

**ANNEX 1**  
**(Disputed Issues highlighted in yellow)**

<b>Issue</b>	<b>Administrators' position</b>	<b>Wentworth's position</b>	<b>Barclays' position</b>	<b>Agreed position proposed?</b>
<p><b>Issue 3:</b> If Barclays has a Client Money Entitlement and a Parallel Unsecured Claim, and the Parallel Unsecured Claim is reduced by any set-off (whether under Rule 2.85 or otherwise), does the Client Money Entitlement fall to be reduced by the same (or any other) amount?</p>	<p>If Barclays' Parallel Unsecured Claim is reduced by any set-off, the Client Money Entitlement does not (by that reason alone) fall to be reduced by any amount.</p>	<p>The Issue assumes, contrary to Wentworth's primary position, that a Parallel Unsecured Claim exists alongside a Client Money Entitlement. Where an investment firm has a cross-claim against a client, the client's aggregate recovery pursuant to its Client Money Entitlement, considered together with its supposed Parallel Unsecured Claim, must be reduced to take account of the firm's cross-claim.</p>	<p>Issue 3 does not arise as a result of Barclays' position on Issue 9.</p>	<p>N/A</p>
<p><b>Issue 4:</b> To the extent that Barclays (i) does not have a Client Money Entitlement in respect of some or all of the ETD Trades; or (ii) has a Client Money Entitlement but is estopped or otherwise precluded from asserting such Client Money Entitlement in respect of some or all of the ETD Trades, does Barclays have an Unsecured Claim in respect of such ETD Trades?</p>	<p>To the extent that Barclays: (i) does not have a Client Money Entitlement in respect of some or all of the ETD Trades; or (ii) has a Client Money Entitlement but is estopped or otherwise precluded from asserting such Client Money Entitlement in respect of some of the ETD Trades, Barclays is not (by that reason alone) deprived of any Unsecured Claim in respect of such ETD Trades.</p>	<p>Wentworth does not address Issue 4 at all.</p>	<p>Same as the Administrators' position.</p>	<p>To the extent that Barclays: (i) does not have a Client Money Entitlement in respect of some of the ETD Trades; or (ii) has a Client Money Entitlement but is estopped or otherwise precluded from asserting such Client Money Entitlement in respect of some or all of the ETD Trades, Barclays is not (by that reason alone) deprived of any Unsecured Claim in respect of such ETD Trades.</p>
<p><b>Issue 5:</b> To the extent that Barclays has a Client Money Entitlement in respect of some or all of the ETD Trades (and is not estopped or otherwise precluded from</p>	<p>To the extent that Barclays has a Client Money Entitlement in respect of some or all of the ETD Trades (and is not estopped or otherwise precluded from asserting such Client Money Entitlement), Barclays also has a Parallel</p>	<p>In respect of ETD Trades where Barclays had a Client Money Entitlement, Barclays does not also have a Parallel Unsecured Claim. Barclays has a beneficial interest in the Client Money Trust equal to its Client Money Entitlement and an</p>	<p>Same as the Administrators' position.</p>	<p>N/A</p>

<p><i>asserting such Client Money Entitlement), does Barclays also have a Parallel Unsecured Claim?</i></p>	<p>Unsecured Claim (where the contractual debt was in LBI's favour) in respect of such ETD Trades.</p>	<p>unsecured claim for any shortfall if and to the extent that its Client Money Entitlement is dissipated.</p>		
<p><b>Issue 6:</b> <i>To the extent that the answer to Issue 5 is "yes", on what basis is the Parallel Unsecured Claim to be valued?</i></p>	<p>(1) For the purposes of proof, the value of Barclays' Parallel Unsecured Claim falls to be estimated in accordance with Rule 2.81. The estimate made by the Administrators (from time to time) represents the provable amount of the Parallel Unsecured Claim. (2) In estimating the value of Barclays' Parallel Unsecured Claim under Rule 2.81, the amount of that claim falls to be reduced by: (a) The amount of any actual distributions from the Client Money Pool (regardless of whether such distributions are made before or after the date of the Barclays Proof); and (b) The amount of any distributions from the Client Money Pool which are likely to be made in the future. (3) If Barclays lawfully waives its Client Money Claim (see Issue 7 below), then any prior distributions from the Client Money Pool, and the consequences of such distributions, will be undisturbed. A waiver has no effect on past distributions, which must continue to be taken into account when valuing Barclays' Unsecured Claim. (4) The Client Money Claim is to be treated as Barclays' "primary" claim; the Parallel Unsecured Claim has a "secondary" status.</p>	<p>If (contrary to Wentworth's primary position) Barclays has a Parallel Unsecured Claim, then Wentworth largely adopts the Administrators' position on Issue 6, save in the following respect: Wentworth asserts (in respect of Issue 7) that even if Barclays waives its Client Money Claim, all actual and anticipated future distributions must continue to be taken into account when valuing the Unsecured Claim.</p>	<p>(1) If Barclays were not, at the appropriate stage, to take steps to waive its Client Money Claim, then Barclays accepts that the amount it would recover, or would be estimated to recover, under its Client Money Claim would reduce the amount recoverable under its Unsecured Claim to that extent. (2) However, the value of an Unsecured Claim is not to be reduced automatically by the estimated value of the Client Money Claim in circumstances where a creditor has made no election and retains the right to waive its Client Money Claim. To the extent that the Administrators and/or Wentworth argue that the Administrators should value the Unsecured Claim now by automatically deducting the value of the Client Money Claim, Barclays rejects this position. (3) Barclays does not accept the Administrators' assertion that the Client Money Claim is to be treated as Barclays' "primary" claim and the Unsecured Claim as a "secondary" claim.</p>	<p>N/A</p>
<p><b>Issue 7:</b> <i>If Barclays has both a Client Money Entitlement and a Parallel Unsecured Claim,</i></p>	<p>Barclays is entitled to waive its Client Money Claim (without thereby waiving its Parallel Unsecured Claim which, upon</p>	<p>If (contrary to Wentworth's primary position) Barclays has a Parallel Unsecured Claim, Barclays is not entitled to elect to pursue the</p>	<p>Same as the Administrators' position.</p>	<p>N/A</p>

<p><i>is Barclays entitled to elect to pursue the Parallel Unsecured Claim to the exclusion of the Client Money Entitlement?</i></p>	<p>waiver of the Client Money Claim, becomes simply an Unsecured Claim).</p>	<p>Parallel Unsecured Claim in preference to and undiminished by its Client Money Entitlement. This is because the Client Money Entitlement cannot be waived. Alternatively, waiver is technically possible but actual and anticipated distributions from the Client Money Pool must still be taken into account in quantifying Barclays' claim, such that Barclays cannot claim more from the general estate as a result of its waiver.</p>		
<p><b>Issue 7(1):</b> <i>If the answer to Issue 7 is "yes": (a) Is Barclays required to disclaim, surrender, abandon, assign or take any other step in relation to the Client Money Claim before the Parallel Unsecured Claim can be admitted by the Administrators; (b) If so, is Barclays entitled to disclaim, surrender, abandon, assign or take such other step in relation to the Client Money Claim?</i></p>	<p>Barclays is not required to disclaim, surrender, abandon, assign or take any other step in relation to its Client Money Claim before its Parallel Unsecured Claim can be admitted for dividend. However, in order for the Administrators to admit the Parallel Unsecured Claim without reference to the value of any Client Money Entitlement, Barclays would first need lawfully to waive its Client Money Claim.</p>	<p>Although the matter is somewhat unclear, Wentworth's true position is that Issue 7(1) does not arise, because the Parallel Unsecured Claim does not exist and/or cannot be waived. Wentworth further asserts that an assignment of the Client Money Entitlement would be conceptually impossible and/or would not affect the quantum of Barclays' proof.</p>	<p>Same as the Administrators' position.</p>	<p>If the answer to Issue 7 is "yes", Barclays is not required to disclaim, surrender, abandon, assign or take any other step in relation to its Client Money Claim before its Parallel Unsecured Claim can be admitted.</p>
<p><b>Issue 7(2):</b> <i>If the value of the Parallel Unsecured Claim is impacted by the Client Money Entitlement, prior to the Client Money Pool being distributed are the Administrators entitled and/or obliged (a) to admit the Parallel Unsecured Claim; and/or (b) to pay a dividend in respect of the Parallel Unsecured Claim? If so, in each case, to what extent should the Client</i></p>	<p>The Administrators are entitled to admit the Parallel Unsecured Claim for dividend (and pay dividends on the admitted amount) prior to the Client Money Pool being distributed. In estimating the value of the Parallel Unsecured Claim, any actual or anticipated distributions from the Client Money Pool should be deducted (unless the Client Money Entitlement is waived).</p>	<p>Wentworth's position is that Issue 7(2) does not arise, because the Parallel Unsecured Claim does not exist and/or cannot be waived. If that is wrong, Wentworth does not object to the Administrators' analysis of Issue 7(2). However, even if Barclays waives its Client Money Entitlement, the Administrators would be required to take actual and anticipated distributions into account when valuing the Parallel Unsecured Claim.</p>	<p>Same as the Administrators' position.</p>	<p>If the answer to Issue 7 is "yes":</p> <ol style="list-style-type: none"> <li>1. The Administrators are entitled to admit the Parallel Unsecured Claim for dividend (and pay dividends on the admitted amount) prior to the Client Money Pool being distributed.</li> <li>2. The extent to which the Client Money Entitlement should be taken into account when admitting or paying a dividend in respect of the Parallel Unsecured Claim falls to be determined in</li> </ol>

<p><i>Money Entitlement be taken into account when admitting or paying a dividend in respect of the Parallel Unsecured Claim?</i></p>				<p>accordance with Issue 6.</p>
<p><b>Issue 7(3):</b> <i>If the Parallel Unsecured Claim should not be admitted until a particular time or event, what interim steps (if any) are the Administrators entitled and/or obliged to take to make a provision for the Parallel Unsecured Claim?</i></p>	<p>The issue does not arise, because there is no particular time or event which must occur before the Parallel Unsecured Claim can or should be admitted.</p>	<p>Wentworth’s position is that Issue 7(3) does not arise, because the Parallel Unsecured Claim does not exist and/or cannot be waived. If that is wrong, Wentworth does not disagree with the Administrators’ position.</p>	<p>Same as the Administrators’ position.</p>	<p>Issue 7(3) does not arise, because there is no particular time or event which must occur before the Parallel Unsecured Claim can or should be admitted.</p>
<p><b>Issue 7(4):</b> <i>If the Parallel Unsecured Claim may be admitted but no dividend(s) may be paid in relation thereto until a particular time or event, what interim steps (if any) are the Administrators entitled and/or obliged to take to make a provision for the Parallel Unsecured Claim?</i></p>	<p>The issue does not arise, because there is no particular time or event which must occur before dividends can be paid in respect of the Parallel Unsecured Claim.</p>	<p>Wentworth’s position is that Issue 7(4) does not arise, because the Parallel Unsecured Claim does not exist and/or cannot be waived. If that is wrong, Wentworth does not disagree with the Administrators’ position.</p>	<p>Same as the Administrators’ position.</p>	<p>Issue 7(4) does not arise, because there is no particular time or event which must occur before dividends can be paid in respect of the Parallel Unsecured Claim.</p>
<p><b>Issue 8:</b> <i>If Barclays is not entitled to elect to pursue the Parallel Unsecured Claim to the exclusion of the Client Money Entitlement:</i> <i>(1) Are the Administrators entitled and/or obliged to admit any Unsecured Claim prior to the Client Money Pool being distributed? If so, to what extent should the Client Money Entitlement be taken into account when admitting the Unsecured Claim?</i> <i>(2) If any Unsecured Claim</i></p>	<p>Issue 8 does not arise, because Barclays is entitled to elect to pursue the Parallel Unsecured Claim to the exclusion of the Client Money Entitlement. If that is wrong, the Administrators are entitled to admit the Parallel Unsecured Claim for dividend (and pay dividends on the admitted amount) prior to the Client Money Pool being distributed. In estimating the value of the Parallel Unsecured Claim, any actual or anticipated distributions from the Client Money Pool should be deducted. There is no particular time or event which must occur before any Unsecured Claim can be</p>	<p>Wentworth does not disagree with the Administrators’ position in the event that Issue 8 arises. However, this question is essentially procedural. A situation in which a client has a Parallel Unsecured Claim, but is not entitled to pursue it to the exclusion of its Client Money Entitlement, is functionally equivalent to a situation where a client has no Parallel Unsecured Claim but has a Shortfall Unsecured Claim.</p>	<p>Issue 8 does not arise, because Barclays is entitled to elect to pursue its Parallel Unsecured Claim to the exclusion of the Client Money Entitlement. In view of the hypothetical nature of Issue 8, Barclays makes no comments at this stage (but reserves its rights to do so if necessary), other than that the decision in <i>MF Global Shortfall</i> supports the view that there is no required order in which the Administrators must admit proofs or distribute the CMP. If Issue 8 is engaged, the Administrators’ treatment of other creditors who presently possess and have</p>	<p>If Barclays is not entitled to elect to pursue the Parallel Unsecured Claim to the exclusion of the Client Money Entitlement:</p> <ol style="list-style-type: none"> <li>1. The Administrators are entitled to admit the Parallel Unsecured Claim for dividend (and pay dividends on the admitted amount) prior to the Client Money Pool being distributed;</li> <li>2. There is no particular time or event which must occur before any Unsecured Claim can be admitted for dividend; and</li> <li>3. The valuation of the Parallel</li> </ol>

<p><i>should not be admitted until a particular time or event, what interim steps (if any) are the Administrators entitled and/or obliged to take to provide for the Unsecured Claim?</i></p>	<p>admitted for dividend. Accordingly, Issue 8(2) does not arise.</p>		<p>possessed Parallel Unsecured Claims and Client Money Claims will need to be reviewed.</p>	<p>Unsecured Claim falls to be determined in accordance with Issue 6.</p>
<p><b>Issue 9(1):</b>  <i>If Barclays has an Unsecured Claim (whether a Parallel Unsecured Claim, a Shortfall Unsecured Claim or any other Unsecured Claim):</i>  <i>(1) Is such Unsecured Claim subject to a mandatory set-off under Rule 2.85 against any sums owing by LBI to LBIE?</i></p>	<p>None of the Unsecured Claims held by Barclays is affected by or subject to any form of set-off under Rule 2.85.</p>	<p>Any sums owing by LBI to LBIE (as at the date of administration) are subject to a mandatory set-off under Rule 2.85 against any Unsecured Claim assigned to Barclays.</p>	<p>Same as the Administrators' position.</p>	<p>N/A</p>
<p><b>Issue 9(2):</b>  <i>If Barclays has an Unsecured Claim (whether a Parallel Unsecured Claim, a Shortfall Unsecured Claim or any other Unsecured Claim):</i>  <i>(2) Is such Unsecured Claim subject to a mandatory set-off under Rule 2.85 against any sums owing by Barclays to LBIE?</i></p>	<p>No sums were owing by Barclays to LBIE at the date on which the Administrators gave their 2.95 Notice. Accordingly, Rule 2.85 has no application as between Barclays and LBIE.</p>	<p>Wentworth is currently unaware of whether there are any sums owing by Barclays to LBIE. If there are, then such sums are capable of being the subject matter of a set-off.</p>	<p>Same as the Administrators' position.</p>	<p>If Barclays has an Unsecured Claim (whether a Parallel Unsecured Claim, a Shortfall Unsecured Claim or any other Unsecured Claim), such Unsecured Claim is not subject to a mandatory set-off under Rule 2.85 against sums owing by Barclays to LBIE (because there are no such sums).</p>
<p><b>Issue 9(3):</b>  <i>If Barclays has an Unsecured Claim (whether a Parallel Unsecured Claim, a Shortfall Unsecured Claim or any other Unsecured Claim):</i>  <i>(3) Does LBIE have an equitable right to set off such Unsecured Claim against any sums owing by Barclays and/or LBI to LBIE?</i></p>	<p>LBIE does not have any rights of equitable set-off due to the fact that LBIE's cross-claims against LBI have been settled and compromised in their entirety by the LBI/LBIE Settlement.</p>	<p>LBIE has an equitable right to set off Barclays' Unsecured Claim(s) against any sums owing by LBI to LBIE.</p>	<p>Same as the Administrators' position.</p>	<p>N/A</p>

<p><b>Issue 9(4):</b>  <i>If Barclays has an Unsecured Claim (whether a Parallel Unsecured Claim, a Shortfall Unsecured Claim or any other Unsecured Claim):  (4) Does LBIE have a common law right to set off such Unsecured Claim against any sums owing by Barclays and/or LBI to LBIE?</i></p>	<p>The doctrine of legal set-off does not apply.</p>	<p>Wentworth does not have an express position on the issue, but places no reliance on legal set-off.</p>	<p>Same as the Administrators' position.</p>	<p>If Barclays has an Unsecured Claim (whether a Parallel Unsecured Claim, a Shortfall Unsecured Claim or any other Unsecured Claim), then LBIE does not have a common law right to set off such Unsecured Claim against any sums owing by Barclays or LBI to LBIE.</p>
<p><b>Issue 10:</b>  <i>In what manner, and from what date, does the LBI Payment fall to be applied towards the discharge or reduction of:  (1) Barclays' Client Money Entitlement (if any);  (2) Barclays' Unsecured Claim(s) in respect of the ETD Trades (if any); and/or  (3) Barclays' other claims (if any)?</i></p>	<p>The Administrators' primary position is that the entire amount of the LBI Payment was applied towards the reduction of Barclays' Client Money Entitlement in respect of the ETD Trades by USD 777m with effect from the date of the LBI Payment; and that, as a result, Barclays' Parallel Unsecured Claim was reduced in like amount.</p> <p>Alternatively, if Barclays had a Client Money Entitlement of less than USD 777m in respect of the ETD Trades, then the Administrators adopt the following analysis: (1) The LBI Payment extinguished Barclays' Client Money Entitlement in respect of the ETD Trades (being an amount less than USD 777m), and thereby reduced Barclays' Parallel Unsecured Claim by an equivalent amount. (2) Barclays' remaining Unsecured Claim in respect of the ETD Trades was further reduced up to the full amount of the LBI Payment, resulting in a total reduction of USD 777m from Barclays' Unsecured Claim in respect of the ETD Trades.</p>	<p>Same as the Administrators' position (on the assumption that a Parallel Unsecured Claim exists).</p>	<p>Barclays is entitled to elect how the LBI Payment is to be allocated (as between the Client Money Entitlement and the Parallel Unsecured Claim). No such election has been made at the present time.</p>	<p>N/A</p>

<p><b>Issue 11:</b>  <i>Rule 2.72(3)(b)(ii) provides that a proof of debt must state “the total amount of [the creditor’s] claim as at the date on which the company entered administration, less any payments that have been made to [the creditor] after that date in respect of [the creditor’s] claim ...”. On the true construction of the latter provision, does the LBI Payment, or any part thereof, constitute a payment in respect of Barclays’ claim within the scope of Rule 2.72(3)(b)(ii)?</i></p>	<p>The LBI Payment is a payment “<i>in respect of</i>” Barclays’ claim within the scope of Rule 2.72(3)(b)(ii); and the Administrators are entitled and obliged to admit the Barclays Proof for a reduced amount deducting USD 777m, being the amount of the LBI Payment.</p>	<p>Same as the Administrators’ position.</p>	<p>The LBI Payment, as a part payment made to Barclays after the date of the submission of the proof, does not constitute a payment within the scope of Rule 2.72(3)(b)(ii). The entire amount of the Barclays Proof is therefore provable.</p>	<p>N/A</p>
<p><b>Issue 12:</b>  <i>Are the Administrators entitled and/or obliged to admit the Barclays Proof for a reduced amount deducting an amount in respect of the LBI Payment (or any part thereof)?</i></p>	<p>The LBI Payment is required to be taken into account for the purposes of valuing and admitting the Barclays Proof (regardless of the value of Barclays’ Client Money Entitlement in respect of the ETD Trades).</p>	<p>Same as the Administrators’ position.</p>	<p>Barclays’ primary position is that it is not necessary for the Court to consider the issue of admission, because under the Insolvency Rules Statutory Interest is payable on debts proved (and paid), rather than on admitted debts.</p> <p>If that construction is wrong, then Barclays’ position regarding admission is that (assuming Barclays elects to allocate the LBI Payment towards Barclays’ Unsecured Claim): (a) in the first instance, the Administrators are obliged to admit the full Barclays Proof as a matter of insolvency law; or alternatively (b) the Administrators should be directed by the Court (under the rule in <i>Ex parte James</i> and/or paragraph 74 of Schedule B1), and/or are estopped from refusing, to admit the full Barclays Proof. In either event, to avoid double-recovery, appropriate</p>	<p>N/A</p>

			credit should be given for the LBI Payment.	
<p><b>Issue 13:</b>  <i>Does (i) the creation of the Dedicated Reserve; and/or (ii) the LBI Payment; and/or (iii) the Administrators' consent thereto; and/or (iv) any other action relating to the creation of the Dedicated Reserve and payment therefrom, itself constitute (a) an admission to proof; and/or (b) payment of a dividend by the Administrators of part of the Barclays Proof in an amount equal to such payment?</i></p>	<p>The Barclays Proof has never been admitted in part or in full at any time, and no dividend has ever been paid in respect of the Barclays Proof at any time.</p>	<p>Same as the Administrators' position.</p>	<p>In the event that Barclays elects to pursue its Unsecured Claim, the Court should "deem" the Administrators' actions as constituting an admission of at least the amount of the LBI Payment.</p>	<p>N/A</p>
<p><b>Issue 14:</b>  <i>If the Barclays Proof should be admitted without deducting an amount in respect of the LBI Payment (or any part thereof), are the Administrators entitled and/or obliged to give credit for the Sterling Equivalent of the LBI Payment (or any part thereof) when paying dividends in respect of the Barclays Proof?</i></p>	<p>On the true construction of the Rules, Issue 14 does not arise at all. If (which is denied) Issue 14 does arise, Barclays must not be permitted to recover more than 100p in the £. The legal mechanism for achieving this result is, however, wholly unclear; and the burden falls on Barclays to identify an appropriate mechanism.</p>	<p>Same as the Administrators' position.</p>	<p>Barclays does not take the position that it should be entitled to any double-recovery. Therefore, Barclays contends that the Barclays Proof should be admitted in full and credit given for the Sterling Equivalent of the LBI Payment (preserving Barclays' right to Statutory Interest on the full amount). There are a number of mechanisms whereby credit may be given to take into account the LBI Payment. One such mechanism might be an undertaking by Barclays acknowledging that it has already received USD 777m from LBI in respect of the principal amount of its Proof.</p>	<p>If the Barclays Proof should be admitted without deducting an amount in respect of the LBI Payment (or any part thereof), then the Administrators are entitled and obliged to pay dividends equal to no more than 100p in the £ of Barclays' total Unsecured Claim (giving credit for the LBI Payment, the amount of which falls to be calculated in accordance with Issue 15).</p>
<p><b>Issue 15:</b>  <i>In relation to Issues 10 to 14 and Issue 19, how is the amount in respect of the LBI Payment to be calculated? In particular, if it is the Sterling Equivalent that is to be taken into account,</i></p>	<p>If Barclays' Unsecured Claim in respect of the ETD Trades is denominated in USD, then: (a) The USD amount of the LBI Payment should be deducted from the USD amount of Barclays' Unsecured Claim in respect of the ETD Trades (giving the "Net USD Amount");</p>	<p>Wentworth has insufficient information to take a position on this issue.</p>	<p>(a) The Unsecured Claim in respect of the ETD Trades is denominated in USD and was converted into GBP under Rule 2.86 using the exchange rate at the Time of the Administration for the purposes of proof.  (b) The LBI Payment should be</p>	<p>N/A</p>



<p><i>should the Sterling Equivalent of the LBI Payment be calculated based on the exchange rate prevailing at:</i></p> <p><i>(1) The Time of Administration;</i></p> <p><i>(2) The time when Barclays received the LBI Payment;</i></p> <p><i>or</i></p> <p><i>(3) Some other time?</i></p>	<p>(b) the Net USD Amount should be converted into GBP pursuant to Rule 2.86 (giving the “Net GBP Amount”); and (c) the Net GBP Amount should be admitted for dividend, and Statutory Interest should be paid on the Net GBP Amount.</p> <p>If Barclays’ Unsecured Claim in respect of the ETD Trades is denominated in a currency other than USD (including GBP) (the “Foreign Currency”), then: (a) The USD amount of the LBI Payment should be converted into the Foreign Currency based on the exchange rates prevailing on the date of the LBI Payment (giving the “Converted Foreign Currency Amount”); (b) the Converted Foreign Currency Amount should be deducted from Barclays’ Unsecured Claim in respect of the ETD Trades (giving the “Net Foreign Currency Amount”); (c) the Net Foreign Currency Amount should be converted into GBP pursuant to Rule 2.86 (giving the “Net GBP Amount”); and (d) the Net GBP Amount should be admitted for dividend, and Statutory Interest should be paid on the Net GBP Amount.</p>		<p>converted into GBP using the exchange rate prevailing at the Time of the Administration (giving the “Sterling Equivalent of the LBI Payment”).</p> <p>(c) Statutory Interest is payable on the Sterling Equivalent of the LBI Payment for the period from the Time of the Administration to the date the payment was received by Barclays (i.e. 2 July 2015).</p> <p>(d) The Sterling Equivalent of the LBI Payment should be deducted from the total GBP amount of the Barclays Proof to give the outstanding principal sum (the “Outstanding Principal”).</p> <p>(e) The Outstanding Principal should be paid as a dividend to Barclays (the “Final Dividend”).</p> <p>(f) Statutory Interest is payable on the Outstanding Principal for the period from the Time of the Administration to the future date on which the Final Dividend is paid.</p> <p>NB: assuming that the Unsecured Claim is denominated in USD, this leads to the same result as the Administrators’ analysis.</p>	
<p><b>Issue 16:</b></p> <p><i>If Barclays has an Unsecured Claim in respect of the ETD Trades, in what currency (or currencies) is such Unsecured Claim denominated (prior to any conversion under Rule 2.86)?</i></p>	<p>Barclays’ Unsecured Claim(s) in respect of the ETD Trades are denominated in USD (prior to conversion under Rule 2.86). In other words, USD is the “money of account”.</p>	<p>Wentworth has insufficient information to take a position on this issue. In particular, the information relating to the denomination of Barclays’ various claims is insufficient.</p>	<p>Same as the Administrators’ position.</p>	<p>N/A</p>
<p><b>Issue 17:</b></p>	<p>Statutory Interest is payable only on</p>	<p>Same as the Administrators’</p>	<p>On the true construction of Rule</p>	

<p><i>On the true construction of Rule 2.88(7), if the Barclays Proof should be admitted for a reduced amount by deducting an amount in respect of the LBI Payment (or any part thereof), is the debt on which Statutory Interest is payable: (i) the amount admitted to proof; or (ii) the amount that would have been admitted to proof but for such deduction?</i></p>	<p>the amount of the Barclays Proof which is admitted for dividend.</p>	<p>position.</p>	<p>2.88(7), Statutory Interest is payable on debts eligible for and submitted for proof in relation to which payment has been received. As a result, if the Barclays Proof were admitted for a reduced amount, the debt on which Statutory Interest is payable would be the amount that would have been admitted but for the deduction.</p>	
<p><b>Issue 18:</b>  <i>If the Administrators admit the Barclays Proof for a reduced amount by deducting an amount in respect of the LBI Payment (or any part thereof):</i>  <i>(1) Should the Administrators be directed under the rule in Re Condon; ex p. James (1873-74) LR 9 Ch App 609; and/or</i>  <i>(2) Should the Administrators be directed under paragraph 74 of Schedule B1; and/or</i>  <i>(3) Are the Administrators estopped from refusing to pay Statutory Interest on some amount other than the sum admitted to proof? If so, how should such amount be calculated, and from what date should Statutory Interest be paid thereon?</i></p>	<p>The Court has no jurisdiction to order the Administrators to pay Statutory Interest on any amount other than the sum admitted for dividend in respect of the Barclays Proof. Neither the rule in <i>Ex parte James</i>, paragraph 74 of Schedule B1 nor any concept of estoppel confers jurisdiction on the Court to modify the statutory scheme for the payment of Statutory Interest. Even if the Court had such a power, there would be no basis for exercising it in the present case.</p>	<p>Same as the Administrators' position.</p>	<p>The Court has jurisdiction, and the tests are satisfied, to direct the Administrators under the rule in <i>Ex parte James</i> and/or paragraph 74 of Schedule B1 to pay Statutory Interest on the full value of Barclays' claim against LBIE. Alternatively, the Administrators are estopped from refusing to pay Statutory Interest on the full Barclays Proof.</p>	<p>N/A</p>
<p><b>Issue 19:</b>  <i>If the Barclays Proof should be admitted without</i></p>	<p>The Barclays Proof should be admitted for a reduced amount deducting the LBI Payment. If this</p>	<p>Wentworth does not address Issue 19 directly.</p>	<p>Statutory Interest is payable on the amount equivalent to the LBI Payment from the date of the</p>	<p>If the Barclays Proof should be admitted without deducting an amount in respect of the LBI</p>

<p><i>deducting an amount in respect of the LBI Payment (or any part thereof), on the true construction of Rule 2.88(7), in calculating the principal sum on which Statutory Interest is payable in respect of the Barclays Proof, should such principal sum be reduced by the Sterling Equivalent of the LBI Payment from the date when Barclays received the LBI Payment (or any other date)?</i></p>	<p>submission is correct, then Issue 19 does not arise. Issue 19 only arises if the Barclays Proof should be admitted without any deduction in respect of the LBI Payment. In that case, the Administrators concur with Barclays' position.</p>		<p>Administration to the date that payment was made (i.e. 2 July 2015), and on the outstanding balance of the Barclays Proof from the date of the Administration to the date of payment.</p>	<p>Payment (or any part thereof), then:</p> <ol style="list-style-type: none"> <li>1. Statutory Interest is payable on the full amount of Barclays' Unsecured Claim without any deduction for the LBI Payment from 15 September 2008 (being the date of administration) until 2 July 2015 (being the date of the LBI Payment); and</li> <li>2. Statutory Interest is payable on the outstanding balance of Barclays' Unsecured Claim (deducting the LBI Payment) from 2 July 2015 until the date when the balance is paid.</li> </ol>
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