

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MAINE**

In re: ) Chapter 11  
)  
**MONTREAL MAINE & ATLANTIC** ) Case No. 13-10670 (PGC)  
**RAILWAY, LTD.,** )  
)  
)  
Debtor. )

**LIMITED RESPONSE AND JOINDER OF WORLD FUEL ENTITIES  
IN SUPPORT OF CONFIRMATION OF THE TRUSTEE’S  
REVISED FIRST AMENDED PLAN OF LIQUIDATION DATED JULY 15, 2015**

The World Fuel Entities<sup>1</sup> submit this limited response and joinder (this “Response”) in support of confirmation of the *Trustee’s Revised First Amended Plan of Liquidation Dated July 15, 2015* [Docket No. 1534] (the “Plan”), proposed by Robert J. Keach (the “Trustee”), in his capacity as chapter 11 trustee of Montreal Maine & Atlantic Railway, Ltd. (the “Debtor”), the debtor in the above-captioned case, and in response to the objection to confirmation filed by Canadian Pacific Railway Company (“CP”) [Docket No. 1657] (the “CP Objection”).

**Response**

1. Through the CP Objection, CP has littered the record with a host of incorrect allegations, with some of the more egregious misstatements of fact directed at the World Fuel Entities. These include, but are not limited to:

- the assertion that “by shipping the crude oil on CP, Western Petroleum Company (WPC) accepted the “Private equipment terms of tariff 6” (CP Objection, ¶¶ 19);
- the assertion that WPC agreed in any way to take on some sort of indemnification obligation in favor of CP (CP Objection, ¶¶ 19, 20, 47); and
- the assertion that yet another CP tariff, tariff 8, “made WPC responsible for classifying the oil and selecting the packaging” (CP Objection, ¶ 47).

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<sup>1</sup> “World Fuel Entities” means, collectively, World Fuel Services Corporation, World Fuel Services, Inc., Western Petroleum Company, World Fuel Services Canada, Inc., and Petroleum Transport Solutions, LLC.

These assertions are not only false, but also fail to accomplish CP's stated goal of preventing confirmation of the Plan. In other words, taking each of those assertions as true (they are not), and assuming CP possesses any right to claim any amounts from the World Fuel Entities (it does not), the Plan still should be confirmed, CP's rights should be extinguished, and CP should be enjoined from pursuing them. Indeed, far from being impermissible, releases and injunctions applying to contractual claims, including indemnification claims such as those CP attacks here, are enforceable when courts allow third party releases pursuant to a plan.<sup>2</sup>

**Joinder**

2. In addition, the World Fuel Entities join in the Trustee's response to the Objections and in support of confirmation, of even date herewith.

WHEREFORE, the World Fuel Entities respectfully request that the Court overrule the Objections, confirm the Plan, and grant such other relief as is just and proper.

Respectfully submitted,

Dated: September 17, 2015

/s/ Jay S. Geller

Jay S. Geller

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<sup>2</sup> See, e.g., *In re Charles St. African Methodist Episcopal Church of Boston*, 499 B.R. 66, 100 (Bankr. D. Mass. 2013) (holding bankruptcy court has power to release guaranty claim between non-debtors pursuant to non-consensual release in plan).

**CERTIFICATE OF SERVICE**

I, Jay S. Geller, hereby certify that on September 17, 2015, I electronically filed the foregoing Limited Response and Joinder using the Court's CM/ECF system, which will send a notice of electronic filing to all persons registered for ECF.

September 17, 2015

*/s/ Jay S. Geller*

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Jay S. Geller