

1 **13-819. [~~Assignment; no reversionary interest.~~] Partial assignment of a contractual right; no**
2 **instruction drafted.**

3 [For the assignment to be valid, _____ must have retained no rights in what
4 was assigned.]

5 [USE NOTE]

6 [~~This direction should be given in conjunction with UJI 13-818.~~]

7 [Adopted, effective November 1, 1991; as amended by Supreme Court Order No. 20-8300-006,
8 effective for all cases pending or filed on or after December 31, 2020.]

9 **Committee commentary.** — Section 326(1) of the Restatement (Second) of Contracts
10 (1981) provides that “an assignment of a part of a right, whether the part is specified as a fraction,
11 as an amount, or otherwise, is operative as to that part to the same extent and in the same manner
12 as if the part had been a separate right.” The New Mexico Supreme Court has written approvingly
13 of partial assignments, but it has not yet indicated whether New Mexico follows Section 326 or
14 provided specific guidance regarding partial assignments. *Johnson v. Sowell*, 1969-NMSC-133, ¶
15 18, 80 N.M. 677, 459 P.2d 839; *Kandelin v. Lee Moor Contracting Co.*, 1933-NMSC-058, ¶ 26,
16 37 N.M. 479, 24 P.2d 731.

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18 effective for all cases pending or filed on or after December 31, 2020.]