

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

Facts: In a case that reached the Supreme Court of the Philippines through an appeal, the plaintiffs, Socorro Ledesma and her daughter Ana Quitco Ledesma, contested a decision by the Court of First Instance of Occidental Negros regarding the inheritance of Ana as the acknowledged natural daughter of the deceased Lorenzo M. Quitco and the recovery of a loan made by Lorenzo to Socorro. The underlying facts are as follows:

From 1916 to 1921, Socorro Ledesma cohabitated with Lorenzo M. Quitco, who was then single, resulting in the birth of their daughter, Ana Quitco Ledesma. Although the relationship ended, Lorenzo acknowledged Ana as his natural daughter in a deed (Exhibit A) and issued a promissory note (Exhibit C) to Socorro, promising to pay her 2,000 Philippine pesos in installments, with the last due two years from January 21, 1922. Lorenzo eventually married Conchita McLachlin, with whom he had four children, all defendants in the case. Lorenzo passed away on March 9, 1930, and his father, Eusebio Quitco, died on December 15, 1932.

Following Eusebio Quitco's death, his estate entered intestate proceedings (Case No. 6153), during which Socorro filed a claim with the committee on claims for the unpaid balance of the promissory note. However, the claim was denied due to alleged lack of jurisdiction. Subsequent orders in the intestate proceedings excluded Ana from the list of heirs. Socorro contested this, requesting reconsideration, which the court denied. No appeal was filed; instead, the current case was initiated.

Procedurally, after moving through the lower courts, the case reached the Supreme Court on the appeal of the defendants, who argued that the trial court made several errors, including finding the action for the recovery of P1,500 from the promissory note had not prescribed, and, in the second cause of action, ordered the defendants to pay Socorro jointly and severally.

Issues: The legal issues before the Supreme Court were:

1. Whether the action for the recovery of the sum of P1,500 from the promissory note had prescribed.
2. Whether the property inherited by the defendants from their grandfather, Eusebio Quitco, by the right of representation, is subject to the debts and obligations of their deceased father, Lorenzo, who died without property.
3. Whether it was proper for the trial court to order the defendants to pay the sum of P1,500

to plaintiff Socorro Ledesma.

Court's Decision: The Supreme Court analyzed the issues meticulously and determined:

1. The action to recover the unpaid balance of the promissory note had prescribed, as it was filed more than ten years after the debt was due.
2. The defendants, as heirs of Eusebio Quitco, are not responsible for the debts of Lorenzo Quitco, from whom they inherited nothing.
3. The defendants should be absolved from the complaint because the previous issues were resolved in their favor.

Thus, the Supreme Court reversed the appealed judgment and absolved the defendants from the complaint, with the costs to the appellees.

Doctrine:

1. Filing a claim with a committee on claims and appraisal for a monetary obligation of a deceased does not suspend the prescriptive period for judicial action to recover the debt.
2. The children, as heirs representing their deceased parent, are not liable for the debts of the parent unless they have inherited assets from them.

Class Notes:

- Prescription period for monetary obligations (Code of Civil Procedure, section 43, No. 1): The action must be filed within ten years, or it becomes time-barred.
- Inheritance with the benefit of inventory: Heirs only answer with the properties they received from the deceased, not with their personal assets.
- Representation in inheritance: A child represents a deceased parent in the inheritance of their grandparent but does not assume the parent's debts without inheriting from them.

Historical Background:

The case demonstrates the application of the Spanish Civil Code provisions and the then-current Code of Civil Procedure. The legal principles of prescription, inheritance, and representation in this context reflect the amalgamation of Spanish civil law tradition and American procedural influence during the pre-World War II era in the Philippines. It also highlights the evolving jurisprudence on the liability of heirs for the debts of their ancestors and the rights of acknowledged natural children in inheritance matters.