CEBU AUTOMETIC MOTORS, INC. AND TIRSO UYTENGSU III, PETITIONERS, VS. GENERAL MILLING CORPORATION, RESPONDENT.

G.R. No. 151168. August 25, 2010

Ponente: BRION, J.

Read online (full-text search, related cases, audio case brief): https://batas.org/library/g-r-no-151168/

BRION, J.:

We resolve the petition filed by Cebu Autometic Motors, Inc. (CAMI) to assail the decision[1] of the Court of Appeals (CA) in CA-G.R. SP No. 64363. The CA decision:

a) reversed and set aside the decision of the Regional Trial Court of Cebu, Branch 16 (RTC) in Civil Case No. CEB-25804 dismissing respondent General Milling Corporation's (GMC) unlawful detainer complaint against CAMI;[2] and

b) reinstated the decision of the Municipal Trial Court in Cities (MTCC) in Civil Case no. R-41923[3] ordering: CAMI to vacate the subject property; and CAMI and Tirso Uytengsu III (Uytengsu) to pay GMC actual damages in the amount of P20,000.00 a month from the date of demand until property has been vacated, as well as P50,000.00 for attorney's fees.

FACTUAL ANTECEDENTS

GMC, a domestic corporation, is the registered owner of the GMC Plaza Complex, a commercial building on Legaspi Extension corner McArthur Boulevard, Cebu City. On February 2, 1998, GMC, represented by its General Manager, Luis Calalang Jr. (Calalang), entered into a contract with CAMI, a domestic corporation, for the lease of a 2,906 square meter commercial space within GMC's building (leased premises).

The lease contract was for a period of twenty (20) years, with the monthly rental fixed at P10,000.00. The contract further stipulated that the property shall be used exclusively by CAMI as a garage and repair shop for vehicles,[4] and imposed upon CAMI the following terms and conditions:

> C. The LESSEE shall upon the signing of this contract immediately deposit with the LESSOR the following amounts:
>
> - The sum of PESOS: - TEN THOUSAND & 00/100 (P10,000.00) inclusive of VAT Philippine currency, to be applied as rental for the last month;
>
> - The sum PESOS - TEN THOUSAND & 00/100 - (P10,000.00) as guarantee deposit to defray the cost of the repairs necessary to keep the leased premises in a good state of repair and to pay the LESSEE'S unpaid bills from the various utility services in the leased premises; that this amount shall be refundable, if upon the termination of this contract, the leased premises are in good state of repair and the various utility bills have been paid.

x x x x

H. The LESSEE shall not place or install any signboard, billboard, neon lights, or other form of advertising signs on the leased premises or on any part thereof, except upon the prior written consent of the LESSOR.

x x x x

M. Finally, the failure on the part of the LESSOR to insist upon a strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right or remedy that said LESSOR may have, nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions and covenants herein contained, unless expressed in writing and signed by the LESSOR or its duly authorized representative.[5]

According to GMC, CAMI violated the provisions of the lease contract when: a) CAMI subleased a portion of the leased premises without securing GMC's prior written consent; b) CAMI introduced improvements to the leased premises without securing GMC's consent; and c) CAMI did not deliver the required advance rental and deposit to GMC upon the execution of the lease contract.

On June 11, 1999, GMC sent CAMI a letter informing the latter that it was terminating the lease contract and demanding that CAMI vacate the premises and settle all its unpaid accounts before the end of that month.

On July 7, 1999, GMC filed a complaint for unlawful detainer with the MTCC against CAMI, asserting that it terminated the lease contract on June 11, 1999 because CAMI violated the terms of the contract and continued to do so despite GMC's repeated demands and reminders for compliance; and that CAMI refused to vacate the leased premises. GMC also impleaded Uytengsu, the General Manager of CAMI, in his official and personal capacities.

In response, CAMI denied that it had subleased any portion of the leased premises. On the improvements allegedly introduced without GMC's consent, CAMI explained that these were introduced prior to the execution of the present lease contract; in fact, these improvements were made with GMC's knowledge and were the reason why GMC decided to enter into the present lease contract with CAMI for 20 years at the low rental of only P10,000.00 a month. On its alleged failure to deliver the advance rental and deposit, CAMI pointed out that Calalang, GMC's representative, had verbally waived this requirement. Moreover, CAMI contended that a party is considered in default only if it fails to comply with the demand to observe the terms and conditions of the contract. Since CAMI immediately deposited the amount of P20,000.00 with the court as advance rental and deposit after it learned of the unlawful detainer complaint, it could not be considered in default. Consequently, CAMI posits that it did not violate any of the provisions of the lease contract, and GMC had no right to terminate the lease contract and to demand CAMI's ejectment from the leased premises.

On July 5, 2000, the MTCC rendered its decision in favor of GMC. The dispositive portion of its ruling reads:

> WHEREFORE, judgment is hereby rendered in favor of the plaintiff [GMC] and against the defendant [CAMI], to wit:
>
> 1. Ordering the defendants and all other person (sic) staying in the premises of the plaintiff to vacate the property and remove all their temporary structure therein;
>
> 2. Ordering the defendants to pay plaintiff compensatory damages in the amount of P20,000.00 a month from date (sic) demand until defendants vacate plaintiff property;
>
> 3. Ordering the defendants to pay plaintiff Attorney's Fees in the amount of P50,000.00;
>
> 4. Ordering the defendants to pay the costs.
>
> SO ORDERED.

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

The RTC reversed the MTCC decision and dismissed GMC's complaint after finding that CAMI had not violated the terms and conditions of the lease contract. The RTC learned that Calalang had waived payment of the advance rental and deposit, and had given his consent to the introduction of improvements, signboards and alterations on the leased premises. The RTC also held that CAMI did not sublease the premises.

GMC sought relief from the RTC decision through a petition for review with the CA. GMC claimed that Calalang's waiver of the advance rental and deposit was void since it was not in writing. In response, CAMI questioned whether GMC had complied with the requisites of Section 2, Rule 70 of the Rules of Court prior to the filing of the unlawful detainer complaint - an issue that, according to GMC, was raised for the first time before the CA.

In the assailed September 28, 2001 decision, the CA reversed the RTC decision and held that even though the advance rental and deposit payments could be waived under the contract, the waiver had to be in writing and signed by a duly authorized representative of GMC in order to be effective. Since Calalang's waiver was not contained in a written document, it could not bind GMC.

As to the contention that GMC failed to comply with the jurisdictional requirement found in Section 2, Rule 70 of the Rules of Court, the CA held that such a belated claim could no longer be entertained at that late stage of the proceedings. Since CAMI freely litigated on the issues presented by GMC before the lower courts without raising this issue, it cannot now raise the issue on the basis of estoppel.

THE PETITION

CAMI now comes to this Court via a petition for review on certiorari,[6] claiming that the CA committed reversible error in its September 28, 2001 decision and November 22, 2001 resolution.

First, CAMI contends that the demand letter sent by GMC merely stated that it expected CAMI to vacate the premises and pay all its unsettled accounts by the end of June 1999; the letter did not demand compliance with the terms of the contract. Thus, CAMI could not be considered in default and GMC had no cause to terminate the lease contract. The defective demand letter also failed to comply with the demand required by Section 2, Rule 70 of the Rules of Court; pursuant to Arquelada v. Philippine Veterans Bank[7] - which held that the demand from the lessor to pay or to comply with the conditions of the lease and to vacate the premises must be alleged in the complaint for unlawful detainer for the MTCC to acquire jurisdiction over the case - the MTCC thus failed to acquire jurisdiction over GMC's complaint against it.

Next, CAMI assails the CA interpretation of paragraph M of the lease contract.[8] According to CAMI, paragraph M only applies when the waiver refers to the right of GMC to take action for any violation of the terms and conditions of the contract. Where the waiver relates to the performance of the term or condition, such as waiver of the payment of advance rental and deposit, the waiver does not need to be in writing.

Last, CAMI questions the reinstatement of the MTCC decision, which ordered CAMI and Uytengsu to pay for actual damages to GMC in the amount of P20,000.00 per month from the time of demand until CAMI actually vacated the property, and attorney's fees in the amount of P50,000. CAMI assails the award of damages for having no legal or factual basis.

GMC, on the other hand, contends that CAMI never raised the issue of GMC's lack of demand before either the MTCC or the RTC as one of its defenses; instead, this issue, as well as the corresponding issue of the MTCC's lack of jurisdiction, was raised for the first time on appeal before the CA. GMC also reiterates the CA's ruling that any waiver of the lease contract's terms and conditions must be in writing in order to be effective. Finally, GMC dismisses CAMI's questions on the inclusion of Uytengsu, as well as the award of actual damages and attorney's

fees, for not having been raised before the lower courts.

THE COURT'S RULING

We resolve to grant the petition.

Petition raises factual questions

In petitions for review on certiorari under Rule 45 of the Rules of Civil Procedure, only questions of law may be raised and passed upon by this Court. As in any general rule, however, certain exceptions may exist.[9] In the present case, we are asked to either uphold GMC's unlawful detainer complaint or dismiss it outright under a situation where the findings of facts of the trial court and the appellate court conflict with each other, which is one of the recognized exceptions to the requirement that Rule 45 petitions deal only with questions of law. If necessary, therefore, we can examine the evidence on record in this case and determine the truth or falsity of the parties' submissions and allegations.

On the issue of demand

GMC claims that CAMI belatedly raised the issue of lack of demand. On the other hand, CAMI contends in its Motion to Admit Reply[10] that it raised this defense as early as its Answer before the MTCC.

We agree with CAMI. The MTCC decision, which quoted CAMI's Answer extensively, clearly shows that CAMI stated that it will be in default with respect to the advance rental and deposit only after GMC has made a demand for the payment. CAMI also stated that it had already deposited the advance rental and deposit with the Clerk of Court of the MTCC. Lastly, CAMI denied GMC's claim in its complaint that a demand had been made.[11] These statements, taken together, clearly belie GMC's claim that CAMI never raised the lack of demand as an issue before the lower court.

Another issue raised, relating to demand, is whether GMC sent CAMI the required demand letter. Invoking Article 1169 of the Civil Code,[12] CAMI principally contends that it could not be considered in default because GMC never sent a proper demand letter.

CAMI, in invoking Article 1169, apparently overlooked that what is involved is not a mere mora or delay in the performance of a generic obligation to give or to do that would eventually lead to the remedy of rescission or specific performance. What is involved in the case is a contract of lease and the twin remedies of rescission and judicial ejectment after either the failure to pay rent or to comply with the conditions of the lease. This situation calls for the application, not of Article 1169 of the Civil Code but, of Article 1673 in relation to Section 2, Rule 70 of the Rules of Court. Article 1673 states:

> Article 1673. The lessor may judicially eject the lessee for any of the following causes:
>
> x x x x
>
> (3) Violation of any of the conditions agreed upon in the contract; xxx

Based on this provision, a lessor may judicially eject (and thereby likewise rescind the contract of lease) the lessee if the latter violates any of the conditions agreed upon in the lease contract. Implemented in accordance with Section 2, Rule 70, the lessor is not required to first bring an action for rescission, but may ask the court to do so and simultaneously seek the ejecment of the lessee in a single action for unlawful detainer.[13] Section 2, Rule 70 of the Rules of Court provides:

> Sec. 2. Lessor to proceed against lessee only after demand.

> Unless otherwise stipulated, such action by the lessor shall be commenced only after demand to pay or comply with the conditions of the lease and to vacate is made upon the lessee, or by serving written notice of such demand upon the person found on the premises, or by posting such notice on the premises if no person be found thereon, and the lessee fails to comply therewith after fifteen (15) days in the case of land or five (5) days in the case of buildings. [Emphasis supplied.]

GMC insists that it complied with the required demand when it sent CAMI the following letter:

> June 11, 1999
>
> CEBU AUTOMETIC MOTORS, INC.
> GMC Plaza Complex
> Legaspi Extension cor.
> MacArthur Boulevard
> Cebu City
>
> ATTENTION: MR. TIRSO UYTENGSU III
>
> Gentlemen:
>
> We are informing you of the termination of the Contract of Lease over our clients, General Milling Corporation premises at GMC Plaza Complex effective June 30, 1999.
>
> Your repeated violations of the terms of the contract, failure to deposit the required amounts (equivalent to two to three months rent) the subleasing of a portion of the leased premises without the required prior written consent, the introduction of improvements and alterations and the installation of a signboard without the prior written consent, leave us no choice.
>
> It should be mentioned that the latest Contract of Lease was questionably entered by you and Mr. Luis Calalang, Jr. hurriedly, knowing fully well that the same was completely one-sided in your favor and totally disadvantageous to GMC. It was as if there was a plot or scheme to take advantage of the situation at the time.
>
> We expect you to vacate the premises, settle all your unpaid accounts on or before the end of June, 1999. [Emphasis supplied.]

With this demand letter as evidence, we hold it undisputed that GMC did serve a prior demand on CAMI. The question, however, is whether this is the demand that Section 2, Rule 70 of the Rules of Court contemplates as a jurisdictional requirement before a lessor can undertake a judicial ejectment pursuant to Article 1673 of the Civil Code.

Section 2, Rule 70, on its face, involves two demands that may be made in the same demand letter, namely, (1) the demand for payment of the amounts due the lessor, or the compliance with the conditions of the lease, and (2) the demand to vacate the premises. These demands, of course, are not intended to be complied with at the same time; otherwise, the provision becomes contradictory as it is pointless to demand payment or compliance if the demand to vacate is already absolute and must be heeded at the same time as the demand to pay or to comply. It is only after the demands for payment or compliance are made on the lessee and subsequently rejected or ignored that the basis for the unlawful detainer action arises.

The twin aspects of the demand letter can best be understood when Section 2, Rule 70 is read and understood as the specific implementing procedural rule to carry out the results that Article 1673 mandates - the rescission of the contract of lease and the judicial ejectment of the lessee. The judicial rescission of a contract of lease is essentially governed by Article 1659 of the Civil Code, grounded on the breach of the parties' statutory obligations: in the case of the lessee, for its failure to pay the rent or to use the property under lease for the purpose it was intended.

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

Article 1673, read with Section 2, Rule 70 of the Rules, does away with the need for an independent judicial action to rescind prior to ejectment by combining these remedies in an unlawful detainer action.

The law of contracts (essentially, Articles 1191 of the Civil Code for judicial rescission and Article 1659 for the judicial rescission of lease agreements) firmly establishes that the failure to pay or to comply with the contractual term does not, by itself, give rise to a cause of action for rescission; the cause of action only accrues after the lessee has been in default for its failure to heed the demand to pay or to comply.[14] With the contract judicially rescinded, the demand to vacate finds full legal basis.

Article 1673, implemented pursuant to Section 2, Rule 70, does away with a separate judicial action for rescission, and allows under a single complaint the judicial ejectment of the lessee after extrajudicial rescission has taken place. These combined remedies account for the separate aspects of the demand letter: the demand to pay rentals or to comply with the terms of the lease, and to vacate. The tenant's refusal to heed the demand to vacate, coming after the demand to pay or to comply similarly went unheeded, renders unlawful the continued possession of the leased premises; hence, the unlawful detainer action.[15]

In Dio v. Concepcion, we ruled that:

> Under Article 1673 of the Civil Code, the lessor may judicially eject the lessee for, among other causes: (1) lack of payment of the price stipulated; or (2) violation of any of the conditions agreed upon in the contract. Previous to the institution of such action, the lessor must make a demand upon the lessee to pay or comply with the conditions of the lease and to vacate the premises. It is the owner's demand for the tenant to vacate the premises and the tenant's refusal to do so which makes unlawful the withholding of possession.[16] Such refusal violates the owner's right of possessiongiving rise to an action for unlawful detainer. [Emphasis supplied.]

Mr. Justice Jose Vitug further explained the Court's action in this case in his Separate Opinion when he said:

> I just would like to add, by way of clarification, that the principal remedies open to an obligee, upon the breach of an obligation, are generally judicial in nature and must be independently sought in litigation, i.e., an action for performance (specific, substitute or equivalent) or rescission (resolution) of a reciprocal obligation. The right to rescind (resolve) is recognized in reciprocal obligations; it is implicit, however, in third paragraph of Article 1191 of the Civil Code that the rescission there contemplated can only be invoked judicially. Hence, the mere failure of a party to comply with what is incumbent upon him does not ipso jure produce the rescission (resolution) of the obligation.
>
> Exceptionally, under the law and, to a limited degree, by agreement of the parties, extrajudicial remedies may become available such as, in the latter case, an option to rescind or terminate a contract upon the violation of a resolutory facultative condition. In the case of lease agreements, despite the absence of an explicit stipulation, that option has been reserved by law in favor of a lessee under Article 1673 of the Civil Code by providing that the lessor may judicially eject the lessee for, among other grounds, a violation of any of the conditions agreed upon in the contract. The provision, read in conjunction with Section 2, Rule 70, of the 1997 Rules of Civil Procedure, would, absent a contrary stipulation, merely require a written demand on the lessee to pay or to comply with the conditions of the lease and to vacate the premises prior to the institution of an action for ejectment. The above provisions, in effect, authorizes the lessor to terminate extrajudicially the lease (with the same effect as rescission) by simply serving due notice to the lessee.
>
> In this particular instance, therefore, the only relevant court jurisdiction involved is that of the first level court in the action for ejectment, an independent judicial action for rescission being unnecessary.

Thus, as further clarified, an extrajudicial rescission gave rise to the demand to vacate that, upon being refused, rendered the possession illegal and laid the lessee open to ejectment. The rescission, an extrajudicial one, was

triggered by the lessee's refusal to pay the rent or to comply with the terms of the lease. The Court put it in plainer terms in Arquelada v. Philippine Veterans Bank:[17] where it said:

> As contemplated in Section 2, the demand required is the demand to pay or comply with the conditions of the lease and not merely a demand to vacate. Consequently, both demands - either to pay rent or adhere to the terms of the lease and vacate are necessary to make the lessee a deforciant in order that an ejectment suit may be filed. It is the lessor's demand for the lessee to vacate the premises and the tenant's refusal to do so which makes unlawful the withholding of the possession. Such refusal violates the lessor's right of possession giving rise to an action for unlawful detainer. However, prior to the institution of such action, a demand from the lessor to pay or comply with the conditions of the lease and to vacate the premises is required under the aforequoted rule. Thus, mere failure to pay the rents due or violation of the terms of the lease does not automatically render a person's possession unlawful. Furthermore, the giving of such demands must be alleged in the complaint, otherwise the MTC cannot acquire jurisdiction over the case. [Emphasis supplied.]

A close examination of GMC's letter to CAMI tells us that the letter merely informed recipient CAMI that GMC had terminated the lease based on the cited violations of the terms of the lease, and on the basis of this termination, required CAMI to vacate the premises by the end of the month. In other words, the letter did not demand compliance with the terms of the lease; GMC was past this point as it had rescinded the contract of lease and was already demanding that the leased premises be vacated and the amounts owing be paid. Thus, whether or not the amounts due were paid, the lease remained terminated because of the cited violations.

From this perspective, GMC did not fully comply with the requirements of Section 2, Rule 70. Technically, no extrajudicial rescission effectively took place as a result of the cited violations until the demand to pay or comply was duly served and was rejected or disregarded by the lessee. This aspect of the demand letter - missing in the demand letter and whose rejection would have triggered the demand to vacate - gave GMC no effective cause of action to judicially demand the lessee's ejectment. All these, the appellate court unfortunately failed to appreciate.

Our above conclusion renders unnecessary any further ruling on the merits of the parties' positions on the existence of the substantive grounds for rescission and ejectment.

WHEREFORE, premises considered, we GRANT the petition and REVERSE and SET ASIDE the decision of the Court of Appeals dated September 28, 2001 in CA-G.R. SP. No. 64363. We accordingly DECLARE General Milling Corporation's complaint for unlawful detainer, Civil Case No. R-41923 before the Municipal Trial Court in Cities of Cebu City, DISMISSED for lack of cause of action. Costs against the respondent General Milling Corporation.

SO ORDERED.

Carpio Morales, (Chairperson), Bersamin, Villarama, Jr., and Sereno, JJ., concur.

---

[1] Dated September 28, 2001, penned by Associate Justice Rodrigo Cosico and concurred in by Associate Justices Ramon Barcelona and Bienvenido Reyes; rollo, pp. 39-47.

[2] Dated January 18, 2001; id. at 36-38.

[3] Dated July 5, 2000; id. at 28-35.

[4] Id. at 60-63.

[5] Id. at 61-62.

[6] Under Rule 45 of the RULES OF COURT dated December 5, 2001; id. at 4-27.

[7] 385 Phil. 1200 (2000).

[8] Paragraph M states:

> M. Finally, the failure on the part of the LESSOR to insist upon a strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right or remedy that said LESSOR may have, nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions and covenants herein contained, unless expressed in writing and signed by the LESSOR or its duly authorized representative.

[9] These exceptions are: (1) When the conclusion is a finding grounded entirely on speculations, 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 fact are conflicting; (6) when the Court of Appeals, in making its findings, went beyond the issues of the case and the same is contrary to the admissions of both appellant and appellee; (7) when the findings of the Court of Appeals are contrary to those of the trial court; (8) when the findings of fact are conclusions without citation of specific evidence on which they are based; (9) when the Court of Appeals manifestly overlooked certain relevant facts not disputed by the parties, which, if properly considered, would justify a different conclusion; and (10) when the findings of fact of the Court of Appeals are premised on the absence of evidence and are contradicted by the evidence on record. (Commissioner of Internal Revenue v. Embroideryand Garments Industries [Phils.], Inc., 364 Phil. 541 (1999); Ayala Corporation v. Ray Burton Development Corporation, 355 Phil. 475 (1998); Nokom v. NLRC, 390 Phil. 1228 (2000).

[10] Dated April 15, 2002; rollo, pp. 86-93.

[11] Id. at 32.

[12] This provision states:

> Art. 1169. Those obliged to deliver or to do something incur in delay from the time the obligee judicially or extrajudicially demands from them the fulfillment of their obligation.
>
> However, the demand by the creditor shall not be necessary in order that delay may exist:
>
> (1) When the obligation or the law expressly so declare; or
>
> (2) When from the nature and the circumstances of the obligation it appears that the designation of the time when the thing is to be delivered or the service is to be rendered was a controlling motive for the establishment of the contract; or
>
> (3) When demand would be useless, as when the obligor has rendered it beyond his power to perform.
>
> In reciprocal obligations, neither party incurs in delay if the other does not comply or is not ready to comply in a proper manner with what is incumbent upon him. From the moment one of the parties fulfills his obligation, delay by the other begins.

[13] Abaya Investments Corporation v. Merit Philippines, G.R. No. 176324, April 16, 2008, 551 SCRA 646.

[14] If the demand to pay or to comply is heeded, then the matter is settled extrajudicially; the demand to vacate is not heeded and judicial action is rendered necessary.

[15] Supra note 13; see also Zobel v. Abreu, 52 O.G. 3592.

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

[16] Casilan v. Tomassi, 10 SCRA 261, 267 (1964).

[17] G.R. No. 139137, March 31, 2000.

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.