

850.30 DEEDS - ACTION TO SET ASIDE - GROSSLY INADEQUATE
CONSIDERATION ("INTRINSIC FRAUD").

The (*state number*) issue reads:

Was the [price paid] [consideration given] to (*name grantor*) for [executing] [delivering] (*identify deed*) grossly inadequate under the circumstances?"

On this issue the burden of proof is on the plaintiff. This means the plaintiff must prove, by the greater weight of the evidence, that the [price paid] [consideration given] to (*name grantor*) for [executing] [delivering] (*identify deed*) was grossly inadequate¹ under the circumstances.² To be grossly inadequate, the [price paid] [consideration given] must be so disproportionate to the value of what (*name grantor*) has given up by the conveyance that, under the same or similar circumstances, it would shock the conscience of a reasonable person.

Finally, as to the (*state number*) issue on which the plaintiff has the burden of proof, if you find by the greater weight of the evidence that the [price paid] [consideration given] to (*name grantor*) for [executing] [delivering] (*identify deed*) was grossly inadequate under the circumstances, then it would be your duty to answer this issue "Yes" in favor of the plaintiff.

If, on the other hand, you fail to so find, then it would be your duty to answer this issue "No" in favor of the defendant.

1. A shockingly insufficient consideration will support a finding of grossly inadequate consideration (*i.e.*, intrinsic fraud) without other evidence. *Wall v. Ruffin*, 261 N.C. 720, 723, 136 S.E.2d 116, 118 (1964); *Garris v. Scott*, 246 N.C. 568, 575, 99 S.E.2d 750, 755 (1957); *Carland v. Allison*, 221 N.C. 120, 122, 19 S.E.2d 245, 246 (1942).

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2. The permitted inference of fraud is rebuttable.