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## Community Property Law - The Apportionment of Marital Community Assets: *Dorbin v. Dorbin*

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COMMUNITY PROPERTY LAW—The Apportionment of Marital  
Community Assets: *Dorbin v. Dorbin*

I. INTRODUCTION

In *Dorbin v. Dorbin*,<sup>1</sup> the New Mexico Court of Appeals held that it was reversible error to permit the marital community to recover both the principal paydown<sup>2</sup> and the amount of interest paid towards a townhouse acquired during a couple's marriage.<sup>3</sup> Both the principal paydown and the interest paid benefitted the wife's sole and separate residence.<sup>4</sup> The court determined that when an asset is acquired during marriage by applying separate as well as community funds, the principle of apportionment, rather than reimbursement, is the proper principle for the court to apply upon divorce of the parties.<sup>5</sup> This raises the specter of a new line of decisions in all aspects of property disbursement in marital dissolutions.

This Note will examine the *Dorbin* court's preference for apportionment as compared with reimbursement when disposing of assets acquired with "mixed monies"<sup>6</sup> during marriage, and comment on the effect *Dorbin* may have upon future divorce actions. In addition, this Note suggests that the apportionment principle might replace reimbursement not only in divorce cases, but in probate cases as well.

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1. 105 N.M. 263 (App.), 731 P.2d 959 (N.M. Ct.App. 1986).

2. *Id.* at 264, 731 P.2d at 960. Principal paydown is that amount of a mortgage payment which reduces the mortgage principal. *Id.* at 266, 731 P.2d at 962. Therefore, that portion of a mortgage payment which is credited to interest, insurance or taxes is not principal paydown. *Id.* The underlying theory is that the community should receive reimbursement only for principal paydown, as interest, insurance and taxes do not increase the real estate's equity value. *Id.*

3. Judge Kass delivered the opinion of the court, with which Judges Alarid and Fruman concurred. *Id.* at 269, 731 P.2d at 965.

4. While already married, the wife purchased a \$69,000.00 townhouse. *Id.* at 264, 731 P.2d at 960. She used \$10,000.00 cash of her sole and separate money as the down payment. *Id.* The remaining \$59,000.00 balance was financed through a real estate contract. *Id.* Title to the property was recorded in the name of the wife only, as her sole and separate property. *Id.*

5. *Id.* at 265, 731 P.2d at 961.

In a community property jurisdiction, when property of one marital estate is expended for the benefit of another marital estate, the question arises whether the first estate is entitled to reimbursement by the benefitted estate. Related questions then arise with respect to the measure of reimbursement and the security for the claim's satisfaction. These questions most often arise either: (1) when community expenditures are made on a spouse's separate property purchase money obligation, or (2) when community property is used to improve a spouse's separate real property. However, the questions arise and the conflicts exist between the marital estates in a number of other contexts as well.

Weekley, *Reimbursement Between Separate and Community Estates—The Current Texas View.*, 39 BAYLOR L.REV. 946-47 (1987).

6. "Mixed money" is a combination of separate and community funds commingled to acquire assets. *Dorbin*, 105 N.M. at 268, 731 P.2d at 964.

## II. STATEMENT OF THE CASE

Appellant Janette B. Dorbin<sup>7</sup> and Appellee Jerry Dorbin were married on July 3, 1976.<sup>8</sup> Slightly more than two years after their marriage, the wife purchased a townhouse as an investment.<sup>9</sup> With her husband's knowledge and consent, the wife took title of the townhouse in her name alone.<sup>10</sup> The Dorbins' subsequent separation, however, put an end to their residential plans.

From the time of separation forward, the wife lived by herself in the townhouse,<sup>11</sup> and she alone made the monthly payments for the twenty-seven months preceding trial.<sup>12</sup> During this period, the townhouse increased in value from \$69,000.00 to \$100,000.00.<sup>13</sup>

The Dorbins became separated and filed for divorce in October, 1981.<sup>14</sup> Two years and two months later, the parties stipulated to a partial decree and a divorce was granted.<sup>15</sup> The court retained jurisdiction to resolve money issues. The parties tried the case before a special master,<sup>16</sup> where the specific focus was the distribution of the couple's individual interests in the townhouse. Appellant wife objected to the special master's report, but District Judge Art Encinias adopted the special master's findings in the final decree.<sup>17</sup> Janette Dorbin appealed.<sup>18</sup> The New Mexico Court of Appeals held that the special master erred in permitting the marital community to recover both the principal paydown and the amount of interest paid towards the townhouse.<sup>19</sup>

## III. DISCUSSION AND ANALYSIS

### A. Dorbin's *Analysis of the Merits of Apportionment and Reimbursement*

In the *Dorbin* decision, the court balanced the competing principles of apportionment and reimbursement in the disposition of property acquired during marriage with both separate and community funds.<sup>20</sup> Specifically, the *Dorbin*

7. Appellant was also known as Janet Dorbin. *Id.* at 263, 731 P.2d at 959.

8. *Id.*

9. *Id.* at 264, 731 P.2d at 960. The wife planned to subsequently sell the townhouse following her husband's receipt of sale proceeds from a prior marital residence. *Id.* However, the couple's 1981 separation preceded the husband's receipt of \$90,000.00 in proceeds from the sale of his prior marital residence. *Id.* Therefore, the wife derived no benefit from the husband's sale proceeds.*Id.*

10. *Id.*

11. *Id.*

12. *Id.* at 265, 731 P.2d at 961.

13. *Id.* at 264-65, 731 P.2d at 960-61. The remaining balance due was approximately \$56,000.00, resulting in an equity of approximately \$44,000.00. *Id.* at 265, 731 P.2d at 960. The special master determined that \$27,156.00 of community funds had been spent on townhouse payments during the sixty-two months between the date of purchase and the subsequent divorce. *Id.* The special master broke this sum down into \$3,000.00 principal paydown and \$24,156.00 interest. *Id.*

14. *Id.* at 264, 731 P.2d at 960.

15. *Id.*

16. *Id.* The trial took place on December 12, 1983, and the special master filed his report on April 4, 1985. *Id.*

17. *Id.*

18. *Id.*

19. *Id.*

20. *Id.* at 265, 731 P.2d at 961.

court confronted the issue of whether the marital community should recover both the principal paydown and the amount of interest paid during marriage towards the townhouse (which benefitted the wife's sole and separate residence).<sup>21</sup>

The *Dorbin* court began its analysis by defining the doctrine of apportionment, and by examining the purposes and policy underlying the theory. "Apportionment," the court stated, "is the principle courts apply when an asset is acquired during marriage using both separate and community monies. At divorce, the asset is apportioned between separate and community interests in a manner which achieves substantial justice."<sup>22</sup> Apportionment would compensate the marital community in proportion to what it had contributed to the purchase of the townhouse. Apportionment considers the value of the contribution, not merely the face amount. It is an attempt to distribute the total assets of the marital community in a way which is fair to both the separate and community interests.

*In re Marriage of Aufmuth*<sup>23</sup> clearly sets forth the guidelines for applying the apportionment principle. The *Aufmuth* court stated that "the separate and community interests are to be computed on a pro rata basis in direct proportion to the amounts of separate and community funds invested in the property."<sup>24</sup> In contrast, reimbursement would pay back the community the exact dollar amount that it had contributed.<sup>25</sup> The issue in *Dorbin*, then, was the determination of the precise measure of compensation that was due the community estate upon divorce.

### *B. The Historical Background of Reimbursement and the Trend Towards Apportionment*

Traditionally, divorce courts looked to the exact dollar amount contributed by the separate and community estates in determining the disposition of assets. *In re Marriage of Warren*<sup>26</sup> represents this view. In *Warren*, the wife used \$38,000.00

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21. <sup>44</sup> at 264, 731 P.2d at 960. In addition, the New Mexico Court of Appeals considered whether the trial court abused its discretion in denying the wife an alimony award. *Id.* The Court of Appeals affirmed the trial court in this regard; it held that there was no abuse of discretion in the denial of an alimony award. *Id.*

22. *Id.* at 265, 731 P.2d at 961.

23. 89 Cal. App. 3d 446, 152 Cal. Rptr. 668 (1979), overr. *In re Marriage of Lucas*, 27 Cal. App. 3d 808, 166 Cal. Rptr. 853 (1980).

24. *Id.* at 457, 152 Cal. Rptr. at 674-75 (citing *In re Marriage of Jafeman*, 29 Cal. App. 3d 244, 256-57, 105 Cal. Rptr. 483, 490 (1972)).

25. When reimbursement is sought for the expenditure of funds by one marital estate on purchase money indebtedness owed by another marital estate, the contributing estate is entitled to reimbursement for the amount of funds actually expended to reduce the principal of such purchase money indebtedness without the necessity of showing any benefit to the benefited estate. In order to also recover for payments of interest on such indebtedness, and for advancement of funds necessary to pay ad valorem taxes and insurance, the person seeking reimbursement must show that the amount of payments made exceeded the benefits received. However, it appears that the owner of the property may plead and prove that the estate advancing funds for the principal reduction of purchase money indebtedness benefitted from the use of such property, and accordingly, in appropriate circumstances, the owner may claim an offset. Nevertheless, the number of cases in which such an offset has been granted is limited.

*Weekley*, *supra* note 5, at 973.

26. *In re Marriage of Warren*, 28 Cal. App. 3d 777, 104 Cal. Rptr. 860 (1972).

of community property funds to improve her separate land.<sup>27</sup> At the time of the divorce, though, the building upon the wife's land was worth only \$33,952.00.<sup>28</sup> The parties stipulated that the \$38,000.00 of community property funds spent on the wife's separate property was not a gift to the wife's separate estate.<sup>29</sup> The court relied upon a fixtures rule that any building or fixture becomes a part of the real estate in declaring that the building was the wife's separate property even though it was paid for with community funds.<sup>30</sup> Ultimately, the *Warren* court allowed the community to be reimbursed "dollar-for-dollar," even though the community funds improved a spouse's separate property.<sup>31</sup>

Gradually, the strict "dollar-for-dollar" reimbursement scheme began to change. *Hanrahan v. Sims*<sup>32</sup> changed the traditional view espoused by *Warren*. In *Hanrahan*, the married couple lived in a house that was the husband's separate property.<sup>33</sup> During the marriage, the husband used \$17,006.10 of community property funds to make mortgage payments.<sup>34</sup> At divorce, the house remained the husband's separate property.<sup>35</sup> The trial court ruled that the community's remedy was reimbursement in the amount of one-half of the community property contribution.<sup>36</sup> This is the same amount that the *Warren* court would have awarded.

The change in law came about when the Arizona Court of Appeals reversed the trial court, and held that the measure of reimbursement to the community was only \$4,217.40.<sup>37</sup> Significantly, the court ruled that the community was entitled only to that amount of money that increased the husband's equity in the home, not merely all the money that decreased the interest due.<sup>38</sup> This provides a clear illustration of the "principal paydown" concept. The "principal paydown" is that amount which reduces the principal of a mortgage. Therefore, the community is not entitled to reimbursement on interest payments. *Hanrahan* declared reimbursement to be an "equitable remedy."<sup>39</sup> *Chance v. Kitchell*<sup>40</sup> was the first New Mexico case to follow *Hanrahan*. *Dorbin*, in turn, is the present New Mexico law following *Chance v. Kitchell*.

In *Chance*, the New Mexico Supreme Court held that the community estate was not entitled to receive compensation for funds expended on property taxes, insurance, interest and garbage and sewer costs.<sup>41</sup> The court denied reimbursement for these expenses on the ground that such expenses did not increase the

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27. *Id.* at 780, 104 Cal. Rptr. at 862.

28. *Id.*

29. *Id.*

30. *Id.* at 781, 104 Cal. Rptr. at 862.

31. *Id.* at 783, 104 Cal. Rptr. at 864.

32. 20 Ariz. App. 313, 512 P.2d 617 (Ct. App. 1973).

33. *Id.* at 315, 512 P.2d at 619.

34. *Id.* at 316, 512 P.2d at 619.

35. *Id.* at 351, 512 P.2d at 619.

36. *Id.* at 316, 512 P.2d at 620.

37. *Id.* at 317, 512 P.2d at 621.

38. *Id.* at 318, 512 P.2d at 622.

39. *Id.* at 316, 512 P.2d at 620. Weekley states that "The right of reimbursement is not governed by a precise dollar amount but by equitable principles." Weekley, *supra*, note 5, at 975.

40. 99 N.M. 443, 659 P.2d at 895 (1983).

41. *Id.* at 445, 659 P.2d at 897.

equity of the property.<sup>42</sup> Moreover, the court explicitly granted reimbursement for the value of the improvements to the residence, not merely the cost of the improvements.<sup>43</sup>

Looking to the New Mexico Supreme Court decision in *Portillo v. Shappie*,<sup>44</sup> the *Dorbin* court found that the New Mexico courts had already considered and resolved some of the issues presented by the *Dorbin* dispute.<sup>45</sup> In *Portillo*, the husband devoted his own labor in addition to community fund contributions to significantly increase the value of the wife's home.<sup>46</sup> Following the wife's death, the supreme court held that the husband should receive a one-half interest of the enhanced value of the home.<sup>47</sup>

Significantly, in using a ratio analysis to calculate reimbursement, *Portillo* was the first New Mexico case to allow the right to reimbursement to be an "enhanced" reimbursement. This ruling had great repercussions in divorce actions as well. For example, if the *Portillo* facts were involved in a divorce proceeding, straight "dollar-for-dollar" reimbursement might result in a large financial advantage for the spouse who owned the house. This "enhanced" reimbursement allows essentially the same result as the "pro rata" reimbursement approach used in California, by which the community gets the advantage of the effects of inflation upon the home or property in dispute.

The *Dorbin* court, though, also looked outside New Mexico law for authority. Specifically, the court's critical analysis came in its examination and adoption of the California Supreme Court's holding in *In re Marriage of Moore*.<sup>48</sup>

The *Dorbin* and *Moore* facts bear a striking resemblance. In *Moore*, a real estate parcel was purchased with separate funding as the down payment.<sup>49</sup> Thereafter, the marital community took responsibility for the monthly mortgage payments.<sup>50</sup> The community was responsible for a principal paydown of \$6,000.00 during the marriage.<sup>51</sup> The task for the *Moore* court, therefore, was to calculate

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42. *Id.*

43. *Id.* To elaborate:

In regard to the distinction between the measure of reimbursement in cases in which a marital estate's preexisting indebtedness is paid from community funds and those cases in which a spouse's separate property is enhanced through the construction of improvements by the use of community funds, there appears to be no logical reason, other than the historical development of these concepts, for awarding, in the former case, the amount of principal funds advanced, without interest, and, in the latter case, enhancement, which takes into account an interest factor.

Weekley, *supra* note 5, at 973-74.

44. 97 N.M. 59, 636 P.2d 878 (1981).

45. *Dorbin*, 105 N.M. at 266, 731 P.2d at 962. *Portillo* involved a situation in which payments on a home which was the wife's separate property were in dispute. *Portillo*, 97 N.M. at 59, 636 P.2d at 878.

46. *Id.* The husband's labor and the community contributions served to double the size of the house, as well as to add plumbing and electricity. *Id.*

47. *Id.* at 64, 636 P.2d at 883. Upon his wife's death, Mr. Portillo sought a pecuniary interest in the house, to which the wife's children objected. *Id.* at 59, 636 P.2d at 878.

48. 28 Cal. 3d 366, 168 Cal. Rptr. 662 (1980).

49. *Id.* at 370, 168 Cal. Rptr. at 663.

50. *Id.*

51. *Id.*

the interest acquired by the community. In other words, the court had to determine what percentage of the house the community now owned.

After applying the "pro rata" rule, the court held that only the principal paydown should be credited to the community.<sup>52</sup> The *Moore* court used an apportionment formula based upon a ratio of community fund payments to separate fund payments.<sup>53</sup> This ratio was analyzed in relation to the original purchase price of the real estate.<sup>54</sup> That is, the court compared the percentage of separate and community funds used in the purchase.<sup>55</sup> Thereafter, total equity was apportioned by determining the separate property percentage and the community property percentage.<sup>56</sup>

Although the *Moore* formula had never been used in New Mexico,<sup>57</sup> the *Dorbin* court found it appropriate in this instance and held that "it is an equitable formula."<sup>58</sup> In arriving at precisely how the formula should be applied, the court declared that the standard is "substantial justice."<sup>59</sup> The court also recognized the fact that the *Moore* decision is still valid in California.<sup>60</sup>

The *Dorbin* court, in applying the *Moore* formula, added the wife's separate down payment (\$10,000.00) to the full amount of the loan (\$3,000.00), to arrive at the wife's separate contribution towards the townhouse (\$66,000.00).<sup>61</sup> The court then divided this amount (\$66,000.00) by the original purchase price (\$69,000.00) to arrive at the wife's separate property percentage share (95.65%) of the appreciated equity.<sup>62</sup> The community's percentage share of appreciation equity was 4.35%.<sup>63</sup> Following the previously established standard of "enhanced" reimbursement, the *Dorbin* court sought to apportion the "appreciation equity."<sup>64</sup> Simply, this amount is the total equity less the cash equity.<sup>65</sup>

It is important to note that the *Dorbin* court credited the amount borrowed to the wife's separate estate, rather than to the community estate.<sup>66</sup> In New Mexico, title (the way in which the deed is recorded) is controlling in determining whether an asset is owned by the community or separate estate.<sup>67</sup> In *Dorbin*, the wife took title to the townhouse in her name alone.<sup>68</sup> Therefore, the mortgage balance

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52. *Id.* at 372, 168 Cal. Rptr. at 665.

53. *Id.*

54. *Id.*

55. *Id.*

56. *Id.* at 373-74, 168 Cal. Rptr. at 665.

57. *Moore*, however, had been cited in *Chance v. Kitchell*, 99 N.M. 443, 445, 659 P.2d 895, 897, (1983).

58. *Dorbin*, 105 N.M. at 267, 731 P.2d at 963.

59. *Id.* See *Portillo v. Shappie*, 97 N.M. 59, 636 P.2d 878 (1981).

60. See *In re Marriage of Marsden*, 130 Cal. App. 3d 426, 181 Cal. Rptr. 910 (1982); *In re Marriage of Gowdy*, 178 Cal. App. 3d 1228, 224 Cal. Rptr. 400 (1986).

61. *Dorbin*, 105 N.M. at 267, 731 P.2d at 963.

62. *Id.*

63. *Id.*

64. *Id.*

65. *Id.* at 265, 731 P.2d at 961. Total equity (\$44,000.00) minus cash equity (\$13,000.00) is equal to appreciation equity (\$31,000.00). *Id.*

66. *Id.* at 267, 731 P.2d at 963.

67. See N.M. STAT. ANN. § 40-3-8 (1978 Comp.).

68. *Dorbin*, 105 N.M. at 264, 731 P.2d at 960.

was credited to the wife's separate estate.<sup>69</sup> The *Dorbin* court also paid attention to the fact that the parties intended for the wife to take the townhouse in her name only.<sup>70</sup>

In applying the apportionment formula, the *Dorbin* court reimbursed the wife not as a lender, but as an investor. *In re Marriage of Aufmuth*<sup>71</sup> involved a set of facts similar to those in *Dorbin*. In *Aufmuth*, the wife used \$16,500.00 of her separate funds as a down payment on a home, while the community property paid \$50,000.00 as the balance of the purchase price.<sup>72</sup> As in *Dorbin*, the *Aufmuth* court concluded that the wife had a separate property interest "to the extent of her investment."<sup>73</sup> The mortgage balance, though, was credited to the community,<sup>74</sup> while the *Dorbin* court credited the mortgage balance to the wife's separate estate.<sup>75</sup> The *Aufmuth* court said "it is apparent that the credit was extended on the strength of the community earnings."<sup>76</sup> Thus, it is extremely important that the parties be aware of the implications of whether one spouse or both sign notes due. The *Aufmuth* court concluded: "The character of property acquired upon credit during marriage is determined according to the intent of the lender to rely upon the separate property of the purchaser or upon a community asset."<sup>77</sup>

In summary, the *Dorbin* court held that the special master did indeed commit reversible error in granting the community an award of \$27,156.00.<sup>78</sup> The court remanded the case to the trial court with directions to apply the *Moore* formula.<sup>79</sup>

#### IV. CONCLUSION

In its adoption of the *Moore* formula's apportionment scheme of property distribution, the New Mexico Court of Appeals in *Dorbin v. Dorbin* depicted a great concern for equitable results and "substantial justice."<sup>80</sup> In asserting that "substantial justice" should be the standard by which to test future distributions of marital property, the *Dorbin* court clearly created an area of judicial discretion.

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69. *Id.* at 267, 731 P.2d at 963.

70. *Id.* at 264, 731 P.2d at 960.

71. 89 Cal. App. 3d 446, 152 Cal. Rptr. 668 (1979).

72. *Id.* at 446, 152 Cal. Rptr. at 672.

73. *Id.* at 458, 152 Cal. Rptr. at 675. Thus, the wife had an interest in her separately funded down payment, while the community had an interest in the loan balance. *Id.*

74. *Id.*

75. *Dorbin*, 105 N.M. at 267, 731 P.2d at 963.

76. *Aufmuth*, 89 Cal. App. 3d at 455, 152 Cal. Rptr. at 674. The *Aufmuth* court relied upon the fact that the wife had no separate property aside from the \$16,500.00 that she contributed as the down payment. *Id.* Moreover, the court noted that the husband provided the sole source of income for the community. *Id.* at 456, 152 Cal. Rptr. at 674.

77. *Id.* at 455, 152 Cal. Rptr. at 674, citing *Gudelj v. Gudelj*, 41 Cal. 2d 202, 210, 259 P.2d 656, 658 (1943); *Hogevell v. Hogevell*, 59 Cal. App. 2d 188, 193-94, 138 P.2d 693, 696 (1943).

78. *Dorbin* 105 N.M. at 267-68, 731 P.2d at 963-64. The community property award, as calculated by the *Moore* formula, was determined to be \$4,240.00, resulting in an award to the wife of \$39,760.00 as her sole and separate property. *Id.* at 267, 731 P.2d at 963.

79. *Id.* at 269, 731 P.2d at 965. In addition, the wife was awarded \$2,000.00 towards her legal costs incurred upon appeal. *Id.*

80. *Id.*



The circumstances of each case, then, might well determine the outcome. In comparing the competing theories of apportionment and reimbursement, the *Dorbin* court concluded that apportionment, rather than reimbursement, would permit an equitable solution to the problem of "mixed money" property disposition upon divorce.

The *Dorbin* decision is significant in its potential use in future litigation. Apparently, the *Moore* formula will now be the standard of property disposition in New Mexico cases involving property acquired by the marital community with both separate and community funds.

However, even though the *Moore* formula is deemed "equitable" and is presently the New Mexico standard, it is not without its detractors. In "Apportionment of Home Equity in Marital Dissolutions Under California Community Property Law: Is the Current Approach Equitable?"<sup>81</sup> Mitchell Scott Wagner criticizes the *Moore* formula as being inequitable to the community.<sup>82</sup> Specifically, he rejects the notion of crediting the separate estate with the full amount of the loan balance as being fair to the community.<sup>83</sup>

In *Moore*, the loan was obtained before marriage.<sup>84</sup> In *Dorbin*, though, the loan proceeds were acquired after marriage.<sup>85</sup> Yet, in both cases the courts credited the separate estates with the full amount of the loan proceeds. The inference, then, is that the time at which the loan is acquired should not be dispositive in characterizing the loan as either separate or community. Rather, Wagner asserts that the community should be entitled to at least a percentage of the loan proceeds.<sup>86</sup> If the court truly wants to achieve "substantial justice," this approach might indeed be equitable. Wagner concludes that "if the community may derive an interest in the equity of the home, it should be able to derive an interest in the proceeds of the loan as well."<sup>87</sup>

Until *Dorbin* is overruled, however, New Mexico attorneys must now consider that its apportionment formula might be applicable to property disposition following a spouse's death, in addition to being applicable to divorce cases. Therefore, probate as well as divorce attorneys should take notice.

The potential litigation in divorce situations might be avoided by careful planning and record-keeping. Specifically, apportionment problems might be circumvented through detailed record-keeping involving community and separate estates. Although such precautionary measures might well prove invaluable in divorce, many married couples avoid such record-keeping, as it seems to suggest that divorce is likely. Most couples enter marriage expecting a perpetual relationship, and therefore feel that such records of property distinction are unnecessary and inappropriate.

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81. Wagner, *Apportionment of Home Equity in Marital Dissolutions Under California Community Property Law: Is the Current Approach Equitable?*, 9 COMMUNITY PROP.J. 31 (1982).

82. *Id.* at 32.

83. *Id.* at 34.

84. *Moore*, 28 Cal. 3d at 370, 168 Cal. Rptr. at 663.

85. *Dorbin*, 105 N.M. at 264, 731 P.2d at 960.

86. Wagner, *supra* note 81, at 31.

87. *Id.* at 41.

The effects of *Dorbin*, then, might be far-reaching indeed. Apportionment, in contrast to reimbursement, could well become the trend in all litigation involving "mixed money" purchases by the marital community. Legal counsel as to estate and financial planning may face inevitable change and adaption in accommodating these implications.

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