

SOCCORO LEDESMA AND ANA QUITCO LEDESMA, PLAINTIFFS AND APPELLEES, VS. CONCHITA MCLACHLIN ET AL., DEFENDANTS AND APPELLANTS.

G.R. No. 44837. November 23, 1938

Ponente: VILLA-REAL, J.

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VILLA-REAL, J.:

This case is before us by virtue of an appeal taken by the defendants Conchita McLachlin, Lorenzo Quitco, jr., Sabina Quitco, Rafael Quitco and Marcela Quitco, from the decision of the Court of First Instance of Occidental Negros, the dispositive part of which reads:

"For the foregoing considerations, the court renders judgment in this case declaring Ana Quitco Ledesma an acknowledged natural daughter of the deceased Lorenzo M. Quitco, for legal purposes, but absolving the defendants of to the prayer in the first cause of action that the said Ana Quitco Ledesma be declared entitled to share in the properties left by the deceased Eusebio Quitco.

"As to the second cause of action, the said defendants are ordered to pay to the plaintiff Socorro Ledesma, jointly and severally, only the sum of one thousand five hundred pesos (P1,500), with legal interest thereon from the filing of this complaint until fully paid. No pronouncement is made as to the costs. So ordered."

In support of their appeal, the appellants assign the following errors allegedly committed by the trial court in its aforesaid decision:

"1. That the trial court erred in holding that the action for the recovery of the sum of P1,500, representing the last installment of the note Exhibit C has not yet prescribed.

"2. That the trial court erred in holding that the property inherited by the defendants from their deceased grandfather by the right of representation is subject to the debts and obligations of their deceased father who died without any property whatsoever.

"3. That the trial court erred in condemning the defendants to pay jointly and severally the plaintiff Socorro Ledesma the sum of P1,500."

The only facts to be considered in the determination of the legal questions raised in this appeal are those set out in the appealed decision, which have been established at the trial, namely:

"In the year 1916, the plaintiff Socorro Ledesma lived maritally with Lorenzo M. Quitco, while the latter was still single, of which relation, lasting until the year 1921, was born a daughter who is the other plaintiff Ana Quitco Ledesma. In 1921, it seems that the relation between Socorro Ledesma and Lorenzo M. Quitco came to an end, but the latter executed a deed (Exhibit A), acknowledging the plaintiff Ana Quitco Ledesma as his natural daughter, and on January 21, 1922, he issued in favor of the plaintiff Socorro Ledesma a promissory note (Exhibit C), of the following tenor:

" 'P2,000. For value received I promise to pay Miss Socorro Ledesma the sum of two thousand pesos (P2,000)

Philippine currency under the following terms: Two hundred and fifty pesos (P250) to be paid on the first day of March, 1922; another two hundred and fifty pesos (P250) to be paid on the first day of November, 1922; the remaining one thousand and five hundred (P1,500) to be paid two years from the date of the execution of this note. San Enrique, Occ. Negros, P. I., Jan. 21, 1922.'

"Subsequently, Lorenzo M. Quitco married the defendant Conchita McLachlin, with whom he had four children, who are the other defendants. On March 9, 1930, Lorenzo M. Quitco died (Exhibit 5), and, still later, that is, on December 15, 1932, his father Eusebio Quitco also died, and as the latter left real and personal properties upon his death, administration proceedings of said properties were instituted in this court, the said case being known as the 'Intestate of the deceased Eusebio Quitco,' civil case No. 6153 of this court.

"Upon the institution of the intestate of the deceased Eusebio Quitco and the appointment of the committee on claims and appraisal, the plaintiff Socorro Ledesma, on August 26, 1935, filed before said committee the aforequoted promissory note for payment, and the commissioners, upon receipt of said promissory note, instead of passing upon it, elevated the same to this court en consulta (Exhibit F), and as the Honorable Jose Lopez Vito, presiding over the First Branch, returned said consulta and refrained from giving his opinion thereon (Exhibit C), the aforesaid commissioners on claims and appraisal, alleging lack of jurisdiction to pass upon the claim, denied the same (Exhibit H).

"On November 14, 1933 (Exhibit I), the court issued an order of declaration of heirs in the intestate of the deceased Eusebio Quitco, and as Ana Quitco Ledesma was not included among the declared heirs, Socorro Ledesma, as mother of Ana Quitco Ledesma, asked for the reconsideration of said order, a petition which the court denied. From the order denying the said petition no appeal was taken, and in lieu thereof there was filed the complaint which gives rise to this case."

The first question to be decided in this appeal, raised in the first assignment of alleged error, is whether or not the action to recover the sum of P1,500, representing the last installment for the payment of the promissory note Exhibit C, has prescribed.

According to the promissory note Exhibit C, executed by the deceased Lorenzo M. Quitco, on January 21, 1922, the last installment of P1,500 should be paid two years from the date of the execution of said promissory note, that is, on January 21, 1924. The complaint in the present case was filed on June 26, 1934, that is, more than ten years after the expiration of the said period. The fact that the plaintiff Socorro Ledesma filed her claim, on August 26, 1933, with the committee on claims and appraisal appointed in the intestate of Eusebio Quitco, does not suspend the running of the prescriptive period of the judicial action for the recovery of said debt, because the claim for the unpaid balance of the amount of the promissory note should not have been presented in the intestate of Eusebio Quitco, the said deceased not being the one who executed the same, but in the intestate of Lorenzo M. Quitco, which should have been instituted by the said Socorro Ledesma as provided in section 642 of the Code of Civil Procedure, authorizing a creditor to institute said case through the appointment of an administrator for the purpose of collecting his credit. More than ten years having thus elapsed from the expiration of the period for the payment of said debt of P1,500, the action for its recovery has prescribed under section 43, No. 1, of the Code of Civil Procedure.

The first assignment of alleged error is, therefore, well-founded.

As to the second assignment of alleged error, consisting in that the trial court erred in holding that the properties inherited by the defendants from their deceased grandfather by representation are subject to the payment of debts and obligations of their deceased father, who died without leaving any property, while it is true that under the provisions of articles 924 to 927 of the Civil Code, a child represents his father or mother who died before him in

the properties of his grandfather or grandmother, this right of representation does not make the said child answerable for the obligations contracted by his deceased father or mother, because, as may be seen from the provisions of the Code of Civil Procedure referring to partition of inheritances, the inheritance is received with the benefit of inventory, that is to say, the heirs only answer with the properties received from their predecessor. The herein defendants, as heirs of Eusebio Quitco, in representation of their father Lorenzo M. Quitco, are not bound to pay the indebtedness of their said father from whom they did not inherit anything.

The second assignment of alleged error is also well-founded.

Being a mere sequel of the first two assignments of alleged errors, the third assignment of error is also well-founded.

For the foregoing considerations, we are of the opinion and so hold: (1) That the filing of a claim before the committee on claims and appraisal, appointed in the intestate of the father, for a monetary obligation contracted by a son who died before him, does not suspend the prescriptive period of the judicial action for the recovery of said indebtedness; (2; that the claim for the payment of an indebtedness contracted by a deceased person cannot be filed for its collection before the committee on claims and appraisal, appointed in the intestate of his father, and the properties inherited from the latter by the children of said deceased do not answer for the payment of the indebtedness contracted during the lifetime of said person.

Wherefore, the appealed judgment is reversed, and the defendants are absolved from the complaint, with the costs to the appellees. So ordered.

Avanceña, C. J., Imperial, Diaz, Laurel, and Concepcion, JJ., concur.

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