

3. That the land in question originally was part of Lots 1 to 11 of Block 3 on the "Revision to the Mutual Land and Improvement Company of Baltimore City, Record Plat" recorded in Liber WIP 11, folio 474.

4. That because of the narrowness of the original lots which were not in conformity to modern usage and because of the development which has taken place in the area, Counter Plaintiff and her late husband undertook to resubdivide the original eleven 40 foot lots into five 80 foot lots which resubdivision did not include the strip of land between the western boundary of Lot 2A as shown on the resubdivision plat and the original bed of 2nd Avenue.

5. That Counter Complaint, Myrtle Sigler and her late husband had used the 25 foot wide strip of land for many years as a garden and as pasture and that the said 25 foot by 153.22 foot strip of land was and has been fenced and separately enclosed for many years.

6. That by reason of the death of her husband and her own age Counter Plaintiff had not been able to maintain the fence lines in the condition she would have preferred but at the time of the conveyance to Mr. and Mrs. French of Lot 2A, the fences were intact.

7. That when Mr. and Mrs. French constructed their residence other members of Counter-Plaintiff's immediate family assisted with or were employed in the course of the construction of the house.

8. That because of the family relationship between the various persons concerned, when requested, Counter-Plaintiff granted an oral, temporary license to cut across the reserved strip of land during the construction period and no longer and that following construction the fences were repaired and replaced, and were not constructed at that time as subsequently alleged by Mr. and Mrs. French.

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