

2798B UNIFORM VOIDABLE TRANSACTIONS: TRANSFER OR OBLIGATION VOIDABLE AS TO PRESENT OR FUTURE CREDITORS – WIS. STAT. § 242.04(1)(b): SPECIAL VERDICT

Question 1

Did (plaintiff) have a right to payment from (debtor)?

ANSWER: _____
Yes or No

If you answered “yes” to question 1, then answer question 2. If you answered “no,” stop here. Do not answer any other questions.

Question 2

Did (debtor) (transfer property) (incur an obligation) to (defendant)?

ANSWER: _____
Yes or No

If you answered “yes” to question 2, then answer question 3. If you answered “no,” stop here. Do not answer any other questions.

Question 3

Did (debtor) fail to receive a reasonably equivalent value in exchange for the (transfer) (obligation)?

ANSWER: _____
Yes or No

If you answered “yes” to question 3, then answer question 4. If you answered “no,” stop here. Do not answer any other questions.

Question 4

[Select one applicable alternative:]

[At that time, was (debtor) engaged in or about to engage in a business or transaction for which (his) (her) (its) remaining assets were unreasonably small?]

ANSWER: _____
Yes or No

[Did (debtor) intend to incur debts beyond (his) (her) (its) ability to pay as they became due?]

ANSWER: _____
Yes or No

[Did (debtor) believe, or reasonably should have believed, that (he) (she) (it) would incur debts beyond (his) (her) (its) ability to pay as the debts became due?]

ANSWER: _____
Yes or No

COMMENT

This instruction and comment were approved in October 2025.

This special verdict is based on Wis JI-Civil 2792B, Uniform Voidable Transactions: Transfer or Obligation Voidable as to Present or Future Creditors. It is intended only as a model and may need to be modified depending on the facts of the case.

Wis. Stat. § 242.07 provides the remedies available to creditors. Although compensatory damages are not explicitly mentioned within this section, § 242.07(1)(c) provides several equitable remedies available under applicable principles of equity and procedural rules, including granting any other relief that the circumstances may require.

Monetary damages are not explicitly referenced in § 242.07. The Committee takes no position as to whether the catch-all provision under § 242.07(1)(c)3. encompasses the awarding of such damages.