

**HEIRS OF ZOILO ESPIRITU AND PRIMITIVA ESPIRITU, PETITIONERS,
VS. SPOUSES MAXIMO LANDRITO AND PAZ LANDRITO,
REPRESENTED BY ZOILO LANDRITO, AS THEIR ATTORNEY-IN-FACT,
RESPONDENTS.**

G.R. NO. 169617. April 03, 2007

Ponente: CHICO-NAZARIO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-169617/>

CHICO-NAZARIO, J.:

This is a petition for Review on Certiorari under Rule 45 of the Rules of Court assailing the Decision of the Court of Appeals,[1] dated 31 August 2005, reversing the Decision rendered by the trial court on 13 December 1995. The Court of Appeals, in its assailed Decision, fixed the interest rate of the loan between the parties at 12% per annum, and ordered the Spouses Zoilo and Primitiva Espiritu (Spouses Espiritu) to reconvey the subject property to the Spouses Landrito conditioned upon the payment of the loan.

Petitioners DULCE, BENLINDA, EDWIN, CYNTHIA, AND MIRIAM ANDREA, all surnamed ESPIRITU, are the only children and legal heirs of the Spouses Zoilo and Primitiva Espiritu, who both died during the pendency of the case before the Honorable Court of Appeals.[2]

Respondents Spouses Maximo and Paz Landrito (Spouses Landrito) are herein represented by their son and attorney-in-fact, Zoilo Landrito.[3]

On 5 September 1986, Spouses Landrito loaned from the Spouses Espiritu the amount of P350,000.00 payable in three months. To secure the loan, the Spouses Landrito executed a real estate mortgage over a five hundred forty (540) square meter lot located in Alabang, Muntinlupa, covered by Transfer Certificate of Title No. S-48948, in favor of the Spouses Espiritu. From the P350,000.00 that the Landritos were supposed to receive, P17,500.00 was deducted as interest for the first month which was equivalent to five percent of the principal debt, and P7,500.00 was further deducted as service fee. Thus, they actually received a net amount of P325,000.00. The agreement, however, provided that the principal indebtedness earns "interest at the legal rate." [4]

After three months, when the debt became due and demandable, the Spouses Landrito were unable to pay the principal, and had not been able to make any interest payments other than the amount initially deducted from the proceeds of the loan. On 29 December 1986, the loan agreement was extended to 4 January 1987 through an Amendment of Real Estate Mortgage. The loan was restructured in such a way that the unpaid interest became part of the principal, thus increasing the principal to P385,000. The new loan agreement adopted all other terms and conditions contained in first agreement.[5]

Due to the continued inability of the Spouses Landritos to settle their obligations with the Spouses Espiritu, the loan agreement was renewed three more times. In all these subsequent renewals, the same terms and conditions found in the first agreement were retained. On 29 July 1987, the principal was increased to P507,000.00 inclusive of running interest. On 11 March 1988, it was increased to P647,000.00. And on 21 October 1988, the principal

was increased to P874,125.00.[6] At the hearing before the trial court, Zoilo Espiritu testified that the increase in the principal in each amendment of the loan agreement did not correspond to the amount delivered to the Spouses Landrito. Rather, the increase in the principal had been due to unpaid interest and other charges.[7]

The debt remained unpaid. As a consequence, the Spouses Espiritu foreclosed the mortgaged property on 31 October 1990. During the auction sale, the property was sold to the Spouses Espiritu as the lone bidder. On 9 January 1991, the Sheriff's Certificate of Sale was annotated on the title of the mortgaged property, giving the Spouses Landrito until 8 January 1992 to redeem the property. [8]

The Spouses Landrito failed to redeem the subject property although they alleged that they negotiated for the redemption of the property as early as 30 October 1991. While the negotiated price for the land started at P1,595,392.79, it was allegedly increased by the Spouses Espiritu from time to time. Spouses Landrito allegedly tendered two manager's checks and some cash, totaling P1,800,000.00 to the Spouses Espiritu on 13 January 1992, but the latter refused to accept the same. They also alleged that the Spouses Espiritu increased the amount demanded to P2.5 Million and gave them until July 1992 to pay the said amount. However, upon inquiry, they found out that on 24 June 1992, the Spouses Espiritu had already executed an Affidavit of Consolidation of Ownership and registered the mortgaged property in their name, and that the Register of Deeds of Makati had already issued Transfer Certificate of Title No. 179802 in the name of the Spouses Espiritu. On 9 October 1992, the Spouses Landrito, represented by their son Zoilo Landrito, filed an action for annulment or reconveyance of title, with damages against the Spouses Espiritu before Branch 146 of the Regional Trial Court of Makati.[9] Among the allegations in their Complaint, they stated that the Spouses Espiritu, as creditors and mortgagees, "imposed interest rates that are shocking to one's moral senses." [10]

The trial court dismissed the complaint and upheld the validity of the foreclosure sale. The trial court ordered in its Decision, dated 13 December 1995:[11]

WHEREFORE, all the foregoing premises considered, the herein complaint is hereby dismissed forthwith.

Without pronouncements to costs.

The Spouses Landrito appealed to the Court of Appeals pursuant to Rule 41 of the 1997 Rules of Court. In its Decision dated 31 August 2005, the Court of Appeals reversed the trial court's decision, decreeing that the five percent (5%) interest imposed by the Spouses Espiritu on the first month and the varying interest rates imposed for the succeeding months contravened the provisions of the Real Estate Mortgage contract which provided that interest at the legal rate, i.e., 12% per annum, would be imposed. It also ruled that although the Usury Law had been rendered ineffective by Central Bank Circular No. 905, which, in effect, removed the ceiling rates prescribed for interests, thus, allowing parties to freely stipulate thereon, the courts may render void any stipulation of interest rates which are found iniquitous or unconscionable. As a result, the Court of Appeals set the interest rate of the loan at the legal rate, or 12% per annum.[12]

Furthermore, the Court of Appeals held that the action for reconveyance, filed by the Spouses Landrito, is still a proper remedy. Even if the Spouses Landrito failed to redeem the property within the one-year redemption period provided by law, the action for reconveyance remained as a remedy available to a landowner whose property was wrongfully registered in another's name since the subject property has not yet passed to an innocent purchaser for value.[13]

In the decretal portion of its Decision, the Court of Appeals ruled[14]:

WHEREFORE, the instant appeal is hereby GRANTED. The assailed Decision dated December 13, 1995 of the Regional Trial Court of Makati, Branch 146 in Civil Case No. 92-2920 is hereby REVERSED and SET

ASIDE, and a new one is hereby entered as follows: (1) The legal rate of 12% per annum is hereby FIXED to be applied as the interest of the loan; and (2) Conditioned upon the payment of the loan, defendants-appellees spouses Zoilo and Primitiva Espiritu are hereby ordered to reconvey Transfer Certificate of Title No. S-48948 to appellant spouses Maximo and Paz Landrito.

The case is REMANDED to the Trial Court for the above determination.

Hence, the present petition. The following issues were raised:[15]

I

THE HONORABLE COURT OF APPEALS ERRED IN REVERSING AND SETTING ASIDE THE DECISION OF THE TRIAL COURT AND ORDERING HEREIN PETITIONERS TO RECONVEY TRANSFER CERTIFICATE OF TITLE NO. 18918 TO HEREIN RESPONDENTS, WITHOUT ANY FACTUAL OR LEGAL BASIS THEREFOR.

II

THE HONORABLE COURT OF APPEALS ERRED IN FINDING THAT HEREIN PETITIONERS UNILATERALLY IMPOSED ON HEREIN RESPONDENTS THE ALLEGEDLY UNREASONABLE INTERESTS ON THE MORTGAGE LOANS.

III

THE HONORABLE COURT OF APPEALS ERRED IN NOT CONSIDERING THAT HEREIN RESPONDENTS' ATTORNEY-IN-FACT IS NOT ARMED WITH AUTHORITY TO FILE AND PROSECUTE THIS CASE.

The petition is without merit.

The Real Estate Mortgage executed between the parties specified that "the principal indebtedness shall earn interest at the legal rate." The agreement contained no other provision on interest or any fees or charges incident to the debt. In at least three contracts, all designated as Amendment of Real Estate Mortgage, the interest rate imposed was, likewise, unspecified. During his testimony, Zoilo Espiritu admitted that the increase in the principal in each of the Amendments of the Real Estate Mortgage consists of interest and charges. The Spouses Espiritu alleged that the parties had agreed on the interest and charges imposed in connection with the loan, hereunder enumerated:

- P17,500.00 was the interest charged for the first month and P7,500.00 was imposed as service fee.
- P35,000.00 interest and charges, or the difference between the P350,000.00 principal in the Real Estate Mortgage dated 5 September 1986 and the P385,000.00 principal in the Amendment of the Real Estate Mortgage dated 29 December 1986.
- P132,000.00 interest and charges, or the difference between the P385,000.00 principal in the Amendment of the Real Estate Mortgage dated 29 December 1986 and the P507,000.00 principal in the Amendment of the Real Estate Mortgage dated 29 July 1987.
- P140,000.00 interest and charges, or the difference between the P507,000.00 principal in the Amendment of the Real Estate Mortgage dated 29 July 1987 and the P647,000.00 principal in the Amendment of the Real Estate Mortgage dated 11 March 1988.
- P227,125.00 interest and charges, or the difference between the P647,000.00 principal in the Amendment of the Real Estate Mortgage dated 11 March 1988 and the P874,125 principal in the Amendment of the Real Estate Mortgage dated 21 October 1988.

The total interest and charges amounting to P559,125.00 on the original principal of P350,000 was accumulated over only two years and one month. These charges are not found in any written agreement between the parties. The records fail to show any computation on how much interest was charged and what other fees were imposed. Not only did lack of transparency characterize the aforementioned agreements, the interest rates and the service charge imposed, at an average of 6.39% per month, are excessive.

In enacting Republic Act No. 3765, known as the "Truth in Lending Act," the State seeks to protect its citizens from a lack of awareness of the true cost of credit by assuring the full disclosure of such costs. Section 4, in connection with Section 3(3)[16] of the said law, gives a detailed enumeration of the specific information required to be disclosed, among which are the interest and other charges incident to the extension of credit. Section 6[17] of the same law imposes on anyone who willfully violates these provisions, sanctions which include civil liability, and a fine and/or imprisonment.

Although any action seeking to impose either civil or criminal liability had already prescribed, this Court frowns upon the underhanded manner in which the Spouses Espiritu imposed interest and charges, in connection with the loan. This is aggravated by the fact that one of the creditors, Zoilo Espiritu, a lawyer, is hardly in a position to plead ignorance of the requirements of the law in connection with the transparency of credit transactions. In addition, the Civil Code clearly provides that:

Article 1956. No interest shall be due unless it has been stipulated in writing.

The omission of the Spouses Espiritu in specifying in the contract the interest rate which was actually imposed, in contravention of the law, manifested bad faith.

In several cases, this Court has been known to declare null and void stipulations on interest and charges that were found excessive, iniquitous, and unconscionable. In the case of *Medel v. Court of Appeals*,^[18] the Court declared an interest rate of 5.5% per month on a P500,000.00 loan to be excessive, iniquitous, unconscionable and exorbitant. Even if the parties themselves agreed on the interest rate and stipulated the same in a written agreement, it nevertheless declared such stipulation as void and ordered the imposition of a 12% yearly interest rate. In *Spouses Solangon v. Salazar*,^[19] 6% monthly interest on a P60,000.00 loan was likewise equitably reduced to a 1% monthly interest or 12% per annum. In *Ruiz v. Court of Appeals*,^[20] the Court found a 3% monthly interest imposed on four separate loans with a total of P1,050,000.00 to be excessive and reduced the interest to a 1% monthly interest or 12% per annum.

In declaring void the stipulations authorizing excessive interest and charges, the Court declared that although the Usury Law was suspended by Central Bank Circular No. 905, s. 1982, effective on 1 January 1983, and consequently parties are given a wide latitude to agree on any interest rate, nothing in the said Circular grants lenders carte blanche authority to raise interest rates to levels which will either enslave their borrowers or lead to a hemorrhaging of their assets.^[21]

Stipulation authorizing iniquitous or unconscionable interests are contrary to morals, if not against the law. Under Article 1409 of the Civil Code, these contracts are inexistent and void from the beginning. They cannot be ratified nor the right to set up their illegality as a defense be waived.^[22] The nullity of the stipulation on the usurious interest does not, however, affect the lender's right to recover the principal of the loan.^[23] Nor would it affect the terms of the real estate mortgage. The right to foreclose the mortgage remains with the creditors, and said right can be exercised upon the failure of the debtors to pay the debt due. The debt due is to be considered without the stipulation of the excessive interest. A legal interest of 12% per annum will be added in place of the excessive interest formerly imposed.

While the terms of the Real Estate Mortgage remain effective, the foreclosure proceedings held on 31 October 1990 cannot be given effect. In the Notice of Sheriff's Sale[24] dated 5 October 1990, and in the Certificate of Sale[25] dated 31 October 1990, the amount designated as mortgage indebtedness amounted to P874,125.00. Likewise, in the demand letter[26] dated 12 December 1989, Zoilo Espiritu demanded from the Spouses Landrito the amount of P874,125.00 for the unpaid loan. Since the debt due is limited to the principal of P350,000.00 with 12% per annum as legal interest, the previous demand for payment of the amount of P874,125.00 cannot be considered as a valid demand for payment. For an obligation to become due, there must be a valid demand.[27] Nor can the foreclosure proceedings be considered valid since the total amount of the indebtedness during the foreclosure proceedings was pegged at P874,125.00 which included interest and which this Court now nullifies for being excessive, iniquitous and exorbitant. If the foreclosure proceedings were considered valid, this would result in an inequitable situation wherein the Spouses Landrito will have their land foreclosed for failure to pay an over-inflated loan only a small part of which they were obligated to pay.

Moreover, it is evident from the facts of the case that despite considerable effort on their part, the Spouses Landrito failed to redeem the mortgaged property because they were unable to raise the total amount, which was grossly inflated by the excessive interest imposed. Their attempt to redeem the mortgaged property at the inflated amount of P1,595,392.79, as early as 30 October 1991, is reflected in a letter, which creditor-mortgagee Zoilo Landrito acknowledged to have received by affixing his signature herein.[28] They also attached in their Complaint copies of two checks in the amounts of P770,000.00 and P995,087.00, both dated 13 January 1992, which were allegedly refused by the Spouses Espiritu.[29] Lastly, the Spouses Espiritu even attached in their exhibits a copy of a handwritten letter, dated 27 January 1994, written by Paz Landrito, addressed to the Spouses Espiritu, wherein the former offered to pay the latter the sum of P2,000,000.00.[30] In all these instances, the Spouses Landrito had tried, but failed, to pay an amount way over the indebtedness they were supposed to pay — i.e., P350,000.00 and 12% interest per annum. Thus, it is only proper that the Spouses Landrito be given the opportunity to repay the real amount of their indebtedness.

Since the Spouses Landrito, the debtors in this case, were not given an opportunity to settle their debt, at the correct amount and without the iniquitous interest imposed, no foreclosure proceedings may be instituted. A judgment ordering a foreclosure sale is conditioned upon a finding on the correct amount of the unpaid obligation and the failure of the debtor to pay the said amount.[31] In this case, it has not yet been shown that the Spouses Landrito had already failed to pay the correct amount of the debt and, therefore, a foreclosure sale cannot be conducted in order to answer for the unpaid debt. The foreclosure sale conducted upon their failure to pay P874,125 in 1990 should be nullified since the amount demanded as the outstanding loan was overstated; consequently it has not been shown that the mortgagors — the Spouses Landrito, have failed to pay their outstanding obligation. Moreover, if the proceeds of the sale together with its reasonable rates of interest were applied to the obligation, only a small part of its original loans would actually remain outstanding, but because of the unconscionable interest rates, the larger part corresponded to said excessive and iniquitous interest.

As a result, the subsequent registration of the foreclosure sale cannot transfer any rights over the mortgaged property to the Spouses Espiritu. The registration of the foreclosure sale, herein declared invalid, cannot vest title over the mortgaged property. The Torrens system does not create or vest title where one does not have a rightful claim over a real property. It only confirms and records title already existing and vested. It does not permit one to enrich oneself at the expense of another.[32] Thus, the decree of registration, even after the lapse of one (1) year, cannot attain the status of indefeasibility.

Significantly, the records show that the property mortgaged was purchased by the Spouses Espiritu and had not been transferred to an innocent purchaser for value. This means that an action for reconveyance may still be

availed of in this case.[33]

Registration of property by one person in his or her name, whether by mistake or fraud, the real owner being another person, impresses upon the title so acquired the character of a constructive trust for the real owner, which would justify an action for reconveyance.[34] This is based on Article 1465 of the Civil Code which states that:

Art. 1465. If property acquired through mistakes or fraud, the person obtaining it is, by force of law, considered a trustee of an implied trust for benefit of the person from whom the property comes.

The action for reconveyance does not prescribe until after a period of ten years from the date of the registration of the certificate of sale since the action would be based on implied trust.[35] Thus, the action for reconveyance filed on 31 October 1992, more than one year after the Sheriff's Certificate of Sale was registered on 9 January 1991, was filed within the prescription period.

It should, however, be reiterated that the provisions of the Real Estate Mortgage are not annulled and the principal obligation stands. In addition, the interest is not completely removed; rather, it is set by this Court at 12% per annum. Should the Spouses Landrito fail to pay the principal, with its recomputed interest which runs from the time the loan agreement was entered into on 5 September 1986 until the present, there is nothing in this Decision which prevents the Spouses Espiritu from foreclosing the mortgaged property.

The last issue raised by the petitioners is whether or not Zoilo Landrito was authorized to file the action for reconveyance filed before the trial court or even to file the appeal from the judgment of the trial court, by virtue of the Special Power of Attorney dated 30 September 1992. They further noted that the trial court and the Court of Appeals failed to rule on this issue.[36]

The Special Power of Attorney[37] dated 30 September 1992 was executed by Maximo Landrito, Jr., with the conformity of Paz Landrito, in connection with the mortgaged property. It authorized Zoilo Landrito:

- To make, sign, execute and deliver corresponding pertinent contracts, documents, agreements and other writings of whatever nature or kind and to sue or file legal action in any court of the Philippines, to collect, ask demands, encash checks, and recover any and all sum of monies, proceeds, interest and other due accruing, owning, payable or belonging to me as such owner of the afore-mentioned property. (Emphasis provided.)

Zoilo Landrito's authority to file the case is clearly set forth in the Special Power of Attorney. Furthermore, the records of the case unequivocally show that Zoilo Landrito filed the reconveyance case with the full authority of his mother, Paz Landrito, who attended the hearings of the case, filed in her behalf, without making any protest.[38] She even testified in the same case on 30 August 1995. From the acts of Paz Landrito, there is no doubt that she had authorized her son to file the action for reconveyance, in her behalf, before the trial court.

IN VIEW OF THE FOREGOING, the instant Petition is DENIED. This Court AFFIRMS the assailed Decision of the Court of Appeals, promulgated on 31 August 2005, fixing the interest rate of the loan between the parties at 12% per annum, and ordering the Spouses Espiritu to reconvey the subject property to the Spouses Landrito conditioned upon the payment of the loan together with herein fixed rate of interest. Costs against the petitioners.

SO ORDERED.

Ynares-Santiago, (Chairperson), Austria-Martinez, Callejo, Sr., and Nachura, JJ., concur.

[1] Penned by Associate Justice Danilo B. Pine with Associate Justices Rodrigo V. Cosico and Arcangelita Romilla-Lontok, concurring. Rollo, pp. 36-53.

[2] Id. at 9-10.

[3] Id.

[4] Id. at 37-38 and 64.

[5] Id. at 38 and 67.

[6] Id. at 38 and 68-69.

[7] TSN, 7 December 1994, pp. 6-7

[8] Rollo, p. 39.

[9] Id. at 144-145.

[10] Id. at 56.

[11] Id. at 91-94.

[12] Id. at 36-51.

[13] Id. at 52.

[14] Id.

[15] Id. at 16.

[16] Sections 4 and 3 (3) of Republic Act No. 3765 (1963) state that:

Sec. 4 Any creditor shall furnish to each person to whom credit is extended, prior to the consummation of the transaction, a clear statement in writing setting forth, to the extent applicable and in accordance with the rules and regulations prescribed by the Board, the following information:

xxxx

(4) the charges, individually itemized, which are paid or to be paid by such person in connection with the transaction but which are not incident to the extension of credit;

(5) the total amount to be financed;

(6) the finance charge expressed in terms of pesos and centavos; and

(7) the percentage that the finance bears to the total amount to be financed expressed as a simple annual rate on the outstanding unpaid balance of the obligation.

Section 3. As used in this Act, the term—

xxxx

(3) "Finance charge" includes interest, fees, service charges discounts, and such other charges incident to the extension of credit as the Board may by regulation prescribe.

[17] Section 6 (a) and (c) of Republic Act No. 3765 (1963) states that:

Sec. 6. (a) Any creditor who in connection with any credit transaction fails to disclose to any person any information in violation of this Act or any regulation issued thereunder shall be liable to such person in the amount of P100 or in an amount equal to twice the finance transaction, whichever is the greater, except that such liability shall not exceed P2,000 on any credit transaction. Action to recover such penalty may be brought by such person within one year from the date of the occurrence of the violations, in any court of competent jurisdiction.

xxxx

(c) Any person who willfully violated any provision of this Act or any regulation issued thereunder shall be fined by not less than P1,000 or more than P5,000 or imprisonment for not less than 6 months, nor more than one year or both.

[18] 359 Phil. 820, 829 (1998).

[19] 412 Phil. 816, 822-823 (2001).

[20] 449 Phil. 419, 433-435 (2003).

[21] Cuaton v. Salud, G.R. No. 158382, 27 January 2004, 421 SCRA 278, 282; Spouses Almeda v. Court of Appeals, 326 Phil. 309, 319 (1996).

[22] Id.

[23] First Metro Investment Corporation v. Este Del Sol Mountain Reserve, Inc., 420 Phil. 902, 918 (2001).

[24] Rollo, p. 71.

[25] Records, Folder I (Defendant's Exhibits), p. 22.

[26] Id. at 18.

[27] Art. 1169, Civil Code.

[28] Rollo, p. 72.

[29] Id. at 73.

[30] Records, Folder II, p. 128.

[31] Sections 2 and 3, Rule 68 of the Rules of Court state that:

SEC. 2. Judgment on foreclosure for payment or sale. — If upon the trial in such action the court shall find the facts set forth in the complaint to be true, it shall ascertain the amount due to the plaintiff upon the mortgage debt or obligation, including interest and costs, and shall render for the sum so found due and order that the same be paid into court within a period of not less than ninety (90) days from the date of the service of such order, and that in default of such payment the property be sold to realize the mortgage debt and costs. (Emphasis provided.)

Section 3. Sale of mortgaged property; effect.—When the defendant, after being directed to do so as provided in the last preceding section, fails to pay the principal, interest, and costs at the time directed in the order, the court shall order the property to be sold in the manner and under the regulations that govern sales of real estate under execution. (Emphasis provided.)

[32] Heirs of De Guzman Tuazon v. Court of Appeals, G.R. No. 125758, 20 January 2004, 402 SCRA 219, 228; Reyes v. Court of Appeals, 374 Phil. 236, 248 (1999); Spouses Santiago v. Court of Appeals, 343 Phil. 612, 623 (1997).

[33] Armamento v. Guerrero, G.R. No. L-34228, 21 February 1980, 96 SCRA 178, 182.

[34] Bueno v. Reyes, 137 Phil. 734, 738 (1969).

[35] Armamento v. Guerrero, *supra* note 33 at 184; *id.* at 739.

[36] Rollo, pp. 28-31.

[37] Id. at 59.

[38] Records, Folder II, pp. 86, 146 and 148.

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.