

Title: Socorro Ledesma and Ana Quitco Ledesma v. Conchita McLachlin, et al.

Facts:

The roots of the case trace back to the early 20th century when Socorro Ledesma cohabited with Lorenzo M. Quitco from 1916 to 1921, during which Ana Quitco Ledesma was born. Subsequently, after the end of their relationship, Lorenzo Quitco acknowledged Ana as his natural daughter via a deed in 1921 and issued a promissory note to Socorro for PHP 2,000 dated January 21, 1922. Lorenzo later married Conchita McLachlin, siring four children, then died on March 9, 1930. Afterward, his father, Eusebio Quitco, also passed away on December 15, 1932, leaving behind an estate.

Upon Eusebio's death, Lorenzo's debts, including the promissory note to Socorro, became a point of contention. Socorro filed a claim for the promissory note in Eusebio's intestate proceedings in 1935; however, the commissioners rejected it citing lack of jurisdiction. Furthermore, in the 1933 declaration of heirs for Eusebio's estate, Ana was not included. Despite this initial non-inclusion and the adverse ruling, Socorro initiated a separate legal action—the current case under review—against the heirs of Eusebio for acknowledgment of Ana and recovery of the promissory note debt.

Procedurally, this case escalated through the Philippine legal system ultimately reaching the Supreme Court on appeal by Conchita McLachlin and her children. They disputed the lower court's judgment declaring Ana a natural child of Lorenzo, denying Ana's share in Eusebio's estate, and ordering the repayment of PHP 1,500 to Socorro.

Issues:

1. Whether the action to recover the sum of PHP 1,500 from the promissory note (Exhibit C) has prescribed.
2. Whether the property inherited from Eusebio Quitco by the defendants is subject to the debts and obligations of their deceased father.
3. Appropriateness of jointly and severally ordering the defendants to pay Socorro Ledesma the sum of PHP 1,500.

Court's Decision:

The Supreme Court ruled that:

1. The filing of a claim against Eusebio Quitco's estate for a debt incurred by Lorenzo did not suspend the prescriptive period of the action to recover that debt. Since more than ten years had passed from the due date of the last installment of the promissory note, the action

has prescribed, leading to the dismissal of complaint regarding this claim.

2. The heirs inheriting by representation (the children of Lorenzo who inherited from Eusebio) cannot be held liable for the debts of their deceased father, Lorenzo, because they inherited nothing from him directly. Inheritances are received with the benefit of inventory, implying heirs are only liable to the extent of the estate they receive.

3. Consequently, the third error assigning the joint and several liabilities to the defendants to pay Socorro PHP 1,500 was also upheld, absolving them from this claim.

Doctrine:

- Filing a monetary claim in the intestate proceedings of one's grandfather does not interrupt the prescription period for the recovery of the debt owed by one's deceased father.
- Claims for debts of the deceased cannot be collected from the estate administered in intestate proceedings of the debtor's father, and heirs only answer for debts with the property they receive from their predecessor.

Class Notes:

- Prescription period for debt recovery: Under Section 43, No. 1 of the Code of Civil Procedure, an action for a debt's recovery prescribes after ten years from when it becomes due.
- Heirs' liability: Article 924 to 927, Civil Code; heirs are liable only to the extent of the inheritance received and cannot be held liable for debts beyond that estate.
- Right of Representation: Heirs represent their deceased ancestors in inheriting from the latter's ascendants, but this does not extend to debts not inherited.
- Benefit of Inventory: When inheriting, beneficiaries are entitled to an inventory to ascertain the extent of liability on debts of the deceased.

Historical Background:

This case reflects the legal norms and family law concerns of the 1920s-1930s in the Philippines during the American colonial period. It appeals to an understanding of natural children's rights and the complexities involving promissory notes, acknowledgment deeds, and the doctrine of prescription. It also shows the evolving nature of inheritance law and obligations of heirs during early Philippine civil jurisprudence.