

14. In the alternative, and without prejudice to matters stated above, if (which is denied) the said charges and interest or any part thereof are unlawful or unenforceable as alleged by the Claimant or at all, the Defendant has nonetheless suffered loss and damage as a consequence of the Claimant's breach of contract in allowing the account to go into unauthorised overdraft. Accordingly, in the event that the Defendant is unable to rely on its express entitlement to enforce the charges as set out above, it will seek to recover to the extent necessary such loss and damage as it actually suffered, which will not necessarily be limited to the value of the said charges, and the Defendant seeks to set off such sums against any liability owed hereunder to the Claimant.
15. The Defendant denies that it is liable to the Claimant for the sums claimed and interest as pleaded by the Claimant or at all. In the alternative, which is denied, if the said charges amount to sums payable on breach of contract, it is averred that the charges asserted by the Claimant to have been applied to the account prior to 30 March 2001 would not be recoverable for reason of exhaustion of time in bringing contractual claims from the date of accrual, pursuant to the Limitation Act 1980.

Barclays Bank PLC

STATEMENT OF TRUTH

I believe that the facts stated above are true. I am duly authorised by Barclays Bank PLC to sign this statement on its behalf.



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ROSEMARY TREVES BROWN

Solicitor

Barclays Bank PLC

Dated 22 May 2007