

Dated the 23<sup>rd</sup> day of October 1903

Guarantee

of

Messrs. *J. David & Co. Mellers*

for

Mr. *J. G. A. Bird*

Amount £100 -

S.B. folio *227*

COWBRIDGE

Branch.

62 A  
Jm

TO THE METROPOLITAN BANK (OF ENGLAND AND WALES), LIMITED.

(a) "Opening" or "Continuing."

In consideration of your *continuing* an

(b) Name, address, and occupation of customer.

account with *James Gilbert Arnold*  
*Burd. of High Street, Cambridge*  
*Ironmonger,* (hereinafter called "the customer"),

(c) Names, addresses, and occupations of guarantors.

*We* *Daniel David, of 12 Kefford*  
*Street, Cardiff, Ironmonger, and Charles*  
*Boon Miller, of Cambridge,*  
*Doctor of Medicine* hereby jointly and

severally agree to pay and satisfy to you up to the amount hereinafter mentioned all moneys and liabilities already advanced, paid, or incurred on such account, or which you may at any time advance, pay, or incur to or for the use, or accommodation of or on the credit of the customer, (whether on current account, or by way of opening or continuation of any new account special or otherwise, or by the discount of, or otherwise in respect of, bills of exchange, promissory notes, or other negotiable securities, drawn, accepted, or endorsed by him, or otherwise howsoever) together with all interest, discount, commission, and other banking charges, law and other costs, charges and expenses, which may be or become payable in connection therewith.

And we further agree as follows:—

This guarantee shall be a continuing guarantee, and in full force and binding on us and our respective executors or administrators until three calendar months after each of us shall have given or sent to you notice in writing of our intention to discontinue and determine the same, and shall have paid to you all moneys up to the limit of our liability due at the expiration of such notice, and you shall be at liberty on receipt of such notice at any time within the three calendar months to open a fresh account with the customer, and to appropriate thereto all payments subsequently made to you by him and not expressly appropriated by him to the old account without prejudice to our said liability to the extent aforesaid.

You shall in any case be at liberty, and without our further assent or knowledge, at any time to grant to the customer, or any person liable with or for him, whether as guarantor or otherwise, any time or indulgence, and to determine, enlarge or vary his credit, and to vary, exchange or release any other securities held or to be held by you for or on account of the moneys intended to be hereby secured or any part thereof, and to renew any bills, notes, or other negotiable securities, and to compound or make any other arrangements with him, or any person so liable with or for him, as you may think fit, without discharging or in any manner affecting our liability under this guarantee.

If the customer shall become bankrupt or insolvent or enter into any arrangement or make any composition with his creditors, you may (notwithstanding payment to you by us or any of us or any other person of the whole or any part of the amount hereby guaranteed) rank as creditors and prove against his estate for the full



amount of your claim, or agree to and accept any composition in respect of the same, and you may and shall receive and retain the whole of the dividends, composition or other payments thereon, to the exclusion of all our rights as guarantors for the customer in competition with you, until your claim is fully satisfied; and we will not, nor will any of us, by paying off the sum guaranteed or any part thereof, or upon any other ground, prove or claim to prove in respect of the sum guaranteed or any part thereof, until the whole of your claim against the customer has been satisfied.

To the intent that you may obtain satisfaction of the whole of your claim against the customer we agree that you may enforce and recover upon this guarantee the full amount hereby guaranteed and interest thereon notwithstanding any such proof or composition as aforesaid, and notwithstanding any other guarantee, security or remedy, guarantees, securities or remedies which you may hold or be entitled to in respect of the sum intended to be hereby secured or any part thereof, and notwithstanding any charges for interest which may be debited in your account current with the customer, or in any other account upon which he may be liable.

Notwithstanding anything hereinbefore contained this guarantee shall extend to all accounts of the customer whether the same are his solely, or are accounts on which he is or may become liable jointly, in any manner whatsoever, with any company or person or persons, and in whatever name or firm the same may stand.

You shall also be at liberty to release or discharge any of us from the obligations of this guarantee, or to accept any composition from or make any other arrangement with any of us without thereby releasing or discharging the other or others of us or otherwise prejudicing or affecting your rights and remedies against the other or others of us.

Our liability on this guarantee shall not exceed in the whole the principal sum of *One hundred* pounds and interest thereon at the rate of five per cent. per annum from the date on which demand for payment shall have been made by you upon us.

As witness our hands this *23<sup>rd</sup>* day of *October* 190*3*

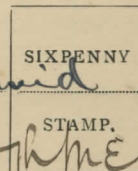
Witness to the Signature of the above named.....

*D. David & C. B. Meller,*

Name *Northomas*

Address *Metropolitan Bank  
Camberwell*

Occupation *Act Bank Manager*



*D. David*  
*Charles Booth Meller*

To  
**THE LONDON CITY AND MIDLAND BANK LIMITED.**

GENTLEMEN,

I having given a Guarantee for £100-  
jointly and severally with another to the  
Metropolitan Bank (of England and Wales) Limited, in respect  
of the Account of J. G. H. Bird, hereby  
request and direct the transfer of the said Account from the  
Books of the Metropolitan Bank (of England and Wales)  
Limited, to your Books, and declare that the said  
Guarantee for £100- shall be held by and shall be  
available as a Security to you in all respects as though it had  
been originally given to you, and as though your name had  
been used throughout in lieu of the name of the Metropolitan  
Bank (of England and Wales) Limited.

Yours truly

(Signature) Charles Booth Meller

(Address) 58 High St

Coventry

(Date) July 25/14