

## **CARMEN GARCHITORENA AND JOAQUIN PEREZ, PETITIONERS, VS. VICENTE SOTELO, AS JUDICIAL GUARDIAN OF THE GATCHALIAN Y JARATA MINORS, RESPONDENT.**

*G.R. No. 47867. November 13, 1942*

Ponente: OZAETA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-47867/>

---

### **OZAETA, J.:**

The property involved in this litigation is the house and lot situate at 97 Sta. Potenciana Street, corner of Cabildo Street, Manila. Originally it belonged to Asuncion Jarata, who mortgaged it to Perfecto Gabriel. The latter foreclosed the mortgage and after buying the property at public auction transferred it to Carmen Garchitorena, who in turn transferred it to Jesus Pellon in whose name the Torrens certificate of title now stands.

This action was commenced on June 3, 1932, by Vicente Sotelo, as judicial guardian of the eight minor children of Asuncion Jarata, against Perfecto Gabriel and Carmen Garchitorena to annul the judgment obtained by Gabriel in the foreclosure of his mortgage and the subsequent transfers of the mortgaged property on the ground that said judgment had been obtained through fraud. Jesus Pellon was joined as party defendant after the property was transferred to him by Carmen Garchitorena subsequent to the commencement of the action. On January 31, 1936, the trial court rendered judgment in favor of the plaintiff, ordering that the new title in the name of Jesus Pellon be canceled and replaced with a new one in the name of the minors. From that decision Gabriel and Garchitorena appealed, but Pellon did not. On August 22, 1940, the Court of Appeals in bone, by a majority of nine justices (two justices dissenting), affirmed the judgment of the trial court with modification as follows:

"It is therefore our decision that the sales of the property described in the complaint by the sheriff to Perfecto Gabriel, by Gabriel to Carmen Garchitorena, and by Garchitorena to Jesus Pellon should be and they are hereby annulled; that the title to this property now standing in the name of Jesus Pellon should be cancelled and a new certificate issued in the name of plaintiff's wards subject to the alleged mortgage in favor of the Santa Clara Monastery; that the amount the plaintiff shall have paid on account of this mortgage shall be deducted from the amounts due by the minors to Perfecto Gabriel or the Santa Clara Monastery, or both, it being understood that the mortgage debts, P8,500, shall bear interest at the rate provided for in the contracts of mortgage from the dates of last payments until fully paid; and that Gabriel and Carmen Garchitorena shall render an accounting of the income derived by them from the house between the date the minors were ejected from it and the date it was placed under receivership.

"Whatever action Carmen Garchitorena may have against Perfecto Gabriel growing out of the annulment of the sale by Gabriel to Garchitorena is hereby left open for determination in a separate suit.

"With the modification above indicated, the judgment is affirmed.

"Perfecto Gabriel and Carmen Garchitorena shall pay to plaintiff the costs of both instances."

From that decision Perfecto Gabriel and Carmen Garchitorena separately appealed to this Court by certiorari.

The facts may be briefly stated as follows:

On July 1, 1922, Asuncion Jarata mortgaged the property in question to Perfecto Gabriel to secure a loan of P6,000, with interest at 12 per cent per annum. Less than two years and a half later, she died, leaving eight minor children by her husband Celerino Gatchalian. Two days before her death she executed a will, prepared by Perfecto Gabriel, whereby she devised the said property to her eight minor children and named Perfecto Gabriel as their guardian and her husband Celerino Gatchalian as the executor of the will. On December 24, 1924, Perfecto Gabriel, as attorney for Celerino Gatchalian, filed the will in the Court of First Instance of Manila for probate. On September 15, 1925, after the will had been admitted to probate, Gabriel presented a project of partition in which Gatchalian waived his usufructuary right over his wife's estate in favor of his children. The court thereupon entered an order declaring the estate closed and relieving Gatchalian of all responsibility as executor. On September 23, 1925, Gabriel, upon his own application, was appointed guardian of the persons and property of the minor children of Gatchalian. In his application Gabriel acknowledged having received the only property of his wards consisting of the house and lot above mentioned. But he did not inform the court that said property was mortgaged to him. For nearly six years during which said mortgage subsisted, Gabriel acted as guardian and at the same time creditor of said minors; it was only on March 23, 1931, that he relinquished the guardianship in favor of Gatchalian, whom the court appointed guardian upon Gabriel's petition.

In the meantime the finances of the wards had deteriorated considerably. Gabriel's last accounts as guardian showed a deficit of P3,730.10 as found by this Court in G. R. No. 42528. Aside from said deficit Gabriel as guardian had executed a second mortgage on the property of his wards in favor of the Santa Clara Monastery, of which he was the attorney in fact, to secure the payment of an additional loan of P2,500, with interest at 10 per cent per annum. That amount was paid to Fernandez Hermanos on account of a larger sum misappropriated by Gatchalian.

After assuming the guardianship of the persons and property of his children, Celerino Gatchalian desired to raise capital with which to engage in business and told Gabriel that one Navarro was willing to give him a loan of P12,000 on the house and lot in question. Gabriel suggested taking the house out of the court's custody as the most feasible way to "make a transaction" on it. In order to do that Gabriel would sue Gatchalian, bid for the property, and resell it to the latter. That scheme was agreed to by Gatchalian, and in pursuance thereof Gabriel, on October 13, 1931, instituted an action of foreclosure of mortgage against Gatchalian as guardian of his minor children (civil case No. 40614 of the Court of First Instance of Manila), alleging that the defendant had failed to pay to him the principal of the mortgage debt and the interest from August to October, 1931, amounting to P150. On the same date, October 13, 1931, Gatchalian filed an answer to the complaint of Gabriel, admitting each and every one of the allegations thereof. On the following day, October 14, 1931, Gabriel, as attorney for the Santa Clara Monastery, filed a complaint in intervention with a view to foreclosing its second mortgage of P2,500, alleging that the defendant had failed to pay both the principal and the interest at the rate of P20.33 a month, the total interest due being P208. Together with that complaint in intervention, Gatchalian's answer was filed, a pleading prepared either by Perfecto Gabriel himself or by one of his assistants, in which Gatchalian admitted each and every one of the allegations thereof and prayed that judgment be rendered accordingly. On October 16, 1931, judgment was rendered sentencing Celerino Gatchalian to pay to Perfecto Gabriel P6,000, with interest thereon at 10 per cent per annum from August 1, 1931, and the Santa Clara Monastery P2,500, with interest at 10 per cent per annum from November 1, 1931, until fully paid, plus an additional amount of P208 as accumulated interest from January 1 to October 31, 1931.

On February 13, 1932, pursuant to said judgment, the sheriff sold the mortgaged property to Perfecto Gabriel as the highest bidder for the sum of P9,600, in "complete satisfaction of the mortgage credit." On February 17, before the sale was approved by the court, Gabriel agreed to sell the property to Carmen Garchitorena, who then and there indorsed and delivered to Gabriel a check for P1,000 issued by Co Leco and Company, on account of the

purchase price. On the same date Gabriel wrote to Gatchalian as follows:

"MANILA, Feb. 17, 1932

"Sr. CELERIO GATCHALIAN

"CELERINO:

"Te remito copia del recibo de P1,000 hecho por Dña. Carmen, de modo que si pretendes quedarte con la finca puedes acudir a un abogado para que gestione lo conveniente a tus intereses.

(Edo.) "PERFECTO GABRIEL"

To quote from the decision of the Court of Appeals:

"Gatchalian was taken aback and hurriedly went to see Gabriel but did not find him in his house. He found only Rañoa, Gabriel's assistant, to whom he related his troubles. Ranoa said he knew nothing about the case beyond that the motion to confirm the sale was to be heard the next day. Rañoa advised Gatchalian to file a motion for postponement of Gabriel's motion to confirm the sale, and wrote a draft of such motion for Gatchalian to sign. Gatchalian copied the draft at the Canal de Panama grocery store, signed the clean copy, and filed it with the clerk of court. The hearing of the petition for the confirmation of the sale was continued in accordance with Gatchalian's motion. Then Gatchalian engaged Attorney Ernesto Zaragoza whose intervention was cut short by Gatchalian's agreeing to the approval of the sale. According to Gatchalian, the reason why he withdraw his opposition was because Gabriel renewed his promise to resell the property to him. He added that, relying on this promise, he looked for a broker and found one Velilla who said he could get a loan of P11,000 on the house. Gatchalian with Velilla and the prospective lender, a Chinese, went to Gabriel's law office and Ranoa drew a document of sale in Gatchalian's favor. But after that document was finished Ranoa remarked that it would be improper for Gatchalian to appear as the purchaser, he being the children's guardian in which observation Gabriel concurred. The money lender upon this turn of affairs receded, whereupon Velilla said that he would bring another 'capitalist' within twenty-four hours and suggested that the sale be made in favor of the minor's maternal grandmother. The next day Velilla and Gatchalian with another Chinese went to Gabriel's office but found Carmen Garchitorena there already signing a mortgage deed. Gatchalian also testified that Jose Machuca wanted to buy the house for P18,000, of which P12,000 was to be paid down and the rest in sixty days. Pedro Cantero, Machuca's representative, declared that he was told by Gabriel to come back after three or four days but that before that time expired he was informed by Gatchalian that the house had been sold. Velilla and Navarro gave evidence to corroborate Gatchalian's testimony in those particulars in connection with which their names were mentioned.

"On March 12, 1932, the sale was approved by the court. On March 16, Perfecto Gabriel executed a deed conveying the property for the alleged sum of P10,367 to Carmen Garchitorena. Simultaneously Carmen Garchitorena executed a deed mortgaging the same property to the Santa Clara Monastery to secure the payment of a loan of P9,000, with interest at 8 per cent per annum, subject to the condition that the said property shall not be sold nor encumbered without the previous authority in writing of the mortgage creditor. It was at this stage that Vicente Sotelo complained of Gabriel to the judge handling the guardianship proceedings, and was appointed guardian of the minors in substitution of Gatchalian so that this action might be commenced. On October 11, 1932, more than four months after this action was commenced, Antonio V. Rocha, Garchitorena's son-in-law, presented to Jesus Pellon for his signature two deeds, one of which purported to be an absolute deed of conveyance of the questioned property by Carmen Garchitorena in favor of Jesus Pellon for P12,000, subject to the mortgage in favor of the Santa Clara Monastery, and the other a deed of sale by Pellon to the children of Carmen Garchitorena. Gabriel, as attorney in fact of the Santa Clara Monastery, gave his conformity to the conveyance to Pellon but withheld his consent to the sale by Pellon to Carmen Garchitorena's children until one year later. Two certificates of title were successively issued to Gabriel, Garchitorena, and Pellon, but the register of deeds refused to recognize the right of Garchitorena's

children to have a new certificate made in their name, and he was sustained by the Court of First Instance on appeal.

"The property in question was assessed for tax purposes at P14,829, and according to the receivers' report filed on January 31, 1936, produced an income of P254 a month in rents.

"The Court of Appeals found the parties in disagreement regarding the circumstances under which Gabriel foreclosed the mortgage and Gatchalian confessed judgment and later gave his conformity to the sale of the mortgaged property. But in this connection the court said:

"The question is one of credibility and the trial judge, weighing probabilities, gave credence to Gatchalian and other plaintiff's witnesses. Our independent opinion is that these witnesses told the truth. Their story has the characteristic ring of verity and is the only hypothesis compatible with the circumstances."

Upon the foregoing facts the Court of Appeals based its confirmatory judgment.

We Cannot review and reverse those findings of fact. Consequently all the assignments of error discussed by the petitioners in their respective briefs, endeavoring to establish a different factual foundation, must be deemed overruled. We can only review the conclusions of law arrived at by the Court of Appeals, and shall proceed now to do so.

First. Were the facts proven sufficient to establish collusion between Gabriel and Gatchalian in the foreclosure suit instituted by the former against the latter? The Court of Appeals found as a fact that Gabriel and Gatchalian agreed to take the property of the minors from the custody of the court by foreclosing the mortgage on it so that Gabriel could buy the property at the sheriff's sale and later resell it to Gatchalian. Pursuant to that agreement Gatchalian entered a confession of judgment to the complaints filed by Gabriel in his own behalf and in that of his principal, the Santa Clara Monastery; and it was in virtue of that confession of judgment that the court, unaware of the agreement behind it between the former and the actual guardians, granted the prayers of the complaints of the two mortgagees, Perfecto Gabriel and the Santa Clara Monastery.

It is insisted by petitioner Gabriel that Gatchalian had no defense anyway against the complaints of foreclosure of mortgage and that his confession of judgment was not only proper but commendable in the interest of a prompt administration of justice. But Gatchalian was not sued in his personal capacity; he was sued as guardian of the property of his wards. And Gabriel, who sued him, was his predecessor as guardian and was the one who executed the Santa Clara mortgage on behalf of the minors. It had been his duty to preserve the estate of his wards. Moreover, he was formerly the employer and legal counsellor of Gatchalian. As the Court of Appeals said, "that relation has exerted a predominating influence in Gatchalian's mind." In no relation, except perhaps that of parent and child or husband and wife, are the elements of the confidence on one side and active good faith on the other more essential than in the relation of guardian and ward. The Government itself is in a sense the supreme guardian whom the individual guardian represents in its solicitude for the welfare of the wards. (25 Am. Jur., Guardian and Ward, sec. 205, p. 128.) If Gabriel wanted to collect his mortgage and the minors had no defense against its foreclosure, so that a court action and a sheriff's sale would only entail unnecessary expense, honesty and fidelity to his trust required of the guardian that he inform the court of the situation so that it could authorize the sale of the property to best advantage and save something for the minors.

Under these circumstances, the agreement and the conduct of Gabriel and Gatchalian in connection with the foreclosure proceeding cannot but be considered a collusion between them to induce the court into entering judgment in favor of Gabriel without any trial and without giving the minors affected an opportunity to protect their interests.

Perfecto Gabriel's position in relation to the minors and the property in question is indefensible. He held a

mortgage on said property since July 1, 1822. Yet when he prepared the will of the mortgagor devising said property to the minors, he allowed himself to be named guardian of their persons and property and, what is worse, he subsequently applied to the court for his appointment as such guardian without informing the court that he held a mortgage on the only property of said minors. As a lawyer of long experience, he knew or should have known that he could not serve antagonistic interests, and that if the court had been apprised that he was creditor and mortgagee of the estate of said minors, it would not have appointed him guardian. He not only failed to disclose to the court that he was mortgagee but deliberately misinformed the court in the guardianship proceeding that the first mortgagee was not he but the Santa Clara Monastery. Neither did he inform the court that he was the attorney-in-fact and the administrator of the funds of that institution.

"No man can serve two masters; for either he will hate the one, and love the other; or else he will hold to the one, and despise the other." The truth of this Divine doctrine is exemplified in the guardianship of the Gatchalian minors, wherein Perfecto Gabriel undertook to serve two masters; Perfecto Gabriel or the Santa Clara Monastery as mortgagee and the said minors as mortgagors. Of course, the latter were "despised" and had to institute a series of litigations lasting now over ten years to secure redress,

Second. Were the minors prejudiced by the foreclosure of the mortgage? It is contended by the petitioners that they were not, because, after all, the mortgage obligation was due and payable and the price at which the sheriff sold the mortgaged property to Gabriel was not unreasonably low. In this connection the petitioners vigorously assail the finding of fact made by the Court of Appeals that 'Jose Machuca was anxious to buy the property for P18,000, while Navarro and others were willing to give on it a loan more than sufficient to cover the obligation in favor of Gabriel and the Santa Clara Monastery.

It is an undisputed fact, however, that Gabriel bought the property at P9,600 and immediately sold it to Garchitorena for P10,367, thereby enriching himself at the expense of his former wards. Regardless of the Machuca offer to buy, or the Navarro offer to loan on, the property in question, and assuming that the sale by Gabriel to Garchitorena was genuine as contended by the petitioners, and not a mere scheme to frustrate the minors' recovery of said property as contended by the respondent, Gabriel's attempt to profit, however little, at the expense of the minors cannot be sanctioned by the Court. It was a breach of trust which the law condemns under any and all circumstances.

Third. The collusive conduct of the parties in the foreclosure suit constituted an extrinsic or collateral fraud by reason of which the judgment rendered therein may be annulled in this separate action. (*Anuran vs. Aquino and Ortiz*, 38 Phil., 29.) Aside from the *Anuran-Aquino* case, innumerable authorities from other jurisdictions may be cited in support of the annulment. But were there not any precedent to guide us, reason and justice would compel us to lay down such doctrine for the first time.

Petitioners rely upon the decisions of this Court in G. R. No. 40658, *Perfecto Gabriel vs. Vicente Sotelo* and Hon. Pedro Ma. Sison, promulgated December 13, 1933, and G. R. No. 42528, *Vicente Sotelo vs. Perfecto Gabriel*, promulgated March 31, 1938, as a bar against the present action.

The first of said cases (G. R. No. 40658) was an outcrop of the foreclosure suit (civil case No. 40614 of, the Court of First Instance of Manila) that arose subsequent to the commencement of the present action, in the following manner: On September 20, 1933, that is to say, more than a year after this action was commenced, the herein respondent filed a motion in said civil case No. 40614 praying that the order approving the sale of the mortgaged property by the sheriff to Gabriel be reconsidered and set aside. Upon that motion Judge Sison, on September 29, 1933, entered the following order:

"Apareciendo por los affidavits de los señores Celerino Gatchalian y el abogado Ernesto Zaragoza, y por las

alegaciones de la demanda enmendada imida a dicha mocion y marcada Exhibit A, que exist.e motivo de accion contra los demandados en la causa civil No. 42092, y siendo como son bienes do menores los que se discuten en ella, por la presente se reconsidera el Auto de este Juzgado de fecha 12 de marzo de 1932 dejandolo sin valor ni efecto legal, como se pide por el nuevo tutor Vicente Sotelo en su escrito de fecha 20 del actual." (Pages 157-158, brief for petitioner Perfecto Gabriel.)

Gabriel moved to reconsider said order, and that motion was resolved by the same judge as follows:

"Constando en auots que el tutor Vicente Sotelo, de los menores llamados Celerino Gatchalian y ortos ha incoado una accion reivindicatoria de la finca No. 97 de la Calle Santa Potenciana de la propiedad de los menores cuoy objecto es anular la venta de al misma, NO HA LUGAR a proveer por ahora la mociones presentadas por la representancia de Perfesto Gabriel, Carmen Garchitorea y su esposo Joaquin Perez de fecha 7 y 10 de octubre, 1933, y se suspende toda la tramitacion de este asunto hasta que se falle en difinitiva dicha accion reivindicatoria. Asi se ordena." (Pages 158-159, id)

Thereupon Gabriel by certiorari sought from this Court the annulment of said orders, and this Court granted his petition on the ground that eighteen months having elapsed after the approval of the sheriff's sale, the court lacked jurisdiction to reopen the case.

The very fact that the order of Judge Sison had been entered without jurisdiction, for which reason it was annulled, is sufficient to show that neither said order nor the judgment of this Court annulling it can be invoked as a basis for the plea of res judicata. As a matter of fact the last order of Judge Sison merely held the matter in abeyance pending the final result of this action. The holding of this Court that the foreclosure proceeding could not be reopened after the lapse of the six months' period provided by section 113 of Act No. 190, does not imply that said proceeding cannot be assailed and annulled in a separate action on the ground of extrinsic fraud practised upon the court. The Anuran-Aquino case above cited was instituted after a similar attempt under section 113 of the Code of Civil Procedure had failed in the administration proceedings wherein the order assailed was entered; and this Court held that since the application for relief under section 113 was denied for lack of jurisdiction, such denial could not be relied upon to sustain the contention that the question of the validity and legality of the original order was res adjudicata.

The second case (G. R. No. 42528) was an incident in the guardianship proceeding that arose also subsequent to the commencement of this action in the following manner: On October 4, 1933, that is to say, one year and four months after the present action was commenced, the herein respondent questioned the accounts presented by the petitioner Perfecto Gabriel as former guardian, and the court sustained him and ordered the ex-guardian to reimburse to the minors the sum of P7,013.02. From that order Gabriel appealed to this Court, which found that the accounts of the guardian, instead of showing a superavit of P7,013.02, showed a deficit of P3,730.12. In that accounting incident, the present guardian claimed that the principal of the loan of P6,000 had been partly paid and reduced to P3,000. To rebut that contention Gabriel invoked the confession of judgment made by Gatchalian in the foreclosure suit, but Sotelo Alleged that that confession of judgment was made pursuant to a collusion between Gabriel and Gatchalian. This Court said that such collusion seemed to be untrue (parece inverosimil) and refused to consider it for the purpose of indirectly attacking the validity of the judgment entered in the foreclosure suit. Thus this Court said: "La supuesta nulidad de dicha sentencia no puede ser discutida ni siquiera considerada a menos que se hay a incoado una aecion directamente encaminada a tal fin." It is clear, therefore, that this Court did not and could not in said incident pass upon the nullity of the judgment entered in the foreclosure proceeding. That being so, the validity of said judgment is not res adjudicata. Indeed, bow can the plea of res judicata prosper in the absence of identity both of the subject matter and of the cause of action?

Petitioners vehemently invoke reasons of public policy which favor the stability of judicial decisions. Suffice it

for us to say that such reasons are mute in the presence of fraud, which the law abhors.

The annulment of the judgment entered in the foreclosure suit necessarily carries with it the annulment of the sale made by the sheriff pursuant to said judgment as well as the annulment of the order of the court approving that sale. The limbs cannot survive after the trunk has perished.

Fourth. It only remains for us to determine whether or not the sale by Gabriel to Garchitorena was valid. The trial court found that sale fictitious, and the Court of Appeals said that that conclusion was not without sufficient evidence to support it. Nevertheless, the Court of Appeals did not base its judgment upon the finding that the sale was simulated. It held that even assuming that the sale was genuine, Garchitorena was not a purchaser in good faith because "she was fully aware of the history of the present case and of the house she bought"; that she could not ignore Gatchalian's solicitude and eagerness to keep the said house for his children; but that when Gatchalian and others met her in Gabriel's law office on March 16, 1932, and Gatchalian told her that he was coming back to talk to her about the matter, she told Gatchalian not to come because, she said, she was leaving for Camarines that afternoon.

On the other hand, petitioner Garchitorena maintains that she is an innocent purchaser for value and invokes the Torrens system on the theory that she has a Torrens title to the property in question. It will be remembered, however, that she agreed to buy the property from Perfecto Gabriel before the latter had secured a Torrens title thereto in his name. In other words, she did not rely upon Gabriel's Torrens title but merely upon the sheriff's certificate of sale, which had not yet even been approved by the court at the time she agreed to buy the property from Gabriel.

As a matter of fact, Garchitorena has completely divested herself of the title to the property in question, which now stands in the name of Jesus Pellon, who did not appeal and thereby acquiesced in the judgment ordering the cancellation of said title. Garchitorena's conduct in simulating the transfer of the property in question to Jesus Pellon after the commencement of this action was inconsistent with honesty and good faith.

After considering all the facts and circumstances, we are not inclined to disturb the conclusion of the Court of Appeals that Garchitorena was not an innocent purchaser. We note further that Garchitorena has not filed any cross-complaint against her co-defendant Gabriel to recover what she claims to have paid to him together with damages—which she could properly have done. If such omission was voluntary, it would tend to strengthen the theory that she had acted merely as Gabriel's dummy. But let us give her the benefit of the doubt, as the Court of Appeals apparently did by making the prudent reservation in the appealed decision to the effect that whatever action Carmen Garchitorena may have against Perfecto Gabriel growing out of annulment of the sale by Gabriel to her is left open for determination in a separate suit.

The judgment appealed from is affirmed, with costs against the petitioners. So ordered.

Yulo, C. J., Moran, Bocobo, and Generoso, JJ., concur.

**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.