

# S.192

## Liquidator's Statement of Receipts and Payments Pursuant to Section 192 of The Insolvency Act 1986

To the Registrar of Companies

For Official Use

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Name of Company  
**Treat (UK) Venture Limited**

Company Number

**04271628**

We,  
Geoffrey Lambert Carton-Kelly  
25 Farringdon Street  
London EC4A 4AB

Bruce Alexander Mackay  
25 Farringdon Street  
London EC4A 4AB

the Liquidators of the company, attach a copy of our statement of receipts and payments under section 192 of the Insolvency Act 1986

Signed \_\_\_\_\_  
Geoffrey Lambert Carton-Kelly



\_\_\_\_\_  
Bruce Alexander Mackay

Signed on behalf of:  
Under a power of attorney  
Dated 10/5/11

Dated \_\_\_\_\_

Baker Tilly Restructuring and Recovery LLP  
25 Farringdon Street, London EC4A 4AB  
Ref BAM/LMM/LPB

For Official Use

Insolvency Sect

Post Room

SATURDAY



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14/05/2011

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COMPANIES HOUSE

## Statement of Receipts and Payments under Section 192 of the Insolvency Act 1986

Name of Company Treat (UK) Venture Limited

Company Registered Number 04271628

State whether members' or creditors' voluntary winding up Members Voluntary Liquidation

Date of commencement of winding up 14 January 2010

Date to which this statement is brought down 6 May 2011

### Name and Address of Liquidators

Name	Geoffrey Lambert Carton-Kelly
At the office of	Baker Tilly Restructuring and Recovery LLP
Address	25 Farringdon Street London EC4A 4AB
Name	Bruce Alexander Mackay
At the office of	Baker Tilly Restructuring and Recovery LLP
Address	25 Farringdon Street London EC4A 4AB

#### (1) Form and Contents of Statement

Every statement must contain a detailed account of all the liquidator's realisations and disbursements in respect of the company. The statement of realisations should contain a record of all receipts derived from assets existing at the date of the winding up resolution and subsequently realised, including balance in bank, book debts and calls collected, property sold etc., and the account of disbursements should contain all payments for costs and charges, or to creditors or contributories. Where property has been realised, the gross proceeds of sale must be entered under realisations and the necessary payments incidental to sales must be entered as disbursements. These accounts should not contain payments into the Insolvency Services Account (except unclaimed dividends – see Para 5) or payments into or out of bank, or temporary investments by the liquidator, or the proceeds of such investments when realised, which should be shown separately.

(a) By means of the bank pass book

(b) By a separate detailed statement of monies invested by the liquidator, and investments realised

Interest allowed or charged by the bank, bank commission, etc., and profit or loss upon the realisation of temporary investments, should, however, be inserted in the accounts of realisations or disbursements as the case may be. Each receipt and payment must be entered in the account in such a manner as sufficiently to explain its nature. The receipts and payments must severally be added up at the foot of each sheet, and the totals carried forward from one account to another without any intermediate balance, so that the gross totals shall represent the total amounts received and paid by the liquidator respectively.

#### (2) Trading Account

When the liquidator carries on a business, a trading account must be forwarded as a distinct account, and the totals of receipts and payments on the trading account must alone be set out in the statement.

#### (3) Dividends, &c

When dividends or instalments of compositions are paid to creditors, or a return of surplus assets is made to contributories, the total amount of each dividend, or instalment of composition or return to contributories, actually paid, must be entered in the statement of disbursements as one sum, and the liquidator must forward separate accounts showing in lists the amount of the claim of each creditor, and the amount of dividend or composition payable to each creditor, and of surplus assets payable to each contributory, distinguishing in each list the dividends or instalments of composition and shares of surplus assets actually paid and those remaining unclaimed.

(4) When unclaimed dividends, instalments of composition or returns of surplus assets are paid into the Insolvency Services Account, the total amount so paid in should be entered in the statement of disbursements as one sum.

(5) Credit should not be taken in the statement of disbursements for any amount in respect of liquidator's remuneration unless it has been duly allowed by resolutions of the liquidation committee or of the creditors or of the company in general meeting, or by order of court as the case may require.

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**REALISATIONS**

Date	Receipts From	Nature of receipts or payments/explanation	Total £
<b>Total realisations carried forward to next abstract:</b>			<b>0.00</b>

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**DISBURSEMENTS**

Date	Payments To	Nature of receipts or payments/explanation	Total £
<b>Total disbursements carried forward to next abstract:</b>			<b>0.00</b>

## Analysis of balance

	£	£
Total realisations	0 00	
Total disbursements	0 00	
Net Realisations	<u>0 00</u>	0 00
Post Appointment Sales	0 00	
Post Appointment Expenditure	0 00	
Trading Surplus (Deficit)	<u>0 00</u>	0 00
Balance held		<u>0 00</u>
This balance is made up as follows		
1 Cash in hands of liquidator		0 00
2 Balance at bank		0 00
3 Amount in Insolvency Services Account		0 00
4 Amounts invested by liquidator	0 00	
Less The cost of investments realised	<u>0 00</u>	
Balance		0 00
5 Accrued Items		0 00
Total Balance as shown above		<u>0 00</u>

## Statements by Liquidator

**The amount of the estimated assets and liabilities at the date of the commencement of the winding up.**

£

Assets (after deducting amounts charged to secured creditors including the holders of floating charges)	231,700 00
Liabilities - Fixed charge creditors	0 00
Floating charge holders	0 00
Preferential creditors	0 00
Unsecured creditors	0 00

**The total amount of the capital paid up at the date of the commencement of the winding up.**

£

Paid up in cash	4 00
Issued as paid up otherwise than for cash	0 00

**The general description and estimated value of any outstanding assets.**

Asset Type	Estimated To Realise
-	-

**Reasons why the winding up cannot yet be concluded**

N/a

**The period within which the winding up is expected to be completed**

Final meeting held 6 May 2011

**ANNEXURE A OF 1 PAGES REFERRED TO IN FORM 4.68 - LIQUIDATOR'S STATEMENT OF RECEIPTS AND PAYMENTS.**

Signed: *Matthew*

Signed on behalf of: *Bruce*  
Under a power of attorney *Matthew*  
Dated: *10/5/11*

**FIRST AND FINAL DIVIDEND FOR ORDINARY SHAREHOLDERS**

Date Paid: 1 April 2011  
Total Paid: 226,806 88  
Total In Cash: 0 00  
Total In Specie: 226,806 88  
Capital Paid: 0 00  
Income Paid: 0 00

Shareholder	No Of Shares	Paid in Cash	Paid in Specie	Unclaimed
Diageo Great Britain Limited	3 Ordinary A	0 00	138,124 88	0 00
Pernod Ricard SA	1 Ordinary B	0 00	88,682 00	0 00

**DATED 12 February 2011**

**BRUCE ALEXANDER MACKAY**

**-to-**

**MATTHEW ROBERT HAW**

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**POWER OF ATTORNEY**

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## POWER OF ATTORNEY

THIS POWER OF ATTORNEY dated 12 February 2011 is made by Bruce Alexander Mackay (the “Principal”) of Baker Tilly Restructuring and Recovery LLP, 25 Farringdon Street, London, EC4A 4AB.

1. The Principal appoints for the matters dealt with in subparagraphs (i) to (iii) below Matthew Robert Haw of Baker Tilly Restructuring and Recovery LLP, 25 Farringdon Street, London, EC4A 4AB (the “Attorney”) as his agent and attorney for him in his name and on his behalf to
  - (i) do on his behalf anything which he can lawfully do as Special Manager, Interim Receiver, Receiver, Administrative Receiver, Provisional Liquidator, Liquidator, Administrator, Nominee/Supervisor of an Individual/Company Voluntary Arrangement, Supervisor of a Scheme of Arrangement under s425 Companies Act 1985, Trustee in Bankruptcy, Interim or Permanent Trustee in a Sequestration, Trustee under a Deed of Arrangement, Trustee under a Trust Deed, Trustee of a Partnership or Administrator of a Deceased Individual’s Estate or any other formal insolvency appointment in any jurisdiction, whether a sole or joint appointment (each an “Appointment”);
  - (ii) execute and/or deliver, whether as a deed or otherwise, any document or instrument which may be required and to do any other act, matter or thing in connection with an Appointment which the Attorney shall consider necessary or expedient; and
  - (iii) accept on his behalf a new Appointment jointly with him

2. The Principal undertakes to ratify and confirm everything which the Attorney shall do or cause to be done by virtue of this instrument
3. In favour of the Attorney and any person dealing with him, any document executed by the Attorney in good faith pursuant to this Power of Attorney will, for all purposes, be valid and binding on the Principal.
4. The Principal authorises the delivery of a copy of this Power of Attorney to any person or persons who may reasonably require a copy.
5. This Power of Attorney shall be irrevocable for three months from the date of this Power of Attorney
6. This Power of Attorney will be governed by and construed in accordance with English law.

The Principal has shown his acceptance of the terms of this Power of Attorney by executing it as a deed below.

SIGNED AND DELIVERED  
as a deed by **BRUCE ALEXANDER MACKAY**  
in the presence of

)  
)  
)



Witness's signature: MARY PERMAUL

Witness's name:  
(in capitals)



Witness's address:

46 BAKER TILLY  
25 FARRINGTON ST  
LONDON  
EC4A 4AB

Date:

11.02.11