Filed in Open Court

OCT 29 1984

Edward A. Kubsmile
CLERK LAKE SUPERIOR COURT

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

SUPERIOR COURT OF LAKE COUNTY,
CIVIL DIVISION, ROOM 2,
EAST CHICAGO, INDIANA

Pacho & Hess
5932 Johnson
Hammond 46320

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IN RE THE MARRIAGE OF:

WILLIAM SEBASTYEN, JR.

AND

JANET SEBASTYEN

780408

CAUSE NO. 283-590

ORDER

The Court, having taken this matter under advisement pending review of the evidence and the parties' respective final arguments and their response to that of the other, being now duly advised enters its Findings of Fact, Conclusions of Law, and Judgment.

STATE OF INDIANA, LAKE COUNTY, SS. NO. FILED FOR RECORD
NOV 15 2 25 PM '84
WILLIAM BELSKIS
RECORDER

FINDINGS OF FACT

1. The marriage of the parties, formalized on October [illegible] is irretrievably broken and should be dissolved.

2. This action was originally commenced by the filing by Janet Sebastyen (Janet) of her Petition for Legal Separation, on May 17, 1983, following which, on June 10, 1983, her husband, William Sebastyen, Jr. (William), filed his Petition for Dissolution. Because his filing thereof preceded the granting of either a provisional order or decree for legal separation, Janet's Petition for Legal Separation must be deemed to have been dismissed upon the filing of William's Petition for Dissolution, pursuant to I.C. 31-11.5-8-5 (c) and, accordingly, William has since been denominated the petitioner, Janet the respondent.

3. The parties had been continuous and bona fide residents of Lake County, Indiana, for the 6 months immediately preceding the

DULY ENTERED FOR TAXATION
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AUDITOR LAKE COUNTY

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filing of this cause.

4. On December 15, 1983, the ages of the children born to the parties of this marriage were 26, 24 and 22 and each were, at the filing, emancipated.

5. At or about the time of the marriage, William was employed at his father's automobile service station and there remained until he joined the Hammond Police Department in 1958, remaining on the force until his retirement, with the rank of Detective Sergeant, in May of 1978. At the time, he was earning gross annual income of between $14,000.00 and $15,000.00. Over the years, he held second jobs, either with his father or providing security. In 1966, having been trained in polygraph testing, and following a brief internship, he began as a "sideline" his own business in that field. The business has modestly grown and it has been his sole employment since retirement from the police department. The business has no employees and is currently operated in Munster, in a rented office, and with the basic office equipment and furnishings. This service business, which has no licensing requirements, is one of three such in Lake County. It is performed essentially at the behest of employers who wish potential employees tested (which provides the bulk of what he does), or the testing of regular employees periodically, and/or testing for such occurrences as theft. He has a small monthly retainer with several small area businesses. His annual adjusted gross income in the last several years has varied from $12,000.00-odd to over $13,000.00.

William has a High School education. His only other education consists in attending various police schools while he was on the police force.

6. Janet, who has resided in the family home since June of 1983,

for a time, ultimately returning to the Calumet National Bank, transfers which were made to take advantage of high interest rates then prevailing at the particular institutions. The interest, or approximately 95% of it, was permitted to accumulate, and from it monies were withdrawn to fund vacations and supplement the business: Approximately $4,500.00 therefor (as above indicated) in 1983, $5,500.00 in 1982. The interest history reveals the fund earned $3,905.63 in 1979 (just under 6%, thus), and but $1,934.63 the preceding year, for which William posits as the reason therefor low interest rates in those years. By 1981, however, the interest income had risen to $8,409.30, a year in which he thought the rates had varied from 14 to 20 percent (the Court notes $66,000.00 vis a vis $8,4091.30 interest reflects a .1274 rate). In 1980, interest income was $6,103.64, in 1982, $8,878.05 (and thus approximately 13½ percent).

It was William's recollection, during his cross-examination, that, in 1982 or 1983, the parties' combined funds did not exceed $80,000.00. That recollection is consistent with the testimony of the Branch Manager of the Calumet National Bank in which William had financed the purchase of the boat (in which he had paid down $5,000.00, as above indicated) who, interpreting the documents of that transaction, found (via the bank's computer) that, at the time thereof, the parties had a Money Market Account of $39,000.00, checking account of $3,100.00, a certificate of deposit of $28,000.00 and a $10,000.00 certificate of deposit. William could not recall the existence of the latter item when confronted with its apparent existence. In any event, at the present time each of the parties has approximately $30,000.00 in separate accounts. That of Janet, which had been a $28,000.00 certificate of deposit at separation, had grown to approximately $30,000.00 at its maturity (January 17, 1984) and was converted into a $30,000.00 certificate of deposit at the Mercantile National Bank, with its excess accretion, $1,189.00,

maintained in a safety deposit box in a bank in Illinois (and, by the final hearing, reduced to $200.00 to $300.00). Additionally, and since the separation, Janet opened a checking account at the Mercantile National Bank, to which she added her daughter's name, and in which, at the time of the final hearing, there was an approximate balance of $6,000.00.

The parties savings had been divided in the summer of 1982, at the direction of William, following an argument of the parties, at which time Janet was given the $28,000.00, unaware he had retained the significantly larger sums.

17. The boat alluded to in the preceding rhetorical paragraph is a 1969 37' Viking Cabin Cruiser, Serial Number 198, with twin 318 Chrysler engines, of wood construction, and was purchased on April 12, 1982, for $15,000.00. As indicated above, $5,000.00 thereof was drawn from the parties' savings, while $7,000.00 was borrowed, on April 22, 1983, from the Calumet National Bank, pursuant to William's promissory note and security agreement of even date, the $3,000.00 balance paid by Billy. William has been paying the loan installments, as well as the annual $950.00 dock expenses, while Billy maintains the craft, with the understanding with his father that he was to make up the $2,000.00 difference in the initial down payment by his "time and money", and he estimated the value of those later investments to be in fact $2,000.00 or $2,500.00. William deems Billy a half-owner thereof, although the title and registration, which was still held by the bank, is in William's name only. Billy concurs in his half-interest therein. Because of its age, and construction, William estimates the fair market value thereof at $12,000.00 subject, however (at the date of separation), to the installment balance of $7,000.00.

There is also a 1969 Rankin Boat which Billy purchased with the

($1,000.00) assistance of his father. William deems himself a half-owner thereof with Billy. Both father and son estimate its fair market value to be $2,000.00.

William has possession of most of the family's sporting goods (some remaining in the garage of the family home because he lacked a place to keep them), consisting essentially in hunting and fishing equipment. He estimates its combined value to be $1,350.00. There is also a German shorthaired Pointer, a retrieving and hunting dog which father and son, Billy, have so used since they owned it.

18. The office furnishings and equipment consist in the following articles, with the values of each as estimated by William (based upon age):

(a)	One Polygraph instrument, approximately 10 years old	$400.00
(b)	Two typewriters, respectively 4 years old and 2 years old	$100.00 each
(c)	Desk and Chair, 6 years old	$150.00
(d)	Two other chairs, yellow in color, 6 years old	25.00 each
(e)	Four waiting room chairs, 6 years old	$ 20.00 each
(f)	A book table, which belonged to William's grandmother, and refinished by him	Value Not Indicated
(g)	Phone answering machine, approximately 10 years old	$ 50.00
(h)	Pictures	$ 10.00
(i)	Yellow file cabinet	$ 35.00.

The total of the foregoing equals $975.00. William concludes that that figure is the entire value of the business as well, inasmuch as he has had no offer therefor and knows of none that have been sold, but notwithstanding which there was, at the time of the final hearing,

in excess of $1,000.00 in the business checking account, there were accounts receivable (the evidence did not estimate the amount thereof); and it has provided in the last several years adjusted gross income of $11,000.00 to $13,000.00. Moreover, through 1981, the Corvette, as well as the video recorder and a snow blower (each since returned to the home - but not the Corvette), were scheduled for depreciation as business assets and, as earlier indicated, many family expenses were paid from the business checking account, including the mortgage, utilities, various credit accounts and insurance installments. The 1978 tax return listed business assets totaling in excess of $13,000.00.

As opposed to William's self-assessment of his business, however, Terry McMahon, a Certified Public Accountant of impeccable credentials, appraised its value "to be approximately $11,300.00, based upon the weighted average method of earnings of the prior years. This method was applied based upon the 1978-1982 federal income tax returns supplied to us." This expert testified that although there are several methods of appraising small businesses like this, that employed by him was the most equitable. He acknowledged he could not say how "personalized" this business is and consequently, the effect, say, of the sole proprietor's death.

19. William became entitled to statutory pension benefits upon his retirement (which, for a time, the parties used to "survive on"), from the police department. In 1979, his gross therefrom was $6,611.05; in 1980, $8,127.00; in 1981, $8,794.56; and, in 1982, $9,135.48. In 1983, it was paid at the gross monthly rate of $790.85 and, after federal withholding, a net enjoyed of $500.85. However, until approximately a month before the separation, when he voluntarily began the tax withholding, he had been receiving the entire gross sum. William's pension benefits cease upon his death.

The accountant, McMahon, using standard techniques, found the current value of William's pension plan to be $122,792.00.

20. William has estimated the value of the household furnishings in the home at $5,000.00. There is no evidence to the contrary. Included therein is the video recorder and snow blower referred to in rhetorical paragraph 18 hereof.

21. At the time of separation, there were United States Savings Bonds (of $25.00 denomination) of a total value of $800.00. They are kept by Janet in her safety deposit box currently. They were purchased by William: It was his practice, while on the police department, to purchase them, although they were generally "cashed-in" immediately. William recalled that, at the separation, there was an accumulation of $2,000.00 in bonds left at the home. There is in fact no evidence, however, that more than $800.00-worth survived, or what became of the difference, and by whose action.

22. At the time of separation, the parties had a modest array of consumer credit balances which together totalled approximately $1,000.00. William has agreed (consistent with the provisional order) to pay any balance thereof yet remaining. At the final hearing, William described these accounts, and their then balances, as follows:

Standard Oil		$ 200.00
Visa	$40.00 -	50.00
Diners Club	$50.00 -	100.00
Sears, Roebuck & Co.		200.00
Carson, Pirie Scott & Co.	$20.00 -	30.00

To the extent any credit has since been incurred, the party responsible therefor should, of course, be charged therewith.

23. Each of the parties has accumulated certain jewelry. William has estimated the value of his to be $4,300.00, of Janet $17,000.00. He does not suggest the basis of his opinion. On March 24, 1981, the parties had their jewelry appraised by

Joseph M. Chlupacek, the principal of Consolidated Gem Exchange, Inc., in Merrillville (and a witness in this cause), for insurance purposes. That expert rendered a report thereof at that time, based upon then market prices, and reflecting the cost of re-creating each article. That report thus indicated values most akin to retail. It found the value of William's articles to be $5,286.00, of Janet $13,131.40. Were the jewelry to be similarly appraised today, its value would be less, as the price of gold has fallen. However, in November of 1983, at the request of Janet, he re-appraised those articles (of hers only) but "based on a forced sale type of disposal"; that is, for the value "as it is", based upon the raw value of the components and, as such, found that value to be $2,829.00. This highly qualified expert explained the rationale of the latter appraisal: There is simply not the kind of ready market for jewelry in the hands of the parties as there is, for example, for an automobile. The expert offered no opinion as to the value of William's jewelry. However, applying a similar measure, the forced sale value of his articles would approximate $1,250.00.

Neither party makes a claim to the jewelry and the possession of the other, but for a certain ring in Janet's possession originally the property of her husband's mother. The ring had been removed from the latter's finger when she was in a hospital emergency room, several years ago, and, by his sister, given William who, months later, had it sized for Janet and gave it to her. She has retained and worn it since and, under these circumstances, it is appropriate it be exclusively awarded her.

24. The provisional order required William to provisionally pay, besides the parties' then credit obligations, "all insurance policies, real estate taxes, mortgage, utilities, base phone and water expenses incurred on behalf of the marital residence". He was also ordered to pay her maintenance at $70.00 per week, as well as her reasonable and necessary medical and related expenses. However, his failure to stay

current as to that portion of his provisional obligation triggered the filing of a Contempt proceeding against him on April 13, 1984, alleging a then $210.00 arrearage. The evidence supports that arrearage as well as delinquencies with reference to his other (foregoing) provisional obligations in sums, however, unknown to the Court at this time. Moreover, a Petition for Citation was filed against Janet by William on June 1, 1984, and it has not been submitted. It is appropriate all pre-decree violations of the orders of this Court be submitted and determined as soon hereafter as feasible. Accordingly, and necessarily, those issues are not decided by this decree.

25. The provisional order further mutually restrained the parties "from bothering, harassing or annoying each other during these proceedings". Still, William, on the evening of June 24, 1983, while friends were over, swimming, suddenly leapt the fence and made obscene threats, removing some property from the home as well (some of which, however, he later returned). As a reasonable response thereto, Janet caused the locks to be changed, incurring a $56.00 charge therefor, for which she should be reimbursed.

26. On July 7, 1983, Janet was the (faultless, in her opinion) victim of an accident and, eschewing suit, dealt directly with the other's insurance company (Allstate), receiving therefor approximately $1,000.00 in total settlement, and for which she executed a release. Subsequently, she received notice of subrogation claim for $15,000.00. Given those circumstances, no liability (at least in this proceeding) should attach to William.

27. William was provisionally ordered to pay Janet's fees at that time in the sum of $350.00 and, presumably, did so. Janet herself paid her attorneys a retainer of $150.00. She would, however, wish

her fees, in the sum of $5,131.88, paid by her husband, as well as the following expenses:

Deposition	$149.75
Two Real Estate Appraisals (by Vernon Lee)	$625.00
Terry McMahon (CPA)	$150.00.

William has incurred attorney's fees, as well as expenses, on his behalf, in the sum of $2,761.70.

CONCLUSIONS OF LAW

1. The family home came to the parties by way of unconditional gift from William's father and is a marital asset. Wilson vs. Wilson (1980), Ind. App., 409 N.E. 2d 1169, 1174.

> "I.C. 31-1-11.5-11 (a) (2) allows the trial court to consider "the extent to which the property was acquired by each spouse prior to marriage or through inheritance or gift." In this case both husband and wife acquired the gifts from wife's father, so the parties stand in parity under this consideration. Nowhere within I.C. 31-1-11.5-11 (a) is the trial court permitted to consider the source of gifts acquired during the marriage.***"[1]

2(A) I.C. 31-1-11.5-2 (d) provides:

> "The term "property" means all the assets of either party or both parties, including a present right to withdraw pension or retirement benefits."

(B) I.C. 36-8-6-9 (a) provides, in pertinent part, that:

> "The 1925 fund shall be used to provide a member of the police department who retires for active duty after twenty (20) or more years of active duty an annual pension equal to fifty percent

[1] Swinney vs. Swinney (1981), Ind. App., 419 N.E. 2d 996, 998.

(50%) of the salary of a first class patrolman in the police department, plus two percent (2%) of the first class patrolman's salary for each year of service of the retired member over twenty (20) years. However, the pension may not exceed in any year an amount greater than seventy-four percent (74%) of the salary of the first class patrolman. The pensions shall be computed on an annual basis but shall be paid in twelve (12) equal monthly installments.***"

(C)

"...(W)here the pension is not present or vested in that the retiree must survive in order to receive the next periodic payment and is not entitled to receive payment on demand, the pension is not marital property which can be divided or awarded to the other spouse under I.C. 31-1-11.5-11." Wilson (supra)

William, accordingly, has a present right to receive a monthly installment payment of his pension and, accordingly, his pension rights are not vested in the sense that, for purposes of the statute, they may be distributed; rather, the Court can only consider those pension rights when it disposes the marital property:

"...(W)hile it is required for the trial court to consider a spouse's pension plan as a factor in dividing existing marital property, an actual award under the property settlement must consist of assets in which the parties have a vested present interest." Hiscox vs. Hiscox (1979), Ind., App., 385 N.E. 2d 1166, 1167.

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Finally, although the Court did so, it was not obliged to determine the current value of William's pension:

"Thus the rule that a court consider the contingent pension does not require the court to assess a dollar amount to the fund, or tally the value of all assets including the fund and then divide this total 50-50." Marriage of Delgado (1982), Ind. App., 429 N.E. 2d 1124, 1128.

3. The following distribution of the parties' assets is "just

and reasonable":

(A) William

Ford	$ 500.00
Chevrolet	100.00
Corvette	9,600.00
Cordova Apartments	3,000.00
Viking Boat	4,000.00
Rankin Boat	1,000.00
Sporting Goods	1,350.00
Business	11,300.00
Funds	46,250.00
Jewelry	1,250.00
Total	$ 78,350.00

(B) Janet

Home	$ 66,600.00
Nova	800.00
Cadillac	1,500.00
Household Goods	5,000.00
Certificate of Deposit	28,000.00
Jewelry	2,829.00
Bonds	800.00
Total	105,529.00

(C) Total value of marital estate for distribution $ 183,879.00.

JUDGMENT

IT IS, THEREFORE, CONSIDERED, ORDERED, ADJUDGED AND DECREED, that:

1. The bonds of matrimony heretofore existing between the parties hereto be, and they are hereby, dissolved.

2(A) All right, title and interest in and to the following described real estate, to-wit:

is employed by the Munster Community Hospital (approximately 16 months as of February 1, 1984), as a Secretary and Receptionist in its X-Ray department. When originally employed there, she worked only 24 hours per week. Since October of 1983, however, when the opportunity arose, she has been employed 40 hours per week, at $5.25 per hour gross, which provides her net income each two weeks of approximately $335.00. She also receives, at no cost, some medical "fringes", but no dental benefits. She has little likelihood of promotion.

Janet, who is 48, is a High School graduate. She has had no courses or professional training since. Her employment at the Calumet National Bank continued a few months into the marriage. She did not work outside of the home again until approximately 4 years ago, when she returned to the bank for approximately a year, following which she quit.

Janet was the family homemaker and, with her husband, performed maintenance inside and outside of the home. With respect to her husband's business, in the beginning she would answer the telephone; subsequently, she worked two days each week, and performed the book-keeping, also answering the telephone when a line was run to the residence. She received no payment for her work at the business.

She has worked insufficient quarters to qualify for Social Security, and has neither a pension nor an IRA account or retirement plan of any kind. In 1978, she had gross employment earnings of $392.40; in 1979, $1,545.11; she had no income in the years 1980 and 1981; and, in 1982, she earned gross income of $1,407.03.

7. The parties maintained a family checking account until the establishment of William's business checking account, when all items

and reasonable":

(A) William

Ford	$ 500.00
Chevrolet	100.00
Corvette	9,600.00
Cordova Apartments	3,000.00
Viking Boat	4,000.00
Rankin Boat	1,000.00
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(C) Total value of marital estate for distribution $ 183,879.00.

JUDGMENT

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1. The bonds of matrimony heretofore existing between the parties hereto be, and they are hereby, dissolved.

2(A) All right, title and interest in and to the following described real estate, to-wit:

Lot 1, Block 1, Eade's School 1st Addition to Munster in the Town of Munster, as shown in Plat Book 30, Page 33, in Lake County, Indiana,

Aug-28-139-1

of the petitioner be, and the same is hereby, divested of and from him and vested in the respondent.

(B) The Clerk of this Court, the Auditor of Lake County and the Recorder of Lake County, respectively, shall, with respect to said real estate, timely perform the duties imposed upon them pursuant to I.C. 6-1.1-5-6, upon payment by the respondent of the costs therefor to which each is entitled.

(C) As between the parties, the respondent shall hereafter be responsible for paying of the mortgage, taxes, insurance and all other expenses attributable thereto, holding the petitioner wholly free and harmless from any liability therefor.

3. The respondent have and retain exclusively the ownership of the household furnishings, goods and appliances located in the family home above-decribed , while the petitioner have and retain as his exclusive property those articles of personal property currently in his possession.

4(A) The petitioner have the exclusive ownership of his 1974 Ford Station Wagon; 1974 Chevrolet; and 1980 Corvette, and that, with respect to the latter, as between the parties he be exclusively responsible for payment of the credit balance thereon.

(B) The respondent have the exclusive ownership of her 1975 Chevrolet Nova automobile and her 1976 Cadillac.

5. The respondent have exclusive ownership of the parties'

United States Savings Bonds.

6. Each party retain the exclusive ownership of his jewelry and personal effects.

7. The petitioner have and retain exclusively his ownership interest in the Cordova Apartments.

8. The respondent, as between the parties, exclusively retain his interest in the 1969 Viking Cabin Cruiser and 1969 Rankin Boat.

9. The petitioner have the exclusive ownership of his sporting equipment and dog.

10. Each party have and retain the exclusive ownership of those funds that each possessed at the time of the parties' separation provided, however, that William pay therefrom to his son, William Sebastyen, III, the sum of $8,520.00, Janet, from her funds, the sum of $6,480.00, and that each do so, forthwith.

11. William reimburse to James A. Harris, the respondent's attorney, forthwith, one-half of the fees of Terry McMahon, being $75.00, and one-half of the cost of the Vernon E. Lee real estate appraisals, being $312.50.

12. Each party pay his own attorney's fees.

13. As between the parties, the petitioner pay the parties' credit accounts existing at the time of their separation, holding the respondent wholly free and harmless.

14. As between the parties, the respondent be exclusively

responsible for the subrogation claim growing out of a certain accident in which she was involved on July 7, 1983, holding the petitioner wholly free and harmless.

15. The pension benefits are not subject to division by this Court.

16. The petitioner pay to the respondent forthwith the sum of $56.00.

17. This cause is hereby set for hearing for the 30th day of November, 1984, at 10:00 o'clock, A.M. for the presentation of evidence concerning the petitioner's non-payment of provisionally-ordered obligations.

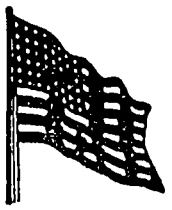
18. The costs of this action are paid.

ALL SO ORDERED AND ADJUDGED this 25th day of October, 1984.

Morton B. Kanz, Judge

MBK/ss

The United States of America



STATE OF INDIANA, COUNTY OF LAKE, ss:

I, the undersigned, Clerk of the Lake Superior Court of Lake County, and the keeper of the records and files thereof, in the State aforesaid, do hereby certify that the above and foregoing is a full, true, correct and complete copy of the Order of Court dated October 25, 1984 in Cause No. 283-590 entitled, In Re The Marriage Of: William Sebastyen, Jr. and Janet Sebastyen, as fully as the same appears of record in my office as such Clerk.

Order Book 111; pages 486, 487, 488, 489, 490, 491, 492, 493, 494 and 495.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at my office in East Chicago, Indiana in the said County, this 9th day of November, A. D., 1984.

Edward A. Lukowski

Clerk Lake Superior Court.

By Irene Lukowski
Deputy

paid by check were paid out of that account (which was occasionally supplemented by deposits from their savings account). Upon his retirement, all or a portion of William's retirement check was given to Janet to buy food and pay other family expenses not necessitating payment by check. These checks varied from approximately $550.00 a month in 1979 to approximately $660.00 in later years. During 1979 and 1980, two of the children were living with the parties and, by 1982, all of the children had left and, at that time, he divided the pension check between the parties. There is no suggestion nor, for that matter, any evidence, that Janet dissipated any of those monies. She testified, and the Court so finds, that by the end of the month there were no monies left and, hence, none saved - a condition occasioned by the fact they entertained frequently (having, for example, a backyard swimming pool). It was William who made the financial decisions in the marriage and essentially managed the money.

8. The family home is located at 8203 Jackson Street, in Munster, Indiana. It had belonged to William's parents, who purchased it in 1974 for $55,000.00. Then, in October of 1976, his mother died and his father, after living alone a year, gave a deed thereto to the parties. The (7-room) house was then fully paid and fully furnished. The nature of that transaction - whether it was a gift to the parties, or merely to William, is very much an issue in this case. William's father, who in fact was the first witness at the final hearing, offered flatly inconsistent testimony. Thus, he testified:

(1) He wanted the premises to be a gift to his son only, but the latter told him Janet's name had to be placed on the deed too.

(2) He did not think the deed had been placed in both names, but he acknowledged that he knew it now was although he was not sure when that occurred.

(3) He told his son to put the property in the names of both of the parties.

He further testified, although there are no restrictions on the deed (and no other writing to that effect), that he had instructed William not to sell the property, and that there was an agreement with the parties that he would live with them 6 months each May to October, rent-free, and 6 with his daughter in Arizona (to where he had retired). Janet flatly denies even a discussion to that effect among the three of them, let alone an agreement. In fact, there is an apartment in the sub-basement, and he lived in it during a portion of the years preceding 1983, and without paying rent. Subsequent to this gift, the father gave his daughter $50,000.00, cash, "to be fair". There is no evidence concerning whether or not there were any conditions attached thereto. After the gift of the home, the parties placed their then home for sale, receiving therefrom net proceeds of $33,260.43. It had been their second home, the first having been purchased in 1958, via a $5,000.00 gift from his father, where they lived 10 years. When they sold it, the proceeds enabled them to make a $10,000.00 down payment on the second - where they lived likewise 10 years. Janet had been happy in the second home and did not wish to sell, but William had insisted and prevailed.

William vacated the home in the Spring of 1983, pursuant to the provisional order, and his father, who had then been there two days, left with him. In the preceding 2 or 3 years, his visitations had in fact been from May to October while, in earlier years, the visitations were shorter (6 weeks to 2 months) and, in fact, the first 2 years after the gift he spent no time there at all: He would simply "come and go, without any set pattern". While Janet did not object to the visitations, she felt 6 months to be "a long time", and she informed her husband of her feelings. Accordingly, in early 1983,

prior to the separation, William concurred and had even found a place with a "widow lady", where his father might stay.

9. The parties have stipulated that the home had a value in 1977 of $53,500.00 while, currently, pursuant to an appraisal, its fair market value is $74,000.00.

10. Because the gift of the father's home included the furnishings, the parties essentially sold off furnishings in each home they no longer wanted, by means of a rummage sale.

11. Shortly after moving into the home, the parties caused a swimmingpool to be installed, at a cost of $15,000.00, financed by a loan from Citizens Federal Savings & Loan Association, and secured by a mortgage, the current balance of which is approximately $7,400.00.

There are no other liens on the property.

12. Each of the parties wishes the home. In William's case, he would, however, be willing to share with her its appreciation and value since the date of its acquisition. Janet wishes the home outright: She cites as her reasons that she has "no place else to go", has little income, that its expense is modest and that she has contributed substantially to its maintenance.

13(A) William has had the use and possession of 3 vehicles:

(1) A 1970 Ford Station Wagon, of a fair market value of $500.00.

(2) A 1974 Chevrolet automobile, of a fair market value of $100.00. It is "broken down".

(3) A 1980 Corvette, purchased in the spring of 1981 for $12,500.00, with a credit balance at separation of $2,200.00. William assesses its fair market value at $8,000.00, stating he would sell it for $8,500.00. It was, for a time, listed as an asset of his business, and depreciated as such. The Red Book, however, for this region, lists its value, at separation, at $11,800.00 retail.

(B) Janet has the use and possession of 2 vehicles:

(1) A 1975 Chevrolet Nova automobile, which had originally belonged to her grandmother and, through her father, came to her. It is operable, has been kept garaged, is apparently rust-free, and has between 29,000 and 39,000 miles. It is in "like-new" condition. William deems it an antique and estimates its fair market value at $2,000.00. Janet, however, points out that it must be 20 years old to qualify as an antique. She assesses its fair market value at $800.00.

(2) A 1976 Cadillac, of a fair market value of $1,500.00.

14. William owns a one-eighth interest in a building known as the Cordova Apartments, located at 2 Ruth Street, in Hammond, Indiana, acquired pursuant to a partnership agreement executed on May 2, 1979, reflecting an installment contract for the purchase thereof in the sum of $230,000.00. His contribution to the $50,000.00 down payment was $6,491.50. The balance was financed by mortgage. The parties have stipulated that the gross fair market value of the property is $215,000.00, its mortgage balance $158,752.32, and that William's interest, translated into dollars, is $7,030.84. William, however, asserts the true fair market value of his interest to be $3,000.00, that amount for which another partner recently sold his identical interest. William has made no further investment in the partnership since its inception but for occasional bills, his share of which totalled perhaps $100.00 to $200.00. Neither has he received any income from it. He has, however, claimed it as a tax loss, annually.

15. Some time on or before May 17, 1975, the parties and their 3 children were passengers in a boat on Lake Shaffer when another boat collided with theirs, causing most of the family injury but their son, William Sebastyen, III (Billy), by far the most: He lost his spleen, and sustained fractured ribs and a punctured lung, was

hospitalized 2 weeks, followed by an approximately 6-month period of recuperation. His medical expenses totalled approximately $5,000.00. Similarly, Janet's legs were "badly hurt", and she was "laid-up" for approximately a year. In 1977 or 1978, and without counsel but with the informal advice of others, the accident was settled with the insurance company (of the other boater) for $33,000.00, of which $15,000.00 was specifically attributable Billy (in one check), the remainder apportioned among the others (in a separate check), and separate releases executed. The entire settlement sum, however, was placed in the bank account. At the time, Billy had graduated High School and was employed.

There is a conflict in the evidence concerning whether or not the $15,00.00 was always, or ever, or promised by the parties to be, the property of Billy. Both William and his son unequivocally take the position that that sum has been the boy's from the inception, that he trusted his parents in its safekeeping to a time when he should become more mature, consistent with the parties' joint decision to that effect. Janet, however, testified she never promised her son he would be getting any portion of the settlement monies, although William told him monies would be available if he needed them for school, a car, or the like.

In 1980 or 1981, Billy asked for monies for a business, but his father declined, a decision to which the boy apparently peaceably deferred. Over the years, since the accident, however, the parties have provided this son various gifts, including assistance in the purchase of a Pickup Truck and, via William, $1,000.00 toward the purchase of a boat.

Billy confirms he has not demanded that fund from his parents, as his father confirms the boy has not been refused it. No deadline has ever been established for its transfer. The parties have declared the interest income on the fund which has apparently always been

hospitalized 2 weeks, followed by an approximately 6-month period of recuperation. His medical expenses totalled approximately $5,000.00. Similarly, Janet's legs were "badly hurt", and she was "laid-up" for approximately a year. In 1977 or 1978, and without counsel but with the informal advice of others, the accident was settled with the insurance company (of the other boater) for $33,000.00, of which $15,000.00 was specifically attributable Billy (in one check), the remainder apportioned among the others (in a separate check), and separate releases executed. The entire settlement sum, however, was placed in the bank account. At the time, Billy had graduated High School and was employed.

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Billy confirms he has not demanded that fund from his parents, as his father confirms the boy has not been refused it. No deadline has ever been established for its transfer. The parties have declared the interest income on the fund which has apparently always been

commingled with their other monies from time to time. No suit was ever filed concerning the accident. Neither was any guardianship ever established concerning the children's portion thereof.

16. With the receipt of the proceeds of the sale of their home and the boating accident settlement, the parties controlled funds, then, of approximately $66,000.00. The subsequent history of those funds is somewhat convoluted. At various points in time, however, all of it was maintained at the Calumet National Bank, including the date of separation. Shortly after the separation, the funds were maintained in two accounts: A certificate of deposit in the names of both (although apparently physically held by Janet) at the Calumet National Bank, in the sum of approximately $30,000.00, the other in the form of an interest-bearing (NOW) checking account, in William's name only, at the First National Bank of East Chicago, in the sum of approximately $30,000.00. The latter has been so held since at least May 9, 1983, when it was transferred by him (in the precise sum of $30,000.00) from the Calumet National Bank because he was solicited to do so and deemed it "good business" that it be done. At the time, he had maintained an account, into which the $30,000.00 was deposited, as a business checking account: The balance there, immediately prior to that deposit, approximated $3,250.00. At an earlier date, he had withdrawn $4,500.00 from the Calumet National Bank account for his business account, a practice in which he engaged intermittently as the business account required supplementation from savings (in his judgment); later (but in May of 1983), likewise for use of the business account, approximately $3,000.00 to $4,000.00. Additionally, on April 27, 1983, he had withdrawn $5,000.00 from the Calumet National Bank to purchase a boat for the use of Billy and himself.

At various times in the history of the parties' combined funds, modest portions found their way into Peoples Federal Savings & Loan Association, First Federal Savings & Loan Association of East Chicago (where their daughter then worked), and the Dreyfus Fund ($5,000.00),