

## The Insolvency Act 1986

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

To the Registrar of Companies

For Official Use

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Company Number

00042775

Name of Company

Post Inns Limited /

I / We

C P Holder, Toronto Square, Toronto Street, Leeds, LS1 2HJ

S C E Mackellar, 2nd Floor, Palm Grove House, PO Box 4571, Tortolla, British Virgin Islands, VG1110

the liquidator(s) of the company attach a copy of my/our statement of receipts and  
payments under section 192 of the Insolvency Act 1986

Signed




Date 18/8/2016

SIGNED UNDER POWER OF ATTORNEY FOR S C E MACKELLAR

AlixPartners  
The Zenith Building  
26 Spring Gardens  
Manchester  
M2 1AB

Ref PG08MVL/CWIL/NSTA/SAD

For Official Use	
Ins	
FRIDAY	*A5DP9RVF*
A10	19/08/2016 #356
COMPANIES HOUSE	

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

Name of Company ✓ Post Inns Limited

Company Registered Number 00042775

State whether members' or  
creditors' voluntary winding up Members

Date of commencement of winding up 14 February 2008

Date to which this statement is  
brought down 13 August 2016 ✓

Name and Address of Liquidator

C P Holder, Toronto Square, Toronto Street, Leeds, LS1 2HJ

S C E Mackellar, 2nd Floor, Palm Grove House, PO Box 4571, Tortolla, British Virgin Islands, VG1110

## NOTES

You should read these notes carefully before completing the forms. The notes do not form part of the return to be sent to the registrar of companies.

### Form and Contents of Statement

(1) 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 at bank, book debts and calls collected, property sold etc., and the account of disbursements should contain all payments of costs, charges and expenses, or to creditors or contributories. Receipts derived from deposit accounts and money market deposits are to be included in the 'balance at bank'. Only actual investments are to be included in the 'amounts invested' section in the analysis of balance on page 5 of the form. 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. A payment into the Insolvency Services Account is not a disbursement and should not be shown as such, nor are payments into a bank, building society or any other financial institution. However, the interest received on any investment should be shown in the realisations. 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 represent the total amounts received and paid by the liquidator respectively.

### Trading Account

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

### Dividends

(3) When dividends, instalments of compositions, etc. are paid to creditors or a return of surplus assets is made to contributories, the total amount of each dividend, etc. 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, etc. payable to each creditor or contributory.

(4) When unclaimed dividends, etc. are paid into the Insolvency Services Account, the total amount so paid in should be entered in the statement of disbursements as one sum. The items to be paid in relation to unclaimed dividends should first be included in the realisations side of the account.

(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 the court as the case may require, or is otherwise allowable under the provisions of the Insolvency Rules.

NOTE No balance should be shown on this account but only the total realisations and disbursements which should be carried forward to the next account



**Analysis of balance**

Total realisations  
Total disbursements

£
7,590,574 00
7,590,574 00
Balance £ 0 00

This balance is made up as follows

- 1 Cash in hands of liquidator
- 2 Balance at bank
- 3 Amount in Insolvency Services Account

- 4 Amounts invested by liquidator  
Less The cost of investments realised  
Balance
- 5 Accrued Items

£	0 00
£	0 00
	0 00
	0 00
	0 00
	0 00
	0 00

Total Balance as shown above

NOTE - Full details of stocks purchased for investment and any realisation of them should be given in a separate statement

The Liquidator should also state -

- (1) 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)	7,590,574 00
Liabilities - Fixed charge creditors	0 00
Floating charge holders	0 00
Preferential creditors	0 00
Unsecured creditors	6,626,182 00

- (2) The total amount of the capital paid up at the date of the commencement of the winding up -

Paid up in cash	925,000 00
Issued as paid up otherwise than for cash	0 00

- (3) The general description and estimated value of any outstanding assets (if there is insufficient space here, attach a separate sheet)

None

- (4) Why the winding up cannot yet be concluded

HMRC tax enquiry

- (5) The period within which the winding up is expected to be completed

12 months

# Power of Attorney

By Stuart Mackellar

A handwritten signature in black ink, appearing to read 'Stuart Mackellar', located in the bottom right corner of the page.

This power of attorney is made by Stuart Mackellar of c/o 2nd Floor, Palm Grove House, Road Town, Tortola, British Virgin Islands

## **1. Appointment and powers**

The Principal appoints the persons whose names and addresses are set out in Schedule 1 to this power of attorney (**Attorneys** and each an **Attorney**) and in the Principal's name and in his/her professional capacity as an insolvency practitioner, including (but not limited to) any appointment as administrator, receiver, administrative receiver, liquidator, nominee or supervisor of a company voluntary arrangement or individual voluntary arrangement or trustee in bankruptcy or any analogous or associated appointment or procedure in whatever jurisdiction

- 1 1 to sign, execute, deliver and/or issue all agreements, documents, certificates and instruments (all whether as a deed or not) which any Attorney in his or her absolute discretion considers desirable in connection with the Principal's appointment as one of the joint [administrators] [liquidators] [trustees in bankruptcy] [receivers] [receivers] (the **Stated Purpose**)
- 1 2 to take any steps or to do anything which the Attorney in his or her absolute discretion considers desirable in connection with the **Stated Purpose**

## **2. Power by way of security**

This power of attorney shall be irrevocable save with the consent of the Attorneys but shall expire on 28 February 2017.

## **3. Ratification**

The Principal undertakes to ratify and confirm whatever any Attorney does or purports to do in good faith in the exercise of any power conferred by this power of attorney

## **4. Validity**

The Principal declares that a person who deals with any of the Attorneys in good faith may accept a written statement signed by the relevant Attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact

## **5. Indemnity**

The Principal undertakes to indemnify each of the Attorneys fully against all claims, losses, costs, expenses, damages or liability which any of them sustains or incurs as a result of any action taken by any of them in good faith pursuant to this power of attorney (including any cost incurred in enforcing this indemnity)



## 6. Governing law and jurisdiction

This power of attorney (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this power of attorney, its subject matter or its formation (including non-contractual disputes or claims)) shall be governed by and construed in accordance with the law of England and Wales. The Principal irrevocably agrees that the court of England and Wales shall have exclusive jurisdiction to settle any disputes or claim that arises out of or in connection with this power of attorney or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF this Power of Attorney consisting of this and the proceeding page is subscribed as follows

Signed by. Stuart Mackellar

At

On

Stuart Mackellar  
Palm Grove House, Road Town  
12 February 2016

Before this witness

Witness signature

Name

Address

Ally  
ALICIA MOUL  
2ND FLOOR, PALM GROVE HOUSE  
ROAD TOWN, TORTOLA, BVI

See



## Schedule 1

### Attorneys

Name	Address
Charles Peter Holder	Toronto Square, Toronto Street, Leeds, LS1 2HJ
Anne Clare O'Keefe	The Zenith Building, 26 Spring Gardens, Manchester, M2 1AB
Alastair Paul Beveridge	10 Fleet Place, London, EC4M 7RB

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