

**THE GOVERNMENT OF THE PHILIPPINE ISLANDS, APPLICANT, VS.
AGUSTIN JAVIER, CLAIMANT AND APPELLANT, CORNELIA
HECHANOVA, CLAIMANT AND APPELLEE.**

G.R. No. 30421. August 28, 1929

Ponente: JOHNS, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-30421/>

JOHNS, J.:

It is but fair to say that opposing counsel have submitted able and exhaustive briefs. In the final analysis, the real question involved is the legal force and effect of what is known in the record as Exhibit B, which purports to be a deed by Catalino Hechanova to Javier for an undivided one-half interest in the lots for a consideration of P2,000. The lower court held that the deed was null and void and without consideration; that the money was never paid. That is purely a question of fact, and hence the findings of the trial court are entitled to weight.

Upon that point there is a sharp conflict in the evidence. Both Javier and the notary, who prepared the deed positively testified that P1,000 was paid to Catalino Hechanova in the office of the notary at the time the deed was executed, and there is evidence tending to show that the remaining P1,000 was paid to him prior to his death. We are clearly of the opinion that the P2,000 was paid to Catalino Hechanova, and that he executed the deed in question. It also appears that at the time Catalino Hechanova was an old man and nearly blind, and that he executed the deed with a thumb mark, for the reason that he was not able to write his name. That Javier is his son-in-law and employed a notary to prepare the deed. The deed was executed on April 15, 1919, and the appellee claims that it appears from the sworn affidavit of Javier in his application to approve his title, that the lots in question are assessed at P69,210. From an examination of those affidavits, it is extremely doubtful if they will bear that construction. Be that as it may, it is apparent from the record that in March, 1921, the lots ranged from P20,000 to P30,000, the one-half of which would be P10,000 or P15,000. There is also a sharp conflict in the evidence as to whether or not Javier ever took possession of the property or claimed to own it until after the death of Catalino Hechanova. The evidence for the appellee is clear and positive that he never did take possession and that she never knew of the execution of the deed until Javier filed his proof of claim in the land registration case in March, 1921, and that from the execution of the deed in April, 1919, he never claimed or asserted any right to or shared in the fruits, rents and profits of the land. As stated, we are clearly of the opinion that Javier paid to Catalino Hechanova P2,000, as he contends, which is the consideration named in the deed. We are also of the opinion that the consideration for the deed is grossly inadequate and that Catalino Hechanova never intended to convey an absolute title to the land for P2,000. The fact that he was an old man; that he was nearly blind; that Agustin Javier was his son-in-law; and that the consideration was grossly inadequate all tend to show that Javier drove an unconscionable bargain in obtaining the deed. Owing to the relations existing between them and the age of the old man and his want of eyesight, it devolved upon Javier to be fair and just rather than to overreach him. In other words, we are clearly of the opinion that it was never the purpose or intent of Catalino Hechanova to make an absolute conveyance to Javier of the lots in question for a consideration of P2,000, and that the deed, known in the record as Exhibit B, cannot be sustained as a conveyance of the legal title to Javier of the lots in question. In

that respect, but for different reasons, the judgment of the lower court, decreeing the registration of the lots in question in the names of Catalino Hechanova and Vicenta Guriesa, is affirmed. Javier having paid the P2,000, we are also clearly of the opinion that he is entitled to, and should have, a preferred lien on an undivided half of the lots in question for that amount dating from the date of the execution of the deed, with interest thereon from that date at the rate of 6 per cent per annum until paid, which preferred lien on such half interest shall be noted on such certificate of title of Catalino Hechanova and Vicenta Guriesa.

For failure to pay such lien with accrued interest within ninety days after this judgment becomes final, Javier shall have the legal right to enforce it in an appropriate proceeding and to have such interest sold and the proceeds of sale applied to the satisfaction; of his preferred lien.

The judgment of the lower court as to the registration of the title to the lots in question in the names of Catalino Hechanova and Vicenta Guriesa, in that respect, is affirmed, but Agustin Javier is hereby decreed a preferred lien in his favor on an undivided one-half interest on the lots in question for the sum of P2,000 dating from April 15, 1919, together with interest thereon from that date at the rate of 6 per cent per annum until paid, which preferred lien with such interest shall be noted on the title of Catalino Hechanova and Vicenta Guriesa. Neither party to recover costs on this appeal. So ordered.

Avanceña, C. J., Johnson, Street, Villamor, Romualdez, and Villa-Real, 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.