ALBERTO HERBON, MARGARITO HERBON AND GABINO HERBON, PETITIONERS, VS. LEOPOLDO T. PALAD AND HELEN P. CAYETANO, RESPONDENTS.

G.R. NO. 149542. July 20, 2006

Ponente: AUSTRIA-MARTINEZ, J.

Read online (full-text search, related cases, audio case brief): https://batas.org/library/g-r-no-149542/

AUSTRIA-MARTINEZ, J.:

Before the Court is a petition for review on certiorari under Rule 45 of the 1997 Rules of Civil Procedure assailing the Decision[1] dated August 22, 2001 of the Court of Appeals (CA) in CA-G.R. CV No. 57719 which set aside the Decision dated July 22, 1997 of the Regional Trial Court, Branch 1, Balanga, Bataan (RTC) in Civil Case No. 6223 and ordered Alberto Herbon, Margarito Herbon and Gabino Herbon (petitioners) to vacate the subject premises in favor of Leopoldo T. Palad and Helen P. Cayetano (respondents).

The factual background of the case is as follows:

In his lifetime, Gonzalo Palad (Gonzalo) was a co-owner of a parcel of agricultural land located in Poblacion, Bagac, Bataan, otherwise known as Lot 421, with an area of 32,944 square meters and covered by Transfer Certificate of Title (TCT) No. 4408 of the Register of Deeds of Bataan.[2] The extent of his co-ownership in Lot 421 is ¼ and 1/14. The other co-owners of Lot 421 and their respective shares were: Jacinto Palad (Jacinto), ¼ and 1/14; Spouses Juan Banzon and Elena Gutierrez, 1/14; Francisco Palad, 1/14; Lorenzo Palad, 1/14; Ramon Nojadera, 1/28; Ana Nojadera, 1/28; Modesta Nojadera (Modesta), 1/28; and, Concordia Nojadera (Concordia), 1/28.[3] Gonzalo's share in Lot 421 was conjugal property, having been acquired during his marriage with one Alejandra Nava (Alejandra).[4] Adelaida,[5] Benjamin,[6] and Ignacio, respondents' father, were their children.

Sometime during the Japanese Occupation, Alejandra died. On September 14, 1949, Gonzalo contracted a second marriage with Remedios Torres (Remedios).[7] Remedios, a widow, had three children from her previous marriage, herein petitioners. The union of Gonzalo and Remedios bore no children. On November 16, 1983, Gonzalo died. About a decade later, or on November 9, 1992, Remedios died. Thereafter, petitioners took possession of a portion of Lot 421 and despite respondents' demands to vacate and turn over possession of the property, petitioners refused to do so. When respondents brought the matter to conciliation before the Office of the Barangay Captain of Ibaba, Bagac, Bataan, the matter was not amicably settled.[8] Hence, on January 4, 1994, respondents filed a complaint against petitioners for recovery of possession of real property with damages.[9]

On March 2, 1994, petitioners filed their Answer with Counterclaim claiming that they have a right to possess and occupy a portion of Lot 421 as heirs of Remedios.[10]

During the trial, respondents presented oral evidence to show that Gonzalo expressed his intentions regarding the disposition of his properties, which included his share in Lot 421 and a 173-square meter lot in Pag-asa, Bagac, Bataan (Pag-asa property); that Gonzalo intended that the Pag-asa property would be given to Remedios and the same would be left to her granddaughter, Merlita Herbon Espiritu (Merlita),[11] eldest daughter of petitioner Gabino Herbon; that Gonzalo's share in Lot 421 should be left to Ignacio; that the Pag-asa property has already

been transferred to Merlita in accordance with the wishes of Gonzalo; that it was the Palad tradition that land inherited by members of the clan shall be disposed only to the clan and to no other person.

On the other hand, petitioners presented a Deed of Absolute Sale dated December 9, 1957 executed by Jacinto selling his shares in Lot 421 to Gonzalo, Adelaida and Ignacio,[12] as well as a Deed of Absolute Sale dated December 16, 1957 executed by sisters Modesta and Concordia selling their separate shares in Lot 421 in favor of Gonzalo, Adelaida and Ignacio.[13] They submit that since the shares were acquired during the marriage of Gonzalo and Remedios, said shares form part of the conjugal property and Remedios was entitled to a part thereof as her conjugal share. Moreover, as surviving heir of Gonzalo, Remedios inherited Gonzalo's shares in Lot 421.

As rebuttal witnesses, Bayani M. Palad (Bayani) and Maria A. Gallego (Maria) testified that Benjamin, Gonzalo's son, paid for Jacinto's shares in the Deed of Absolute Sale dated December 9, 1957. Concordia Jornal, also a rebuttal witness, testified that she is the Concordia Nojedera mentioned in the TCT but disowned the Deed of Absolute Sale dated December 16, 1957 and her purported signature therein.

On July 22, 1997, the RTC rendered its Decision dismissing the complaint and ordering respondents to pay petitioners P3,000.00 as attorney's fees and the cost of suit.[14] The RTC held that the action for recovery of possession cannot prosper since petitioners proved that they are co-owners of the subject property based on the two deeds of absolute sale; that Remedios inherited a portion of Gonzalo's share in Lot 421; that when Remedios died in 1992, her shares in Lot 421 were inherited by her three sons, herein petitioners; that being co-owners, petitioners cannot be ejected since no definite portion of Lot 421 was allotted to petitioners and respondents.

Dissatisfied, respondents filed an appeal with the CA, docketed as CA-G.R. CV No. 57719. On August 22, 2001, the CA set aside the Decision of the RTC and ordered petitioners to vacate the subject premises in favor of the respondents.[15] The CA held that an implied trust was created in favor of Benjamin when he paid the price for Jacinto's shares in Lot 421 in the Deed of Absolute Sale dated December 9, 1957; that the Deed of Absolute Sale dated December 16, 1957 executed by Modesta and Concordia is void since Concordia vehemently denied that she signed said document and the striking similarity of the signatures of Modesta and Concordia points to forgery; that respondents have a better title than petitioners, considering the absence of any relationship between petitioners and the registered owners of the lot, as against respondents who are the grandchildren and successors-in-interest of Gonzalo, a registered owner.

No motion for reconsideration was filed by the petitioners. Instead, they filed the present petition anchored on the following grounds:

> - THE SALE BY JACINTO PALAD OF ONE-THIRD OF HIS SHARES IN THE LOT TRANSFERRED OWNERSHIP THEREOF TO SPOUSES GONZALO PALAD AND REMEDIOS TORRES.[16]
>
> - THE DEED OF ABSOLUTE SALE (EXH. "B") WITH SIGNATURES OVER THE NAME CONCORDIA NOJADERA AND MODESTA NOJADERA VALIDLY TRANSFERRED PORTIONS OF THE LOT TO SPOUSES GONZALO PALAD AND REMEDIOS TORRES, AND THE NOJADERAS ARE NOT PARTIES TO THIS CASE.[17]
>
> - EVEN WITHOUT THE BENEFIT OF THE TWO DEEDS OF ABSOLUTE SALE (EXH. "A" AND "B"), THE PETITIONERS CANNOT LAWFULLY BE OUSTED FROM THE LOT BECAUSE THEY ARE PART-OWNERS THEREOF BY INHERITANCE FROM THEIR MOTHER REMEDIOS TORRES.[18]

As to the first ground, petitioners take exception from the CA's finding of implied trust. They contend that Maria's testimony regarding Benjamin's alleged payment of Jacinto's shares should not be given credence since she did not give details of the transaction which she witnessed.

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

Anent the second ground, petitioners argue that Concordia failed to convincingly deny the genuineness of her signature on a public instrument; that, even if the sale by Concordia is void, the sale by Modesta is valid since Concordia merely declared in court that she did not sign the deed, without saying that her sister did not sign the same.

With respect to the third ground, petitioners aver that, even without the benefit of the two deeds of sale, they cannot be ousted from Lot 421 since Remedios, as a compulsory heir of Gonzalo, inherited a portion of his estate and petitioners, as compulsory heirs of Remedios, inherited that share of the estate Remedios inherited from Gonzalo.

Respondents counter that the CA correctly held that an implied trust was created when Benjamin paid for Jacinto's share in Lot 421 in the Deed of Absolute Sale dated December 9, 1957 and petitioners failed to controvert Maria's testimony on this matter; that the Deed of Absolute Sale dated December 16, 1957 is void because Concordia disowned having sold her share and that of her sister to any person and the signatures of sisters Modesta and Concordia are forgeries.

The Court rules in favor of the petitioners.

As a general rule, in petitions for review, the jurisdiction of this Court in cases brought before it from the CA is limited to reviewing questions of law which involves no examination of the probative value of the evidence presented by the litigants or any of them.[19] The Supreme Court is not a trier of facts; it is not its function to analyze or weigh evidence all over again.[20] Accordingly, findings of fact of the appellate court are generally conclusive on the Supreme Court.[21]

Nevertheless, jurisprudence has recognized several exceptions in which factual issues may be resolved by this Court, such as: (1) when the findings are grounded entirely on speculation, surmises or conjectures; (2) when the inference made is manifestly mistaken, absurd or impossible; (3) when there is grave abuse of discretion; (4) when the judgment is based on a misapprehension of facts; (5) when the findings of facts are conflicting; (6) when in making its findings the CA went beyond the issues of the case, or its findings are contrary to the admissions of both the appellant and the appellee; (7) when the findings are contrary to the trial court; (8) when the findings are conclusions without citation of specific evidence on which they are based; (9) when the facts set forth in the petition as well as in the petitioner's main and reply briefs are not disputed by the respondent; (10) when the findings of fact are premised on the supposed absence of evidence and contradicted by the evidence on record; (11) when the CA manifestly overlooked certain relevant facts not disputed by the parties, which, if properly considered, would justify a different conclusion.[22] The Court finds that exceptions (2), (4), (5), and (7) apply to the present petition.

On the matter of implied trust, Article 1448 of the Civil Code provides:

> Art. 1448. There is an implied trust when property is sold, and the legal estate is granted to one party but the price is paid by another for the purpose of having the beneficial interest of the property. The former is the trustee, while the latter is the beneficiary. However, if the person to whom the title is conveyed is a child, legitimate or illegitimate, of the one paying the price of the sale, no trust is implied by law, it being disputably presumed that there is a gift in favor of the child. (Emphasis supplied)

The trust created under the first sentence of Article 1448 is sometimes referred to as a purchase money resulting trust, the elements of which are: (a) an actual payment of money, property or services, or an equivalent, constituting valuable consideration; and (b) such consideration must be furnished by the alleged beneficiary of a resulting trust.[23]

Study hands-free: podcast-style lessons with read-along highlighting - batas.org

As a rule, the burden of proving the existence of a trust is on the party asserting its existence, and such proof must be clear and satisfactorily show the existence of the trust and its elements.[24] While implied trusts may be proved by oral evidence,[25] the evidence must be trustworthy and received by the courts with extreme caution, and should not be made to rest on loose, equivocal or indefinite declarations. Trustworthy evidence is required because oral evidence can easily be fabricated.[26] Thus, in order to establish an implied trust in real property by parol evidence, the proof should be as fully convincing as if the acts giving rise to the trust obligation are proven by an authentic document.[27] An implied trust, in fine, cannot be established upon vague and inconclusive proof.[28]

In the present case, the parol evidence offered to prove the existence of an implied trust is lean, frail and far from convincing. The testimonies of Bayani and Maria that Benjamin, instead of Gonzalo, paid for Jacinto's shares in Lot 421 are vague and contain no specificities.[29] Their testimonies do not show that the payment was intended to establish a trust relationship. Said witnesses are complete strangers in so far as the intent of the parties to the contract is concerned.

The hornbook rule on interpretation of contracts gives primacy to the intention of the parties, which is the law among them. Ultimately, their intention is to be deciphered from the language used in the contract, not from the unilateral post facto assertions of one of the parties, or even third parties who are strangers to the contract. And when the terms of the agreement, as expressed in such language, are clear, they are to be understood literally, just as they appear on the face of the contract.[30]

In this case, the Deed of Absolute Sale dated December 9, 1957 executed by Jacinto is clear and unequivocal as to who are the vendees, namely: Gonzalo, Adelaida and Ignacio. No amount of extrinsic aids are required and no further extraneous sources are necessary in order to ascertain the parties' intent, determinable as it is, from the document itself.[31] The Court is thus convinced that the deed expresses truly the parties' intent as against the oral testimony that Benjamin paid the consideration of the sale.

Without any doubt, oral testimony as to a certain fact, depending as it does exclusively on human memory, is not as reliable as written or documentary evidence.[32] As Judge Limpkin of Georgia once said, "I would sooner trust the smallest slip of paper for truth than the strongest and most retentive memory ever bestowed on mortal man."[33] Indeed, spoken words could be notoriously unreliable as against a written document that speaks a uniform language.[34]

As to the Deed of Absolute Sale dated December 16, 1957, executed by Modesta and Concordia, the rule is settled that the notarization of a document carries considerable legal effect. Notarization of a private document converts such document into a public one, and renders it admissible in court without further proof of its authenticity[35] and is entitled to full faith and credit upon its face.[36] A notarized document carries the evidentiary weight conferred upon it with respect to its due execution,[37] and documents acknowledged before a notary public have in their favor the presumption of regularity.[38] It must be sustained in full force and effect so long as he who impugns it does not present strong, complete, and conclusive proof of its falsity or nullity on account of some flaws or defects provided by law.[39] In this case, respondents failed to present such required proof.

Mere denial by Concordia that she signed the deed[40] cannot prevail over the positive presumption enjoyed by a notarial document. Negative and self-serving, denial deserves no weight in law when unsubstantiated by clear and convincing evidence. No other witness or evidence was presented to corroborate Concordia's testimony. Settled is the rule that forgery cannot be presumed; it must be proved by clear, positive and convincing evidence.[41]

Moreover, the similarity of signatures of Modesta and Concordia in the deed is not proof of forgery. The fact of forgery can only be established by a comparison between the alleged forged signature and the authentic and

genuine signature of the person whose signature is theorized to have been forged.[42] No standard or specimen signatures of Concordia and Modesta were offered to compare with the signatures appearing in the questioned deed of sale. Comparison of signatures cannot be made from two signatures appearing on the same document.

Having failed to present strong, complete, and conclusive proof that the notarized deed of sale was false, the presumption of regularity, the evidentiary weight conferred upon such public document with respect to its execution, as well as the statements and the authenticity of the signatures thereon, stand.

All the foregoing considered, respondents' claim for recovery of possession of real property must fail. In the absence of Gonzalo's written last will and testament, the law on intestate succession applies in the disposition of his estate.[43] The so-called Palad tradition that the property in question should belong only to the Palad clan cannot supersede the law on intestate succession.

The ¼ and 1/14 shares in Lot 421 Gonzalo acquired during his marriage to his first wife, Alejandra, are conjugal shares,[44] such that upon the death of Alejandra, one-half of the subject shares were automatically reserved to the surviving spouse, Gonzalo, as his share in the conjugal partnership.[45] Alejandra's rights to the other half, in turn, were transmitted upon her death to her legitimate children and surviving spouse Gonzalo.[46] Under the Old Civil Code which was then in force, Gonzalo was entitled only to the usufruct of the land equal to that corresponding by way of legitime to each of the legitimate children[47] who has not received any betterment.[48] Gonzalo's share in the conjugal partnership and his usufructory right were brought into his second marriage with Remedios.

As to the shares in Lot 421 subject of the two deeds acquired during the marriage of Gonzalo and Remedios, they are also conjugal shares,[49] such that upon the death of Gonzalo, one-half of the subject shares were automatically reserved to the surviving spouse, Remedios, as her share in the conjugal partnership.[50] Gonzalo's rights to the other half, including his conjugal share from his first marriage, were transmitted upon his death to his widow Remedios and his children with his first wife Alejandra.[51] Upon the death of Remedios, the shares in Lot 421 which she inherited from Gonzalo, are inherited in turn by her three sons, herein petitioners, being her compulsory heirs.[52]

Thus, petitioners, as co-owners, have the right to posses and occupy Lot 421. Until there is partition, the New Civil Code provisions on co-ownership shall govern the rights of the parties. The specific shares of the parties cannot be resolved in this case since it is not clear from the records whether all of Gonzalo's children from his first marriage were alive at the time of his death. An action for partition is the proper forum to determine the particular portions properly pertaining to petitioners and respondents, as well as the accounting of the profits or income received by petitioners from the use of the land.

WHEREFORE, the petition is GRANTED. The assailed Decision dated August 22, 2001 of the Court of Appeals in CA-G.R. CV No. 57719 is REVERSED and SET ASIDE. The Decision dated July 22, 1997 of the Regional Trial Court, Branch 1, Balanga, Bataan in Civil Case No. 6223 is REINSTATED.

No costs.

SO ORDERED.

Panganiban, C.J. (Chairperson), Ynares-Santiago, Callejo, Sr., and Chico-Nazario, JJ., concur.

---

[1] Penned by Associate Justice B. A. Adefuin-De la Cruz (now retired) and concurred in by Associate Justices Andres B. Reyes, Jr. and Josefina Guevara-Salonga.

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

[2] Exhibit "B", records, p. 156.

[3] Id.

[4] Id.

[5] TSN, Testimony of Severino Herbon, May 4, 1995, p. 5.

[6] TSN, Testimony of Bayani Palad, March 28, 1996, pp. 5 and 7.

[7] Exhibit "1", records, p. 247.

[8] Exhibit "C", id. at 157.

[9] Id. at 1.

[10] Id. at 20.

[11]Also known as "Merly".

[12] Exhibit "2", records, p. 248.

[13] Exhibit "3", id. at 249.

[14]Id. at 384.

[15] CA rollo, p. 132.

[16] Rollo, p. 11.

[17] Id. at 12-13.

[18] Id. at 14-15.

[19] Spouses Hanopol v. Shoemart, Incorporated, 439 Phil. 266, 277 (2002); St. Michael's Institute v. Santos, 422 Phil. 723, 737 (2001).

[20] Go v. Court of Appeals, G.R. No. 158922, May 28, 2004, 430 SCRA 358, 364; Spouses Hanopol v. Shoemart, Incorporated, supra.

[21] Custodio v. Corrado, G.R. No. 146082, July 30, 2004, 435 SCRA 500, 511; Spouses Hanopol v. Shoemart, Incorporated, supra.

[22]The Insular Life Assurance Company, Ltd. v. Court of Appeals, G.R. No. 126850, April 28, 2004, 428 SCRA 79, 86; Aguirre v. Court of Appeals, G.R. No. 122249, January 29, 2004, 421 SCRA 310, 319.

[23] Tigno v. Court of Appeals, 345 Phil. 486, 499 (1997); Morales v. Court of Appeals, 340 Phil. 397 (1997).

[24] 76 Am Jur. 2d Trusts § 688.

[25] Civil Code, Art. 1457.

[26] Tigno v. Court of Appeals, supra; Morales v. Court of Appeals, supra.

[27]Heirs of Yap v. Court of Appeals, 371 Phil. 523, 531 (1999); O'Laco v. Co Cho Chit, G.R. No. 58010, March 31, 1993, 220 SCRA 656, 664-665.

[28] Heirs of Yap v. Court of Appeals, supra; Suarez v. Tirambulo, 59 Phil. 303, 306 (1933).

[29] TSN, March 28, 1996, pp. 3, 5 and 8; TSN, July 18, 1996, pp. 5-6.

[30] Berman Memorial Park, Inc. v. Cheng, G.R. No. 154630, May 6, 2005, 458 SCRA 112, 127; Cruz v. Court of Appeals, 354 Phil. 1036, 1050 (1998).

[31] Light Rail Transit Authority v. Court of Appeals, G.R. Nos. 139275-76 and 140949, November 25, 2004, 444 SCRA 125, 138; Berman Memorial Park, Inc. v. Cheng, supra.

[32]Gener v. De Leon, 419 Phil. 920, 935 (2001); Abapo v. Court of Appeals, 383 Phil. 933, 942-943 (2000).

[33] Gener v. De Leon, supra; Abella v. Court of Appeals, 327 Phil. 272, 276 (1996).

[34] Mendezona v. Ozamiz, 426 Phil. 888, 905 (2002).

[35] Tigno v. Aquino, G.R. No. 129416, November 25, 2004, 444 SCRA 61, 75; Cabanilla v. Cristal-Tenorio, A.C. No. 6139, November 11, 2003, 415 SCRA 353, 361.

[36] Mendezona v. Ozamiz, supra Note 33 at 903-904; Lao v. Villones-Lao, 366 Phil. 49, 58 (1999).

[37]Loyola v. Court of Appeals, 383 Phil. 171, 181 (2000); Garrido v. Court of Appeals, G.R. No. 101262, September 14, 1994, 236 SCRA 450, 457.

[38] Loyola v. Court of Appeals, supra; Ramirez v. Ner, 128 Phil. 221, 224 (1967).

[39] Yason v. Arciaga, G.R. No. 145017, January 28, 2005, 449 SCRA 459, 471-472; Chilianchin v. Coquinco, 84 Phil. 714, 718 (1949).

[40] TSN, March 7, 1996, pp. 5-6.

[41]Domingo v. Robles, G.R. No. 153743, March 18, 2005; Ladignon v. Court of Appeals, 390 Phil. 1161 (2000).

[42] Ulep v. Court of Appeals, G.R. No. 125254, October 11, 2005, 472 SCRA 241, 255; Heirs of Severa P. Gregorio v. Court of Appeals, 360 Phil. 753, 763 (1998).

[43] Article 960 of the Civil Code provides:
Art. 960. Legal or intestate succession takes place:
(1) If a person dies without a will, or with a void will, or one which has subsequently lost its validity; x x x

[44] Articles 1401 and 1407 of the Old Civil Code (Spanish Civil Code of 1889) provide:
Art. 1401. To the conjugal partnership belong:

- Property acquired for a valuable consideration during the marriage at the expense of the common fund, whether the acquisition is made for the partnership or for one of the spouses only; x x x

Art. 1407. All the property of the spouses shall be deemed partnership property in the absence of proof that it belongs exclusively to the husband or to the wife.

[45] Article 1392 of the Old Civil Code. By virtue of the conjugal partnership the earnings or profits obtained by either of the spouses during the marriage belong to the husband and the wife, share and share alike, upon its dissolution.

[46] Article 807 of the Old Civil Code. The following are forced heirs:

- Legitimate children and descendants, with respect to their legitimate parents and ascendants.

- In default of the foregoing, legitimate parents and ascendants, with respect to their legitimate children and

descendants.

- The widower or widow, natural children legally acknowledged, and the father or the mother of the latter, in the manner, and to the extent established by Articles 834, 835, 836, 837, 841, 842 and 846.

[47] Article 808 of the Old Civil Code. The legitime of legitimate children and descendants consists of two-thirds of the hereditary estate of the father and of the mother. ...

[48] Article 834 of the Old Civil Code. A widower or widow who, on the death of his or her spouse, is not divorced, or should be so by the fault of the deceased, shall be entitled to a portion in usufruct equal to that corresponding by way of legitime to each of the legitimate children or descendants who has not received any betterment.

If only one legitimate child or descendant survives, the widower or widow shall have the usufruct of the third available for betterment, such child or descendant to have the naked ownership until, on the death of the surviving spouse, the whole title is merged in him. ...

[49]Articles 143, 153 and 160 of the New Civil Code state:

Art. 143. All property of the conjugal partnership of gains is owned in common by the husband and wife.
Art. 153. The following are conjugal partnership property:
(1) That which is acquired by onerous title during the marriage at the expense of the common fund, whether the acquisition be for the partnership, or for only one of the spouses; ...
Art. 160. All property of the marriage is presumed to belong to the conjugal partnership, unless it be proved that it pertains exclusively to the husband or to the wife.

[50] Article 142 of the New Civil Code. By means of the conjugal partnership of gains the husband and wife place in a common fund the fruits of their separate property and the income from their work or industry, and divide equally, upon the dissolution of the marriage or of the partnership, the net gains or benefits obtained indiscriminately by either spouse during the marriage.

[51]Article 996 of the New Civil Code. If a widow or widower and legitimate children or descendants are left, the surviving spouse has in the succession the same share as that of each of the children.

[52] Article 887 of the New Civil Code. The following are compulsory heirs:
(1) Legitimate children and descendants, with respect to their legitimate parents and ascendants.
x x x x

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

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.