

DESAMPARADOS M. SOLIVA, SUBSTITUTED BY SOLE HEIR PERLITA SOLIVA GALDO, PETITIONER, VS. THE INTESTATE ESTATE OF MARCELO M. VILLALBA AND VALENTA BALICUA VILLALBA, RESPONDENTS.

G.R. No. 154017. December 08, 2003

Ponente: PANGANIBAN, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-154017/>

PANGANIBAN, J.:

There is a valid sale even though the purchase price is not paid in full. The unpaid seller's remedy is an action to collect the balance or to rescind the contract within the time allowed by law. In this case, laches barring the claim of petitioner to recover the property has already set in. However, in the interest of substantial justice, and pursuant to the equitable principle proscribing unjust enrichment, she is entitled to receive the unpaid balance of the purchase price plus legal interest thereon.

The Case

Before us is a Petition for Review[1] under Rule 45 of the Rules of Court, seeking to nullify the November 9, 2001 Decision[2] and the May 23, 2002[3] Resolution of the Court of Appeals (CA) in CA-GR CV No. 42024. The assailed Decision disposed as follows:

"WHEREFORE, the Decision appealed from is AFFIRMED."[4]

The assailed Resolution denied petitioner's Motion for Reconsideration.

The Facts

The facts are narrated by the CA, as follows:

"On May 5, 1982, [Petitioner] Desamparados M. Soliva filed a complaint for recovery of ownership, possession and damages against [Respondent] Valenta Balicua Villalba x x x alleging that she is the owner of a parcel of agricultural land situated at Hinaplanan, Claveria, Misamis Oriental, containing an area of 16,542 square meters and covered by Original Certificate of Title No. 8581; that on January 4, 1966, the late Capt. Marcelo Villalba asked her permission to occupy her house on said land, promised to buy the house and lot upon receipt of his money from Manila and gave her P600.00 for the occupation of the house; that Capt. Villalba died in 1978 without having paid the consideration for the house and lot; and that after [the] death of Capt. Villalba, his widow, [Respondent Valenta], refused to vacate the house and lot despite demands, destroyed the house thereon and constructed a new one.

"For failure to file an answer, [Respondent Valenta] was declared in default and [petitioner] was allowed to present her evidence ex-parte.

"On March 26, 1984, the court a quo rendered judgment restoring to [petitioner] her right of ownership and possession of the property and ordering [Respondent Valenta] to pay [her] P25,000.00 as actual damages and

P5,000.00 as attorney's fees. Said decision became final and [petitioner] was placed in possession of the subject property.

"A petition for relief from judgment was filed by [Respondent Valenta] on June 5, 1984 alleging that her failure to file an answer to the complaint was caused by her confusion as to whether the property formed part of the estate of her late husband, Marcelo Villalba; that she referred the matter to Atty. Eleno Kabanlit, the administrator of the estate, but the latter informed her that the property was not included in the inventory of the estate; and that she has a meritorious defense as her late husband had already paid the amount of P2,250.00 out of the purchase price of P3,500.00 for the house and lot.

"The petition for relief was denied by the court a quo in an Order dated September 3, 1984 on the grounds that the failure of [Respondent Valenta] to file an answer was not due to excusable negligence and that she does not seem to have a valid and meritorious defense.

"[Respondent Valenta] appealed to [the CA], which rendered a Decision on February 21, 1990 finding that the failure of [Respondent Valenta] to file an answer to the complaint was due to excusable negligence; that she has a meritorious defense, and that the complaint should have been filed not against her but against the administrator of the estate of deceased Marcelo Villalba. The dispositive portion of said Decision reads:

`WHEREFORE, the order appealed from is hereby REVERSED; the judgment by default in Civil Case No. 8515, subject matter of the petition for relief, is SET ASIDE; the trial court is ORDERED to continue with the proceedings in said case; and [Petitioner] Desamparados M. Soliva x x x is ORDERED to amend [her] complaint by substituting the administrator of the intestate testate (sic) of the late Marcelo M. Villalba for Valenta Baricua-Villalba [respondent] as defendant in said amended complaint. No pronouncement as to costs.

`SO ORDERED.'

"Consequently, an amended complaint was filed in Civil Case No. 8515 by substituting the Intestate Estate of Marcelo M. Villalba, represented by its Administrator, Atty. Eleno M. Kabanlit, for [Respondent Valenta], as defendant therein.

"Answering the complaint, the Administrator alleged that the house and lot were sold to the late Marcelo Villalba by Magdaleno Soliva, the late husband of [petitioner], on December 18, 1965 for P3,500.00 on installment basis and that Marcelo Villalba had paid the total amount of P2,250.00; that no demands were made on [Respondent Valenta] to vacate the property prior to the filing of the original complaint in 1982; and that [Respondent Valenta] has been in continuous, public and uninterrupted possession of the property for seventeen (17) years, i.e., from 1965 to 1982, so that [petitioner's] claim of ownership has already prescribed.

"An answer-in-intervention was filed by [Respondent Valenta] alleging that the original transaction between her late husband and the late husband of [petitioner] covered seventy [two] (72) hectares of land, twenty-nine (29) heads of cattle and the subject house and lot; that [petitioner] and her husband delivered to them only twenty-seven (27) hectares and twelve (12) heads of cattle and they had to pay separately for the house and lot; and that she renovated the house and lot at a cost of not less than P30,000.00 and planted numerous fruit trees and permanent crops, all valued at not less than P50,000.00.

"On March 11, 1993, the court a quo rendered a Decision, the dispositive portion of which reads:

`WHEREFORE, judgment is hereby rendered dismissing the complaint and the counterclaims without special pronouncement as to costs, and ordering the reconveyance of subject lot to [respondent] and intervenor.'"[5]

Ruling of the Court of Appeals

Affirming the RTC, the CA held that laches had already set in. The inaction of petitioner for almost 16 years had barred her action to recover the disputed property from the Villalbas. The appellate court found that 1) until the

death of Marcelo Villalba in 1978, his payment of the full purchase price of the disputed house and lot was never demanded; 2) no evidence was presented to show when petitioner had made a verbal demand on Valenta Villalba to vacate the premises; and 3) the complaint for recovery of ownership and possession was filed only on May 5, 1982 -- 16 years after the former's cause of action had accrued.

Hence, this Petition.[6]

Issues

Petitioner submits the following issues for our consideration:

"1.

Whether or not Capt. Marcelo M. Villalba who died in 1978 after declaring that he would not pay anymore the full consideration of the price of the house and lot and after exhausting extrajudicial remedies would bar Desamparados M. Soliva or her successor-in-interest from asserting her claim over her titled property.

"2.

Whether or not the Decision of the Court of Appeals affirming the Decision of the Regional Trial Court ordering the reconveyance of the subject lot to defendant and intervenor although Capt. Marcelo Villalba nor his wife Valenta Balicua Villalba had not yet paid the full consideration of the price of the house and lot would unjustly enrich spouses Marcelo and Valenta Villalba at the expense of Desamparados M. Soliva."[7]

Simply put, the issues boil down to the following: (1) whether petitioner is barred from recovering the disputed property; and (2) whether the conveyance ordered by the court a quo would unjustly enrich respondents at her expense.

The Court's Ruling

The Petition is partly meritorious.

First Issue:

Petitioner's Claim Already Barred

Petitioner contests the appellate court's finding that she slept on her rights for 16 years and thereby allowed prescription and laches to set in and bar her claim. She avers that she undertook extrajudicial measures to collect the unpaid balance of the purchase price from the Villalbas. She also emphasizes that as a result of her original action, the trial court restored her to the possession of the disputed house and lot on March 26, 1984.

It is readily apparent that petitioner is raising issues of fact that have amply been ruled upon by the appellate court. The CA's findings of fact are generally binding upon this Court and will not be disturbed on appeal -- especially when, as in this case, they are the same as those of the trial court.[8] Petitioner has failed to show sufficient reason for us to depart from this rule. Accordingly, we shall review only questions of law that have been distinctly set forth.[9]

No Invalidation of Sale Due to Nonpayment of Full Price

Petitioner argues that the transaction between the parties was a contract to sell rather than a contract of sale. This argument was properly brushed aside by the appellate court, which held that she was bound by her admission in her Complaint[10] and during the hearings[11] that she had sold the property to the Villalbas.

Petitioner further contends that the oral contract of sale between the parties was invalid, because the late Captain Marcelo Villalba and his wife had failed to comply with their obligation to pay in full the purchase price of the house and lot. She is mistaken.

Under Article 1318 of the Civil Code, the following are the essential requisites of a valid contract: 1) the consent of the contracting parties, 2) the object certain which is the subject matter of the contract, and 3) the cause of the obligation which is established. When all the essential requisites are present, a contract is obligatory in whatever form it may have been entered into, save in cases where the law requires that it be in a specific form to be valid and enforceable.[12]

With respect to real property, Article 1358(1) of the Civil Code specifically requires that a contract of sale thereof be in a public document. However, an otherwise unenforceable oral contract of sale of realty under Article 1403(2) of the Civil Code may be ratified by the failure to object to the presentation of oral evidence to prove it or by the acceptance of benefits granted by it.[13]

All the essential elements of a valid contract are present in this case. No issue was raised by petitioner on this point. Moreover, while the contract between the parties might have been unenforceable under Article 1403(2) of the Civil Code, the admission[14] by petitioner that she had accepted payments under the oral contract of sale took the case out of the scope of the Statute of Frauds.[15] The ratification of the contract rendered it valid and enforceable.

Furthermore, contrary to petitioner's submission, the nonpayment of the full consideration did not invalidate the contract of sale. Under settled doctrine, nonpayment is a resolutory condition that extinguishes the transaction existing for a time and discharges the obligations created thereunder.[16] The remedy of the unpaid seller is to sue for collection[17] or, in case of a substantial breach, to rescind the contract.[18] These alternative remedies of specific performance and rescission are provided under Article 1191 of the Civil Code as follows:

"Art.1191. -- The power to rescind obligations is implied in reciprocal ones, in case one of the obligors should not comply with what is incumbent upon him.

"The injured party may choose between fulfillment and the rescission of the obligation, with the payment of damages in either case. He may also seek rescission even after he has chosen fulfillment, if the latter should become impossible.

"The Court shall decree the rescission claimed, unless there be just cause authorizing the fixing of a period.

"x x x x x x x x."

The rescission of a sale of immovables, on the other hand, is governed by Article 1592 of the Civil Code as follows:

"Article 1592. In the sale of immovable property, even though it may have been stipulated that upon failure to pay the price at the time agreed upon the rescission of the contract shall of right take place, the vendee may pay, even after the expiration of the period, as long as no demand for rescission of the contract has been made upon him either judicially or extrajudicially or by a notarial act. After the demand, the court may not grant him a new term."

Upon the facts found by the trial and the appellate courts, petitioner did not exercise her right either to seek specific performance or to rescind the verbal contract of sale until May 1982, when she filed her complaint for recovery of ownership and possession of the property. This factual finding brings to the fore the question of whether by 1982, she was already barred from recovering the property due to laches and prescription.

Action Barred by Laches

In general, laches is the failure or neglect, for an unreasonable and unexplained length of time, to do that which -- by the exercise of due diligence -- could or should have been done earlier.[19] It is the negligence or omission to assert a right within a reasonable period, warranting the presumption that the party entitled to assert it has either abandoned or declined to assert it.[20]

Under this time-honored doctrine, relief has been denied to litigants who, by sleeping on their rights for an unreasonable length of time -- either by negligence, folly or inattention -- have allowed their claims to become stale.[21] *Vigilantibus, sed non dormientibus, jura subveniunt*. The laws aid the vigilant, not those who slumber on their rights.[22]

The following are the essential elements of laches:

(1)

Conduct on the part of the defendant that gave rise to the situation complained of; or the conduct of another which the defendant claims gave rise to the same;

(2)

Delay by the complainant in asserting his right after he has had knowledge of the defendant's conduct and after he has had an opportunity to sue;

(3)

Lack of knowledge by or notice to the defendant that the complainant will assert the right on which he bases his suit; and

(4)

Injury or prejudice to the defendant in the event relief is accorded to the complainant.[23]

Petitioner complied with her obligation to deliver the property in 1966.[24] However, respondent's husband failed to comply with his reciprocal obligation to pay, when the money he had been expecting from Manila never materialized.[25] He also failed to make further installments after May 13, 1966.[26] As early as 1966, therefore, petitioner already had the right to compel payment or to ask for rescission, pursuant to Article 1169 of the Civil Code, which reads:

"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:

x x x x x x x x

"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." (Italics supplied)

Nonetheless, petitioner failed to sue for collection or rescission. Due to insufficiency of evidence, the lower courts brushed aside her assertions that she had availed herself of extrajudicial remedies to collect the balance or to serve an extrajudicial demand on Villalba, prior to her legal action in 1982. Meanwhile, respondent had spent a considerable sum in renovating the house and introducing improvements on the premises.[27]

In view thereof, the appellate court aptly ruled that petitioner's claim was already barred by laches. It has been consistently held that laches does not concern itself with the character of the defendant's title, but only with the issue of whether or not the plaintiff -- by reason of long inaction or inexcusable neglect -- should be barred entirely from asserting the claim, because to allow such action would be inequitable and unjust to the defendant.[28]

Likewise, it must be stressed that unlike prescription, laches is not concerned merely with the fact of delay, but even more with the effect of unreasonable delay.[29] In *Vda. de Cabrera v. CA*,[30] we explained:

"In our jurisdiction, it is an enshrined rule that even a registered owner of property may be barred from recovering possession of property by virtue of laches. Under the Land Registration Act (now the Property Registration Decree), no title to registered land in derogation to that of the registered owner shall be acquired by prescription or adverse possession. The same is not true with regard to laches. As we have stated earlier in *Mejia de Lucas vs. Gamponia*, while the defendant may not be considered as having acquired title by virtue of his and his predecessor's long continued possession (37 years) the original owner's right to recover x x x the possession of the property and the title thereto from the defendant has, by the latter's long period of possession and by patentee's inaction and neglect, been converted into a stale demand." [31]

The contention of petitioner that her right to recover is imprescriptible because the property was registered under the Torrens system[32] also fails to convince us. It was the finding of the trial court that the property was not yet covered by a free patent on January 4, 1966, when Captain Villalba acquired possession thereof. Indeed, the evidence shows that as of that date, the documents relating to the property were still in the name of Pilar Castrence, from whom petitioner purchased the property on April 27, 1966;[33] that she applied for a free patent therefor between January 4 and April 27, 1966;[34] and that the original certificate of title over the lot was issued to her under Free Patent No. (x-1) 3732 only on August 16, 1974.[35]

It is apparent, then, that petitioner sold the house and lot to respondent on January 4, 1966, before she had even acquired the title to convey it. Moreover, she applied for a free patent after she lost, by operation of law,[36] the title she had belatedly acquired from Castrence. These circumstances raise serious questions over the former's good faith in delaying the assertion of her rights to the property. They bar her from seeking relief under the principle that "one who comes to court must come with clean hands." [37]

Action Barred by Prescription

Moreover, we find that the RTC and the CA correctly appreciated the operation of ordinary acquisitive prescription in respondent's favor. To acquire ownership and other real rights over immovables under Article 1134 of the Civil Code, possession must be for 10 years. It must also be in good faith and with just title.[38]

Good faith consists of the reasonable belief that the person from whom the possessor received the thing was its owner, but could not transmit the ownership thereof.[39] On the other hand, there is just title when the adverse claimant came into possession of the property through one of the modes recognized by law for the acquisition of ownership or other real rights, but the grantor was not the owner or could not transmit any right.[40]

The RTC and the CA held that the Villalbas' had continuously possessed the property from January 4, 1966 until May 5, 1982[41] or for a total of 16 years. Capt. Villalba came into possession through a sale by petitioner, whom he believed was the owner, though -- at the time of the sale -- she was not. Clearly, all the elements of ordinary

acquisitive prescription were present.

Petitioner is thus precluded from invoking the 30-year prescriptive period for commencing real action over immovables. Prescription of the action is without prejudice to acquisitive prescription, according to Article 1141 of the Civil Code, which we quote:

"Art. 1141. Real actions over immovables prescribe after thirty years.

"This provision is without prejudice to what is established for the acquisition of ownership and other real rights by prescription." (Italics supplied)

Second Issue:

Unjust Enrichment

While petitioner is now barred from recovering the subject property, all is not lost for her. By Respondent Villalba's own admission,[42] a balance of P1,250 of the total purchase price remains unpaid. Reason and fairness suggest that petitioner be allowed to collect this sum. It is a basic rule in law that no one shall unjustly enrich oneself at the expense of another. *Niguno non deve enriquecerse tortizamente condaño de otro*. For indeed, to allow respondent to keep the property without paying fully for it amounts to unjust enrichment on her part.

Since the obligation consists of the payment of a sum of money, and Respondent Villalba has incurred delay in satisfying that obligation, legal interest at six percent (6%) per annum[43] is hereby imposed on the balance of P1,250, to be computed starting May 5, 1982 -- when the claim was made judicially -- until the finality of this Court's judgment. Following our ruling in *Eastern Shipping Lines, Inc. v. CA*,[44] the sum so awarded shall likewise bear interest at the rate of 12 percent per annum from the time this judgment becomes final and executory until its satisfaction.

WHEREFORE, the Petition is partly GRANTED. The Decision of the Court of Appeals is AFFIRMED, with the MODIFICATION that respondent is ordered to pay the balance of the purchase price of P1,250 plus 6 percent interest per annum, from May 5, 1982 until the finality of this judgment. Thereafter, interest of 12 percent per year shall then be imposed on that amount upon the finality of this Decision until the payment thereof. No costs.

SO ORDERED.

Davide, Jr., C.J., (Chairman), Ynares-Santiago, Carpio, and Azcuna, JJ., concur.

[1] Rollo, pp. 4-21.

[2] *Id.*, pp. 23-34. Third Division. Penned by Justice Marina L. Buzon, with the concurrence of Justices Buenaventura J. Guerrero (Division chairman) and Alicia L. Santos (member).

[3] *Id.*, pp. 36-37.

[4] CA Decision, p. 11; rollo, p. 33.

[5] *Id.*, pp. 1-4 & 23-26.

[6] The case was deemed submitted for decision on April 2, 2003, upon receipt by this Court of respondents' Memorandum signed by Atty. Francis Saturnino C. Juan. Petitioner's Memorandum, signed by Atty. Samuel B. Arnado, was received by the Court on March 24, 2003.

[7] Petitioner's Memorandum, p. 9; rollo, p. 152.

[8] *Lubos v. Galupo*, 373 SCRA 618, January 16, 2002; *Manufacturers Building, Inc. v. CA*, 354 SCRA 521, March 16, 2001; *Xentrex Automotive, Inc. v. CA*, 353 Phil. 258, June 18, 1998.

[9] Section 1 of Rule 45 of the Rules of Court.

[10] Complaint, p. 1, pars. 4-6; rollo, p. 38.

[11] TSN, November 12, 1991, pp. 12-21, cited in CA Decision, pp. 8-9; *id.*, pp. 30-31.

[12] Article 1356 of the Civil Code provides:

"Art. 1356. Contracts shall be obligatory, in whatever form they may have been entered into, provided all the essential requisites for their validity are present. However, when the law requires that a contract be in some form in order that it may be valid or enforceable, or that a contract be proved in a certain way, that requirement is absolute and indispensable. In such cases, the right of the parties stated in the following article cannot be exercised.

[13] Article 1405 of the Civil Code.

[14] TSN, November 12, 1991, pp. 17-21.

[15] *Mactan-Cebu International Airport Authority v. CA*, 331 Phil. 1046, October 30, 1996.

[16] *Central Bank of the Philippines v. Spouses Bichara*, 385 Phil. 553, March 27, 2000; *Heirs of Escanlar v. CA*, 346 Phil. 159, October 23, 1997; *Jacinto v. Kaparaz*, 209 SCRA 246, May 22, 1992.

[17] *Villaflor v. CA*, 345 Phil. 524, October 9, 1997.

[18] *Ibid.*; citing *Jacinto v. Kaparaz*, *supra*.

[19] *Ramos v. Heirs of Ramos Sr.*, 381 SCRA 594, April 25, 2002; *Westmont Bank v. Ong*, 375 SCRA 212, January 30, 2002; *Heirs of Biona v. CA*, 414 Phil. 297, July 31, 2001.

[20] *Philgreen Trading Construction Corporation v. CA*, 338 Phil. 433, April 18, 1997; *Brillo Handicrafts, Inc. v. CA*, 329 Phil. 161, August 7, 1996; *Chavez v. Bonto-Perez*, 242 SCRA 73, March 1, 1995.

[21] *Eduarte v. CA*, 311 SCRA 18, July 22, 1999; *Ochagabia v. CA*, 364 Phil. 233, March 11, 1999; *Catholic Bishop of Balanga v. CA*, 332 Phil. 206, November 14, 1996.

[22] R.S. Vasan (ed.), *Latin Words & Phrases for Lawyers* (1980), p. 248; and *Eduarte v. CA*, *supra*, p. 28.

[23] *Jison v. CA*, 350 Phil. 138, 183, February 24, 1998.

[24] TSN, November 12, 1991, p. 14; TSN, February 10, 1992, p. 6. See also petitioner's Memorandum, p. 10; rollo, p. 153.

[25] TSN, November 12, 1991, p. 8.

[26] *Id.*, pp. 17-22.

[27] TSN, February 10 & 12, 1992, pp. 35-39 & p. 44.

[28] *Catholic Bishop of Balanga v. CA*, *supra*.

[29] *Associated Bank v. CA*, 353 Phil. 702, June 29, 1998; *Vda. de Cabreba v. CA*, *supra*; *Catholic Bishop of Balanga v. CA*, *supra*;

[30] 335 Phil. 19, February 3, 1997.

[31] *Id.*, pp. 34-25, per Torres Jr., J.

[32] Petitioner's Memorandum, p. 22; rollo, p. 165.

[33] RTC Decision, p. 6; rollo, p. 72.

[34] *Ibid.*

[35] Petitioner's Memorandum, p. 22; rollo, p. 165.

[36] Article 1434 of the Civil Code provides as follows:

"Art. 1434. When a person who is not the owner of a thing sells or alienates and delivers it, and later the seller or grantor acquires title thereto, such title passes by operation of law to the buyer or grantee."

[37] *Ong Yong v Tiu*, 375 SCRA 614, February 1, 2002; *Lim v. Queensland Tokyo Commodities, Inc.*, 373 SCRA 31, January 4, 2002; *Pilapil v. Garchitorena*, 359 Phil. 676, November 25, 1998.

[38] Article 1117 of the Civil Code.

[39] Articles 1127 and 1128 of the Civil Code.

[40] Article 1129 of the Civil Code.

[41] Article 1123 of the Civil Code provides that possession is interrupted by judicial summons to the possessor.

[42] TSN, February 10 & 12, 1992, pp. 33-35 & 43; TSN, July 8, 1992, pp. 7 & 16.

[43] Article 2209 of the Civil Code provides:

"Art. 2209. If the obligation consists in the payment of a sum of money, and the debtor incurs in delay, the indemnity for damages, there being no stipulation to the contrary, shall be the payment of the interest agreed upon, and in the absence of stipulation, the legal interest which is six per cent per annum (*Italics supplied*)

[44] 234 SCRA 78, July 12, 1994.

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.