

****Title:**** *Purita Alipio vs. Court of Appeals and Romeo G. Jaring*

****Facts:****

Respondent Romeo Jaring was the lessee of a fishpond in Bataan, which he subsequently subleased to the spouses Alipio and Manuel. The rent was set at P485,600.00, payable in two installments. Despite paying the first installment, the sublessees failed to fully pay the second installment, accruing a balance of P50,600.00. Jaring demanded payment, but to no avail, leading him to file a collection suit against both couples at the Regional Trial Court (RTC) of Bataan on October 13, 1989. Purita Alipio moved to dismiss the case citing the death of her husband and arguing that the claim should be settled in the estate of the decedent, as per the Rules of Court. The trial court denied this motion, ruling that Purita, being a party to the contract, could be independently sued along with the Manuel spouses. The court then ordered them to pay the balance and attorney's fees. Purita appealed to the Court of Appeals (CA), which upheld the RTC's decision, leading her to file a petition with the Supreme Court (SC).

****Issues:****

1. Whether a creditor can sue the surviving spouse for a debt owed by the conjugal partnership in an ordinary proceeding or whether such claim should be filed in the settlement of the estate of the decedent.
2. Whether the obligation of the spouses under the sublease contract is solidary or merely joint.

****Court's Decision:****

The Supreme Court reversed the decisions of the lower courts. It held that the correct procedure for recovering debts chargeable against the conjugal partnership upon one spouse's death is through the settlement of the decedent's estate, not through an independent suit against the surviving spouse. It clarified that upon the death of one spouse, the conjugal partnership is dissolved, and its liabilities should be settled in the estate proceedings. The Court also determined that the obligation of the Alipio and Manuel spouses under the sublease contract was joint, not solidary, meaning each couple was responsible for their portion of the debt, not the entire amount collectively.

****Doctrine:****

This case establishes that claims against a conjugal partnership owing to a debt incurred during the marriage should be pursued in the settlement of the estate of the deceased spouse. The surviving spouse cannot be independently sued for the whole debt in an ordinary proceeding. Furthermore, unless explicitly stated or mandated by law or the nature of the obligation, debts contracted by multiple parties are presumed to be joint.

****Class Notes:****

1. ****Conjugal Partnership Liability:**** Debts incurred by the husband or the wife for the benefit of the conjugal partnership are chargeable against the partnership.
2. ****Procedure Upon Death:**** Upon the death of a spouse, the administration of the conjugal partnership's assets and liabilities transfers to the estate proceedings, not the surviving spouse.
3. ****Joint vs. Solidary Obligations:**** In the absence of an explicit statement or law to the contrary, obligations undertaken by multiple parties are presumed joint, not solidary.
4. ****Key Statutes and Provisions:****
 - Civil Code, Art. 161(1) on conjugal partnership liabilities.
 - Rules of Court, Rule 73, §2 on settlement of estate.
 - Civil Code, Art. 1207 on the nature of multi-party obligations.

****Historical Background:****

This case highlights the interplay between family law and the procedural aspects of debt recovery within the Philippine legal system. It underscores the protective measures in place for the surviving spouse and the estate of the deceased, ensuring that creditors follow the proper legal procedures for claim settlements. This ruling reinforces the importance of estate proceedings in handling debts and obligations that pertain to conjugal partnerships, reflecting the legal system's approach to balancing creditors' rights with family protection principles.