

THE HEIRS OF NICOLAS S. CABIGAS, NAMELY: LOLITA ZABATE CABIGAS, ANECITA C. CANQUE, DIOSCORO CABIGAS, FIDEL CABIGAS, AND RUFINO CABIGAS, PETITIONERS, VS. MELBA L. LIMBACO, LINDA ...

G.R. No. 175291. July 27, 2011

Ponente: BRION, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-175291/>

BRION, J.:

We resolve the petition for review on certiorari [1] filed by Lolita Cabigas, Anecita Canque, Dioscoro Cabigas, Fidel Cabigas, and Rufino Cabigas (petitioners), heirs of Nicolas S. Cabigas, to reverse and set aside the resolutions of the Court of Appeals (CA) in CA-G.R. CV No. 01144 dated May 31, 2006 [2] and October 4, 2006, [3] dismissing their ordinary appeal for being the wrong recourse.

THE FACTS

On February 4, 2003, the petitioners filed a complaint for the annulment of titles of various parcels of land registered in the names of Melba Limbaco, Linda Logarta, Ramon Logarta, Eugenio Amores, New Ventures Realty Corporation, Henry See, Freddie Go, Benedict Que, AWG Development Corporation (AWG), Petrosa Development Corporation (Petrosa), and University of Cebu Banilad, Inc. (UCB) with the Regional Trial Court (RTC) of Cebu City, docketed as Civil Case No. 28585.

The complaint alleged that petitioner Lolita Cabigas and her late husband, Nicolas Cabigas, purchased two lots (Lot No. 742 [4] and Lot No. 953 [5]) from Salvador Cobarde on January 15, 1980. Cobarde in turn had purchased these lots from Ines Ouano [6] on February 5, 1948.

Notwithstanding the sale between Ouano and Cobarde, and because the two lots remained registered in her name, [7] Ouano was able to sell these same lots to the National Airports Corporation on November 25, 1952 for its airport expansion project. The National Airports Corporation promptly had the titles of these properties registered in its name.

When the airport expansion project fell through, respondents Melba Limbaco, Ramon Logarta, and Linda Logarta, the legal heirs of Ouano, succeeded in reclaiming title to the two lots through an action for reconveyance filed with the lower court; [8] the titles over these lots were thereafter registered in their names. [9] They then subdivided the two lots [10] and sold them to New Ventures Realty Corporation, Eugenio Amores, Henry See, Freddie Go, Benedict Que, Petrosa, and AWG. AWG, in turn, sold one of the parcels of land to UCB. All the buyers registered the titles over their respective lots in their names.

After the respondents had filed their individual Answers, respondents Henry See, Freddie Go and Benedict Que filed a motion to set the case for hearing on special affirmative defenses on July 8, 2004. On the other hand, respondents AWG, Petrosa, and UCB filed a motion for summary judgment on April 13, 2005, admitting as true

the facts stated in the petitioners' complaint, but claiming that the petitioners had no legal right to the properties in question.

THE RTC RESOLUTION

On August 23, 2005, the RTC issued a resolution, [11] granting the motion for summary judgment filed by AWG, Petrosa and UCB, and dismissing the petitioners' complaint. According to the RTC, while the petitioners alleged bad faith and malice on the part of Ouano when she sold the same properties to the National Airports Corporation, they never alleged bad faith on the part of the buyer, the National Airports Corporation. Since good faith is always presumed, the RTC concluded that the National Airports Corporation was a buyer in good faith and its registration of the properties in its name effectively transferred ownership over the two lots, free from all the unrecorded prior transactions involving these properties, including the prior sale of the lots to Cobarde.

As the RTC explained, the unregistered sale of the lots by Ouano to Cobarde was merely an in personam transaction, which bound only the parties. On the other hand, the registered sale between Ouano and the National Airports Corporation, a buyer in good faith, was an in rem transaction that bound the whole world. Since Cobarde's rights to the properties had already been cut off with their registration in the name of the National Airports Corporation, he could not sell any legal interest in these properties to the Cabigas spouses. Hence, under the Torrens system, the petitioners are strangers to the lots and they had no legally recognized interest binding it in rem that the courts could protect and enforce against the world. [12]

The petitioners filed a notice of appeal to question the RTC resolution. In response, respondents AWG, Petrosa, and UCB filed a motion to dismiss the appeal, claiming that the petitioners raised only questions of law in their appeal; thus, they should have filed an appeal by certiorari with the Supreme Court, and not an ordinary appeal with the appellate court.

THE COURT OF APPEALS RESOLUTIONS

In its May 31, 2006 resolution, the CA ruled that the petitioners should have filed a petition for review on certiorari under Rule 45 of the Rules of Court with the Supreme Court instead of an ordinary appeal since they only raised a question of law, i.e., the propriety of the summary judgment. Accordingly, insofar as the respondents who filed the motion for summary judgment are concerned, namely, AWG, Petrosa, and UCB, the CA dismissed the petitioners' appeal.

However, the CA remanded the case to the RTC for further proceedings on the Motion to Set Case for Hearing on Special and Affirmative Defenses filed by respondents Henry See, Freddie Go, and Benedict Que.

In its October 4, 2006 resolution, the CA resolved the petitioners' motion for reconsideration, as well as the Partial Motion for Reconsideration filed by respondents Henry See, Freddie Go, and Benedict Que. The CA observed that it did not have jurisdiction to entertain the appeal since it raised a pure question of law. Since it dismissed the appeal based on a technicality, it did not have the jurisdiction to order that the case be remanded to the RTC.

Furthermore, the trial court had already dismissed the case in its entirety when it held that the petitioners had no enforceable right as against the respondents, since they had no registered legal interest in the properties. There was thus no need to remand the case to the RTC.

Hence, the petitioners seek recourse with this Court via the present petition, raising the following grounds:

(1) The Court of Appeals committed grave and serious error in dismissing the appeal and in holding that a summary judgment is appealable only through a petition for review on certiorari under Rule 45 to the Supreme

Court.

(2) The paramount and overriding considerations of substantial justice and equity justify the reversal and setting aside of the questioned resolutions.

THE RULING

We AFFIRM the assailed CA resolutions.

Petitioners availed of the wrong mode of appeal

Section 2, Rule 41 of the Rules of Court provides the three modes of appeal, which are as follows:

Section 2. Modes of appeal. --

(a) Ordinary appeal. -- The appeal to the Court of Appeals in cases decided by the Regional Trial Court in the exercise of its original jurisdiction shall be taken by filing a notice of appeal with the court which rendered the judgment or final order appealed from and serving a copy thereof upon the adverse party. No record on appeal shall be required except in special proceedings and other cases of multiple or separate appeals where the law or these Rules so require. In such cases, the record on appeal shall be filed and served in like manner.

(b) Petition for review. -- The appeal to the Court of Appeals in cases decided by the Regional Trial Court in the exercise of its appellate jurisdiction shall be by petition for review in accordance with Rule 42.

(c) Appeal by certiorari. -- In all cases where only questions of law are raised or involved, the appeal shall be to the Supreme Court by petition for review on certiorari in accordance with Rule 45.

The first mode of appeal, the ordinary appeal under Rule 41 of the Rules of Court, is brought to the CA from the RTC, in the exercise of its original jurisdiction, and resolves questions of fact or mixed questions of fact and law. The second mode of appeal, the petition for review under Rule 42 of the Rules of Court, is brought to the CA from the RTC, acting in the exercise of its appellate jurisdiction, and resolves questions of fact or mixed questions of fact and law. The third mode of appeal, the appeal by certiorari under Rule 45 of the Rules of Court, is brought to the Supreme Court and resolves only questions of law.

Where a litigant files an appeal that raises only questions of law with the CA, Section 2, Rule 50 of the Rules of Court expressly mandates that the CA should dismiss the appeal outright as the appeal is not reviewable by that court.

There is a question of law when the issue does not call for an examination of the probative value of the evidence presented, the truth or falsehood of facts being admitted, and the doubt concerns the correct application of law and jurisprudence on the matter. [13] On the other hand, there is a question of fact when the doubt or controversy arises as to the truth or falsity of the alleged facts.

While the petitioners never filed their appellants' brief, we discern from the petitioners' submissions to the CA, [14] as well as from their petition with this Court, their perceived issues with respect to the RTC's summary judgment, and they are as follows:

- a) Whether or not the National Airports Corporation acted with good faith when it purchased the properties from Ouano;
- b) Whether the heirs of Ouano acted with good faith in recovering the properties from the National Airports Corporation; and
- c) Whether the subsequent buyers of the properties acted with good faith in purchasing the properties from the

heirs of Ouano.

Given that the question of whether a person acted with good faith or bad faith in purchasing and registering real property is a question of fact, [15] it appears, at first glance, that the petitioners raised factual issues in their appeal and, thus, correctly filed an ordinary appeal with the CA. After reviewing the RTC resolution being assailed, however, we find that the petitioners actually raised only questions of law in their appeal.

We quote the pertinent portions of the RTC decision:

The main issue to be resolved is who between [the] plaintiffs and the defendants have a better right to the subject lots.

In selling the land in favor of the National Airports Corporation[,] plaintiffs alleged bad faith and malice on the part of the seller Ine[s] Ouano but have not pleaded bad faith on the part of the buyer. Since good faith is always presumed under Article 427 of the Civil Code, the National Airports Corporation was therefore a buyer in good faith. Being [a] purchaser in good faith and for value, it is axiomatic that the right of [the] National Airports Corporation must be upheld and its titles protected over the claim of the plaintiffs. In the case of *Flordeliza Cabuhay vs. The Honorable Court of Appeals*, G.R. No. 122425, September 28, 2001, the Supreme Court upheld the validity of the title of an innocent purchaser in good faith and for value and at the same time invoked the principle of stability of our Torrens system and indefeasibility of title guaranteeing the integrity of land titles once the claim of ownership is established and recognized.

"However, it is well-settled that even if the procurement of a certificate of title was tainted with fraud and misrepresentation, such defective title may be the source of a completely legal and valid title in the hands of an innocent purchaser for value. Thus: where innocent third persons, relying on the correctness of the certificate of title thus issued, acquire rights over the property the court cannot disregard such rights and order the total cancellation of the certificate. The effect of such an outright cancellation would be to impair public confidence in the certificate of title, for everyone dealing with property registered under [the] Torrens system would have to inquire in every instance whether the title has been regularly or irregularly issued. This is contrary to the evident purpose of the law. Every person dealing with the registered land may safely rely on the correctness of the certificate of title issued therefore and the law will in no way oblige him to go behind the certificate to determine the condition of the property."

The subject lots being registered land under the Torrens [s]ystem the recordation of the sale by the National Airports Corporation, a buyer in good faith gave National Airports Corporation a title free of all unrecorded prior transactions, deeds, liens and encumbrances, and conversely forever erased or cut off the unrecorded interest of Salvador Cobarde. Section 50 of Article 496 of the Land Registration Act (now sec. 51 of PD 1529) reads: "No deed, mortgage, lease or other voluntary instrument, except a will, purporting to convey or affect registered land shall take effect as a conveyance or bind the land xxx. The act of registration shall be the operative act to convey and affect [the] land." In the case of *National Grains Authority v. IAC*, 157 SCRA 380, the Supreme Court ruled, thus, the possession by plaintiffs and their predecessors-in-interest is irrelevant to this case because possession of registered land can never ripen into ownership. "No title to registered land in derogation of the title of the registered owner shall be acquired by prescription or adverse possession." (Sec. 46 of Act 496, now Sec. 47 of PD 1529).

In the eyes of the Torrens system, the unregistered sale of the property by Ine[s] Ouano to Salvador Cobarde did not bind the land or the whole world in rem; it bound, in personam, only the parties. On the other hand, the registered sale by Ine[s] Ouano to National Airports Corporation, a buyer in good faith, bound the land in rem, meaning that the whole world was put on constructive notice that thenceforth the land belonged to National Airports Corporation free of all prior transactions, deeds and encumbrances, such as the claim of Salvador Cobarde, which were at the very moment National Airports Corporation registered its title free of prior claims -

forever erased or cut off by operation of law.

x x x x

Salvador Cobarde, whose rights to the property had been erased or cut off by operation of law, had nothing or had no legally recognized interest in the property that he could sell - when he "sold" the property to Nicolas and Lolita Cabigas. Nicolas and Lolita Cabigas having bought nothing could transmit nothing to their successors-in-interest, the plaintiffs herein. Under the Torrens system, herein plaintiffs are strangers to the property; they possess no legally recognized interest binding the property in rem that courts could protect and enforce against the world. [16]

As astutely observed by the CA, the RTC resolution merely collated from the pleadings the facts that were undisputed, admitted, and stipulated upon by the parties, and thereafter ruled on the legal issues raised by applying the pertinent laws and jurisprudence on the matter. In other words, the RTC did not resolve any factual issues, only legal ones.

When there is no dispute as to the facts, the question of whether or not the conclusion drawn from these facts is correct is a question of law. [17] When the petitioners assailed the summary judgment, they were in fact questioning the conclusions drawn by the RTC from the undisputed facts, and raising a question of law.

In light of the foregoing, jurisdiction over the petitioners' appeal properly lay with this Court via an appeal by certiorari, and the CA was correct in dismissing the appeal for lack of jurisdiction.

Rendition of summary judgment was proper

Even if we overlook the procedural lapse and resolve the case on the merits, we still affirm the assailed CA resolutions.

Under the Rules of Court, a summary judgment may be rendered where, on motion of a party and after hearing, the pleadings, supporting affidavits, depositions and admissions on file show that, "except as to the amount of damages, there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." [18] The Court explained the concept of summary judgment in *Asian Construction and Development Corporation v. Philippine Commercial International Bank*: [19]

Summary or accelerated judgment is a procedural technique aimed at weeding out sham claims or defenses at an early stage of litigation thereby avoiding the expense and loss of time involved in a trial.

Under the Rules, summary judgment is appropriate when there are no genuine issues of fact which call for the presentation of evidence in a full-blown trial. Even if on their face the pleadings appear to raise issues, when the affidavits, depositions and admissions show that such issues are not genuine, then summary judgment as prescribed by the Rules must ensue as a matter of law. The determinative factor, therefore, in a motion for summary judgment, is the presence or absence of a genuine issue as to any material fact. [Emphasis supplied.]

The petitioners assert that the RTC erred in rendering a summary judgment since there were factual issues that required the presentation of evidence at a trial.

We disagree with the petitioners.

At the outset, we note from the respondents' pleadings that several respondents [20] denied that the sale between awhile, missed the information against all the accused. on in Court, claiming that cutors, who are his subordinates. Ouano and Cobarde ever occurred. It would, therefore, appear that a factual issue existed that required resolution through a formal trial, and the RTC erred in rendering summary judgment.

A closer examination of the parties' submissions, however, makes it apparent that this is not a genuine issue of fact because, as will be discussed below, the petitioners do not have any legally enforceable right to the properties in question, as their predecessors-in-interest are not buyers in good faith.

i. Cabigas spouses are not buyers in good faith

A purchaser in good faith is one who buys the property of another without notice that some other person has a right to or interest in such property, and pays a full and fair price for the same at the time of such purchase or before he has notice of the claim of another person. [21] It is a well-settled rule that a purchaser cannot close his eyes to facts which should put a reasonable man upon his guard, and then claim that he acted in good faith under the belief that there was no defect in the title of the vendor. His mere refusal to believe that such defect exists, or his willful closing of his eyes to the possibility of the existence of a defect in his vendor's title, will not make him an innocent purchaser for value, if it afterwards develops that the title was in fact defective, and it appears that he had such notice of the defect as would have led to its discovery had he acted with that measure of precaution which may reasonably be required of a prudent man in a like situation. [22]

We are dealing with registered land, a fact known to the Cabigas spouses since they received the duplicate owner's certificate of title from Cobarde when they purchased the land. At the time of the sale to the Cabigas spouses, however, the land was registered not in Cobarde's name, but in Ouano's name. By itself, this fact should have put the Cabigas spouses on guard and prompted them to check with the Registry of Deeds as to the most recent certificates of title to discover if there were any liens, encumbrances, or other attachments covering the lots in question. As the Court pronounced in *Abad v. Sps. Guimba*: [23]

[The law protects to a greater degree a purchaser who buys from the registered owner himself. Corollarily, it] requires a higher degree of prudence from one who buys from a person who is not the registered owner, although the land object of the transaction is registered. While one who buys from the registered owner does not need to look behind the certificate of title, one who buys from one who is not the registered owner is expected to examine not only the certificate of title but all factual circumstances necessary for [one] to determine if there are any flaws in the title of the transferor, or in [the] capacity to transfer the land. (emphasis supplied)

Instead, the Cabigas spouses relied completely on Cobarde's representation that he owned the properties in question, and did not even bother to perform the most perfunctory of investigations by checking the properties' titles with the Registry of Deeds. Had the Cabigas spouses only done so, they would easily have learned that Cobarde had no legal right to the properties they were acquiring since the lots had already been registered in the name of the National Airports Corporation in 1952. Their failure to exercise the plain common sense expected of real estate buyers bound them to the consequences of their own inaction.

ii. No allegation that the National Airports Corporation registered the lots in bad faith

All the parties to this case trace their ownership to either of the two persons that Ouano sold the properties to - either to Cobarde, who allegedly purchased the land in 1948, or to the National Airports Corporation, which bought the land in 1952. Undoubtedly, the National Airports Corporation was the only party that registered the sale with the Registry of Deeds. For this registration to be binding, we now have to determine whether the National Airports Corporation acted with good faith when it registered the properties, in accordance with Article 1544 of the Civil Code, which provides:

Article 1544. If the same thing should have been sold to different vendees, the ownership shall be transferred to the person who may have first taken possession thereof in good faith, if it should be movable property.

Should it be immovable property, the ownership shall belong to the person acquiring it who in good faith first

recorded it in the Registry of Property.

Should there be no inscription, the ownership shall pertain to the person who in good faith was first in the possession; and, in the absence thereof, to the person who presents the oldest title, provided there is good faith.

Based on this provision, the overriding consideration to determine ownership of an immovable property is the good or bad faith not of the seller, but of the buyer; specifically, we are tasked to determine who first registered the sale with the Registry of Property (Registry of Deeds) in good faith.

As accurately observed by the RTC, the petitioners, in their submissions to the lower court, never imputed bad faith on the part of the National Airports Corporation in registering the lots in its name. This oversight proves fatal to their cause, as we explained in *Spouses Chu, Sr. v. Benelda Estate Development Corporation*:

In a case for annulment of title, therefore, the complaint must allege that the purchaser was aware of the defect in the title so that the cause of action against him will be sufficient. Failure to do so, as in the case at bar, is fatal for the reason that the court cannot render a valid judgment against the purchaser who is presumed to be in good faith in acquiring the said property. Failure to prove, much less impute, bad faith on said purchaser who has acquired a title in his favor would make it impossible for the court to render a valid judgment thereon due to the indefeasibility and conclusiveness of his title. [24]

Since the petitioners never alleged that the National Airports Corporation acted with bad faith when it registered the lots in its name, the presumption of good faith prevails. Consequently, the National Airports Corporation, being a registrant in good faith, is recognized as the rightful owner of the lots in question, and the registration of the properties in its name cut off any and all prior liens, interests and encumbrances, including the alleged prior sale to Cobarde, that were not recorded on the titles. Cobarde, thus, had no legal rights over the property that he could have transferred to the Cabigas spouses.

Since the Cabigas spouses have no legally recognizable interest in the lots in question, it follows that the petitioners, who are subrogated to the rights of the former by virtue of succession, also have no legally recognizable rights to the properties that could be enforced by law. The petitioners clearly have no cause of action against the respondents, and the RTC correctly dismissed their complaint for annulment of title.

WHEREFORE, premises considered, we DENY the petition for lack of merit, and AFFIRM the Resolutions, dated May 31, 2006 and October 4, 2006, of the Court of Appeals in CA-G.R. CV No. 01144. No costs.

SO ORDERED.

Carpio, (Chairperson), Leonardo-De Castro,[*] Peralta,**] and Perez, JJ., concur.

[*] Designated as Acting Member of the Second Division per Special Order No. 1006 dated June 10, 2011.

[**] Additional member in lieu of Associate Justice Maria Lourdes P. A. Sereno per Special Order No. 1040 dated July 6, 2011.

[1] Under Rule 45 of the Rules of Court. Rollo, pp. 12-35.

[2] Penned by Associate Justice Apolinario Bruselas, Jr., with the concurrence of Associate Justices Arsenio J. Magpale and Vicente L. Yap. Id. at 37-49.

[3] Penned by Associate Justice Arsenio J. Magpale, with the concurrence of Associate Justices Marlene Gonzales-Sison and Antonio Villamor. Id. at 51-55.

- [4] With an area of twelve thousand nine hundred eighty-two square meters (12,982 sq. m.).
- [5] With an area of five thousand six hundred twenty-six sq. m. (5,626 sq. m.).
- [6] Misspelled as Quano in the complaint.
- [7] Lot No. 953 was registered in Ouano's name under Transfer Certificate of Title (TCT) No. T-2696, while Lot No. 742 was registered under TCT No. T-225.
- [8] In G.R. No. 121506, this Court affirmed the existence of the right of respondents Melba Limbaco, Linda C. Logarta and Ramon Logarta, the heirs of Ines Ouano, to repurchase Lot No. 742 and Lot No. 953 from the Mactan Cebu International Airport Authority (previously the National Airports Corporation).
- [9] The titles in the name of National Airports Corporation were cancelled and TCT No. 143605 and TCT No. 143604 were issued in the names of respondents Melba Limbaco, Ramon Logarta, and Linda Logarta. Rollo, p. 128.
- [10] Lot No. 953 was divided into Lot No. 953-A (2,719 sq. m.); Lot No. 953-B (1,406.44 sq. m.); Lot No. 953-C (1,406.24 sq. m.); and Lot No. 953-D (94 sq. m.). On the other hand, Lot No. 742 was subdivided into Lot No. 742-A (1,500 sq. m.); Lot No. 742-B (2,322 sq. m.); Lot No. 742-C (4,303 sq. m.); Lot No. 742-D (4,316 sq. m.); and Lot No. 742-E (541 sq. m.). Id. at 66.
- [11] Id. at 128-132.
- [12] Id. at 132.
- [13] Roman Catholic Archbishop of Manila v. CA, 327 Phil. 810, 826 (1996), citing Vda. De Arroyo v. El Beaterio del Santissimo Rosario de Molo, G.R. No. L-22005, May 3, 1968, 23 SCRA 525.
- [14] The petitioners submitted their motion for reconsideration of the CA's May 31, 2006 resolution and their Supplemental Arguments in Support of the Motion for Reconsideration dated June 19, 2006.
- [15] See Bautista v. Silva, G.R. No. 157434, September 19, 2006, 502 SCRA 334.
- [16] Rollo, pp. 130-132.
- [17] See Far East Marble (Philippines), Inc. v. Court of Appeals, G.R. No. 94093, August 10, 1993, 225 SCRA 249.
- [18] RULES OF COURT, Section 3, Rule 35.
- [19] G.R. No. 153827, April 25, 2006, 488 SCRA 192, 203.
- [20] Respondents Melba Limbaco, Linda Logarta, Ramon Logarta, Henry See, Freddie Go, and Benedict Que.
- [21] Cruz v. Court of Appeals, 346 Phil. 506 (1997).
- [22] Peña, Registration of Land Titles and Deeds, 1994 ed., p. 149, citing Leung Yee v. Strong Machinery Co., 37 Phil. 644; RFC v. Javillonar, 107 Phil. 664; Mañacop v. Cansino, 111 Phil. 166.
- [23] 503 Phil. 321, 331-332 (2005), citing Revilla v. Galindez, 107 Phil. 480 (1960).
- [24] 405 Phil. 936, 947 (2001).

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.