

# Dyslexia Foundation of New Zealand

Recognition · Understanding · Action

## DYSLEXIA FOUNDATION OF NEW ZEALAND

BETWEEN

**Guy William Clayton Pope-Mayell**  
&  
**Suzanne Jane Pope-Mayell**  
("the Settlers")

AND

**Guy William Clayton Pope-Mayell**  
&  
**Suzanne Jane Pope-Mayell**  
&  
**Lorna Helen Timms**  
("the Trustees")



**THIS DEED** is made this 20<sup>th</sup> day of October 2006

**PARTIES**

- 1 **GUY WILLIAM CLAYTON POPE-MAYELL** company director and **SUZANNE JANE POPE-MAYELL** educator both of Christchurch ("Settlers")
- 2 **GUY WILLIAM CLAYTON POPE-MAYELL, SUZANNE JANE POPE-MAYELL** and **LORNA HELEN TIMMS** tutor of Christchurch ("Trustees")

**BACKGROUND**

- A The Settlers wish to establish a charitable trust in New Zealand ("the trust") for the purposes described in clause 6 of this deed.
- B The Settlers have, concurrently with the execution of this deed, transferred to and vested in the trustees the sum of ONE THOUSAND DOLLARS (\$1,000.00) to be held upon and subject to the trusts set forth in this deed.
- C The Trustees have been appointed by nomination as follows:
  - 1 Guy Pope-Mayell by Suzanne Jane Pope-Mayell;
  - 2 Suzanne Jane Pope-Mayell by Guy Pope-Mayell;
  - 3 Lorna Helen Timms by Guy Pope-Mayell and Suzanne Jane Pope-Mayell.
- D The parties have agreed to enter into this deed specifying the purposes of the trust and providing for its control and government.

**THIS DEED WITNESSES**

**1 Interpretation**

- 1.1 In this deed, unless the context otherwise requires the following expressions shall have the meaning ascribed to them:
  - (a) The "objects", the "purposes", the "charitable purposes" and the "trust purposes" shall mean the "trust purposes" as set out in clause 6 of this deed.
  - (b) "Trust Fund" means the sum of ONE THOUSAND DOLLARS (\$1,000.00) given to the Trustees. It also includes any money, investments or other property paid or given to or acquired by the Trustees after this deed has been signed with the intention that it be held by the Trustees on the trusts and with the powers set out in this deed. The Trust Fund also includes the sale proceeds or conversion of any asset in the Trust Fund and the net income arising in each financial period, as determined by the Trustees, from the same.
  - (c) "Trustees" includes the Trustees or Trustee for the time being of trusts created under this deed whether original, additional or substituted.

1.2 Headings are for convenience only and are not to be used as aids to the interpretation of this deed.

## **2 Declaration of Trust**

2.1 The Trustees acknowledge that the Trustees will hold the Trust Fund on trust for the charitable purposes specified in clause 6 and in accordance with the provisions of this deed ("the Trust").

## **3 Name**

3.1 The name of the Trust shall be the "**DYSLEXIA FOUNDATION OF NEW ZEALAND**".

## **4 Office**

4.1 The office of the Trust shall be such place in Christchurch as the Board of Trustees may determine.

## **5 Activities Limited to New Zealand**

5.1 The activities of the Trust will be limited to within New Zealand.

## **6 Purposes**

6.1 The purposes and aims of the trust are to devote or apply both capital and income of the trust fund to, or for, any charitable purpose in New Zealand, which are from time to time selected by the trustees and are valid charitable purposes and it is declared that the provisions and effect of this clause shall not be altered, negated or otherwise modified on a basis which would result in the trust ceasing to be for charitable purposes within New Zealand. Without limiting this in any way, such purposes may also include:

- (a) increasing the awareness, recognition, understanding, and acceptance of dyslexia as a way of thinking in New Zealand; and
- (b) providing information, resources, assistance, facilities and undertaking any activities that support the valid charitable purpose(s) in New Zealand selected by the trustees from time to time.

6.2 Notwithstanding anything herein contained or implied, no power or reservation expressed or implied herein shall authorise the trustees to do or suffer any act which does not further the charitable purposes hereof and the declaration of charitable purposes herein shall at all times be paramount so as to exclude any act or omission which is or may be deemed to be not in accordance with such purposes.

## **7 Members of the Board**

### **7.1 Numbers**

The Board of Trustees ("the Board") shall consist of not less than three (3) nor more than five (5) trustees ("members"). The initial members of the Board shall be the Trustees pursuant to this deed.

## **7.2 Term of Board**

Unless otherwise specified in this deed each member of the Board shall hold office for a term of one (1) year, or until she or he dies, or is declared bankrupt, or shall have his or her property affairs managed under the Protection of Personal and Property Rights Act 1988 upon the grounds of lack of competency to manage those affairs, or is a "patient" as defined in s2 of the Mental Health (Compulsory Assessment and Treatment) Act 1992, or indicates in writing that she or he wishes to resign from the Board. Any retiring member shall be eligible for re-appointment.

## **7.3 Appointment of New Trustees**

The filling of vacancies on the Board shall be carried out as follows:

- (a) in the case of retirement or replacement of the members of the Board appointed by nominating parties, by appointment by the same nominating parties (or the survivor of them if acting jointly) or in the person or persons as the nominating party may by deed (revocable or irrevocable) or by will nominate for the purpose and if there is no such person capable of or willing to exercise such power then in the administrator or the executors or Trustees for the time being of the nominating party provided that if there is no administrator, executor or Trustee able or willing to act then the statutory provisions of the Trustee Act 1956 for the appointment or removal of Trustees shall apply; and
- (b) in the case of retirement or replacement of other members of the Board, without there being any obligation to make any appointment, by appointment by the Board.

## **7.4 Appointment of Further Trustees**

The Board may at any time appoint up to two (2) further members for terms which shall expire no later than the time when the terms of the members of the Board appointed by nominating parties expire.

## **7.5 Termination of Trusteeship**

- (a) The Board may, by a motion decided by a two-thirds (2/3) majority of votes, terminate a member's membership of the Board if it believes that such action is in the best interest of the trust.
- (b) The person or persons having power to nominate new trustees pursuant to clause 7.3 (a) herein (provided that if there is no administrator, executor or Trustee able or willing to act then the statutory provisions of the Trustee Act 1956 for the appointment or removal of Trustees shall apply) shall have power without being obliged to give any reason to remove their nominee as trustee provided that if such removal will result in the number of continuing trustees being reduced to below three (3) this power of removal shall be exercisable only in conjunction with the appointment of a new trustee or new trustees so that there shall at all times be at least two trustees.

## **8 Powers**

### **8.1 General and Specific Powers**

In addition to the powers implied by the general law of New Zealand or contained in the Trustee Act 1956, the powers which the Board may exercise in order to carry out its charitable purposes are as follows:

- (a) to use the fund of the trust as the Board thinks necessary or proper in payment of the costs and expenses of the trust, including the employment of professional advisers, agents, officers and staff as appears necessary or expedient; and
- (b) to purchase, take on lease or in exchange or hire or otherwise acquire any land or personal property and any rights or privileges which the Board thinks necessary or expedient for the purpose of attaining the objects of the trust and to sell, exchange, bail or lease, with or without option of purchase, or in any manner dispose of any such property, rights or privileges as aforesaid; and
- (c) to carry on any business; and
- (d) to invest surplus funds in any way permitted by law for the investment of trust funds and upon such terms as the Board in its absolute discretion thinks fit and the trustees are not liable for any decision, or failure, to not diversify investments; and
- (e) to borrow or raise money from time to time, with or without security, and upon such terms as to priority and otherwise as the Board thinks fit; and
- (f) to do all things as may from time to time be necessary or desirable to enable the Board to give effect to and to attain the charitable purposes of the trust; and
- (g) the Trustees may in their absolute discretion pay, apply or transfer the whole or any part of the capital of the Trust Fund to the charitable purposes and this may be done at such times, in such manner and subject to such terms and conditions as the Trustees may decide; and
- (h) the Trustees may accumulate the income of the Trust Fund in any accounting period. This accumulated income may be added to the capital of the Trust Fund to be held on the same trusts. This power is in addition to any other power the Trustees may have to accumulate income.

## **8.2 Incorporation**

The Board is empowered to seek incorporation in accordance with the provisions of the Charitable Trusts Act 1957.

## **8.3 Employment**

Under clause 8.1(a) the Board may employ as agents, officers, and staff, persons who are members of the Board.

## **9 Income, Benefit or Advantage to be Applied to Charitable Purposes**

### **9.1 Application**

Any income, benefit or advantage shall be applied only to the charitable purposes of the trust.

### **9.2 Influence**

No member of the trust or person associated with a member of the trust shall participate in, or materially influence, any decision made by the trust in respect of the payment to or on behalf of that member or associated person of any income, benefit

or advantage whatsoever, except where that income, benefit or advantage is derived from:

- (a) professional services to the trust rendered in the course of business charged at no greater rate than current market rates; or
- (b) interest on money lent at no greater rate than current market rates.

### **9.3 Reasonableness Required**

Any such income paid shall be reasonable and relative to that which would be paid in an arms length transaction (being open market value).

### **9.4 No private benefit**

No individual member or associated person shall receive any form of private income, benefit or advantage from the operations.

### **9.5 Entrenchment**

The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

## **10 Proceedings of the Board**

### **10.1 Meetings**

The Board shall meet at such times and places as it determines, and shall elect a chairperson from amongst its members at its first meeting and at every subsequent annual general meeting.

### **10.2 Chairperson**

The chairperson shall preside at all meetings of the Board at which she or he is present. In the absence of the chairperson from any meeting, the members present shall appoint one of their number to preside at that meeting.

### **10.3 Quorum**

At any meeting of the Board a majority of members shall form a quorum and no business shall be transacted unless a quorum is present.

### **10.4 Voting**

All questions before the Board shall be decided by consensus. However, where a consensus decision cannot be reached on a question, it shall, unless otherwise specified in this deed, be put as a motion to be decided by a majority of votes. If the voting is tied, the motion shall be lost.

## **11 Accounts**

### **11.1 True and Fair Accounts**

The Board shall keep true and fair accounts of all money received and expended.

### **11.2 Audit**

The Board shall, as soon as practicable after the end of every financial year of the Board, cause the accounts of the Board for that financial year to be audited by an accountant appointed for that purpose and the audited accounts shall be made available to the public.

## **12 Power to Delegate**

### **12.1 Power to Delegate**

The Board may, from time to time, appoint any committee and may delegate any of its powers and duties to any such committee or to any person, and the committee or person, as the case may be, may without confirmation by the Board exercise or perform the delegated powers or duties in like manner and with the same effect as the Board could itself have exercised or performed them.

### **12.2 Delegate Bound**

Any committee or person to whom the Board has delegated powers or duties shall be bound by the charitable terms of the trust.

### **12.3 Delegation Revocable**

Every such delegation shall be revocable at will, and no such delegation shall prevent the exercise of any power or the performance of any duty by the Board.

### **12.4 Delegate Need not be Trustee**

It shall not be necessary that any person who is appointed to be a member of any such committee, or to whom any such delegation is made, be a member of the Board.

## **13 Common Seal**

**13.1** The Board shall have a common seal which shall be kept in the custody of the secretary, or such other officer as shall be appointed by the Board, and shall be used only as directed by the Board. It shall be affixed to documents only in the presence of, and accompanied by the signature of, two members of the Board.

## **14 Alteration of Deed**

**14.1** The Board may, by consensus or pursuant to a motion decided by a two thirds majority of votes, by supplemental deed, make alterations or additions to the terms and provisions of this deed provided that no such alteration or addition shall:

- (a) detract from the exclusively charitable nature of the trust or result in the distribution of its assets on winding up or dissolution for any purpose that is not exclusively charitable; or
- (b) be made to clauses 9, 14 or 15 unless it is first approved in writing by the Department of Inland Revenue or other authorised body.

## **15 Disposition of Surplus Assets**

**15.1** The Board may be wound up if at a general meeting of Board members, it passes a resolution to wind up the Trust and that resolution is confirmed at a subsequent general meeting called for that purpose and held not sooner than the 28<sup>th</sup> day and not later than the 42<sup>nd</sup> day after the date on which the resolution to be confirmed was passed.

**15.2** If, either on the winding up, failure or dissolution of the trust, or in the case of the Board having incorporated in accordance with the provisions of the Charitable Trusts Act 1957 (or other act passed in substitution for the same) on the liquidation of the Board or on its dissolution by the Registrar, there remains, after payment of all of the trust debts and liabilities, any property or assets whatsoever, they shall be given or

transferred to trustees for carrying out charitable purposes within New Zealand similar to those set out in this deed, or be applied for such charitable purposes within New Zealand as the Board may, by resolution, determine at, before, or during the winding up, failure, dissolution or liquidation. If the Board is unable to make such decision, such property shall be disposed of in accordance with the directions of a Judge of the High Court pursuant to section 27 of the Charitable Trusts Act 1957 on the application of any member of the Board.

**16 Limitation & indemnity**

**16.1** The Trustees will not be liable for any loss which is not attributable to dishonesty or to the wilful commission by the Trustees of an act known to the Trustees to be a breach of trust.

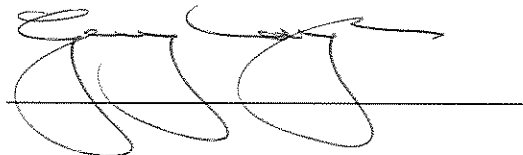
**16.2** Each of the Trustees shall be entitled to a full and complete indemnity from the Trust Fund for any personal liability such trustee may incur in any way arising out of or in connection with such Trustee acting or purporting to act as a Trustee provided that such liability is not attributable to dishonesty or to the wilful commission by the Trustees of an act known to the Trustees to be a breach of trust.

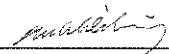
**17 Onerous property**

**17.1** The Trustees will not be bound to accept or take the transfer of any company shares which are not fully paid up, or of any leasehold property, or of any other property which is or may be subject to a liability which could result in the registered or legal owner of such property incurring a liability.

**IN WITNESS** this deed is duly executed.

**SIGNED** by **GUY WILLIAM  
CLAYTON POPE-MAYELL**  
as Settlor in the presence of:

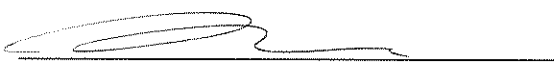
)  
)  
)  


  
\_\_\_\_\_  
Witness signature  
\_\_\_\_\_  
Full name David Willreg Frank WILDING  
\_\_\_\_\_  
Occupation Solicitor  
\_\_\_\_\_  
Christchurch  
\_\_\_\_\_  
Address

*Handwritten initials and scribbles at the bottom right corner.*



**SIGNED** by )  
**SUZANNE JANE POPE- MAYELL** )  
as Settlor in the presence of: )



*David Wilding*  
Witness signature

Full name ~~David Willfred Frank WILDING~~

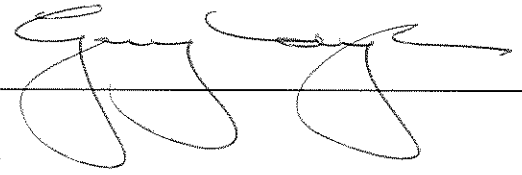
Solicitor

Occupation ~~Saunders Robinson~~

Christchurch

Address

**SIGNED** by GUY WILLIAM )  
**CLAYTON POPE-MAYELL** )  
as Trustee in the presence of: )



*David Wilding*  
Witness signature

Full name ~~David Willfred Frank WILDING~~

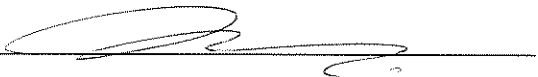
Solicitor

Occupation ~~Saunders Robinson~~

Christchurch

Address

**SIGNED** by )  
**SUZANNE JANE POPE-MAYELL** )  
as Trustee in the presence of: )



*David Wilding*  
Witness signature

Full name ~~David Willfred Frank WILDING~~

Solicitor

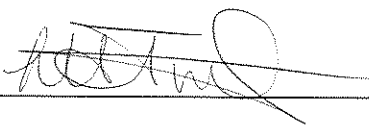
Occupation ~~Saunders Robinson~~

Christchurch

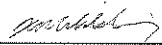
Address



**SIGNED** by )  
**LORNA HELEN TIMMS** )  
as Trustee in the presence of )



---

  
\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Full name David Wilfred Frank WILDING

\_\_\_\_\_  
Occupation Solicitor

\_\_\_\_\_  
Occupation Saunders Robinson

\_\_\_\_\_  
Address Christchurch

\_\_\_\_\_  
Address





**SAUNDERS ROBINSON BROWN**

## **DEED OF APPOINTMENT OF NEW TRUSTEES**

**GUY WILLIAM CLAYTON POPE-MAYELL, SUZANNE JANE POPE-MAYELL and  
LORNA HELEN TIMMS**  
("Retiring Trustees")

AND

**ESTHER VIVIEN WHITEHEAD, LORNA HELEN TIMMS and GUY WILLIAM  
CLAYTON POPE-MAYELL**  
("New Nominated Trustees")

AND

**GUY WILLIAM CLAYTON POPE-MAYELL and SUZANNE JANE POPE-MAYELL**  
("Appointors")

AND

**SUZANNE JANE POPE-MAYELL**  
("Additional Trustee")

AND

**DYSLEXIA FOUNDATION OF NEW ZEALAND**

DEED dated the 3<sup>rd</sup> day of February 2010

PARTIES

GUY WILLIAM CLAYTON POPE-MAYELL, SUZANNE JANE POPE-MAYELL and LORNA HELEN TIMMS ("Retiring Trustees")

ESTHER VIVIEN WHITEHEAD, LORNA HELEN TIMMS and GUY WILLIAM CLAYTON POPE-MAYELL ("New Nominated Trustees")

GUY WILLIAM CLAYTON POPE-MAYELL and SUZANNE JANE POPE-MAYELL ("Appointors")

SUZANNE JANE POPE-MAYELL ("Additional Trustee")

DYSLEXIA FOUNDATION OF NEW ZEALAND an Incorporated Charitable Trust, (Incorporation no. 1879564)

INTRODUCTION

- A The Retiring Trustees are the Trustees of the **DYSLEXIA FOUNDATION OF NEW ZEALAND** ("the Trust") created by a deed of trust dated 20 October 2006 (the "Trust Deed").
- B The Trust was incorporated as a Charitable Trust on 26 October 2006 as the **DYSLEXIA FOUNDATION OF NEW ZEALAND** (incorporation no. 1879564).
- C By clause 7.2 of the Trust Deed each member of the Board shall hold office for a term of one year. The Retiring Trustees were the initial trustees under the Deed of Trust. The Retiring Trustees are retiring in accordance with clause 7.2 of the Trust Deed.
- D The Appointors are the people in whom the power of nomination of new trustees is vested by clause 7.3(a) of the Trust Deed. The Appointors wish to nominate trustees:
- (i) **GUY WILLIAM CLAYTON POPE-MAYELL** and **SUZANNE JANE POPE-MAYELL** nominate **ESTHER VIVIEN WHITEHEAD** as a Trustee of the Trust.
  - (ii) **GUY WILLIAM CLAYTON POPE-MAYELL** nominates **LORNA HELEN TIMMS** as a Trustee of the Trust.
  - (iii) **SUZANNE JANE POPE-MAYELL** nominates **GUY WILLIAM CLAYTON POPE-MAYELL** as a Trustee of the Trust.
- E The New Nominated Trustees consent to act as Trustees.

Handwritten signatures and initials, including "SAM" and "GUY".

- F The New Nominated Trustees, as members of the Board of the **DYSLEXIA FOUNDATION OF NEW ZEALAND**, wish to appoint a further Trustee using the power of appointment which members of the Board hold by clause 7.4 of the Trust Deed.
- G As members of the Board, the New Nominated Trustees wish to appoint **SUZANNE JANE POPE-MAYELL** as Trustee ("Additional Trustee"). This will then mean the total number of Trustees will be four (4), being three nominated Trustees and one additional Trustee appointed by the Board.
- H The parties wish to record the arrangements in this deed.

## COVENANTS

### 1 Notice of Removal to Retiring Trustees

- 1.1 This deed constitutes notice of removal to the Retiring Trustees confirming their retirement from the Trust Deed in accordance with paragraph C of the Introduction to this deed.

### 2 Appointment of New Trustees

- 2.1 In exercise of the powers vested in the Appointors under the Deed of Trust and all statutory or other powers and authorities:

**GUY WILLIAM CLAYTON POPE-MAYELL** and **SUZANNE JANE POPE-MAYELL** appoint by nomination **ESTHER VIVIEN WHITEHEAD** to be Trustee of the Trust to act jointly with the other Trustees appointed under this deed.

**GUY WILLIAM CLAYTON POPE-MAYELL** nominates **LORNA HELEN TIMMS** to be Trustee of the Trust to act jointly with the other Trustees appointed under this deed.

**SUZANNE JANE POPE-MAYELL** appoints by nomination **GUY WILLIAM CLAYTON POPE-MAYELL** to be Trustee of the Trust to act jointly with the other Trustees appointed under this deed.

(The above nominees are referred to as the "New Nominated Trustees" in this deed).

- 2.2 The New Nominated Trustees as members of the Board, by their power of appointment under clause 7.4 of the Trust Deed, appoint **SUZANNE JANE POPE-MAYELL** to be a Trustee of the Trust.

### 3 Minutes of Trustees Meeting

- 3.1 This deed records the Minutes and Resolutions of the Board of the Trust for an entry in the Minute Book of the Trust.

### 4 Consent of Trustees

- 4.1 The New Nominated Trustees consent to act as Trustees.
- 4.2 The Additional Trustee consents to act as Trustee.

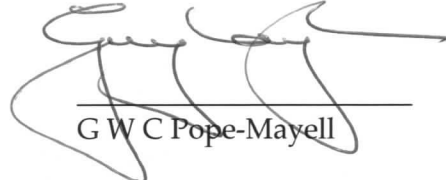
*SPM*  
*CLAYTON*

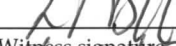
**5 Indemnity of Retiring Trustees**

The New Nominated Trustees and the Additional Trustee will indemnify the Retiring Trustees out of and to the extent of the assets of the Trust in respect of all claims (other than claims arising out of the negligence, misfeasance or breach of trust of the Retiring Trustees) made against the Retiring Trustee and arising out of the Retiring Trustees' trusteeship of the Trust.

IN WITNESS this deed is duly executed.


**Signed by**  
**GUY WILLIAM CLAYTON POPE-MAYELL**  
as one of the Retiring Trustees  
in the presence of:

)  
)  
)  
)   
G W C Pope-Mayell

x   
Witness signature  
Lincoln James Lindsay Beath  
Full name  
General Manager  
Occupation  
12 Sepia Lane, Hantsbury, Christchurch  
Address


**Signed by**  
**SUZANNE JANE POPE-MAYELL**  
as one of the Retiring Trustees  
in the presence of:

)  
)  
)  
)   
S J Pope-Mayell

x   
Witness signature  
Lincoln James Lindsay Beath  
Full name  
General Manager  
Occupation  
12 Sepia Lane, Hantsbury, Christchurch  
Address

**Signed by**  
**LORNA HELEN TIMMS**  
as one of the Retiring Trustees  
in the presence of:


)  
)  
)  
)   
L H Timms

x   
Witness signature  
Lincoln James Lindsay Beath  
Full name  
General Manager  
Occupation  
12 Sepia Lane, Hantsbury, Christchurch  
Address

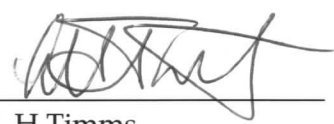


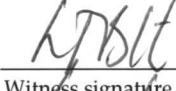
Signed by  
**ESTHER VIVIEN WHITEHEAD**  
as one of the New Nominated Trustees  
in the presence of:

)  
)  
)   
)  
) E V Whitehead

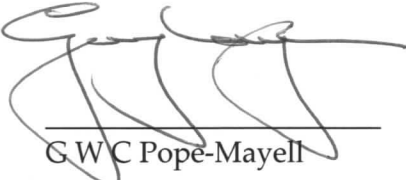
x   
Witness signature  
~~ESTHER WHITEHEAD~~ Lincoln James Lindsay Dault  
Full name  
~~TEACHER~~ General Manager  
Occupation  
12 Sepia Lane, Wharfedale, Christchurch  
Address


Signed by  
**LORNA HELEN TIMMS**  
as one of the New Nominated Trustees  
in the presence of:

)  
)  
)   
)  
) L H Timms

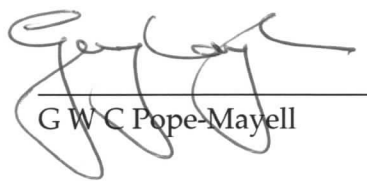
x   
Witness signature  
Lincoln James Lindsay Dault  
Full name  
General Manager  
Occupation  
12 Sepia Lane, Wharfedale, Christchurch  
Address

Signed by  
**GUY WILLIAM CLAYTON POPE-MAYELL**  
as one of the New Nominated Trustees  
in the presence of:

)  
)  
)   
)  
) G W C Pope-Mayell

x   
Witness signature  
Lincoln James Lindsay Dault  
Full name  
General Manager  
Occupation  
12 Sepia Lane, Wharfedale, Christchurch  
Address

Signed by  
GUY WILLIAM CLAYTON POPE-MAYELL  
as one of the Appointors  
in the presence of:

)  
)  
)  
)   
G W C Pope-Mayell

x LJBH  
Witness signature  
Liacota James Lindsay Beall  
Full name  
General Manager  
Occupation  
12 Sepia Lane, Huntburg, Christchurch  
Address

Signed by  
SUZANNE JANE POPE-MAYELL  
as one of the Appointors  
in the presence of:

)  
)  
)  
)   
S J Pope-Mayell

x LJBH  
Witness signature  
Liacota James Lindsay Beall  
Full name  
General Manager  
Occupation  
12 Sepia Lane, Huntburg, Christchurch  
Address

Signed by  
SUZANNE JANE POPE-MAYELL  
as Additional Trustee  
in the presence of:


)  
)  
)  
)   
S J Pope-Mayell

x LJBH  
Witness signature  
Liacota James Lindsay Beall  
Full name  
General Manager  
Occupation  
12 Sepia Lane, Huntburg, Christchurch  
Address





Signed by the )  
DYSLEXIA FOUNDATION OF NEW ZEALAND )  
by affixing its seal in the presence of the )  
Members of the Board of the Trust: )



E V Whitehead



L H Timms



G W C Pope-Mayell



S J Pope-Mayell