

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION AT LAFAYETTE

In re:)
CONSOLIDATED INDUSTRIES CORP.) Case No: 98-40533
)
Debtor.) CHAPTER 7
)
)
_____)

**SUPPLEMENT TO ENODIS CORPORATION’S OBJECTION TO
THE TRUSTEE’S MOTION FOR AUTHORITY TO COMPROMISE
VANSANT CONTROVERSY AND OTHER RELATED RELIEF
BASED UPON EVIDENCE OF A “BETTER DEAL”**

COMES NOW Creditor and Party-In-Interest Enodis Corporation f/k/a Welbilt Corporation (“Enodis”), by counsel, and for its Supplement to its Objection to the Motion of Daniel L. Freeland in his capacity as Chapter 7 Trustee of Consolidated Industries Corp. (“Consolidated”) (the “Trustee”) for Authority to Compromise and Settle Vansant Controversy, Enter Into Conditional Release, Pay Policy Proceeds, Allow A General Unsecured Claim, and Request for A Hearing and Opportunity to Object states as follows:

1. Since filing its Objection to the Trustee’s motion to compromise the Vansant Controversy, Enodis has learned that the settlement being proposed by the Trustee is “not the best deal available” to the Estate.

2. Enodis has been informed by Kent McCain, Esq., of the Birmingham, Alabama law firm of Lucas, Wash, Petway, Tucker and Srephens, P.C., the attorneys of record for the Vansants in the state court tort action, that the Vansants are asking the Alabama State Court to use its contempt powers to enforce the **original** September 9, 2002 Settlement Agreement and General Release of Defendant Consolidated Industries Corp. (the “First Settlement Agreement”).

3. Indeed, Mr. McCain advised counsel for Enodis that the Alabama Court has ordered Consolidated upon penalty of contempt to produce a writing signed by Hon. Robert E. Grant explaining why the First Settlement Agreement cannot be lawfully consummated as the Alabama Court was told to expect in September 2002. To the best of Enodis' knowledge based upon a search of this Court's records, no application has been made to this Court in an effort to comply with the order of the Alabama court. Obviously, the only reason that prevents consummation of the First Settlement is the failure of the Trustee to file a motion asking this Court to approve it, because there is no reason to believe that any party would object to this "better deal" or that this Court would refuse to approve the "better deal."

4. As noted in Enodis' March 9, 2004 Objection, the First Settlement Agreement would (a) erode its insurance policy by \$5,000 **less** and (b) would **not** burden the bankruptcy estate with any allowed claim. By any rational analysis, therefore, the First Settlement Agreement is a "better deal" for both the Estate and Enodis (since pursuant to the terms of the First Settlement Agreement Enodis also receives a release of the Vansants' claims in addition to having its policy eroded by \$5,000 less) than the settlement that the Trustee has asked this Court to approve.

5. In light of recent filings by the Trustee, Enodis also respectfully brings to the Court's attention that it has timely appealed from the order of the District Court affirming this Court's order holding that Enodis did not have standing to object to the Vasant Compromise by reason of 11 U.S.C. § 502(h).

WHEREFORE Enodis respectfully requests that the Court deny the Trustee's motion for authority to compromise for the reasons stated in its March 9, 2004 Objection and also because there is a "better deal" available than the one that the Trustee seeks to consummate.

Dated: June 3, 2004

Respectfully submitted,

 /s/ J. Joseph Bainton
J. Joseph Bainton
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-- and --

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CERTIFICATE OF SERVICE

I, J. Joseph Bainton, hereby certify that I caused a true and correct copy of the foregoing Supplement to Enodis Corporation's Objection, to be served counsel for all parties who have appeared in this action via the Court's ECF system:

Dated: June 3, 2004

/S/ J. Joseph Bainton
J. Joseph Bainton