

JOSEPH N. WOLFSON, PLAINTIFF AND APPELLANT, VS. ADOLFO AENLLE, DEFENDANT AND APPELLEE.*G.R. No. 21312. November 24, 1924*

Ponente: JOHNS, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-21312/>**JOHNS, J.:**

It appears that in 1903, and for many years prior thereto, Ramon Martinez de Viademonte was the owner of a tract of land of about three and one-half hectares in the district of Santa Ana, City of Manila, known as the Hacienda de Namayan. That on October 12, 1903, from and out of said tract, he sold to the defendant a parcel of land described as follows:

"Bounded on the north by lands pertaining to the Hacienda de Namayan of Don Ramon Martinez de Viademonte, from which it is taken; on the south by lands of Don Candelario de las Cajigas; on the east by the Pasig River; on the west by the Namayan street;—measuring on the north 137 meters, on the south 16 meters, on the east 29 meters, and on the west 13 meters—having an area of 2,194.77 square meters." And thereafter sold the following described parcel: "Bounded on the north by land pertaining to the Hacienda de Namayan of Don Ramon Martinez de Viademonte, from which it is taken; on the east by the Pasig River; on the south by land of Don Adolfo Aenlle y Santos; and on the west with Namayan street,—having an area of 1,000 square meters," making a total area as described in the calls of the respective deeds of 3,194.77 square meters.

At or about the time of the purchase a surveyor purporting to act for Viademonte made a survey for the purpose of defining the boundaries of the land which the defendant purchased. It also appears that the defendant entered and took possession of the land including that in dispute, and that in truth and in fact, he planted some trees and shrubs along the boundaries of the land as it was then surveyed. It also appears that from and out of his original land Viademonte sold and conveyed to plaintiff's grantors another tract of 3,000 square meters, which adjoined, and was contiguous to, the land of the defendant. As a result of an actual survey, which was made some years later, it was found and determined as a fact that the defendant had' about 1,762.52 square meters of land in excess of the actual calls in his deeds, and that most of the excess was taken from and out of the deed for the 3,000 square meters under which plaintiff derails title. In this situation a dispute arose between plaintiff and the defendant as to the actual amount of land which the plaintiff owned, and how much, if any, of the lands which the plaintiff claims were lands which defendant claimed. It is conceded that the area of the land which the defendant bought and actually paid for is 3,194.77 square meters, and that he bought and paid for it on the basis of that area at so much per square meter. It is also conceded that plaintiff's grantors bought and paid for 3,000 square meters at so much per square meter, and that the actual area of the lands described in all of the respective deeds conforms to the number of square meters specified in such deeds.

Hence, the sole question involved in this appeal is whether the defendant now has a title by prescription and by prescription only to the 1,635 square meters which were originally conveyed to the persons from whom plaintiff derails title, which is one of fact and fact only.

Venancio Velasco, as a witness for the plaintiff, testified that he was 46 years old, married, and by occupation a

broker of real estate and a resident of the City of Manila, and that sometime during the year 1909, Mr. Katigbak, who at that time was a surveyor or engineer for the City of Manila, came to the office of Mr. Wolfson, where the witness was then employed, and told Wolfson that his land at Santa Ana did not have an area of 3,000 square meters, but only a little over 1,300 square meters. They then agreed that after office hours they would make an investigation for the purpose of finding out the actual facts. The three of them went to Santa Ana and Mr. Wolfson called Mr. Aenlle, and together all of them went over the property and Wolfson said to Aenlle:

" You said that I had here 3,000 square meters of land, and that you had a little over 3,000 square meters. It now appears, however, according to Mr. Katigbak, that I only have a little over 1,300 square meters. Can you tell me where is the other portion of that land?" Mr. Aenlle pointed out to Mr. Wolfson the land towards the north and stated that part of his land was lying towards the north where the property of the Lara sisters was."

Mr. Wolfson said to Aenlle:

"Would it not be better to have Mr. Aenlle's land surveyed on his, Mr. Wolfson's, account, and that he, Mr. Wolfson, would obtain a Torrens title for Mr. Aenlle at Mr. Wolfson's expense, in order to find out whether or not any portion of his, Mr. Wolfson's, land had been included within his enclosure, and Mr. Aenlle answered that what was the use of incurring that expense when there was no necessity for it. He said: 'Let us wait for the cadastral survey, and, if it comes out that I am holding any part of your property, I am going to return it to you everything over and in excess of what appears in my title.' "

The record shows that at the time this testimony was given Velasco was an impartial witness, and in the opinion of this court, as to the time, place, and parties present and what was said, his evidence is materially strengthened by the facts brought out on his cross-examination.

It appears from the plat in the record, known as Exhibit G, that Katigbak made his survey on May 9, 1910. Hence, the visit which Velasco made to the land, about which he testified, must have been made a few days later after the Katigbak survey. It appears from the record that Katigbak was dead at the time of the trial. The testimony of Velasco is corroborated in all of its details by that of the plaintiff. The only other living witness to that conversation was the defendant who testified as a witness in his own behalf. Strange as it may seem, the testimony of the witness Velasco, as to that conversation on this important and vital point, was not disputed or denied by the defendant, and is not even mentioned or deferred to in defendant's testimony. It is true that the defendant testified : "No, sir, I never told Mr. Wolfson that I was going to give him any overage." But it is also true that at no time or place in the record was the attention of the defendant as a witness called to the above testimony of the witness Velasco, or as to the conversation about which Velasco testified, or as to whether it ever took place. In other words, the defendant does not deny that Velasco was present at the time and place and heard the conversation about which he (Velasco) testified.

The evidence of Velasco was either true or false, and not being denied or disputed, and having been given in a straightforward manner, we must assume that it is true. Assuming to be true, the defendant then, in legal effect, said to the plaintiff that if it should be developed by the cadastral survey that "I am holding any part of your property over and above the lands described in my deeds, I will return it to you when that fact is established by the cadastral survey." In other words, the only lands which the defendant then actually claimed to own were those described in his respective deeds, amounting to 3,194.77 square meters. The words "in my title" could only refer to his record title. In some respects Velasco's evidence is materially corroborated by the defendant's own testimony.

It will be noted that the defendant purchased the land and took possession under his deed in 1903, and that this conversation took place about seven years later in the year 1910. In other words, at that time the statute of limitations could not have run for more than seven years. Later the cadastral survey was made, and the fact was

then conclusively established that defendant did have about 1,635 square meters of land which is described in the deed from which plaintiff derails title. Under such a state of facts, which are undisputed, can the defendant now claim title by prescription?

Ruling Case Law, volume 1, page 686, says:

"* * * All the authorities agree that, in order to bar the true owner of land from recovering it from an occupant in adverse possession and claiming ownership through the operation of the statute of limitations, the possession must have been, for the whole period prescribed by the statute, actual, open, visible, notorious, continuous, and hostile to the true owner's title and to the world at large. It is also essential that the possession must have been held under claim of right or color of title. * * *"

On page 732 of the same volume, the author says:

"Intention to Claim to True Boundaries.—The general rule is that where one in ignorance of his actual boundaries takes and holds possession by mistake up to a certain line beyond his limits, upon the claim and in the belief that it is the true line, with the intention to claim title, and thus, if necessary, to acquire 'title by possession' up to that line, such possession, having the requisite duration and continuity, will ripen into title. But if, on the other hand, a party, through ignorance, inadvertence, or mistake, occupies up to a given line beyond his actual boundary, because he believes it to be the true line, but has no intention to claim title to that extent if it should be ascertained that such line is on his neighbor's land, an indispensable element of adverse possession is wanting. In such a case the intent to claim title exists only upon the condition that the line acted upon is, in fact, the true line. The intention is not absolute, but provisional, and, consequently, the possession is not adverse. This rule recognizes the intention as the essential element; thus where the owner of a city lot builds a house thereon, and unintentionally puts a wall a few inches over the division line between his and the adjoining lot, without any intention to assert any title thereto, and the adjoining owner is ignorant of the encroachment, the possession is not adverse. * * *"

Corpus Juris, volume 2, page 139, says:

"View That Possession without Intent to Claim Is Not Adverse.—Statement of Rule. Nevertheless", according to the great weight of authority, where the occupation of the land is by a mere mistake and with no intention on the part of the occupant to claim as his own land which does not belong to him, but with the intention to claim only to the true line wherever it may be, the holding is not adverse. The theory on which these decisions proceed is that in cases of mistake as to the true line between adjoining lands the real test as to whether or not a title will be acquired by a holding for the 'period prescribed by the statute of limitations is the intention of the party holding beyond the true line. It is not merely the existence of a mistake but the presence or absence of the requisite intention to claim title that fixes the character of the entry and determines the question of disseizin. There must be an intention to claim title to all land within a certain boundary, whether it eventually be the correct one or not"

Applying the law to the facts, we have this situation. At or about the time the shortage in plaintiff's land was discovered, the defendant said to the plaintiff: "Let us wait for the cadastral survey, and if it is established by that survey that I am holding any part of your property I will return to you all of that portion which may be in excess of what appears in my title" The cadastral survey was later made from which it was found as a fact that the defendant was holding 1,635 square meters of plaintiff's land in excess of defendant's record title.

The refusal of the defendant to abandon his claim to the plaintiff for the excess of the 1,635 square meters, which was found to exist by the cadastral survey, resulted in the commencement of this action. After 1910 the defendant's possession of the land in dispute could not be adverse to plaintiff's claim until after the cadastral survey was made, and the defendant had refused to abandon his claim for the excess. That important fact, having been established by the evidence of an impartial witness whose testimony is not disputed or denied, is conclusive

of this case. Under such a state of facts, the defendant could not acquire title by prescription.

The judgment of the lower court is reversed, and one will be entered here in favor of the plaintiff and against the defendant in substance and to the effect that the plaintiff is the owner and entitled to the possession of the land described in his complaint, without any damages, together with the costs of the action in this and the lower court.

As to the improvements placed by the defendant on the land in dispute, it is declared that, in accordance with the provisions of article 361 of the Civil Code, the plaintiff has the right to appropriate them as his own upon payment of the compensation provided in this article, or to compel the defendant to pay him the price of the land. So ordered.

Malcolm, Avancena, and Villamor, JJ., concur.

Ostrand and Romualdez, JJ., took no part in this decision.

STREET, J., with whom concurs JOHNSON, J., dissenting:.

I am unable to agree with the majority of the court in this case, and as the point of law involved is of importance, I deem it my duty to set forth clearly the reasons for my dissent. The case depends largely upon a correct understanding of the facts in the case, though these are comparatively simple; and I shall therefore go over the main features of the case in my own way, even at the cost of repeating something already stated in the opinion of the court.

It appears, then, that in 1903, and for many years prior thereto, one Ramon Martinez de Viademonte was owner of a tract of land containing an area of nearly 3¹/₂ hectares in the district of Santa Ana, in the City of Manila, known as the Hacienda de Namayan, and lying between Lamayan street and the Pasig River. About the date mentioned Viademonte began selling portions of this tract of land to various purchasers. The first of these sales to be here noted was one made on October 12, 1903, to the defendant Adolfo Aenlle, consisting of a strip on the south side of said tract. In the deed to Aenlle the parcel then sold is described as follows:

"Bounded on the north by lands pertaining to the Hacienda de Namayan of Don Ramon Martinez de Viademonte, from which it is taken; on the south by lands of Don Candelario de las Cajigas; on the east by the Pasig River; on the west by the Namayan street;—measuring: on the north 137 meters, on the south 16 meters, on the east 29 meters, and on the west 13 meters—having an area of 2,194.77 square meters."

Shortly after the preceding purchase had been made, Aenlle found that he had not acquired enough land to meet his requirements, and he therefore purchased from Viademonte an additional strip immediately adjacent and to the north of his previous purchase. In the deed conveying this second parcel the land conveyed is described as follows:

"Bounded on the north by land pertaining to the Hacienda de Namayan of Don Ramon Martinez de Viademonte, from which it is taken; on the east by the Pasig River; on the south by land of Don Adolfo Aenlle y Santos; and on the west with Namayan street—having an area of 1,000 square meters."

At the time Aenlle acquired these lots a surveyor acting for Viademonte was directed to go upon the land and segregate the property which had been sold to Aenlle. Pursuant to these instructions this surveyor made a sketch of the property and placed stakes along the boundary lines. In order to mark out the boundary in a more permanent way, Viademonte's manager placed monuments where the surveyor had only set his spikes. Two of these monuments lie on the northern boundary of the second parcel, separating it from the land of which Viademonte remained the owner. As the two acquisitions were in immediate juxtaposition to each other Aenlle treated the two as constituting a single lot and planted low trees and shrubbery, forming a kind of fence, along the

northern boundary between Laxnayan street and the Pasig River. He then constructed on the property a house for residential purposes and in said house has since lived. In addition to this the defendant planted various trees, especially mangos, upon the land; and from the day when he entered into possession in 1903 he has continuously exercised over the entire property all of the rights of ownership to the exclusion of all other persons.

By referring to the deeds by which the defendant acquired the land above described, it will be seen that the land conveyed was intended to consist altogether of 3,194.77 square meters. But when the land of which Aenlle took possession in 1903 was accurately surveyed in January, 1919, the same was found to contain an area of some 4,957.29 square meters, thus showing an excess of 1,762.52 square meters over the area specified in the deeds. This lack of conformity between the area indicated in the defendant's deeds and the area of land which was actually assigned to him by Viademonte was undoubtedly due to an error on the part of the surveyor who surveyed the property in 1903 and indicated the boundaries of the land which was the subject of transfer. The defendant apparently assumed that the limits assigned to the land by the surveyor were correct, and he seems to have believed in good faith for twelve or fifteen years that the land occupied by him contained a total area of only 3,194.77 square meters.

By referring to the second and last conveyance from Viademonte to Aenlle it will be seen that no fixed boundary along the north side of the lot conveyed is defined, it being merely stated that the land is "Bounded on the north by land pertaining to the Hacienda de Namayan of Don Ramon Martinez de Viademonte, from which it is taken." In other words there has never been any other boundary than that fixed by the agreement of the parties when Aenlle entered into possession.

We now direct attention to the plaintiff's chain of title. In this connection it appears that in December, 1903, the same Viademonte sold to the Lara sisters another strip lying immediately north of the land which had been sold to Aenlle. In the deed to these purchasers the land conveyed is described as follows:

"Bounded on the north by the lands of Don Ramon Martinez de Viademonte; on the east by the Pasig River; on the south by the lands of Don Adolfo Aenlle y Santos; and on the west by Lamayan street, of the said pueblo of Santa Ana, and containing a superficial area of 3,000 square meters."

On January 9, 1904, the Lara sisters transferred the same parcel to the Casa Comision; and on February 15, 1906, the Casa Comision transferred it to the International Banking Corporation. On December 19, 1908, the International Banking Corporation transferred the same property to the plaintiff, Joseph N. Wolf son.

On March 3, 1904, Viademonte sold still another strip of 2,000 square meters of the same tract to one Manuel Garcia, which lot was immediately adjacent to that which had been conveyed to the Lara sisters. On June 7, 1904, Manuel Garcia transferred the lot thus acquired by himself to Pedro Castillo, who in turn sold it to Luis Kiene. The said Kiene upon acquiring the parcel applied for and secured a Torrens title thereto. By this act the boundary between Kiene's lot and that which had been conveyed to the Lara sisters and later through various persons to the plaintiff Wolfson was definitely fixed, without the possibility of future question concerning the proper location of that boundary.

When the International Banking Corporation acquired the lot which had been sold by Viademonte to the Lara sisters, the plaintiff Wolfson was attorney for said corporation, and as such had charge of its large holdings in real estate. By this means the plaintiff was apprised of the existence of said lot, and he supposed of course that it in fact contained the full 3,000 square meters called for in the deeds. In February or March, 1910, however, the plaintiff employed a surveyor, Mr. Jose P. Katigbak, to make a survey of the property; and the fact was then revealed that the lot of which Wolfson had become owner contained only 1,365 square meters and not 3,000 square meters. In order to discover the reason for this shortage the plaintiff sought an interview with Aenlle, who

assured him that his (Aenlle's) inclosure did not contain any more land than was called for in his deeds. In the course of this conversation Aenlle is reported to have said: "Let us wait for the cadastral survey, and if it comes out that I am holding any part of your property, I am going to return it to you everything over and in excess of what appears in my title."

The plaintiff says that in this interview Aenlle suggested that the land comprising the shortage of which the plaintiff complained might possibly be found in the land on the other side of the plaintiff's lot over which Kiene had acquired a Torrens title. Acting upon this suggestion the plaintiff began investigations in that direction, and in a letter of May 11, 1911, he directed his attorney to take steps to vindicate his rights against the owner of the property then registered in the name of Kiene. This project was, however, abandoned; and instead of moving legal proceedings with respect to the registered parcel, the plaintiff bought Kiene out and then began operations against the defendant Aenlle. The first legal step taken consisted in a proceeding by the plaintiff to procure a Torrens title in his own name to the parcel which is now in controversy, but this was opposed by the defendant; and the judge presiding in the registration proceeding held that Aenlle had acquired a perfect title, either by purchase or prescription, to all the land held by him. The present action was then instituted by the plaintiff to recover the property with damages for its detention.

I submit that in the opinion written by Mr. Justice Johns altogether too much importance is attached to Aenlle's verbal promise, made fourteen years ago, to surrender to Wolfson any excess over the precise area specified in Aenlle's deeds. In the first place, considered in its legal effects, that promise was not binding because made without consideration, and it cannot be said that it was supported by the consideration of forbearance on the part of Wolfson to molest the defendant. Wolfson did not so understand it, and years before the present action was brought he was litigating with Aenlle over the title to the property in a land registration proceeding. Secondly, the spoken words show on their face that the promise was made under a mistake of fact, and in the belief, then entertained by Aenlle, that he held only so much land as his deeds called for. Thirdly, the promise was not in writing, and would not have been binding if an action had been brought thereon. Lastly, if said promise be considered, as it should be, merely in the light of a revelation of the state of mind of Aenlle with reference to the character of his occupation, it merely shows that he believed in good faith that all of the land within his inclosure belonged to him by virtue of his purchases from Viademonte.

The simple truth is that in all of his conversations with Wolfson, Aenlle asserted an adverse title to every foot of this land against Wolfson and all other persons. This is made apparent in the words quoted below taken from the testimony of the plaintiff himself. Being asked what conversation he had had with Aenlle on a certain occasion in connection with the land, the plaintiff replied: "The same as I have had a hundred times, I presume, with reference to his having my land and he denying it." More complete proof of denial of right in another could not well be presented.

What has been said should serve to strip the case of its accidental features, leaving for discussion the simple question whether the occupation of this land by the defendant for seventeen years under a mistaken belief as to the area inclosed was sufficient to confer a prescriptive title to the excess. Upon this point it is clear to me that the defendant has acquired such title, as was held, first, by the judge presiding in the Court of Land Registration; and, secondly, by the judge of First Instance who decided this case in the court below. In this connection it is well to remember that, under section 41 of the Code of Civil Procedure, ten years actual adverse occupation confers a perfect title "in whatever way such occupancy may have commenced or continued."

The principle which should, in my opinion, govern the case is well expressed by the author of the article on Adverse Possession in Corpus Juris, where it is said:

"Where a person, acting under a mistake as to the true boundary line between his land and that of another,

takes possession of land of another believing it to be his own, up to a mistaken line, claims title to it and so holds, the holding is adverse and, if continued for the requisite period, will give title by adverse possession. And the fact that on taking possession he had no intention of taking what did not belong to him, or claimed that he had no desire or intention to take any land belonging to the adjoining owner, or that he would have surrendered possession if he had known that the land in dispute was not within the calls of his deed, or that the owner of the record title was ignorant of the location of the true boundary line or of the fact that the land was his, or supposed that the adverse occupant intended to claim only what he actually owned, or the fact that both owners were mistaken as to the true boundary line, does not affect the operation of the rule. * * * " (2 C. J., 141.)

A similar doctrine is stated in the article on Adverse Possession in Ruling Case Law, where we find the following proposition: "It is also a well-settled rule that where one in possession of land manifests his intention to claim the ownership thereof to a fixed visible or ascertained boundary line, his possession to such line will be deemed adverse, even though it was erroneously assumed to be the true line. * * * " (1 R. C. L., 733.)

In the syllabus to *Edwards vs. Fleming* (83 Kan., 653; 33 L. R. A. [N. S.], 923), as reported in *Lawyers' Reports Annotated*, it is said: "The real test as to whether or not possession of real estate beyond the true boundary line will be held adverse is the intention with which the party takes and holds the possession. * * * " In the foot-note to the same case (at page 924) it is said: "The old idea that there could be no disseizin by mistake is now abandoned. And the courts are now agreed that an entry by mistake will not prevent an adverse possession. * * * " In *Thornely vs. Andrews* (88 Pac, 757), it appeared that in 1890 an owner of adjacent lots conveyed them to separate grantees; and the boundary between the lots was staked off on the ground. The grantees improved their separate lots to their common boundary,, which was assumed to be correctly laid out. It was held that the possession of each was adverse as to the other, and that after the period prescribed by the statute had passed, and the boundary was found to be erroneous, the mistake could not be rectified. That case is exactly similar to the one now before us. The same is true of *Milligan vs. Fritts* (226 Mo., 189).

The rule stated in these authorities has more particular reference to the case where the line to which an occupant claims is fixed by his own act without the acquiescence of the other party in interest; and the doctrine must operate with still greater force in a case where, as here, the erroneous boundary was fixed by mutual agreement of the vendor and vendee.

"Where the adjoining owners or claimants of land have agreed upon boundary lines, or have acquiesced therein for a sufficient length of time to warrant the inference of mutual consent thereto, the lines so fixed will bind the parties. * * * " (1 R. C. L., 733.)

The passages cited by Mr. Justice Johns from *Ruling Case Law* and *Corpus Juris* are in my opinion misapplied. The doctrine there stated contemplates the situation where there is a real boundary already determined by monuments or capable of being fixed by survey and where there is an accidental and unintentional occupation beyond such boundary, without intention on the part of the occupant to hold beyond the true limit. This has often occurred in the occupation of public domain by settlers in the United States. In such a situation it may be properly held that the mistaken occupation is not adverse. In the case before us the deed under which Aenlle claims fixes no definite boundary on the northern side of his lots; and at the time he took possession the boundary was located by mutual agreement of both seller and buyer. The judgment of the court in this case will have the effect of forcing Aenlle back—not to a boundary already defined in Aenlle's deed—but to a new boundary, now first created by the court, which is different from the boundary agreed upon by the parties to the contract.

Again, upon reference to. the deed from Viademonte to the Lara sisters, under which the plaintiff claims, it will be seen that no definite southern boundary is there fixed. All that is said on this point is that the land which was the

subject of the sale is bounded on the south by the lands of Aenlle. This could only mean that the limit of the land then sold to the Lara sisters was the boundary which had been previously fixed as Aenlle's northern boundary; and it cannot be asserted that the plaintiff, or his predecessors, ever acquired title to a foot of the land in Aenlle's enclosure. In view of the fact that the lot sold to the Laras was still open on its north side by reason of the fact that Viademonte still owned the land there, it was most reasonable for Aenlle to suggest to Wolfson, as he did, that the latter should look to the north side of his lot to recover any shortage discovered in the area of his lot.

In closing I wish to call attention to two anomalous results to which the decision in this case conducts us. The first is this: After Aenlle was placed in possession by Viademonte in 1903, the latter could at any time within ten years have maintained an action against Aenlle to fix the boundary along the right line, thereby correcting the error that had been made by Viademonte's surveyor. That right of action was barred in 1913; and yet the court, in this action, first begun in 1920, allows a stranger to the contract to maintain an action in every respect identical with that which Viademonte might once have maintained. The second is that if Aenlle's occupation had been an act of open piracy from the first, and instead of asserting his good faith, he had had the audacity to tell Wolfson after the period of prescription had passed that he knew of the mistake all along but was nevertheless resolved from the beginning to hold to the limit of his enclosure, his title would have been incontrovertibly good. When it comes to this, that the law will concede to the occupant in bad faith what an occupant in good faith cannot acquire, something must be wrong.

Judgment reversed.

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.