

I find that in early 1973 the Defendant Calvin Wynn purchased a piece of property and he received title to said property in his name only. Subsequently, Mr. Wynn contracted with Mr. Hightower for the construction of a residence on the property. Mr. Wynn arranged for financing of the purchase of the property and the financing of the house built on the property using his veterans benefits. The record clearly shows that the construction mortgage was Mr. Wynn's obligation. It further shows that a subsequent mortgage was executed by Mr. Wynn with the permanent lender, Collateral Investment Company and that this obligation was and is Mr. Wynn's and Mr. Wynn's alone.

Mr. Wynn testified that he provided monies to purchase various items for the house. When the house was completed Mr. Wynn moved in. At that time marital discord had arisen between the parties. Mr. Wynn lived in the house for several weeks and subsequently moved and gave possession to Mrs. Wynn and their minor son. Mrs. Wynn has lived in the house since late 1973.

Initially, the parties maintained a joint account with both making contribution to it. It appears that the Plaintiff was the family banker, and as such kept up with all payments. In 1974 the parties appeared before this Court at which time Mr. Wynn was ordered to pay support. Since 1974 through various orders and proceedings which were held in this Court, he has paid support directly or through the Court to Mrs. Wynn.

Testimony revealed that Mrs. Wynn, while living in the house, would, using her income and support monies, make mortgage payments, pay the taxes and in general do what was necessary to keep the home functioning.

During the period of separation, but prior to the final divorce, Mr. Wynn was sued by the builder for monies allegedly owed on the house. Mr. Wynn furnished the financing for the defense of said suit and paid court costs and the judgment.

As far as who contributed what to the house over the years, neither party was able to produce any cancelled checks or records documenting specific payments. Testimony was conflicting concerning the amounts of monies contributed by a specific party.

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