

COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO
PROBATE DIVISION

ARTHUR P. DUECK, et al.) CASE NUMBER: 2012ADV179424
)
) Plaintiffs)
) JUDGE ANTHONY J. RUSSO
v.)
)
THE CLIFTON CLUB COMPANY, et al.) **CLIFTON PARK TRUSTEE JOHN S.**
) **PYKE, JR.'S ANSWERS AND**
) **OBJECTIONS TO DEFENDANT RHONDA**
) **LOJE'S FIRST SET OF COMBINED**
) **DISCOVERY REQUESTS**
)

INTERROGATORY NO. 1:

Do you have in your possession or do you have access to any documents pertaining to the relationship of the Clifton Park Trust and the Clifton Club and/or its members' use of the Beach, which are not stored or managed as part of the general Trust records?

ANSWER:

Yes.

INTERROGATORY NO. 2:

Identify all documents in your possession or which you have access to, which show the extent of Beach use by Clifton Club members between the years 1902 and 1950.

ANSWER:

Gehring, Blythe R. *Vignettes of Clifton Park*, Cleveland: Penton Press – Private Printing, 1970

Metcalf, Henry M., *The Clifton Club*, privately printed, 1978

I also have a title report delivered to the Clifton Park Land and Improvement Company by the Land Title and Abstract Company dated as of August 20, 1912, which contains the 1902 Club lease, the 1912 Clifton Park Trust Deed and the 1912 deed to the Club.

Finally, I have research notes and copies of newspaper and magazine articles gathered in connection with my local history research which contain references to the relationship of the Trust and the Club and the Club members' use of the Beach.

INTERROGATORY NO. 3:

Outline the process the Clifton Park Trustees used during the 2010 and 2011 to determine the contribution of the Clifton Club to the Clifton Park Trust for 2011.

ANSWER:

In connection with preparing the annual budget at the December, 2010 retreat, the Trustees determined that the Club's contribution for 2011 would be the same as 2010.

INTERROGATORY NO. 4:

Outline in detail the process the Clifton Park Trustees used during 1996 and 1997 to establish the contribution of the Clifton Club to the Clifton Park Trust for 1997.

ANSWER:

I have no knowledge; this predated my service as a Trustee.

INTERROGATORY NO. 5:

Outline the process the Clifton Park Trustees used during 1947 and 1948 to determine the contribution of the Clifton Club to the Clifton Trust in 1948.

ANSWER:

I have no knowledge. The Trustees do not have any documents dating to that time.

INTERROGATORY NO. 6:

Outline the procedure the Clifton Park Trustees used in 1939 and 1940 to determine the contribution of the Clifton Club to the Clifton Park Trust in 1940.

ANSWER:

I have no knowledge. The Trustees do not have any documents dating to that time.

INTERROGATORY NO. 7:

Outline the procedure the Clifton Park Trustees used in 1929 and 1930 to determine the contribution of the Clifton Club to the Clifton Park Trust in 1930.

ANSWER:

I have no knowledge. The Trustees do not have any documents dating to that time.

INTERROGATORY NO. 8:

Outline the procedure the Clifton Park Trustees used in 1919 and 1920 to determine the contribution of the Clifton Club to the Clifton Park Trust in 1920.

ANSWER:

I have no knowledge. The Trustees do not have any documents dating to that time.

INTERROGATORY NO. 9:

Please list the yearly contributions of the Clifton Club to the Clifton Park Trustees from the first date received until 1960.

ANSWER:

No knowledge.

INTERROGATORY NO. 10:

List the occurrences by date when the Clifton Club ever failed to pay the contribution requested from the Clifton Park Trustees by the due date.

ANSWER:

To my knowledge, there were some slow payments by the Club in certain months in 2009, 2010, and 2012, but I do not have knowledge of failures to pay the contributions.

INTERROGATORY NO. 11:

What were the consequences to the Clifton Club for non-compliance of payment of its contribution to the Clifton Park Trustees? Please list by date.

ANSWER:

No knowledge.

INTERROGATORY NO. 12:

What were the consequences to the “Club Members” for non-compliance of payment by the “Club Members” for non-compliance of payment by the Clifton Club for its contribution to the Clifton Park Trustees?

ANSWER:

No knowledge.

INTERROGATORY NO. 13:

Have the Trustees ever withheld beach access for the Club’s members for non-payment or late payment by the Club?

ANSWER:

Not since I have served as a Trustee.

INTERROGATORY NO. 14:

Do you as a Trustee believe that the “Club Members” also have access rights to the common properties known as the following: “Banks Park”, “Shady Lane” and all other land maintained by the Trustees?

ANSWER:

Yes.

INTERROGATORY NO. 15:

According to the Trust, can “Club Members” initiate improvements to common property held in Trust by the Clifton Park Trustees above and beyond the one voice that the Club would have as a lot owner?

ANSWER:

Objection. This Interrogatory seeks a legal conclusion. Without waiving that objection. No.

INTERROGATORY NO. 16:

What is the legal basis for the 60% (Residential Sub lot owners)/40% (Clifton Club Members) Trustee limitation in picnic table reservation policy?

ANSWER:

1912 Trust Deed, Ohio Revised Code and trust law.

INTERROGATORY NO. 17:

Please list all officially recognized “improvements” (excluding maintenance of any sort) to trust property and the cost of those “improvements”, separately indicating the funds provided by Clifton Park lot owners, the Clifton Club and the “Club members”?

ANSWER:

Object on the grounds that the question is ambiguous.

INTERROGATORY NO. 18:

If the “Club Members” are not beneficiaries of the Trust but yet have a right to use the Beach, do the Trustees have the authority to control the specific number of Club members allowed to use the Beach?

ANSWER:

The Trustees have the authority to control the specific number of Club members allowed to access the Beach.

INTERROGATORY NO. 19:

If the answer to question number 18 is yes, by what authority do the Trustees believe they can control the number of “Club Members” allowed on the Beach.

ANSWER:

1912 Trust Deed, Ohio Revised Code and trust law.

INTERROGATORY NO. 20:

Have the Clifton Park Trustees entered into any legal agreements with the Clifton Club?

ANSWER:

Not since I have served as a Trustee.

INTERROGATORY NO. 21:

How long have you been a Clifton Park Sub lot Owner?

ANSWER:

Since 1973.

INTERROGATORY NO. 22:

During what years are or have you ever been a member of the Clifton Club Company?

ANSWER:

I became a junior member of the Clifton Club Company in approximately 1974. My membership in the Clifton Club Company ended in 1995.

INTERROGATORY NO. 23:

Please list the years of membership in the Clifton Club Company of any of your family members.

ANSWER:

My father was a member of the Clifton Club Company. I do not have knowledge or records of the date of his joining. He was a member at the time of his death in 1979.

INTERROGATORY NO. 24:

Have you or any of your family members ever had any financial interest in the Clifton Club Company or its property or been a shareholder thereof?

ANSWER:

No.

INTERROGATORY NO. 25:

Please outline any financial interest that any of your family members have or have had in the Clifton Club Company and/or its property.

ANSWER:

None.

INTERROGATORY NO. 26:

Please list all legal actions the Clifton Park Trustees have been involved in as Trustees.

ANSWER:

All actions in Common Pleas Court for Cuyahoga County:

- A. Arthur Bates, et al. v. John E. Rupert, Trustee, et al. (1985)
- Dollar Bank v. Pat P. Raggozino (1988) – Trustees appeared as a defendant and cross claimant
- Beth Twohig, et al. v. Conservation of Energy, Inc., et al. (1993) – Trustees appeared as a defendant and cross claimant
- Clifton Park Trustees v. Beneficiaries of Clifton Park Trust (2001-2003)
- Clifton Park Trustees v. Thomas G. Klocker (2005-2006)

The foregoing is based on the existing records in the possession of the Trustees. There may have been other actions prior to the existing records.

INTERROGATORY NO. 27:

In the litigation the Trustees engaged in during the years 2000 to 2003 to sell the “Riverfront” property to the Lagoon Trustees, did the Clifton Park Trustees obtain consent from Clifton Club members individually to sell the “Riverfront” property?

ANSWER:

No.

INTERROGATORY NO. 28:

Does the Trust authorize the Trustees to enter agreements which bind future Trustees without 100% agreement of the Lot Owners of Clifton Park?

ANSWER:

Objection. This Interrogatory seeks a legal conclusion. Without waiving the objection, yes.

INTERROGATORY NO. 29:

Have the Trustees entered into any agreements with the Club which they believe bind future Trustees?

ANSWER:

Not since I have served as a Trustee.

INTERROGATORY NO. 30:

Have the Trustees entered into any confidentiality agreements with the Clifton Club?

ANSWER:

Not to my knowledge.

REQUEST FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1:

Produce all documents, which you have in your possession or have access to, which relate to the Clifton Park Trust and the Clifton Club and/or its members, use of the beach which are not stored or managed as part of the general Trust records.

ANSWER:

Will produce. The Gehring book is readily available at various libraries. I will make my notes, articles, and the Metcalf booklet available for review at my home by R. Loje.

REQUEST NO. 2:

Produce all documents, which you have in your possession or have access to, which contain information regarding any agreements between the Clifton Park Trustees and the Clifton Club from the years 1902 to 1955.

ANSWER:

Will be produced in response to Butler Interrogatories.

REQUEST NO. 3:

Produce all documents relating to the answer to Interrogatory No. 2.

ANSWER:

Will produce. The Gehring book is readily available at various libraries. I will make my notes, articles, and the Metcalf booklet available for review at my home by R. Loje.

REQUEST NO. 4:

Provide copies of all correspondence during the years 1996 and 1997 between the Club and the Trustees regarding the Club's contribution to the Trustees for the year 1997.

ANSWER:

Will be produced in response to Butler Interrogatories.

REQUEST NO. 5:

Produce all documents relating to the answer to Interrogatory No. 16.

ANSWER:

Publicly available documents.

REQUEST NO. 6:

Produce all documents relating to the answer to Interrogatory No. 17.

ANSWER:

None.

REQUEST NO. 7:

Produce all documents relating to the answer to Interrogatory No. 19.

ANSWER:

Publicly available documents.

REQUEST NO. 8:

Produce all copies of all legal agreements between the Trustees and the Clifton Club relating to the answer to Interrogatory No. 20.

ANSWER:

None.

REQUEST NO. 9:

Produce all documents relating to the answer to Interrogatory No. 26.

ANSWER:

Publicly available documents.

REQUEST NO. 10:

Produce all documents relating to the answer to Interrogatory No. 27.

ANSWER:

None.

REQUEST NO. 11:

Produce all documents relating to the answer of Interrogatory No. 29.

ANSWER:

None.


REQUEST NO. 12:

Produce all documents relating to the answer of Interrogatory No. 30.

ANSWER:

None.

Signed as to Objections and Responses:

A handwritten signature in black ink, appearing to read "Kip Reader", written over a horizontal line.

Kip Reader (0021911)

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CERTIFICATE OF SERVICE

I hereby certify that on August 8, 2013, copies of the foregoing Clifton Park Trustee John S. Pyke, Jr.'s Answers and Objections to Defendant Rhonda Loje's First Set of Combined Discovery Requests were served by regular U.S. Mail upon:

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