

The Plaintiff, while not alleging any specific resulting trust statute, relies on the "resulting trust statute". It would appear that the relevant case, rather than statutory law, concerning resulting trusts was enunciated in Green vs. Green, 237 S.C. 424, 117 S.E. 2d 583 (1960), Hodges vs. Hodges, 234 S.C. 299, 133 S.E. 2d 816 (1963), and Moore vs. McKelvey, 266 S.C. 95, 221 S.E. 2d 780 (1976). These cases hold that for this Court to find a resulting trust Plaintiff must meet a "high standard of proof". I find under the controlling authority, as a matter of law, that Plaintiff has failed to meet the burden of proof necessary to establish a resulting trust wherein she would be entitled to one hundred percent of the Defendant's property. See Green, Hodges, and Moore, supra.

The Plaintiff in her second cause of action plead in the alternative asking this Court to partition the property and to be paid one-half of the proceeds as a result of the partitioning of the property. During the hearing the Defendant admitted that the Plaintiff had made material contributions to the maintenance of the property and under the circumstances he felt that a 50-50 division of the property would be fair and equitable.

The so-called "McKenzie Doctrine" relied upon by Plaintiff arose in McKenzie vs. McKenzie, 254 S.C. 372, 175 S.E. 2d 628 (1970) and is more fully recited in Wilson vs. Wilson, 270 S.C. 216, 241 S.E. 2d 566 (1978). The doctrine is recognized as :

A wife who has made a material contribution to the husband's acquisition of property during coverture acquires a special equity in said property which entitles her on divorce, to an award and satisfaction thereof
27B, C.J.S. Divorce, Sec. 293, p. 272.

It is clear that both parties have substantially contributed to the property, with Mr. Wynn's primary contributions being during the period of acquisition, the defense of a law suit, and the payment of support. Mrs. Wynn's primary contributions are the continued maintenance of the property and payment of various property related obligations. Mrs. Wynn's contribution at acquisition was, at best, minimal.

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