

C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

N° 500-09-
C.S. 500-11-048114-157

COURT OF APPEAL

IN THE MATTER OF THE COMPANIES'
CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED:

HER MAJESTY IN RIGHT OF
NEWFOUNDLAND & LABRADOR, AS
REPRESENTED BY THE
SUPERINTENDENT OF PENSIONS

APPLICANT (Mise-en-cause)

v.

FTI CONSULTING CANADA INC.

RESPONDENT (Monitor-Petitioner)

-and-

BLOOM LAKE GENERAL PARTNER
LIMITED, QUINTO MINING
CORPORATION, 8568391 CANADA
LIMITED, CLIFFS QUEBEC IRON MINING
ULC, WABUSH IRON CO. LIMITED AND
WABUSH RESOURCES INC.

RESPONDENTS (Debtors)

-and-

THE BLOOM LAKE IRON ORE MINE
LIMITED PARTNERSHIP, BLOOM LAKE
RAILWAY COMPANY LIMITED,
WABUSH MINES, ARNAUD RAILWAY
COMPANY AND WABUSH LAKE
RAILWAY COMPANY, LIMITED

THE ATTORNEY GENERAL OF
CANADA, ACTING ON BEHALF OF THE
OFFICE OF THE SUPERINTENDENT OF
FINANCIAL INSTITUTIONS

MICHAEL KEEPER, TERENCE WATT,
DAMIEN LABEL AND NEIL JOHNSON

UNITED STEEL WORKERS, LOCALS
6254 AND 6285

RETRAITE QUÉBEC

MORNEAU SHEPELL LTD., IN ITS
CAPACITY AS REPLACEMENT
PENSION PLAN ADMINISTRATOR

VILLE DE SEPT-ÎLES

Mises-en-cause

**MOTION FOR LEAVE TO APPEAL
OF THE JUDGMENT ON THE AMENDED MOTION BY THE MONITOR FOR
DIRECTIONS WITH RESPECT TO PENSION CLAIMS (#494)
(Section 13 and 14 CCAA and Articles 31, 353, 357, 360-363 CCP)**

Applicant
October 2, 2017

A. INTRODUCTION

1. The Superintendent of Pensions of Newfoundland & Labrador seeks leave to appeal the decision of Mr. Justice Stephen Hamilton (the “**Motion Judge**”) of the Superior Court of Quebec on the Amended Motion by the Monitor for Directions with Respect to Pension Claims in *Arrangement relatif à Bloom Lake*, 2017 QCCS 4057 (Court File S.C. No. 500-11-048114-157) (the “**Motion Decision**”) dated September 11, 2017, and attached hereto as Annex A. The hearing before the Motion Judge was held on June 28 and 29, 2017.
2. The Motion Judge granted the Amended Motion for Directions by the Monitor, FTI Consulting Canada Inc., and declared that the deemed trusts created by the *Pension Benefits Act, 1997*, SNL 1996, c. P-4.01 (“**NLPBA**”), the *Supplemental Pension Plans Act*, CQLR c. R-15.1 (“**SPPA**”), and the *Pension Benefits Standards*

Act, 1985, R.S.C., 1985, c. 32 (“**PBSA**”), are not enforceable in proceedings under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (“**CCAA**”). The Motion Judge likewise concluded that the deemed trust created by the *NLPBA* could not in any event attach to the proceeds of property formerly located in the Province of Quebec. The Superintendent hereby seeks leave to appeal the Motion Judge’s decision.

B. CONTEXT

3. Since 1965, the Wabush Mines JV (a joint venture of Wabush Iron Co. Limited and Wabush Resources Inc.) has operated an iron ore mine near the Town of Wabush, Newfoundland & Labrador, as well as a port facility and a pellet production facility in Pointe-Noire, Québec. The ore was transported from Wabush to Pointe-Noire by the Arnaud Railway Company and the Wabush Lake Railway Company, Limited (collectively, the “**Wabush CCAA Parties**”).
4. The Wabush CCAA Parties, in addition to Cliffs Mining Company, Managing Agent, sponsor two pension plans with defined benefit provisions for their salaried and unionized employees and retirees (the “**Union DB Plan**” and the “**Salaried DB Plan**”, respectively). Both plans originally included a majority of employees who reported for work in Newfoundland & Labrador, although many members reported for work in Québec and on the two federally-regulated railways.¹ The two DB Plans now include over two thousand members; their membership breakdown by jurisdiction is detailed at paragraph 6 of the Motion Decision.
5. On May 19, 2015, the Wabush CCAA Parties filed a motion for the issuance of an initial order under the CCAA. On June 26, 2015, the Superior Court ordered the suspension of payment by the Wabush CCAA Parties of their monthly amortization payments and their annual lump sum “catch-up” payments coming due under the two DB Plans. The Court also ordered the suspension of payment of other post-

¹ The two railways have been declared to be works for the general advantage of Canada: see *An Act respecting Wabush Lake Railway Company Limited and Arnaud Railway Company*, (1960) 8-9 Eliz. II, ch. 63, s. 3.

retirement benefits, including life insurance, health care and a supplemental retirement arrangement plan.²

6. On December 16, 2015, the Superintendent and the Office of the Superintendent of Financial Institutions (“**OSFI**”) terminated both plans, effective immediately. As of March 2016, the monthly benefits being paid to the retirees of the Salaried DB Plan were reduced by 25%, and the benefits being paid to the retirees of the Union DB Plan were reduced by 21%.
7. During the course of the present CCAA proceedings, all or substantially all of the assets were sold, and the proceeds are now held by the Monitor. These assets were located in both the Provinces of Newfoundland & Labrador and Quebec.
8. There are significant amounts still owed to the Salaried and Union DB Plans. \$6,671,820 is still owed to the Union DB Plan as special payments and catch-up special payments, while \$2,185,756 is still owed in special payments to the Salaried DB Plan. The wind-up deficiencies of the Union and Salaried DB Plan are valued at \$27,486,548 and \$27,450,000, respectively.
9. On September 20, 2016, the Monitor filed a Motion for Directions – later amended on April 13, 2017, and attached as Annex B to the present Motion – seeking a determination of various issues relating to potential pension claims, including:
 - 1) What law applies to determine each DB Plan member’s pension rights;
 - 2) Whether a “liquidation” had occurred triggering the deemed trust outlined in section 32(2) of the *NLPBA* and section 8 of the *PBSA*;
 - 3) Whether the *NLPBA*’s liquidation deemed trust encompasses the full wind-up deficiency owed to the two DB Plans after termination, or whether it was limited to simply the normal costs and special payments which have accrued;

² 2015 QCCS 3064; motion for leave to appeal dismissed, 2015 QCCA 1351.

- 4) Whether the trust outlined in section 49 of the *SPPA* constitutes a valid deemed trust;
- 5) Whether the deemed trusts in the *NLPBA* and the *SPPA* are rendered inoperative as a result of an alleged conflict with the federal *CCAA*;
- 6) Likewise, whether the deemed trust outlined in the federal *PBSA* was in conflict with the federal *CCAA* and, if so, how ought that conflict be resolved;
- 7) Whether the deemed trust created by the *NLPBA* could charge property located outside the Province of Newfoundland & Labrador, specifically in the Province of Quebec;
- 8) Whether the deemed trust under the *SPPA* could take priority over the Ville de Sept-Îles' claim for unpaid property taxes.

C. MOTION DECISION

10. On the issues put to him in the Monitor's Motion for Directions, the Motion Judge concluded as follows:
 - 1) The law that applies to any given plan member will depend on where that plan member reported for work (paras. 61-81).
 - 2) There was "liquidation" of the insolvent debtors in this case, thereby giving rise to the liquidation deemed trusts outlined in the *NLPBA* and the *PBSA* (paras. 155-175). This liquidation, in his view, would have begun at the very outset of the insolvency proceedings, on May 19, 2015 (para. 173).
 - 3) The Motions Judge also assumed that the deemed trust under the *NLPBA* applies to the full wind-up deficits owed to the two DB pension plans.
 - 4) As for the Quebec members, the Motions judge concluded that the Quebec *SPPA* does not create a valid deemed trust that is enforceable against third parties, since it lacks the "key language" that deems certain amounts "to be

separate from and form no part of the estate in liquidation, assignment or bankruptcy” (paras. 90-91).

- 5) The Motion Judge concluded that the *NLPBA*'s deemed trusts and concurrent lien and charge conflict with the *CCAA*, and are therefore rendered inoperative by virtue of the doctrine of paramountcy (paras. 177-210).
- 6) Finally, the Motions Judge concluded that the *NLPBA*'s deemed trust of the *NLPBA* could not attach to property located in the Province of Quebec (paras. 144-154).

D. GROUNDS FOR APPEAL

11. The Superintendent seeks leave to appeal on the basis that the Motion Judge erred in concluding a) that the *NLPBA*'s deemed trusts conflict with the *CCAA* and are thereby rendered inoperative, and b) that the *NLPBA*'s deemed trusts could not attach to the proceeds of sales currently held by the Monitor.

a) The *NLPBA* does not conflict with the *CCAA*

12. Sections 6(6), 6(7) and 36(7) *CCAA* enshrine certain minimal protections for pension liabilities, specifically the normal costs and the unremitted employee contributions deducted at source. These guarantees must be satisfied before a *CCAA* court may authorize a sale of assets or approve a plan of arrangement.
13. Section 32 of the *NLPBA* does not expressly conflict with these – or any other – sections of the *CCAA*. Section 32 simply provides for a deemed trust and a lien and charge that confer additional protection for pensioners. This is constitutionally inoffensive: cooperative federalism indeed recognizes that provincial laws can supplement and add to the protections envisioned in federal law.³ This has

³ See e.g. *Canadian Western Bank v. Alberta*, [2007] 2 S.C.R. 3, 2007 SCC 22, at para. 72; *Quebec (Attorney General) v. Canadian Owners and Pilots Association*, 2010 SCC 39, [2010] 2 S.C.R. 536, at para. 66; and *Saskatchewan (Attorney General) v. Lemare Lake Logging Ltd.*, 2015 SCC 53, [2015] 3 S.C.R. 419, at para. 26.

occurred in areas such as highway safety⁴, the regulation of pesticides⁵, tobacco advertising⁶, and even in insolvency proceedings⁷. Respectfully, the Motion Judge discarded this settled jurisprudence when he concluded as follows:

It is clear that Parliament had weighed the competing interests and decided that this was the protection that all pension plan members across Canada would receive. It left no room for the provinces. (Para. 192, underlining added)

14. Respectfully, the Motion Judge's conclusion is inconsistent with the "guiding principle" of modern federalism jurisprudence, which stresses that courts should facilitate and encourage the overlap between both federal and provincial laws, so that both levels of government may pursue their own vision of the public good within their respective spheres of competence.⁸
15. Fundamentally, Parliament is presumed to be respectful of the Provinces' legislative authority.⁹ As the Supreme Court of Canada has repeatedly insisted, courts should only impute to Parliament an intention to "cover the field" on a given question if Parliament employs "very clear statutory language to that effect".¹⁰ Otherwise, the "fundamental rule of constitutional interpretation" requires that courts interpret federal legislation as if it welcomes the overlapping application of provincial law.¹¹
16. Parliament did not employ any of the "very clear statutory language" required to shut out any possible provincial action in sections 6(6) or 36(7) CCAA. These

⁴ *O'Grady v. Sparling*, [1960] SCR 804, 1960 CanLII 70 (SCC).

⁵ *114957 Canada Ltée (Spraytech, Société d'arrosage) v. Hudson (Town)*, 2001 SCC 40 (CanLII), [2001] 2 S.C.R. 241, at paras. 34-42 specifically.

⁶ *Rothmans, Benson & Hedges Inc. v. Saskatchewan*, [2005] 1 S.C.R. 188, 2005 SCC 13.

⁷ *Saskatchewan (Attorney General) v. Lemare Lake Logging Ltd.*, 2015 SCC 53, [2015] 3 S.C.R. 419

⁸ *Saskatchewan (Attorney General) v. Lemare Lake Logging Ltd.*, 2015 SCC 53, [2015] 3 S.C.R. 419, at para. 21, see also *Canadian Western Bank v. Alberta*, [2007] 2 S.C.R. 3, 2007 SCC 22, at paras. 22 and 37; *Alberta (Attorney General) v. Moloney*, 2015 SCC 51, [2015] 3 S.C.R. 327, at para. 15.

⁹ *Canadian Western Bank v. Alberta*, [2007] 2 S.C.R. 3, 2007 SCC 22, at para. 74.

¹⁰ *Rothmans, Benson & Hedges Inc. v. Saskatchewan*, [2005] 1 S.C.R. 188, 2005 SCC 13, at para. 21; *Canadian Western Bank v. Alberta*, [2007] 2 S.C.R. 3, 2007 SCC 22, at para. 74; *Bank of Montreal v. Marcotte*, [2014] 2 SCR 725, 2014 SCC 55, at para. 72; *Saskatchewan (Attorney General) v. Lemare Lake Logging Ltd.*, 2015 SCC 53, [2015] 3 S.C.R. 419, at para. 27.

¹¹ *Saskatchewan (Attorney General) v. Lemare Lake Logging Ltd.*, 2015 SCC 53, [2015] 3 S.C.R. 419, at para. 20-22.

provisions are instead framed as minimum guarantees; section 6(6) even contemplates a situation in which an arrangement is concluded which provides for *more* protection than the minimum level envisioned in federal law. This absence of any legislative language ruling out provincial law is made all the more conspicuous by the fact that Parliament *actually did* rule out the continued application of provincial deemed trusts in favour of the Crown in section 37 of the CCAA.

17. What is more, the “extraneous evidence” the Motion Judge considered of Parliament’s intent only demonstrates that Parliament considered affording more protection to pensioners when it amended the CCAA in 2009, but chose not to. On its own, this is insufficient and cannot meet the “high standard” for invoking paramountcy on the basis of a frustration of federal purpose.¹² Parliament will often consider different policy alternatives – and different ways of balancing competing interests – before settling on its preferred choice. If these everyday legislative choices implied that Parliament “covered the field” and definitively decided a given question, the Provinces would be significantly handicapped from pursuing their own vision of the public good in their own areas of competence. Paramountcy must instead be applied with restraint.¹³
18. Moreover, while it is not determinative, paramountcy arguments rarely succeed without the express support of the federal government, speaking through its Attorney General.¹⁴ In this case, the AGC’s submissions dovetail with the Superintendent’s. Only the Monitor and the Wabush CCAA Parties seek to invoke paramountcy.
19. The Motion Judge’s alternative basis for invoking paramountcy is more tenuous still. The Motion Judge decided that the *Bankruptcy and Insolvency Act*’s comprehensive scheme of collocation applies, in its totality, to a CCAA liquidation

¹² *Marine Services International Ltd. V. Ryan Estate*, [2013] 3 SCR 52, 2013 SCC 44, at para. 84.

¹³ *Bank of Montreal v. Marcotte*, [2014] 2 SCR 725, 2014 SCC 55, at para. 74, *Saskatchewan (Attorney General) v. Lemare Lake Logging Ltd.*, 2015 SCC 53, [2015] 3 S.C.R. 419, at para. 27.

¹⁴ *Rothmans, Benson & Hedges Inc. v. Saskatchewan*, [2005] 1 S.C.R. 188, 2005 SCC 13, at para. 26, citing *Kitkatla Band v. British Columbia (Minister of Small Business, Tourism and Culture)*, [2002] 2 S.C.R. 146, 2002 SCC 31 (CanLII), at paras. 72-73.

(paras. 202-210). In his view, the “bottom line is that a liquidating CCAA requires a scheme of distribution and the only one which makes sense is the scheme of distribution under the BIA” (para. 208).

20. In this, the Motion Judge relies on *Century Services Inc. v. Canada*, [2010] 3 S.C.R. 379, 2010 SCC 60, where Deschamps J. noted that the rights conferred under the CCAA should be interpreted harmoniously with the rights provided under the BIA, so as to avoid giving secured creditors a strategic incentive to seek the debtor’s bankruptcy.¹⁵
21. However, *Century Services* only directs courts on how they ought to *interpret* provisions of the CCAA and the BIA. It provides no legal basis to graft the BIA’s entire scheme of collocation into a CCAA liquidation. This was confirmed in *Sun Indalex Finance LLC v. United Steelworkers*, [2013] 1 SCR 271, 2013 SCC 6, where this very argument was put before the Supreme Court of Canada, and rejected in these terms :

[51] [...] Provincial legislation defines the priorities to which creditors are entitled until that legislation is ousted by Parliament. Parliament did not expressly apply all bankruptcy priorities either to CCAA proceedings or to proposals under the BIA. Although the creditors of a corporation that is attempting to reorganize may bargain in the shadow of their bankruptcy entitlements, those entitlements remain only shadows until bankruptcy occurs. At the outset of the insolvency proceedings, Indalex opted for a process governed by the CCAA, leaving no doubt that although it wanted to protect its employees’ jobs, it would not survive as their employer. This was not a case in which a failed arrangement forced a company into liquidation under the BIA. Indalex achieved the goal it was pursuing. It chose to sell its assets under the CCAA, not the BIA.

22. The Motions Judge’s apparent repudiation of *Indalex* is an error of law in its own right. More fundamentally, it is unclear what authority *any court* would have to re-write the CCAA in this way. If there are indeed “gaps” in the CCAA, then provincial law

¹⁵ *Century Services Inc. v. Canada*, 2010 SCC 60, [2010] 3 S.C.R. 379, at para. 47.

continues to apply unimpeded, since it “defines the priorities to which creditors are entitled until that legislation is ousted by Parliament”.¹⁶

b) The NLPBA’s deemed trust and lien and charge may attach to the proceeds of assets formerly located in the Province of Quebec

23. Respectfully, the Motion Judge erred in not giving direct effect to the *NLBA*’s deemed trust and lien and charge directly in Quebec through article 3079 of the *Civil Code of Québec*. Section 32 *NLPBA* is clearly a mandatory provision of another “State” which is closely connected to the insolvency of the Wabush CCAA Parties. Furthermore, there are “legitimate and manifestly preponderant interests” for doing so. The Wabush CCAA Parties’ business straddled the provincial border, and their multijurisdictional pension plan included members from both jurisdictions. In these circumstances, the “integrating character of our constitutional arrangement”¹⁷ required the Motion Judge to give full effect to the law of a sister province, especially in the context of national insolvency proceedings.

24. That the Quebec legislature did not see fit to confer similar protections on Quebec employees and retirees should not have compelled the Motion Judge to decline to apply Newfoundland & Labrador law to property in Quebec.

E. THESE ISSUES MERIT LEAVE TO APPEAL

25. Pursuant to sections 13 and 14(2) of the *CCAA*, leave to appeal must be sought from this Honourable Court. Leave is to be granted if the issue on appeal is of significance to the practice of insolvency law generally and to the action itself, if the grounds for appeal are *prima facie meritorious* or are at least not frivolous, and if the appeal will not unduly hinder the progress of the action.¹⁸

26. The question of federal paramountcy is of great significance to both insolvency law generally and to these particular proceedings. The Motion Judge’s conclusion

¹⁶ *Sun Indalex Finance LLC v. United Steelworkers*, [2013] 1 SCR 271, 2013 SCC 6, at para. 51.

¹⁷ See *Morguard Investments Ltd. V. De Savoye*, 1990 CanLII 29 (SCC), [1990] 3 S.C.R. 1077, at pp. 1100.

¹⁸ See e.g. *Re Stomp Pork Farm Ltd.*, 2008 SKCA 73, at para. 29; *Statoil Canada Ltd. (Arrangement relative à)*, 2013 QCCA 851; *Bloom Lake, g.p.l. (Arrangement relative à)*, 2015 QCCA 1351, para. 29.

implies that provincial pension legislation may *never* supplement the minimum protections outlined in sections 6(6) and 36(7) CCAA, contrary to what was expressed by the Supreme Court in *Indalex*. More fundamentally, the Motion Judge's reasoning raises an important issues relating to the doctrine of federal paramountcy, namely the conditions under which Parliament may "cover the field" on a given question.

27. The Motion Judge's conclusion that the *BIA*'s scheme of collocation applies to a liquidating CCAA is more important still. As a matter of law, it represents an important departure from the Supreme Court of Canada's precedents in *Century Services* and *Indalex*. It implies that *any provincial law* which subverts the *BIA*'s scheme of collocation will be rendered inoperative at the outset of every CCAA proceeding. This, as a matter of practice, will surely have important implications on negotiations under the CCAA.
28. The conflict of laws issue is also important. There is a dearth of jurisprudence – and virtually no appellate jurisprudence – on the issue of when a real right created by the legislation of one province may attach to the assets of a debtor subjected to nation-wide insolvency proceedings.
29. With respect to the implications for this particular case, if the two conclusions mentioned above were reversed, the *NLPBA*'s deemed trust would secure both the special payments and the full wind-up deficit owed to the Salaried and Union DB Plans. These issues are thus of great import to all of the pension plan members.
30. For the reasons detailed above, the grounds of appeal are likewise not frivolous.
31. Finally, this appeal will not unduly hinder the progress of the action. These insolvency proceedings are at their end. These are the last – and certainly most important – issues to be resolved before the Monitor can proceed to distribute the proceeds of its CCAA liquidation.
32. The Superintendent reserves its right to make submissions on any other issues for which leave may be granted in the present matter.

FOR THESE REASONS, MAY IT PLEASE THIS HONOURABLE COURT TO:

- I. **GRANT** the present Motion;
- II. **AUTHORIZE** the Superintendent to appeal from the Judgment issued by the Honourable Stephen Hamilton on September 11, 2017, granting the Monitor's Motion for Directions in part;
- III. **FIX** a date for the hearing of the Superintendent's appeal.

MONTREAL, this October 2, 2017

(s) IMK s.e.n.c.r.l. / LLP

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SUPERINTENDENT OF PENSIONS OF NEWFOUNDLAND &

LABRADOR

Our file: 1606-4

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TRUE COPY

IMK LLP

IMK LLP

AFFIDAVIT OF EDWARD BÉCHARD-TORRES
(October 2nd, 2017)

I, EDWARD BÉCHARD-TORRES, attorney, practicing law at IMK LLP, 3500 de Maisonneuve Boulevard West, Suite 1400, Montreal, Quebec, H3Z 3C1, solemnly affirm as follows:

1. I am an associate at the law firm IMK LLP. Our firm has represented the Superintendent of Pensions of Newfoundland & Labrador since the outset of the present Wabush CCAA proceedings.
2. Mr. Doug Mitchell and I represented the Superintendent before Mr. Justice Stephen Hamilton on the Monitor FTI Consulting Canada Inc.'s Motion for Directions, the hearing being held on June 28 and 29, 2017.
3. All of the facts alleged in the within *Motion for Leave to Appeal* are true and correct to the best of my knowledge. These facts give rise to important questions of law, notably with respect to the constitutional doctrine of federal paramountcy and Quebec conflicts of laws principles.

AND I HAVE SIGNED THIS 2nd DAY OF
OCTOBER, 2017 IN MONTRÉAL, QUÉBEC:



EDWARD BÉCHARD-TORRES

Solemnly affirmed before me at
Montréal, this 2nd day of October 2017



Commissioner of Oaths for Quebec



NOTICE OF PRESENTATION

TO:

**Me Bernard Boucher and
Mr. Steven Weisz**

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NOTICE IS HEREBY GIVEN that the Superintendent's *Motion for Leave to Appeal* will be presented before a judge of the Court of Appeal sitting at Édifice Ernest-Cormier, located at 100 Notre-Dame Street East, in Montreal, on October 31st in Courtroom RC-18.

PLEASE ACT ACCORDINGLY.

MONTREAL, this October 2, 2017

(s) IMK s.e.n.c.r.l. / LLP

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LIST OF ANNEXES

October 2, 2017

Annexe A: Judgment of the Superior Court of Quebec on the Amended Motion by the Monitor for Directions with Respect to Pension Claims in *Arrangement relative à Bloom Lake*, 2017 QCCS 4057 (Court File S.C. No. 500-11-048114-157).

Annexe B: Monitor FTI Consulting Canada Inc.'s Amended Motion for Directions with Respect to Pension Claims.

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**HER MAJESTY IN RIGHT OF NEWFOUNDLAND &
LABRADOR, AS REPRESENTED BY THE
SUPERINTENDENT OF PENSIONS**

APPLICANT (Mise-en-cause)

v.

FTI CONSULTING CANADA INC.

RESPONDENT (Monitor-Petitioner)

-and-

**BLOOM LAKE GENERAL PARTNER LIMITED, QUINTO
MINING CORPORATION, 8568391 CANADA LIMITED,
CLIFFS QUEBEC IRON MINING ULC, WABUSH IRON CO.
LIMITED AND WABUSH RESOURCES INC.**

RESPONDENTS (Debtors)

-and-

**THE BLOOM LAKE IRON ORE MINE LIMITED
PARTNERSHIP, BLOOM LAKE RAILWAY COMPANY
LIMITED, WABUSH MINES, ARNAUD RAILWAY COMPANY
AND WABUSH LAKE RAILWAY COMPANY, LIMITED**

ET AL.

Mises-en-cause

**MOTION FOR LEAVE TO APPEAL
OF THE JUDGMENT ON THE AMENDED MOTION BY THE
MONITOR FOR DIRECTIONS WITH RESPECT
TO PENSION CLAIMS (#494)
(Section 13 and 14 CCAA and
Articles 31, 353, 357, 360-363 CCP)**

Applicant

October 2, 2017

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