

## **CHRISTIAN GENERAL ASSEMBLY, INC., PETITIONER, VS. SPS. AVELINO C. IGNACIO AND PRISCILLA T. IGNACIO, RESPONDENTS.**

*G.R. No. 164789. August 27, 2009*

Ponente: BRION, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-164789/>

---

### **BRION, J.:**

We resolve in this Rule 45 petition the legal issue of whether an action to rescind a contract to sell a subdivision lot that the buyer found to be under litigation falls under the exclusive jurisdiction of the Housing and Land Use Regulatory Board (HLURB).

In this petition,[1] Christian General Assembly, Inc. (CGA) prays that we set aside the decision[2] issued by the Court of Appeals (CA) in CA-G.R. SP No. 75717 that dismissed its complaint for rescission filed with the Regional Trial Court (RTC) of Bulacan for lack of jurisdiction, as well as the CA resolution[3] that denied its motion for reconsideration.

### **FACTUAL ANTECEDENTS**

The present controversy traces its roots to the case filed by CGA against the Spouses Avelino and Priscilla Ignacio (respondents) for rescission of their Contract to Sell before the RTC, Branch 14, Malolos, Bulacan. The facts, drawn from the records and outlined below, are not in dispute.

On April 30, 1998, CGA entered into a Contract to Sell a subdivision lot[4] (subject property) with the respondents - the registered owners and developers of a housing subdivision known as Villa Priscilla Subdivision located in Barangay Cutcut, Pulilan, Bulacan. Under the Contract to Sell, CGA would pay P2,373,000.00 for the subject property on installment basis; they were to pay a down payment of P1,186,500, with the balance payable within three years on equal monthly amortization payments of P46,593.85, inclusive of interest at 24% per annum, starting June 1998.

On August 5, 2000, the parties mutually agreed to amend the Contract to Sell to extend the payment period from three to five years, calculated from the date of purchase and based on the increased total consideration of P2,706,600, with equal monthly installments of P37,615.00, inclusive of interest at 24% per annum, starting September 2000.

According to CGA, it religiously paid the monthly installments until its administrative pastor discovered that the title covering the subject property suffered from fatal flaws and defects. CGA learned that the subject property was actually part of two consolidated lots (Lots 2-F and 2-G Bsd-04-000829 [OLT]) that the respondents had acquired from Nicanor Adriano (Adriano) and Ceferino Sison (Sison), respectively. Adriano and Sison were former tenant-beneficiaries of Purificacion S. Imperial (Imperial) whose property in Cutcut, Pulilan, Bulacan[5] had been placed under Presidential Decree (PD) No. 27's Operation Land Transfer.[6] According to CGA, Imperial applied for the retention of five hectares of her land under Republic Act No. 6657,[7] which the Department of Agrarian Reform (DAR) granted in its October 2, 1997 order (DAR Order). The DAR Order

authorized Imperial to retain the farm lots previously awarded to the tenant-beneficiaries, including Lot 2-F previously awarded to Adriano, and Lot 2-G Bsd-04-000829 awarded to Sison. On appeal, the Office of the President[8] and the CA[9] upheld the DAR Order. Through the Court's Resolution dated January 19, 2005 in G.R. No. 165650, we affirmed the DAR Order by denying the petition for review of the appellate decision.

Understandably aggrieved after discovering these circumstances, CGA filed a complaint against the respondents before the RTC on April 30, 2002.[10] CGA claimed that the respondents fraudulently concealed the fact that the subject property was part of a property under litigation; thus, the Contract to Sell was a rescissible contract under Article 1381 of the Civil Code. CGA asked the trial court to rescind the contract; order the respondents to return the amounts already paid; and award actual, moral and exemplary damages, attorney's fees and litigation expenses.

Instead of filing an answer, the respondents filed a motion to dismiss asserting that the RTC had no jurisdiction over the case.[11] Citing PD No. 957[12] and PD No. 1344, the respondents claimed that the case falls within the exclusive jurisdiction of the HLURB since it involved the sale of a subdivision lot. CGA opposed the motion to dismiss, claiming that the action is for rescission of contract, not specific performance, and is not among the actions within the exclusive jurisdiction of the HLURB, as specified by PD No. 957 and PD No. 1344.

On October 15, 2002, the RTC issued an order denying the respondents' motion to dismiss. The RTC held that the action for rescission of contract and damages due to the respondents' fraudulent misrepresentation that they are the rightful owners of the subject property, free from all liens and encumbrances, is outside the HLURB's jurisdiction.

The respondents countered by filing a petition for certiorari with the CA. In its October 20, 2003 decision, the CA found merit in the respondents' position and set the RTC order aside; the CA ruled that the HLURB had exclusive jurisdiction over the subject matter of the complaint since it involved a contract to sell a subdivision lot based on the provisions of PD No. 957 and PD No. 1344.

Contending that the CA committed reversible error, the CGA now comes before the Court asking us to overturn the CA decision and resolution.

### THE PETITION

In its petition, CGA argues that the CA erred -

(1) in applying Article 1191 of the Civil Code for breach of reciprocal obligation, while the petitioner's action is for the rescission of a rescissible contract under Article 1381 of the same Code, which is cognizable by the regular court; and

(2) in holding that the HLURB has exclusive jurisdiction over the petitioner's action by applying *Antipolo Realty Corp v. National Housing Corporation*[13] and other cited cases.

In essence, the main issue we are asked to resolve is which of the two - the regular court or the HLURB - has exclusive jurisdiction over CGA's action for rescission and damages.

According to CGA, the exclusive jurisdiction of the HLURB, as set forth in PD No. 1344 and PD No. 957, is limited to cases involving specific performance and does not cover actions for rescission.

Taking the opposing view, respondents insist that since CGA's case involves the sale of a subdivision lot, it falls under the HLURB's exclusive jurisdiction.

## THE COURT'S RULING

We find no merit in the petition and consequently affirm the CA decision.

Development of the HLURB's jurisdiction

The nature of an action and the jurisdiction of a tribunal are determined by the material allegations of the complaint and the law governing at the time the action was commenced. The jurisdiction of the tribunal over the subject matter or nature of an action is conferred only by law, not by the parties' consent or by their waiver in favor of a court that would otherwise have no jurisdiction over the subject matter or the nature of an action.<sup>[14]</sup> Thus, the determination of whether the CGA's cause of action falls under the jurisdiction of the HLURB necessitates a closer examination of the laws defining the HLURB's jurisdiction and authority.

PD No. 957, enacted on July 12, 1976, was intended to closely supervise and regulate the real estate subdivision and condominium businesses in order to curb the growing number of swindling and fraudulent manipulations perpetrated by unscrupulous subdivision and condominium sellers and operators. As one of its "whereas clauses" states:

WHEREAS, reports of alarming magnitude also show cases of swindling and fraudulent manipulations perpetrated by unscrupulous subdivision and condominium sellers and operators, such as failure to deliver titles to the buyers or titles free from liens and encumbrances, and to pay real estate taxes, and fraudulent sales of the same subdivision lots to different innocent purchasers for value;

Section 3 of PD No. 957 granted the National Housing Authority (NHA) the "exclusive jurisdiction to regulate the real estate trade and business." Thereafter, PD No. 1344 was issued on April 2, 1978 to expand the jurisdiction of the NHA to include the following:

SECTION 1. In the exercise of its functions to regulate the real estate trade and business and in addition to its powers provided for in Presidential Decree No. 957, the National Housing Authority shall have exclusive jurisdiction to hear and decide cases of the following nature:

- Unsound real estate business practices;
- Claims involving refund and any other claims filed by subdivision lot or condominium unit buyer against the project owner, developer, dealer, broker or salesman; and
- Cases involving specific performance of contractual and statutory obligations filed by buyers of subdivision lot or condominium unit against the owner, developer, dealer, broker or salesman.

Executive Order No. 648 (EO 648), dated February 7, 1981, transferred the regulatory and quasi-judicial functions of the NHA to the Human Settlements Regulatory Commission (HSRC). Section 8 of EO 648 provides:

SECTION 8. Transfer of Functions. -The regulatory functions of the National Housing Authority pursuant to Presidential Decree Nos. 957, 1216, 1344 and other related laws are hereby transferred to the Commission [Human Settlements Regulatory Commission]. x x x. Among these regulatory functions are: 1) Regulation of the real estate trade and business; x x x 11) Hear and decide cases of unsound real estate business practices; claims involving refund filed against project owners, developers, dealers, brokers, or salesmen; and cases of specific performance.

Pursuant to Executive Order No. 90 dated December 17, 1986, the HSRC was renamed as the HLURB.

Rationale for HLURB's extensive quasi-judicial powers

The surge in the real estate business in the country brought with it an increasing number of cases between subdivision owners/developers and lot buyers on the issue of the extent of the HLURB's exclusive jurisdiction. In the cases that reached us, we have consistently ruled that the HLURB has exclusive jurisdiction over complaints arising from contracts between the subdivision developer and the lot buyer or those aimed at compelling the subdivision developer to comply with its contractual and statutory obligations to make the subdivision a better place to live in.[15]

We explained the HLURB's exclusive jurisdiction at length in *Sps. Osea v. Ambrosio*,[16] where we said:

Generally, the extent to which an administrative agency may exercise its powers depends largely, if not wholly, on the provisions of the statute creating or empowering such agency. Presidential Decree (P.D.) No. 1344, "Empowering The National Housing Authority To Issue Writ Of Execution In The Enforcement Of Its Decision Under Presidential Decree No. 957," clarifies and spells out the quasi-judicial dimensions of the grant of jurisdiction to the HLURB in the following specific terms:

SEC. 1. In the exercise of its functions to regulate the real estate trade and business and in addition to its powers provided for in Presidential Decree No. 957, the National Housing Authority shall have exclusive jurisdiction to hear and decide cases of the following nature:

- Unsound real estate business practices;
- Claims involving refund and any other claims filed by subdivision lot or condominium unit buyer against the project owner, developer, dealer, broker or salesman; and
- Cases involving specific performance of contractual and statutory obligations filed by buyers of subdivision lots or condominium units against the owner, developer, dealer, broker or salesman.

The extent to which the HLURB has been vested with quasi-judicial authority must also be determined by referring to the terms of P.D. No. 957, "The Subdivision And Condominium Buyers' Protective Decree." Section 3 of this statute provides:

x x x National Housing Authority [now HLURB]. - The National Housing Authority shall have exclusive jurisdiction to regulate the real estate trade and business in accordance with the provisions of this Decree.

The need for the scope of the regulatory authority thus lodged in the HLURB is indicated in the second, third and fourth preambular paragraphs of PD 957 which provide:

WHEREAS, numerous reports reveal that many real estate subdivision owners, developers, operators, and/or sellers have reneged on their representations and obligations to provide and maintain properly subdivision roads, drainage, sewerage, water systems, lighting systems, and other similar basic requirements, thus endangering the health and safety of home and lot buyers;

WHEREAS, reports of alarming magnitude also show cases of swindling and fraudulent manipulations perpetrated by unscrupulous subdivision and condominium sellers and operators, such as failure to deliver titles to the buyers or titles free from liens and encumbrances, and to pay real estate taxes, and fraudulent sales of the same subdivision lots to different innocent purchasers for value;

x x x x

WHEREAS, this state of affairs has rendered it imperative that the real estate subdivision and condominium businesses be closely supervised and regulated, and that penalties be imposed on fraudulent practices and manipulations committed in connection therewith.

The provisions of PD 957 were intended to encompass all questions regarding subdivisions and condominiums.

The intention was aimed at providing for an appropriate government agency, the HLURB, to which all parties aggrieved in the implementation of provisions and the enforcement of contractual rights with respect to said category of real estate may take recourse. The business of developing subdivisions and corporations being imbued with public interest and welfare, any question arising from the exercise of that prerogative should be brought to the HLURB which has the technical know-how on the matter. In the exercise of its powers, the HLURB must commonly interpret and apply contracts and determine the rights of private parties under such contracts. This ancillary power is no longer a uniquely judicial function, exercisable only by the regular courts.

As observed in *C.T. Torres Enterprises, Inc. v. Hibionada*:

The argument that only courts of justice can adjudicate claims resolvable under the provisions of the Civil Code is out of step with the fast-changing times. There are hundreds of administrative bodies now performing this function by virtue of a valid authorization from the legislature. This quasi-judicial function, as it is called, is exercised by them as an incident of the principal power entrusted to them of regulating certain activities falling under their particular expertise.

In the *Solid Homes* case for example the Court affirmed the competence of the Housing and Land Use Regulatory Board to award damages although this is an essentially judicial power exercisable ordinarily only by the courts of justice. This departure from the traditional allocation of governmental powers is justified by expediency, or the need of the government to respond swiftly and competently to the pressing problems of the modern world. [Emphasis supplied.]

Another case - *Antipolo Realty Corporation v. NHA*[17] - explained the grant of the HLURB's expansive quasi-judicial powers. We said:

In this era of clogged court dockets, the need for specialized administrative boards or commissions with the special knowledge, experience and capability to hear and determine promptly disputes on technical matters or essentially factual matters, subject to judicial review in case of grave abuse of discretion, has become well nigh indispensable. Thus, in 1984, the Court noted that 'between the power lodged in an administrative body and a court, the unmistakable trend has been to refer it to the former'.

xxx

In general, the quantum of judicial or quasi-judicial powers which an administrative agency may exercise is defined in the enabling act of such agency. In other words, the extent to which an administrative entity may exercise such powers depends largely, if not wholly on the provisions of the statute creating or empowering such agency. In the exercise of such powers, the agency concerned must commonly interpret and apply contracts and determine the rights of private parties under such contracts. One thrust of the multiplication of administrative agencies is that the interpretation of contracts and the determination of private rights thereunder is no longer a uniquely judicial function, exercisable only by our regular courts. [Emphasis supplied.]

**Subdivision cases under the RTC's jurisdiction**

The expansive grant of jurisdiction to the HLURB does not mean, however, that all cases involving subdivision lots automatically fall under its jurisdiction. As we said in *Roxas v. Court of Appeals*: [18]

In our view, the mere relationship between the parties, i.e., that of being subdivision owner/developer and subdivision lot buyer, does not automatically vest jurisdiction in the HLURB. For an action to fall within the exclusive jurisdiction of the HLURB, the decisive element is the nature of the action as enumerated in Section 1 of P.D. 1344. On this matter, we have consistently held that the concerned administrative agency, the National Housing Authority (NHA) before and now the HLURB, has jurisdiction over complaints aimed at compelling the subdivision developer to comply with its contractual and statutory obligations.

xxx

Note particularly pars. (b) and (c) as worded, where the HLURB's jurisdiction concerns cases commenced by subdivision lot or condominium unit buyers. As to par. (a), concerning "unsound real estate practices," it would appear that the logical complainant would be the buyers and customers against the sellers (subdivision owners and developers or condominium builders and realtors ), and not vice versa. [Emphasis supplied.]

Pursuant to Roxas, we held in *Pilar Development Corporation v. Villar*[19] and *Suntay v. Gocolay*[20] that the HLURB has no jurisdiction over cases filed by subdivision or condominium owners or developers against subdivision lot or condominium unit buyers or owners. The rationale behind this can be found in the wordings of Sec. 1, PD No. 1344, which expressly qualifies that the cases cognizable by the HLURB are those instituted by subdivision or condominium buyers or owners against the project developer or owner. This is also in keeping with the policy of the law, which is to curb unscrupulous practices in the real estate trade and business.[21]

Thus, in the cases of *Fajardo Jr. v. Freedom to Build, Inc.*,[22] and *Cadimas v. Carrion*,[23] we upheld the RTC's jurisdiction even if the subject matter was a subdivision lot since it was the subdivision developer who filed the action against the buyer for violation of the contract to sell.

The only instance that HLURB may take cognizance of a case filed by the developer is when said case is instituted as a compulsory counterclaim to a pending case filed against it by the buyer or owner of a subdivision lot or condominium unit. This was what happened in *Francel Realty Corporation v. Sycip*,[24] where the HLURB took cognizance of the developer's claim against the buyer in order to forestall splitting of causes of action.

Obviously, where it is not clear from the allegations in the complaint that the property involved is a subdivision lot, as in *Javellana v. Hon. Presiding Judge, RTC, Branch 30, Manila*,[25] the case falls under the jurisdiction of the regular courts and not the HLURB. Similarly, in *Spouses Dela Cruz v. Court of Appeals*,[26] we held that the RTC had jurisdiction over a case where the conflict involved a subdivision lot buyer and a party who owned a number of subdivision lots but was not himself the subdivision developer.

#### The Present Case

In the present case, CGA is unquestionably the buyer of a subdivision lot from the respondents, who sold the property in their capacities as owner and developer. As CGA stated in its complaint:

2.01. Defendants are the registered owners and developers of a housing subdivision presently known as Villa Priscilla Subdivision located at Brgy. Cutcut, Pulilan, Bulacan;

2.02 On or about April 30, 1998, the plaintiff thru its Administrative Pastor bought from defendants on installment basis a parcel of land designated at Lot 1, Block 4 of the said Villa Priscilla Subdivision xxx

xxx

2.04 At the time of the execution of the second Contract to Sell (Annex "B"), Lot 1, Block 4 of the Villa Priscilla Subdivision was already covered by Transfer Certificate of Title No. T-127776 of the Registry of Deeds of Quezon City in the name of Iuminada T. Soneja, married to Asterio Soneja (defendant Priscilla T. Ignacio's sister and brother-in-law) and the defendants as co-owners, but the latter represented themselves to be the real and absolute owners thereof, as in fact it was annotated in the title that they were empowered to sell the same. Copy of TCT No. T-127776 is hereto attached and made part hereof as Annex "C".

2.05 Plaintiff has been religiously paying the agreed monthly installments until its Administrative Pastor discovered recently that while apparently clean on its face, the title covering the subject lot actually suffers from fatal flaws and defects as it is part of the property involved in litigation even before the original Contract to Sell (Annex "A"), which defendants deliberately and fraudulently concealed from the plaintiff;

2.06 As shown in the technical description of TCT No. T-127776 (Annex "C"), it covers a portion of consolidated Lots 2-F and 2-G Bsd-04-000829 (OLT), which were respectively acquired by defendants from Nicanor Adriano and Ceferino Sison, former tenants-beneficiaries of Purificacion S. Imperial, whose property at Cutcut, Pulilan, Bulacan originally covered by TCT No. 240878 containing an area of 119,431 square meters was placed under Operation Land Transfer under P.D. No. 27;

2.07 Said Purificacion S. Imperial applied for retention of five (5) hectares of her property at Cutcut, Pulilan, Bulacan under Rep, Act No. 6657 and the same was granted by the Department of Agrarian Reform (DAR) to cover in whole or in part farm lots previously awarded to tenants-beneficiaries, including inter alia Nicanor Adriano's Lot 2-F and Ceferino Sison's Lot 2-G Bsd-04-000829 (OLT).

xxx

2.08 Said order of October 2, 1997 was affirmed and declared final and executory, and the case was considered closed, as in fact there was already an Implementing Order dated November 10, 1997.

xxx

3.03 As may thus be seen, the defendants deliberately and fraudulently concealed from the plaintiff that fact that the parcel of land sold to the latter under the Contract to Sell (Annexes "A" and "B") is part of the property already under litigation and in fact part of the five-hectare retention awarded to the original owner, Purificacion S. Imperial.

xxx

3.05 Plaintiff is by law entitled to the rescission of the Contracts to Sell (Annexes "A" and "B") by restitution of what has already been paid to date for the subject property in the total amount of P2,515,899.20, thus formal demand therefor was made on the defendants thru a letter dated April 5, 2002, which they received but refused to acknowledge receipt. Copy of said letter is hereto attached and made part hereof as Annex "J". [27] [Emphasis supplied.]

From these allegations, the main thrust of the CGA complaint is clear - to compel the respondents to refund the payments already made for the subject property because the respondents were selling a property that they apparently did not own. In other words, CGA claims that since the respondents cannot comply with their obligations under the contract, i.e., to deliver the property free from all liens and encumbrances, CGA is entitled to rescind the contract and get a refund of the payments already made. This cause of action clearly falls under the actions contemplated by Paragraph (b), Section 1 of PD No. 1344, which reads:

SEC. 1. In the exercise of its functions to regulate the real estate trade and business and in addition to its powers provided for in Presidential Decree No. 957, the National Housing Authority shall have exclusive jurisdiction to hear and decide cases of the following nature:

xxx

B. Claims involving refund and any other claims filed by subdivision lot or condominium unit buyer against the project owner, developer, dealer, broker or salesman; and

We view CGA's contention - that the CA erred in applying Article 1191 of the Civil Code as basis for the contract's rescission - to be a negligible point. Regardless of whether the rescission of contract is based on Article 1191 or 1381 of the Civil Code, the fact remains that what CGA principally wants is a refund of all payments it already made to the respondents. This intent, amply articulated in its complaint, places its action within the ambit of the HLURB's exclusive jurisdiction and outside the reach of the regular courts. Accordingly, CGA has to file its complaint before the HLURB, the body with the proper jurisdiction.

WHEREFORE, premises considered, we DENY the petition and AFFIRM the October 20, 2003 Decision of the Court of Appeals in CA G.R. SP No. 75717 dismissing for lack of jurisdiction the CGA complaint filed with the RTC, Branch 14 of Malolos, Bulacan.

**SO ORDERED.**

Quisumbing, (Chairperson), Carpio-Morales, Del Castillo, and Abad, JJ., concur.

---

[1] Dated September 11, 2004; rollo, pp. 9-31.

[2] Dated October 20, 2003, penned by Associate Justice Elvi John S. Asuncion (separated from the service). and concurred in by Associate Justice Renato C. Dacudao (retired) and Associate Justice Lucas P. Bersamin (now a member of this Court); *id.*, pp. 33-38.

[3] Dated July 27, 2004; *id.*, p. 40.

[4] Designated as Lot 1, Block 4 of Villa Priscilla Subdivision and containing an area of 791 square meters.

[5] Originally covered by TCT No. 240878, with an area of 119,431 square meters.

[6] Decreeing the emancipation of tenants from the bondage of the soil, transferring to them the ownership of the land they till and providing the instruments and mechanism therefor.

[7] Comprehensive Agrarian Reform Law of 1988.

[8] In O.P. Case No. 02-I-340.

[9] In CA GR SP No. 80031.

[10] Rollo, pp. 41-49.

[11] *Id.*, pp. 50-51.

[12] The Subdivision and Condominium Buyers' Protective Decree.

[13] G.R. No. L-50444, August 31, 1987, 153 SCRA 399.

[14] *Laresma v. Abellana*, G.R. No. 140973, November 11, 2004, 442 SCRA 156.

[15] *Arranza v. B.F. Homes*, G.R. No. 131683, June 19, 2000, 333 SCRA 799.

[16] G.R. No. 162774, April 7, 2006, 486 SCRA 599.

[17] G.R. No. 50444, August 31, 1987, 153 SCRA 399.

[18] G.R. No. 138955, October 29, 2002, 391 SCRA 351.

[19] G.R. No. 158840, October 27, 2006, 505 SCRA 617.

[20] G.R. No. 144892, September 23, 2005, 470 SCRA 627; see also *Que v. Court of Appeals*, 393 Phil. 922 (2000).

[21] *Francel Realty Corporation v. Sycip*, G.R. No. 154684, September 8, 2005, 469 SCRA 424.

[22] G.R. No. 134692, August 1, 2000, 337 SCRA 115.

[23] G.R. No. 180394, September 29, 2008.

[24] Supra note 21.

[25] G.R. No. 139067, November 23, 2004, 443 SCRA 497.

[26] G.R. No. 151298, November 17, 2004, 442 SCRA 492.

[27] Supra note 10.

**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.