

REC'D 7/19/08
Postmark 7/17/08
Response NLT 9/14/08.

IN THE CIRCUIT COURT OF MARYLAND FOR ANNE ARUNDEL COUNTY

CHRISTOPHER DAVID MCKEON

*

Plaintiff

*

vs.

*

CASE NO.: C-08-132379

CHARING CROSS TOWNHOUSE
CONDOMINIUM, INC., ET AL.

*

*

Defendants

ANSWER TO PLAINTIFF'S COMPLAINT

Defendant Comanco, Inc. (Comanco) by and through their undersigned attorney, hereby files this Answer to Plaintiff's Complaint and states:

1. Comanco denies the allegations contained in Section I.a.
2. Comanco admits the allegations contained in number 2. ?
3. Comanco admits the allegations contained in number 3.
4. Comanco admits the allegations contained in number 4.
5. Comanco denies the allegations contained in number 5.
6. Comanco denies the allegations contained in number 6
7. Comanco admits jurisdiction but denies the validity of "Plaintiff's claims".
8. Comanco admits the allegations contained in number 8.
9. Comanco admits the allegations contained in number 9, however denies there is any "statutory term".
10. Comanco admits the allegations contained in number 10, however, denies they are a "property agent".

11. Comanco admits the allegations contained in number 11, however, denies Comanco provides "property" management.
12. Comanco neither admits or denies the allegations contained in number 12, but requires strict proof thereof.
13. Comanco neither admits or denies the allegations contained in number 13, but requires strict proof thereof.
14. Comanco neither admits or denies the allegations contained in number 14, but demands strict proof thereof.
15. Comanco neither admits or denies the allegations contained in number 15, but demands strict proof thereof.
16. No response is necessary.
17. Comanco denies the allegations contained in number 17.
18. Comanco admits the allegations contained in item 18 except for the last sentence which is denied.
19. No response necessary.
20. No response necessary.
21. Comanco denies the allegations contained in number 21.
22. Comanco denies the allegations contained in number 22.
23. Comanco denies the allegations contained in number 23.
24. Comanco denies the allegations contained in number 24.
25. Comanco denies the allegations contained in number 25.
26. Comanco denies the allegations contained in number 26.

27. Comanco denies the allegations contained in number 27.
28. Comanco denies the allegations contained in number 28.
29. Comanco denies all the allegations contained in number 29 except the phrase where Plaintiff says his own representations in paragraph 27 are false, which is true.
30. Comanco denies the allegations contained in number 30.
31. Comanco denies the allegations contained in number 31.
32. Comanco denies all the allegations contained in number 32 except the phrase where Plaintiff says his own representations in paragraph 27 are false, which is true.
33. Comanco denies the allegations contained in number 33.
34. Comanco denies the allegations contained in number 34.
35. Comanco denies all the allegations contained in number 35 except the phrase where Plaintiff says his own representations in paragraph 30 are false, which is true.
36. Comanco denies the allegations contained in number 36.
37. Comanco denies the allegations contained in number 37.
38. Comanco denies all the allegations contained in number 38 except the phrase where Plaintiff says his own representations in paragraph 36 are false, which is true.
39. Comanco denies the allegations contained in number 39.
40. Comanco denies the allegations contained in number 40.
41. Comanco denies all the allegations contained in number 41 except the phrase where Plaintiff says his own representations in paragraph 39 are false, which is true.
42. Comanco denies the allegations contained in number 42.
43. Comanco denies the allegations contained in number 43.

44. Comanco denies all the allegations contained in number 44 except the phrase where Plaintiff says his own representations in paragraph 42 are false, which is true.
45. Comanco denies the allegations contained in number 45.
46. Comanco denies the allegations contained in number 46.
47. Comanco denies all the allegations contained in number 47 except the phrase where Plaintiff says his own representations in paragraph 45 are false, which is true.
48. Comanco denies the allegations contained in number 48.
49. Comanco denies the allegations contained in number 49.
50. Comanco denies all the allegations contained in number 50 except the phrase where Plaintiff says his own representations in paragraph 48 are false, which is true.
51. Comanco denies the allegations contained in number 51.
52. Comanco denies the allegations contained in number 52.
53. Comanco denies all the allegations contained in number 53 except the phrase where Plaintiff says his own representations in paragraph 51 are false, which is true.
54. Comanco denies the allegations contained in number 54.
55. Comanco denies the allegations contained in number 55.
56. Comanco denies all the allegations contained in number 56 except the phrase where Plaintiff says his own representations in paragraph 54 are false, which is true.
57. Comanco denies the allegations contained in number 57.
58. Comanco admits the allegations contained in number 58.
59. Comanco denies the allegations contained in number 59(a).
60. Comanco denies the allegations contained in number 59(b).
61. Comanco denies the allegations contained in number 59(c).
62. Comanco denies the allegations contained in number 59(d).

63. Comanco denies the allegations contained in number 59(e).
64. Comanco denies the allegations contained in number 59(f).
65. Comanco denies the allegations contained in number 59(g).
66. Comanco denies the allegations contained in number 59(h)

Defendant Comanco's Defenses

1. The Complaint fails to state a claim upon which relief can be granted.
2. Plaintiff's claims are barred by the Statute of Limitations.
3. Plaintiff's claims are barred by laches.

WHEREFORE, Defendant Comanco requests that this Court:

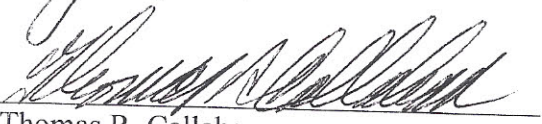
- A. Deny the relief sought by Plaintiff and dismiss his Complaint;
- B. Order Plaintiff to pay all Defendants costs and attorneys fees pursuant to Maryland Rule of Procedures 1-341 "Bad Faith".

I DO SOLEMNLY AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING ANSWER TO PLAINTIFF'S COMPLAINT ARE TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

COMANCO, INC.

BY: 

James R. Faust, CEO


Thomas R. Callahan

Callahan & Callahan, P.C.

2133 Defense Highway

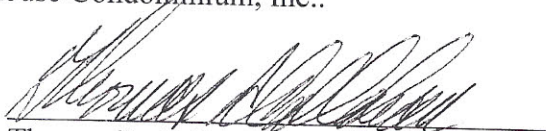
Crofton, MD 21114

(301) 261-0005

Attorney for Defendant, Comanco, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of July, 2008, a copy of the foregoing Answer to Plaintiff's Complaint was mailed first class, postage pre-paid to the following: Christopher David McKeon, Pro Se, Plaintiff, 1120 Soho Court, Crofton, Maryland 21114 and Owen J. Curley, Esq., Niles, Barton & Wilmer, LLP, 111 S. Calvert Street, Suite 1400, Baltimore, Maryland 21202, attorney for Charing Cross Townhouse Condominium, Inc..


Thomas R. Callahan