVES SIGNED THE QUITCLAIM OUT OF RESPECT, THERE WAS FRAUD AS WOULD VITIATE RESPONDENTS CONSENT TO THE QUITCLAIMS;

IV. THE COURT OF APPEALS ERRED IN AFFIRMING THE TRIAL COURT'S CONCLUSION THAT PETITIONERS HAVE NO CAPACITY TO SUE FOR QUIETING OF TITLE OR REMOVAL OF CLOUD THEREON ON THE BASIS ALONE THAT PETITIONERS ARE NOT THE REGISTERED OWNERS OF LOT 5872;

V. IT BEING UNDISPUTED THAT THE FACTS GIVING RISE TO CLOUD ON JOSEFA'S AND

CARMEN'S OWNERSHIP OVER LOT 5872 SURFACED ONLY IN 1983 AND PETITIONERS FILED THE CORRESPONDING ACTION TO QUIET TITLE OR REMOVE CLOUD THEREON ALSO IN 1983, THE COURT OF APPEALS ERRED IN AFFIRMING THE TRIAL COURT'S CONCLUSION THAT PETITIONERS ARE GUILTY OF LACHES."[15]

Petitioner Carmen Chaves-Abaya, on the other hand, assigns the following errors:

I. THE HONORABLE COURT OF APPEALS COMMITTED A CLEAR ERROR IN THE INTERPRETATION OF LAW IN HOLDING THAT THERE WAS FRAUD IN OBTAINING THE CONSENT OF PRIVATE RESPONDENT RAMON P. CHAVES AND CONCEPCION CHAVES SANVICTORES, THE MOTHER OF PRIVATE RESPONDENT NATIVIDAD SANTOS, TO THE DEEDS OF QUITCLAIM;

II. THE HONORABLE COURT OF APPEALS ERRED IN RULING THAT THE ACTION FOR QUIETING OF TITLE WAS NOT BROUGHT BY THE PERSON IN WHOSE NAME THE TITLE IS ISSUED;

III. THE HONORABLE COURT OF APPEALS ERRED IN RULING THAT PETITIONERS WERE GUILTY OF LACHES FOR HAVING SLEPT ON THEIR RIGHTS FOR MORE THAN 25 YEARS."[16]

We grant the consolidated petitions, the same being impressed with merit.

First. Petitioners are proper parties to bring an action for quieting of title. Persons having legal as well as equitable title to or interest in a real property may bring such action and "title" here does not necessarily denote a certificate of title issued in favor of the person filing the suit.[17] Moreover, if the plaintiff in an action for quieting of title is in possession of the property being litigated, such action is imprescriptible.[18] One who is in actual possession of a land, claiming to be the owner thereof may wait until his possession is disturbed or his title is attacked before taking steps to vindicate his right because his undisturbed possession gives him a continuing right to seek the aid of the courts to ascertain the nature of the adverse claim and its effects on his title.[19]Manik-s

Although prescription and laches are distinct concepts, we have held, nonetheless, that in some instances, the doctrine of laches is inapplicable where the action was filed within the prescriptive period provided by law.[20] Thus, laches does not apply in this case because petitioners' possession of the subject lot has rendered their right to bring an action for quieting of title imprescriptible and, hence, not barred by laches. Moreover, since laches is a creation of equity, acts or conduct alleged to constitute the same must be intentional and unequivocal so as to avoid injustice.[21] Laches operates not really to penalize neglect or sleeping on one's rights, but rather to avoid recognizing a right when to do so would result in a clearly inequitable situation.[22]

In this case at bench, the cloud on petitioners' title to the subject property came about only on December 1, 1983 when Angel Chaves transmitted respondents' letters to petitioners, while petitioners' action was filed on December 22, 1983. Clearly, no laches could set in under the circumstances since petitioners were prompt and vigilant in protecting their rights.

Second. Lot No. 5872 is no longer common property of the heirs of the deceased spouses Ramon and Rosario Chaves. Petitioners' ownership over said lot was acquired by reason of the oral partition agreed upon by the deceased spouses' heirs sometime before 1956. That oral agreement was confirmed by the notarized quitclaims executed by the said heirs on August 16, 1977 and September 8, 1977, supra.

It appeared that the decision in Civil Case No. 867, which ordered the partition of the decedents' estate, was not presented by either party thereto. The existence of the oral partition together with the said quitclaims is the bone of contention in this case. It appeared, however, that the actual partition of the estate conformed to the alleged oral partition despite a contrary court order. Despite claims of private respondents that Lot No. 5872 was mistakenly

delivered to the petitioners, nothing was done to rectify it for a period of twenty-seven (27) years from 1983.

We are convinced, however, that there was indeed an oral agreement of partition entered into by the heirs/parties. This is the only way we can make sense out of the actual partition of the properties of the estate despite claims that a court order provided otherwise. Prior to the actual partition, petitioners were not in possession of Lot No. 5872 but for some reason or another, it was delivered to them. From 1956, the year of the actual partition of the estate of the deceased Chaves spouses, until 1983, no one among the heirs questioned petitioners' possession of or ownership over said Lot No. 5872. Hence, we are convinced that there was indeed an oral agreement of partition among the said heirs and the distribution of the properties was consistent with such oral agreement. In any event, the parties had plenty of time to rectify the situation but no such move was done until 1983.

A possessor of real estate property is presumed to have title thereto unless the adverse claimant establishes a better right.[23] In the instant case it is the petitioners, being the possessors of Lot No. 5872, who have established a superior right thereto by virtue of the oral partition which was also confirmed by the notarized quitclaims of the heirs.

Partition is the separation, division and assignment of a thing held in common among those to whom it may belong.[24] It may be effected extra-judicially by the heirs themselves through a public instrument filed before the register of deeds.[25]Nc-m

However, as between the parties, a public instrument is neither constitutive nor an inherent element of a contract of partition.[26] Since registration serves as constructive notice to third persons, an oral partition by the heirs is valid if no creditors are affected.[27] Moreover, even the requirement of a written memorandum under the statute of frauds does not apply to partitions effected by the heirs where no creditors are involved considering that such transaction is not a conveyance of property resulting in change of ownership but merely a designation and segregation of that part which belongs to each heir.[28]

Nevertheless, respondent court was convinced that Lot No. 5872 is still common property of the heirs of the deceased spouses Ramon and Rosario Chaves because the TCT covering the said property is still registered in the name of the said deceased spouses. Unfortunately, respondent court was oblivious to the doctrine that the act of registration of a voluntary instrument is the operative act which conveys or affects registered land insofar as third persons are concerned. Hence, even without registration, the contract is still valid as between the parties.[29] In fact, it has been recently held and reiterated by this Court that neither a Transfer Certificate of Title nor a subdivision plan is essential to the validity of an oral partition.[30]

In sum, the most persuasive circumstance pointing to the existence of the oral partition is the fact that the terms of the actual partition and distribution of the estate are identical to the sharing scheme in the oral partition. No one among the heirs disturbed this status quo for a period of twenty-seven (27) years.

Finally. The said notarized quitclaims signed by the heirs in favor of petitioners are not vitiated by fraud. Hence, they are valid.

Since the oral partition has been duly established, the notarized quitclaims confirmed such prior oral agreement as well as the petitioners' title of ownership over the subject Lot No. 5872. More importantly, independent of such oral partition, the quitclaims in the instant case are valid contracts of waiver of property rights.

The freedom to enter into contracts, such as the quitclaims in the instant case, is protected by law[31] and the courts are not quick to interfere with such freedom unless the contract is contrary to law, morals, good customs, public policy or public order.[32] Quitclaims, being contracts of waiver, involve the relinquishment of rights, with knowledge of their existence and intent to relinquish them.[33] The intent to waive rights must be clearly and

convincingly shown. Moreover, when the only proof of intent is the act of a party, such act should be manifestly consistent and indicative of an intent to voluntarily relinquish a particular right such that no other reasonable explanation of his conduct is possible.[34]

In the instant case, the terms of the subject quitclaims dated August 16, 1977 and September 8, 1977 are clear; and the heirs' signatures thereon have no other significance but their conformity thereto resulting in a valid waiver of property rights.[35] Herein respondents quite belatedly and vainly attempted to invoke alleged fraud in the execution of the said quitclaims but we are not convinced. In other words, the said quitclaims being duly notarized and acknowledged before a notary public, deserve full credence and are valid and enforceable in the absence of overwhelming evidence to the contrary.[36] In the case at bench, it is our view and we hold that the execution of the said quitclaims was not fraudulent.

Fraud refers to all kinds of deception, whether through insidious machination, manipulation, concealment or misrepresentation to lead another party into error.[37] The deceit employed must be serious. It must be sufficient to impress or lead an ordinarily prudent person into error, taking into account the circumstances of each case.[38] Silence or concealment, by itself, does not constitute fraud, unless there is a special duty to disclose certain facts.[39] Moreover, the bare existence of confidential relation between the parties, standing alone, does not raise the presumption of fraud.[40]

Dolo causante or fraud which attends the execution of a contract is an essential cause that vitiates consent and hence, it is a ground for the annulment of a contract.[41] Fraud is never presumed, otherwise, courts would be indulging in speculations and surmises.[42] It must be established by clear and convincing evidence but it was not so in the case at bench. A mere preponderance of evidence is not even adequate to prove fraud.[43]

The instances of fraud allegedly committed in the case at bench are not the kind of fraud contemplated by law. On the contrary, they constitute mere carelessness in the conduct of the affairs of the heirs concerned. We have consistently denied relief to a party who seeks to avoid the performance of an obligation voluntarily assumed because they turned out to be disastrous or unwise contracts, even if there was a mistake of law or fact.[44] Moreover, we do not set aside contracts merely because solicitation, importunity, argument, persuasion or appeal to affection were used to obtain the consent of the other party.[45]

In a nutshell, the quitclaims dated August 16, 1977 and September 8, 1977 in the case at bench are valid, duly confirmed and undeniably established the title of ownership of the petitioners over the subject Lot No. 5872.

WHEREFORE, the instant consolidated petitions are GRANTED. The Decision of the Court of Appeals, dated November 28, 1997, is hereby REVERSED and SET ASIDE. The petitioners' action praying for the quieting of their title of ownership over Lot No. 5872, located in Kauswagan, Cagayan de Oro, is granted. Cost against respondents.

SO ORDERED.

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

[1] Penned by Associate Justice Salome A. Montoya and concurred in by Associate Justices Delilah Vidallon-Magtolis and Rodrigo V. Cosico, Rollo, pp. 8-14.

[2] Ninth Division.

[3] Docketed as Special Proceedings No. 73066.

[4] Docketed as Civil Case No. 867.

- [5] Comment, p. 4, Rollo, p. 96.
- [6] Abaya's Petition, p. 6, Rollo, p. 24.
- [7] Petition of Abaya, p.8, Rollo, p.26.
- [8] Annex "D" Abaya's Petition, Rollo, pp. 78-79.
- [9] Comment, p. 28, Rollo, p. 120.
- [10] Annex "C" Maestrado's Petition, Rollo, p. 69.
- [11] Docketed as Civil Case No. 9383.
- [12] Docketed as G.R. No. 133345.
- [13] Docketed as G.R. No. 133324.
- [14] Minute Resolution, dated July 15, 1998.
- [15] Maestrado's Petition, pp. 14-17, Rollo, pp.34-37.
- [16] Abaya's Petition, p. 17, Rollo, p. 35.
- [17] Art. 477, New Civil Code; Mamadsul v. Moson 190 SCRA 82, 89 (1990).
- [18] David v. Malay, G.R. No. 132644, November 19, 1999, p. 10 ; Faja v. Court of Appeals 75 SCRA 441, 446 (1977).
- [19] Faja v. Court of Appeals, supra, p. 446.
- [20] Associated Bank v. Court of Appeals 291 SCRA 511, 526, (1998).
- [21] Arcelona v. Court of Appeals 280 SCRA 20, 54 (1997).
- [22] Catholic Bishop of Balanga v. Court of Appeals 264 SCRA 181, 193 (1997).
- [23] Marcelo v. Maniquis 35 Phil. 134, 140 (1916).
- [24] Art. 1079, New Civil Code.
- [25] Sec. 1, Rule 74 Rules of Court.
- [26] Hernandez v. Andal 78 Phil. 196, 205 (1947).
- [27] Hernandez v. Andal, supra, p. 208-209; Barcelona v. Barcelona 100 Phil. 251, 255 (1956); Tan v. Lim 296 SCRA 455, 473 (1998).
- [28] Ibid.
- [29] Sec. 51, P.D. No. 1529.
- [30] Tan v. Lim, supra, p. 475-476.
- [31] People v. Pomar 46 Phil. 440, 449 (1924).
- [32] Gabriel v. Monte de Piedad 71 Phil. 497, 500 (1941); Phil. Telegraph and Telephone Co. v. National Labor Relations Commission 272 SCRA 596, 614 (1997).
- [33] Portland v. Spillman 23 Ore. 587, 32 Pac. 689, cited in Tolentino, Arturo M., Commentaries and Jurisprudence on the Civil Code of the Philippines, Vol. I, 1990 ed., p. 29.
- [34] Thomson v. Court of Appeals 298 SCRA 280, (1998).
- [35] Valenzuela Hardwood and Industrial Supply, Inc. v. Court of Appeals 274 SCRA 642, 656-657 (1997).
- [36] Salame v. Court of Appeals, 239 SCRA 356, 359 (1994).
- [37] Art. 1338, New Civil Code: Tolentino, Arturo, Commentaries and Jurisprudence on the Civil Code of the Philippines, Vol. IV, 1991 ed., p. 505.
- [38] Borrel y Soler, Nulidad, p. 250, cited in Tolentino, Arturo, id., p. 514.
- [39] Art. 1339, New Civil Code; Tolentino, Arturo, id., p. 509.
- [40] Esquivas v. Court of Appeals 272 SCRA 803, 814 (1997).
- [41] Caram v. Laureta 103 SCRA 7, 18 (1981).
- [42] Westmont Bank v. Shugo Noda and Co., Ltd. G.R. No. 129866, May 19, 1999.
- [43] Palmares v. Court of Appeals 288 SCRA 422, 434 (1998).
- [44] Sanchez v. Court of Appeals 279 SCRA 647, 683 (1997); Huibonhoa v. Court of Appeals G.R. No. 102604,

December 14, 1999, p. 34.

[45] Banez v. Court of Appeals 59 SCRA 15, 29 (1974).

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.