

**INTERNATIONAL HARVESTER MACLEOD, INC., ET AL.,
PETITIONERS, VS. AGO TIMBER CORPORATION, ET AL.,
RESPONDENTS.***G.R. No. L-32905. January 21, 1983*Read online (full-text search, related cases, audio case brief): <https://batas.org/library/f4c063b23c00/>**PER CURIAM:**

This is a petition for review on certiorari of the decision of the Court of Appeals, dated October 20, 1970, setting aside the order of the former Court of First Instance of Agusan, dated June 19, 1968, issued in Civil Case No. 1178, entitled: "Ago Timber Corporation, et al. vs. International Harvester Macleod, Inc., et al.," which found that there has been no change in the situation of the parties which makes the execution of the decision of said lower Court, dated September 12, 1967, based on a compromise agreement inequitable, and lifted and set aside its order, dated February 27, 1968, temporarily staying the public auction on the properties levied on the property of respondent corporation by petitioner corporation, and thereby allowing the execution of its aforesaid decision approving the compromise agreement. It appearing that (1) the respondent corporation had brought an action against petitioner corporation in the Court of First Instance of Agusan for annulment and/or reformation of instruments, damages and preliminary injunction; (2) the parties had entered into a compromise agreement on the basis of which the lower court on September 12, 1967 rendered judgment approving the said agreement; (3) one of the stipulations in said agreement was that failure on the part of respondent corporation to pay any two successive installments of its debt to petitioner corporation amounting to P360,143.99 would entitle the latter to ask for execution of said installments and to ask for execution of the entire amount remaining unpaid; (4) respondent had failed to pay the installments for the months of October and November 1967, amounting to P130,000.00 in violation of the compromise agreement; (5) the main issue in this case is whether or not there has been a material change in the situation of the parties since the promulgation of the decision by way of compromise agreement so as to justify the recall of the writ of execution issued by the lower court, and this Court finds that there is no mention at all, much less any allegation in the compromise agreement, that the spare parts account refers to the standing credit line given by said defendant (petitioner corporation) to plaintiff (respondent corporation) for spare parts so that plaintiff may from time to time draw on credit the necessary spare parts to enable it to operate the tractors and heavy equipment subject-matter of the complaint, upon which the Court of Appeals justified its finding that there has been a change in the situation of the parties that would justify remand of the records of the case to the court of origin for reception of evidence "on the issue of whether or not it was agreed by the parties that once the spare parts account has been fully settled by the plaintiff, it can again draw from the defendant spare parts on credit, including the services of the latter's expert mechanic," the Court Resolved (1) to SET ASIDE the decision of the Court of Appeals, dated October 20, 1970, and to UPHOLD the decision of the Court of First Instance of Agusan on June 19, 1968; and (2) to DISSOLVE the writ of preliminary injunction issued ex-parte by the Court of Appeals. Costs against the private respondent.

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