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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 Ruth Angell (hereinafter referred to as "Angell") by and through her undersigned attorney, hereby files this Answer to Plaintiff's Complaint and states:

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

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

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

44. Angell 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. Angell denies the allegations contained in number 45.
46. Angell denies the allegations contained in number 46.
47. Angell 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. Angell denies the allegations contained in number 48.
49. Angell denies the allegations contained in number 49.
50. Angell 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. Angell denies the allegations contained in number 51.
52. Angell denies the allegations contained in number 52.
53. Angell 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. Angell denies the allegations contained in number 54.
55. Angell denies the allegations contained in number 55.
56. Angell 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. Angell denies the allegations contained in number 57.
58. Angell admits the allegations contained in number 58.
59. Angell denies the allegations contained in number 59(a).
60. Angell denies the allegations contained in number 59(b).
61. Angell denies the allegations contained in number 59©.
62. Angell denies the allegations contained in number 59(d).

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

Defendant Ruth Angell's Defenses

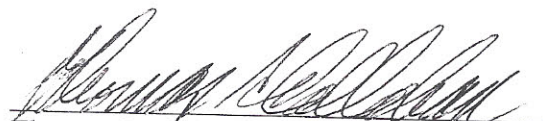
1. The Complaint fails to state to claim upon which relief can be granted.
2. Plaintiff's claims are barred by the Statute of Limitations.
3. Plaintiff's claims are barred by laches.

WHEREFORE, Defendant, Ruth Angell 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".

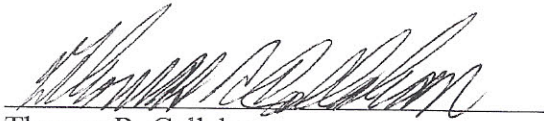
I DO SOLEMNLY AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING ANSWER TO PLAINTIFF'S COMPLAINT ARE TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.


Ruth Angell


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 17th 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