

**\*\*Title:\*\*** Macondray & Co., Inc. vs. Ruperto K. Kangleon

**\*\*Facts:\*\***

Macondray & Company, Inc. (plaintiff) entered into a sales agreement on credit with defendants Perfecto Piñon and Conrado Piring (principal debtors) upon the letter of guarantee presented by Senator Ruperto K. Kangleon on January 30, 1954. The agreement entailed the sale of 127 rolls of cinematographic films for a total of P6,985, payable by May 9, 1954. Upon failure of Piñon and Piring to fulfill their payment obligations, the plaintiff sought to enforce the guarantee by Kangleon. However, Kangleon contested this, claiming the letter was merely an introduction and did not signify an actual guarantee. The case moved through the legal system when defendants Piñon and Piring defaulted by not responding to the complaint, leading to a default judgment against them, which was then extended to include Kangleon based on his alleged guarantee. The case was submitted for judgment based on a stipulation of facts, where both parties agreed upon the basic events but disputed the interpretation and legal effect of Kangleon's letter and subsequent actions.

**\*\*Issues:\*\***

1. Whether Ruperto K. Kangleon's letter constituted a contract of guarantee.
2. Whether the contract of guarantee was valid without explicit acceptance from the plaintiff.
3. Whether the contract of guarantee extended to the actual transaction between Macondray & Co., Inc., and the principal debtors despite differences in the items and payment terms initially mentioned by Kangleon.
4. The effect of Kangleon's death on the proceedings and his obligation under the alleged contract of guarantee.

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

The Supreme Court of the Philippines affirmed the lower court's decision, holding Ruperto K. Kangleon (and subsequently, his heirs) liable under the contract of guarantee. The Court determined that:

1. Kangleon's letter did indeed constitute a contract of guarantee, as it explicitly pledged payment for the debt of the principal debtors, Piñon and Piring.
2. The contract of guarantee was valid without express acceptance being communicated to Kangleon since his commitment became effective upon the execution of the primary contract between the plaintiff and the principal debtors.
3. The slight variations between the guaranteed transaction mentioned in Kangleon's letter and the actual sale did not invalidate the guarantee, as the essence and subject matter

(cinematographic films) remained the same and the eventual contract was less onerous than what was initially guaranteed.

4. The liability under the contract of guarantee was transferable to Kangleon's heirs following his death during the appeal.

**\*\*Doctrine:\*\***

- A contract of guarantee is not a formal contract and is valid in any form, provided all essential requisites for its validity are present, complying with the statute of frauds.
- The obligation of a guarantor can extend only up to what is stipulated within the guarantee, but slight variances in the details of the guaranteed obligation that do not render the guarantor's obligation more burdensome do not invalidate the guarantee.

**\*\*Class Notes:\*\***

- **\*\*Contracts of Guarantee:\*\*** Not subject to formal requirements but must comply with the statute of frauds; a guarantor's commitment is effective upon the formation of the primary obligation without needing explicit acceptance from the party in whose favor the guarantee is made.
- **\*\*Alterations in Guaranteed Contract:\*\*** Minor changes in the specifics of the contract that do not increase the burden on the guarantor do not invalidate the guaranty.
- **\*\*Guarantor's Liability Post-Death:\*\*** The obligation under a contract of guarantee extends to the heirs of the guarantor if the guarantor passes away during legal proceedings.

**\*\*Historical Background:\*\***

This case illustrates the interplay between commercial transactions and personal assurances involving high-profile individuals (e.g., a Senator), highlighting the judiciary's role in interpreting informal guarantees and the binding nature of words in contractual relations in the Philippines during the Mid-20th century. It shows the court's firm stance on personal guarantees that are made formally or informally by individuals in positions of power, reaffirming the importance of accountability and the legal obligations that arise from personal endorsements in business transactions.