

**TITLE 8: FAMILY LAW AND PROBATE**  
**DIVISION 1: DOMESTIC RELATIONS**

**§ 1825. Protection of Bona Fide Purchasers Dealing With Spouses.**

(a) In this section:

(1) “Bona fide purchaser” means a purchaser of property for value who:

(i) Has not knowingly been a party to a fraud or illegality affecting the interest of the spouses or other parties to the transaction;

(ii) Does not have notice of an adverse claim by a spouse; and

(iii) Has acted in the transaction in good faith.

(2) “Purchase” means to acquire property by sale, lease, discount, negotiation, mortgage, pledge, or lien or otherwise to deal with property in a voluntary transaction other than a gift.

(3) A purchaser gives “value” for property acquired:

(i) In return for a binding commitment to extend credit;

(ii) As security for or in total or partial satisfaction of a preexisting claim;

(iii) By accepting delivery pursuant to a preexisting contract for purchase; or

(iv) Generally, in return for any other consideration sufficient to support a simple contract.

(b) Notice of the existence of a marital property agreement, a marriage, or the termination of a marriage does not affect the status of a purchaser as a bona fide purchaser.

(c) Marital property purchased by a bona fide purchaser from a spouse having the right to manage and control the property under 8 CMC § 1821 is acquired free of any claim of the other spouse as long as 8 CMC § 1821(d) is complied with. The effect of this subsection may not be varied by a marital property agreement.

**Source:** PL 7-22, § 12.